CONTRACTUAL AGREEMENT BETWEEN

CAPE FLATTERY SCHOOL DISTRICT #401

AND

CAPE FLATTERY EDUCATION ASSOCIATION

2012-2015
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Sections</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PREAMBLE:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE I: Administration</strong></td>
<td></td>
</tr>
<tr>
<td>1 - Recognition</td>
<td></td>
</tr>
<tr>
<td>2 - Conformity to Law</td>
<td></td>
</tr>
<tr>
<td>3 - Printing and Distribution of Agreement</td>
<td></td>
</tr>
<tr>
<td>4 - Contract Compliance</td>
<td></td>
</tr>
<tr>
<td>5 - Scope of Agreement</td>
<td></td>
</tr>
<tr>
<td>6 - Grievance Procedure</td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE II: Rights and Duties</strong></td>
<td></td>
</tr>
<tr>
<td>1 - Management Rights</td>
<td></td>
</tr>
<tr>
<td>2 - Meetings</td>
<td></td>
</tr>
<tr>
<td>3 - Nondiscrimination and Nonrestriction</td>
<td></td>
</tr>
<tr>
<td>4 - Due Process</td>
<td></td>
</tr>
<tr>
<td>5 - Association Rights</td>
<td></td>
</tr>
<tr>
<td><strong>ARTICLE III: Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>1 - Work Station Visitation</td>
<td></td>
</tr>
<tr>
<td>2 - Employee Development and Training</td>
<td></td>
</tr>
<tr>
<td>3 - Layoff and Recall</td>
<td></td>
</tr>
<tr>
<td>A. Programs, Services and Staff Retention</td>
<td></td>
</tr>
<tr>
<td>B. Administrative Procedures</td>
<td></td>
</tr>
<tr>
<td>4 - Assignments/Transfers</td>
<td></td>
</tr>
<tr>
<td>5 - Personnel Files</td>
<td></td>
</tr>
<tr>
<td>6 - Staff Protection</td>
<td></td>
</tr>
<tr>
<td>7 - Employee Facilities</td>
<td></td>
</tr>
<tr>
<td>8 - Staff Evaluation</td>
<td></td>
</tr>
<tr>
<td>A. Evaluative Criteria</td>
<td></td>
</tr>
<tr>
<td>B. Procedures for Evaluation</td>
<td></td>
</tr>
<tr>
<td>C. Probation Periods (Continuing Contract Employees Only)</td>
<td></td>
</tr>
<tr>
<td>D. Evaluative Criteria for Teachers</td>
<td></td>
</tr>
<tr>
<td>E. Evaluative Criteria for Support Personnel</td>
<td></td>
</tr>
<tr>
<td>F. Evaluative Criteria for Short-Form</td>
<td></td>
</tr>
</tbody>
</table>

Sections:
1 - Salary Schedules .................................................. 23
2 - Contracts ................................................................. 23
   Responsibility Contract ........................................... 23
3 - Salary Payment Method ........................................... 25
4 - Calendar ................................................................. 25
5 - Extended Contracts ............................................... 25
6 - Supplemental Contracts ........................................... 26
7 - Payroll Deduction .................................................. 26
8 - Insurance Benefits ................................................ 27
9 - Leaves ................................................................. 28
   A. Leave Deductions ................................................ 28
   B. Sick Leave .......................................................... 28
   C. Personal Leave .................................................... 29
   D. Disability Leave (including Maternity Leave) ............. 30
   E. Bereavement Leave .............................................. 30
   F. Family Leave ....................................................... 31
   G. Judicial Leave ...................................................... 31
   H. Leave of Absence ............................................... 31
   I. Professional Leave .............................................. 31
   J. Association Leave ............................................... 32
   K. Military Leave ..................................................... 32
   L. Emergency Leave ............................................... 32
   M. Assault Leave ................................................... 32
10 - Mentor Program .................................................. 32

ARTICLE V: Instruction .................................................. 33

Sections:
1 - Academic Freedom ............................................... 33
2 - Length of Workday ................................................. 33
3 - Student Discipline ............................................... 34
4 - Class Sizes ......................................................... 35
5 - Non-Supervisory .................................................. 35

ARTICLE VI: Duration and Attest ........................................ 36

Sections:
1 - Duration .............................................................. 36
2 - Attest ................................................................. 36

APPENDIX A - Summer School ......................................... 37
APPENDIX B - Parent/Teacher Conferences ......................... 37
APPENDIX C - Special Education Teachers ......................... 37
APPENDIX D - Evaluation Report Short Form ....................... 38

Washington K-12 Salary Allocation Schedule for
   Certificated Instructional Staff .................................... 39
Cape Flattery School District Extra Curricular Pay Schedule .... 40
CONTRACTUAL AGREEMENT BETWEEN

CAPE FLATTERY SCHOOL DISTRICT #401

AND

THE CAPE FLATTERY EDUCATION ASSOCIATION

PREAMBLE:

This agreement is made and entered into between the Board of Directors of Cape Flattery School District, hereinafter referred to as the "District" and the Cape Flattery Education Association, hereinafter referred to as the "Association". The Cape Flattery Education Association is affiliated with the Washington Education Association and the National Education Association.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

The District and the Association recognize their mutual aim is to maintain effective Employer/Employee relationships and toward that end, the parties having reached certain agreements pursuant to RCW 41.59, The Educational Employment Relations Act, do hereby agree as follows:
ARTICLE I: ADMINISTRATION

SECTION 1: RECOGNITION

A. The District recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel regularly employed by the School District, whether under written contract or on leave, excluding the Superintendent, administrative assistants, principals, vice principals, consultants and all specialized job categories such as teacher paraprofessionals where a majority of the persons employed therein consist of non certificated employees.

B. As used herein, the term "certificated personnel" shall include classroom teachers, guidance counselors, librarians, driver education teachers, school psychologists, home-bound teachers and specialists in special education, vocational education, art, music and reading.

SECTION 2: CONFORMITY TO LAW

A. If any provision of this Agreement is held to be invalid by operation of law, such provisions shall become inoperative, but the remainder of the Agreement shall remain in full force and effect.

B. The Employer and the Association, upon request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) unless a postponement is mutually agreed upon.

SECTION 3: PRINTING AND DISTRIBUTION OF AGREEMENT

A. Within 10 days following the ratification and signing of this Agreement by the parties, the District shall post a copy of this Agreement on the district website and the Association will accept the Agreement on behalf of the employees, and will be responsible for the distribution. Ten (10) additional copies shall be provided to the Association.

B. The District shall provide the typed final draft of the contract and the District shall print the contract. Both parties shall have a reasonable opportunity for reviewing and editing the final draft prior to printing.

SECTION 4: CONTRACT COMPLIANCE

A. Individual contracts between the District and an individual employee shall be subject to and consistent with Washington State Law and with the terms of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of the Agreements between the Employer and the Association. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration, shall be controlling.
SECTION 5: SCOPE OF AGREEMENT

A. This agreement constitutes the negotiated agreements between the District and the Association and supersedes any previous agreements or understandings between the parties which are contrary to or inconsistent with the Agreement.

SECTION 6: GRIEVANCE PROCEDURE

A. A grievance is an alleged violation of terms and/or provisions of this Agreement.

B. A Grievant shall mean an individual, a group of individuals and/or the Association.

1. LEVEL ONE -- An employee with a grievance shall discuss the grievance with their immediate administrative supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. A written grievance must be filed within twenty (20) working days of the occurrence of the grievance or within twenty (20) working days of when a grievant should reasonably have become aware of the circumstances of the grievance, whichever is later. Within five school days after the written grievance is presented to the supervisor, he/she shall render a decision thereon in writing and present it to the grievant.

2. LEVEL TWO--If the aggrieved employee is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may file the grievance in writing on the Grievance Review Form with the Superintendent of Schools with a copy sent to the immediate supervisor. The superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receiving the written grievance, the superintendent shall meet with the aggrieved in an effort to resolve the grievance. If an employee does not file a grievance in writing with the Superintendent within ten (10) school days after a decision at Level One has been received in writing, then the grievance shall be considered as waived. The decision of the Superintendent shall be in writing and delivered to the aggrieved employee.

3. LEVEL THREE--If no satisfactory settlement is reached in Level Two, the Association, within fifteen (15) working days of the receipt of the Level Two decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within the article.

The arbitrator shall hold a hearing within twenty (20) working days of this appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within twenty (20) days after the completion of the hearing.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).
4. At each step of the procedure for adjusting grievances, the grievant may be accompanied by a representative of the Association.

5. There shall be no Reprisal by the District or its employees for reasons of involvement of any person in the grievance procedure.

6. Nothing herein contained shall be construed as limiting the right of any certificated employee having a grievance to discuss the matter informally with any appropriate member of the administration.

7. Copies of grievances and decisions rendered at Levels One, Two and Three shall be sent to the Association and the Superintendent's Office.

8. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level Two of the grievance procedure and may be appealed through the established levels.

9. Excluded from the grievance procedure shall be matters for which the law provides another method of review, such as but not limited to, considerations of employment, provided that, the parties may mutually agree to elect to use the arbitration/grievance procedures in lieu of these alternative forums for specific cases.

10. This agreement shall be construed such that no contractual rights are intended that would impact any of the following decisions of the District. Procedural requirements are not excluded.

   a. Termination of services or failing to reemploy any provisional employee.

   b. Termination of services or failures to employ an employee to a position on the Supplemental Salary Schedule.

   c. Any matter involving employee evaluation judgments, qualifications of an employee or applicant, or standards of performance required of a particular position.

   d. Any matter involving employee discharge, non renewal, adverse effect, or reduction in force, provided that, subject to the limitations of this section, the parties agree that RIF procedures are otherwise enforceable in whichever forum is selected under Section 9 above.
ARTICLE II: RIGHTS AND DUTIES

SECTION 1: MANAGEMENT RIGHTS

A. The Board acting in behalf of the electorate of the School District retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States.

B. The Association recognizes that the Board is legally responsible for the operation of the School District and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and to the provisions of the Agreement.

C. The rights, authority, duties and responsibilities of the Board shall be limited only by the terms of this Agreement, and the responsibility of the Board to bargain in good faith wages, hours, and terms and conditions of employment as defined by RCW 41.59.

SECTION 2: MEETINGS

A. Upon request of either party, Association representative(s) shall meet with the Superintendent and/or his/her designated representatives to review and discuss matters covered by this Agreement, general employee/employer relations, and matters that affect instructional effectiveness (such as class size, instructional materials and supplies, building conditions, support services, etc.). These discussions shall not waive or alter any terms of this Agreement unless these discussions lead to agreements which are recorded in writing and signed by the parties. The District’s willingness to discuss a particular topic at one of these meetings shall not constitute a waiver of management rights. Such meetings may be postponed or rescheduled by either party.

B. These meetings are not intended to bypass administrative channels or the grievance procedure.

SECTION 3: NONDISCRIMINATION AND NON RESTRICTION

A. The parties agree to comply with federal and state laws requiring nondiscrimination.

B. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the laws of the State of Washington and of the United States or WAC's except as limited by binding arbitration of grievances.

C. The private and personal life of any employee is not within the appropriate concern or attention of the employer unless it affects general teaching performance or involves illegal activities.

D. The employer will not interfere with the legal rights of employees to organize, join, and support the Association. The Association further recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
SECTION 4: DUE PROCESS

A. No employee shall be disciplined by oral warnings or written reprimands without just cause.

B. Before any written disciplinary action is put in the personnel file, the employee shall have an opportunity to explain the charges at a conference with an administrator. Before such conference, upon request of the employee, the District will give the employee written notice of the charges which are being made against the employee.

C. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the action. District administrators and employees will process disciplinary issues in a courteous and professional manner that considers the instructional needs of students.

D. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until a representative of the Association is present. The meeting shall occur within two business days unless a mutual extension is agreed to. Where the District recognizes that disciplinary action may result, the employee shall be advised in writing of the right to representation hereunder, prior to the meeting.

SECTION 5: ASSOCIATION RIGHTS

A. Upon request, the Association may use District equipment, facilities and modes of communication, provided that the use does not interfere with normal school operations. The Association agrees to reimburse the District for any extra direct costs or damage resulting from Association use of District facilities. District facilities and equipment shall not be utilized for strike actions, slowdowns, picket meetings nor any other meetings which may stop or impede normal school operations. The Association agrees to hold the District harmless from any liability that may result from this section.

B. The Association may post notices of activities and matters of Association concern on designated bulletin boards in faculty lounges so long as such communications are labeled as Association materials.

C. Whenever Association representatives are mutually scheduled with the Employer representative to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative will suffer no loss of pay.

D. The Board agrees to furnish to the Association in response to reasonable requests all available information which is a matter of public record. These materials shall be provided to the Association within one week after the request, at the expense of the Association.
ARTICLE III: PERSONNEL

SECTION 1: WORK STATION VISITATION

To provide patrons of the District the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

A. All visitors to a school and/or classroom work station(s) will report to the principal's office to announce their presence. This requirement will be posted at each open door of each school building. If the visit is to a classroom the time will be arranged after the principal and the teacher have conferred. No recording of any classroom presentation will be made except with the approval of the teacher. Parents and other visitors will not be allowed to disrupt the instruction of students.

B. The principal will attempt to afford the teacher an opportunity to confer with the classroom visitor before and/or after the visitation.

C. If visitors arrive unannounced, the teacher shall immediately notify the principal.

SECTION 2: EMPLOYEE DEVELOPMENT AND TRAINING

A. It is recognized that an effective staff development program is necessary to provide improvement in student learning and continuing opportunities for the professional growth of employees.

B. Staff development activities may include, but are not limited to: (1) release time for classroom observation and visitation; (2) release time for staff development; (3) workshops and classes designed to meet student needs; and (4) consultation and material assistance for staff involved in curriculum innovation and change.

C. The district shall be responsible for surveying staff at least once per year to gather input for the planning of district-wide professional development. The superintendent, administration team and staff will work together to plan professional development activities. A minimum of $10,000.00 will be set-aside each school year for professional development activities.

SECTION 3: LAYOFF AND RECALL

A. Programs, Services and Staff Retention

1. In the event the District determines that probable cause for layoff exists for economic reasons, the nonrenewed employee(s), with the exception of provisional employees, shall receive a notice of probable cause pursuant to RCW 28A.405.210.

2. The employee, with the exception of a provisional employee, may appeal any said probable cause determination pursuant to RCW-28.A.405.310.

3. If the District only non-renews provisional employees, these Section 3 provisions do not apply.
B. Administrative Procedures

1. Programs and Services

a. In making a recommendation on the educational program or service to be provided by the District, the Superintendent and his staff shall give consideration to the following factors:

(1) The needs of students as developed by historical subject enrollments of students, requirements for graduation, requirements for accreditation, and minimum program requirements in accordance with WAC 180.16.200.

(2) The funds available for the implementation of the educational program or service.

(3) The input from professional staff as shared with the building principal.

(4) The curriculum offerings based on the material developed under subdivisions 1 and 2.

(5) The positions needed to operate the educational program or service developed under subdivisions 1, 2 and 3 above.

b. The Association, after collaboration with Administration, may make recommendations to the Board of Directors about possible program and service modifications.

2. Staff Retention

a. If the District decides to reduce staff by layoff, the Superintendent and administrative staff shall develop a list by May 15th of certificated employees for retention by the District to fill the positions needed to operate the educational program or service.

b. To ensure the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration.

c. Each certificated person must have a major or minor in the particular field in which at least fifty percent of his/her teaching time will be devoted for a secondary position. The requirement of college preparation shall be waived for any certificated employee in a secondary position if he/she has taught in the particular field for at least fifty percent of his/her teaching time during the current school year or one of the two previous school years.

d. Certificated employees will be recommended for available positions with consideration being given to the employee's flexibility (the employee's ability to handle classes in several programs or departments).
e. When more than one person qualifies for a particular position under the criteria listed above, the following will be used in the order given (for the purpose of placement on the Reduction-in-Force (RIF) list, one-half day teaching or more for the regularly scheduled school year shall be counted as a full year's service):

(1) Length of service in Washington.
(2) Length of service in District.
(3) Other teaching experience.

f. When there is more than one person qualified for a particular position under the criteria listed above, the person who has achieved the greatest horizontal advancement on the District schedule shall be given the position.

g. When more than one person still qualifies for a position, the selection shall be made by lottery with a mutually agreed upon person drawing a name (flipping a coin).

h. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent their objections to the ranking order. The employee may request consideration for the modification of the ranking order based on the information previously requested and turned in by the employee. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, they shall do so in writing and provide the individual and the Association with copies thereof. Any further appeal of placement shall be pursuant to the grievance procedure of this agreement. (The placement on the list shall be the only section of the article subject to the grievance procedure.)

i. All certificated employees who receive notice of probable cause will be considered for any vacancy in the District employment pool and will be considered for any vacancy in the District which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool until May 30th of the following school year and will be placed on the substitute teacher's list for the following school year. Final action to terminate any contract shall be taken under statutes as may exist from time to time. Each certificated person placed in the employment pool shall provide the District office with a current mailing address.

j. All employees in the employment pool shall be allowed to purchase District health insurance.
k. All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment.

SECTION 4: ASSIGNMENTS/TRANSFERS

A. Grade, subject, and activities assignments shall be made by the District, based on needs of the District, and consideration will at least be given to the employee's professional training, experience, specific achievements and service to the District. The District shall inform employees of tentative assignments for the following school year prior to June 30th. Employees will be informed of changes and tentative assignments due to staffing, enrollment, funding or student program changes that occur during the summer as soon as is reasonably possible, without resort to subsection C.

B. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that instructional requirements and best interest of the school system and pupils will be considered. Reasons for the involuntary transfer will be discussed between the principal and the employee prior to the involuntary transfer.

C. If the only reason for an involuntary transfer is a change in enrollment or a change in economic funding, the Association Executive Board and the District shall confer prior to a decision. The parties will consider options to attempt to avoid the necessity of repetitiously transferring the same employee, if otherwise practical.

D. Vacancies on the professional staff will be filled according to the following considerations:

1. Before reassignments are made within a site during the school year, the Principal shall give the staff of that site notice of the potential change before a reassignment is made. The staffs at both sites will be given this notice for multi-site positions.

2. After site reassignment(s) is completed, resulting openings will be posted as vacancies. Any District-identified vacancy will be posted throughout the District. The District-wide posting will be prior to the hiring of any person either from within the District or outside the District. Both the District and Association would like to see that reassignments are completed ASAP provided reasonable time has been given for notification.

3. Public notice of positions open will not be released prior to in-district posting.

4. Any employee who submits a written letter of interest and who meets the minimum qualifications for the job will be provided an opportunity for an interview.

5. Teachers interested in being re-assigned within their site or transferred to a different site shall provide written notice to the principal of the building to which they would like to transfer, with a copy to their building principal and to the District office.

E. To facilitate the process for filling vacancies, employees shall be given notice of all vacancies through the District staff bulletins. Any employee wishing to be notified of vacancies occurring during the summer shall leave written notice at the administration office prior to the close of school and sufficient self-addressed, stamped envelopes. The employee
will be notified of the position and application procedure. The employee will have ten (10)
working days from the date of the post-marked notification to submit a written letter of interest
for the position.

F. Glossary of Terms

1. Transfer  Voluntary change of employment from one District
              site to the other District site and must be filling a
              vacancy

2. Assignment  The current job position of an employee

3. Re-Assignment  A new assignment at the same District site (or multi-
                  site)

4. Vacancy  A position that is left to be filled after assignments
            and re-assignments are made (can be either a new or
            existing position)

5. Involuntary Transfer  Moving an employee involuntarily to a new
                        assignment or to a vacant position from one District
                        site to another District site

SECTION 5: PERSONNEL FILES

A. Employees shall, upon request, have the right to inspect all contents of their
   personnel file kept within the District. Upon request, a copy of any document(s) contained
   therein shall be afforded the employee at the employee’s expense. No secret personnel file
   shall be kept anywhere by the District. A separate file for processed grievances shall be kept
   apart from the teacher’s personnel file and shall be open for inspection by the employee.
   Working files of supervisors will be maintained in the District. Such working files will be purged
   of their contents or have their contents sent to the District's personnel file at the end of each
   school year, provided that, a supervisor may maintain a copy of the previous year’s evaluation
   in such working file.

B. Each employee’s personnel file should contain the following minimum items of
   information: the employee’s last three years evaluation reports, copies of current annual
   contracts, current teaching certificate and transcript of academic records.

C. No evaluation, correspondence or other material making any reference to an
   employee’s competence, character or manner will be placed in the personnel file without the
   employee’s knowledge and opportunity to attach his/her own written comments. The
   employee shall be notified if an item is placed in the personnel file.

D. The employee shall acknowledge that he/she has read such material by affixing
   his/her signature and the date on the actual copy to be filed with the understanding that such
   signature merely signifies that he/she has read the materials to be filed. Such signature does
   not necessarily indicate agreement with its content.
E. Any employee inspection of his/her personnel file shall be with a District representative present. Anyone at the employee's request may be present at the review. Personnel files shall be open to the public only as required by law.

SECTION 6: STAFF PROTECTION

A. Time-loss Compensation

The District facilitates application for workmen's compensation for injuries incurred within the scope of employment. Employees should contact their immediate supervisor for procedures.

B. An assault upon an employee shall be promptly reported to the employer or his/her designated representative. The employer will render appropriate assistance to the employee in connection with the handling of the incident.

SECTION 7: EMPLOYEE FACILITIES

A. Each administrative unit shall have the following facilities and equipment for the exclusive use of employees in the administrative unit.

1. Space in each classroom to store instructional materials and supplies that the teacher and students use on a day-to-day basis.

2. A work area containing equipment and supplies to aid in the preparation of instructional materials.

3. A furnished adult lounge and dining area.

4. A serviceable desk and chair and a filing space in each teaching station.

5. Well-lit and clean restroom separate from student restrooms, as facilities allow or new facilities are built.

6. The District will provide supplies and equipment.

B. When employees work outside of regular school hours, access to the work area will be provided when approved by a District administrator.

SECTION 8: STAFF EVALUATION

A. Evaluative Criteria

1. All classroom teachers including music teachers, basic skills teachers, and learning center teachers will be evaluated in accordance with "Cape Flattery Teacher Evaluative Criteria" as stated in Paragraph D herein.
2. All certificated support personnel including counselors, psychologists, librarians, and other specialists will be evaluated in accordance with "Certificated Support Personnel Evaluative Criteria" as stated in Paragraph E herein.

B. Procedures for Evaluation (RCW 28A.405.100, Chapter 392-191 WAC)

1. Annual Meeting Regarding Evaluation

During the first four weeks of school, each building principal will hold a general certificated employees' meeting and/or hold individual conferences to review evaluative criteria and procedures including: (a) each employee's position or assignment and/or any special administrative expectations; and (b) the process the evaluator will follow in determining the quality of the employee's performance; and (c) who employee's evaluator will be. For employees who work at more than one building, the evaluator shall be the principal of the building in which the employee works the largest percentage of his or her time.

2. Annual Evaluation Report

Each employee will be evaluated annually by his/her principal or other certificated evaluator designated by the Superintendent prior to May 15th. The employee will be given a copy of the completed evaluation report. The employee shall sign the report indicating that he/she has read it, received a copy, and had an opportunity to discuss it with the evaluator. The employee may add his/her comments to the report in writing. The report will be forwarded to the District office for filing in the employee's personnel file.

3. Minimum Observations (All Employees)

All employees shall be observed in the performance of their assigned duties for the purposes of evaluation at least twice during the school year for a total of at least sixty (60) minutes. Each of these two observations shall be at least twenty (20) continuous minutes in length. At least one observation shall be at least thirty (30) continuous minutes in length.

   a. At the request of the evaluator, a pre-observation conference shall be held so that the evaluator can be apprised of the employee's objectives, methods, and materials planned for the teaching/learning situation to be observed.

   b. At the request of the employee, one of the two observations described above will be prearranged. At the request of the employee, a pre-observation conference shall be held prior to this observation so that the evaluator can be apprised of the employee's objectives, methods, and materials planned for the teaching/learning situation to be observed.

   c. Following each of the observations described above, the evaluator shall promptly document the results in an observation report. In preparing the report, the evaluator shall take into consideration and note in writing any external or extraordinary circumstances which would be expected to adversely affect the employee's performance during the observation period. The observation report shall be prepared no later than five (5) days after the
observation. The employee shall be given a copy of the observation report within three (3) work days after the report is prepared.

d. Within three (3) work days after the observation report is delivered to the employee, the evaluator or employee may request a post-observation conference to discuss the employee’s performance. The conference shall occur within five (5) work days of the request. During this conference, the employee may request clarification of the observation report. If requested, the evaluator shall suggest reasonable steps for the improvement of the employee’s performance.

4. Minimum Observation (New Employees)

Certificated employees new to the District shall be observed for at least a total of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

5. Mid-Year Transfers

If an employee is transferred to another position under a different evaluating supervisor, the original evaluator shall prepare an evaluation report at the time of such transfer provided that the employee has been in the position for at least forty-five (45) work days.

C. Probationary Periods (Continuing Contract Employees Only)

1. Recommendation by Evaluator

   At any time after October 15, an evaluator may recommend to the Superintendent that an employee whose work is judged unsatisfactory based on the evaluative criteria identified in Paragraph D or E, below be placed on probation. The recommendation for probation shall be made in writing and accompanied by a completed evaluation report which identifies the specific areas of deficiencies and a proposed plan for improvement. The employee shall be sent a copy of the recommendation and its attachments.

2. Prior Conference

   At least ten (10) days prior to recommending an employee for probation, the evaluator shall meet with the employee to discuss specific areas of deficiencies. The employee shall have the opportunity to have an Association representative in attendance at this meeting.

3. Action by the Superintendent

   The Superintendent shall review the recommendation for probation and the proposed plan for improvement. If the Superintendent determines that there is an alternative to probation, he/she may continue to work with the employee and the evaluator to improve the employee’s performance by other means. If the Superintendent agrees with the recommendation, the Superintendent shall establish a probationary period of sixty (60) school days ending on or before May 15th. The employee shall be given notice of this decision in
writing. The notice shall identify the identified areas of deficiencies and provide a reasonable plan for improvement.

4. Plans for Improvement

At a minimum, the plan for improvement shall state the following: (a) a precise definition of the problem; (b) a precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas; and (c) a prescription for remediation which spells out courses of action and time expectations for the employee to reach an acceptable level of performance.

5. Activities During the Probation Period

The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement in his/her areas of deficiency. During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written report of the progress, if any, made by the employee. The evaluator may authorize one additional outside certificated employee to evaluate the probationary employee and to aid the employee in improving his/her performance.

6. Transfer During Probation

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the employee or the District.

7. Conclusion of Probation

The probationary employee may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically identified in the notice and plan for improvement. Lack of necessary improvement during the established probationary period, as documented in writing with notification to the employee, shall constitute grounds for a finding of probable cause under RCW 28A.405.210.

8. Post-Probation Transfer

Immediately following the completion of a probationary period that does not produce performance changes detailed in the notice and plan for improvement, the employee may be removed from his/her assignment and placed in an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee’s compensation or benefits for the remainder of the contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

D. Evaluative Criteria for Teachers (see Cape Flattery School District Teacher Supervision/Evaluation document for complete descriptors of each performance standard and achievement indicators).
PLANNING AND LEARNING GOALS
1. Use preplanned and district adopted curriculum to guide instruction
2. Provide Instruction that facilitates curriculum integration and utilizes a variety of resources.

CLASSROOM MANAGEMENT AND ORGANIZATION
1. Form Instructional groups that fit students' academic and affective needs
2. Make efficient use of learning time
3. Establish smooth, efficient classroom routines
4. Set clear standards for classroom behavior and apply them fairly and consistently

INSTRUCTION
1. Carefully orient students to the lesson
2. Provide clear and focused instruction
3. Routinely provide students feedback and reinforcement regarding their learning progress
4. Review and reteach as necessary to help all students master the learning material
5. Use validated strategies to help build students' critical and creative thinking skills
6. Use effective questioning techniques to build basic and higher level skills
7. Promote a balanced integration of content-area instruction and workplace readiness skills

TEACHER-STUDENT INTERACTIONS
1. Hold high expectations for student learning
2. Provide incentives, recognition, and rewards to promote excellence
3. Interact with students in positive and caring ways

EQUITY
1. Give all students the extra time and instruction they need to succeed
2. Support the social and academic resiliency of all students
3. Promote respect and empathy among students of different socioeconomic and cultural backgrounds

ASSESSMENT
1. Monitor student progress closely
2. Carefully align classroom assessments of student performance with the written curriculum and actual instruction
3. Make use of alternative assessments as well as traditional tests
4. Guides students in preparation for State and district level testing (WASL, ITBS, etc.)

COMMUNITY RELATIONS AND PROFESSIONALISM
1. Establish and maintain positive and constructive relations and communication with parents, students, colleagues, and community
2. Interact in a professional, respectful, and sensitive manner while honoring and utilizing the diversity within a group
3. Maintain a professional attitude and well-groomed appearance
4. Model life-long learning
5. Utilize effective collaborative skills and emphasize collegial support
6. Remain current in curriculum content, theory, practice, and research
7. Establish goals and a plan for continuous self-directed professional growth
8. Know and follow federal and state law, and local policy and requirements (see current district teacher handbook)
9. Leaves procedures and plans for a substitute teacher consistent with goals and objectives of the class

E. Evaluative Criteria For Support Personnel

1. Knowledge and Scholarship in Special Field

Indicators: The evaluation procedure assesses the support person's competency to:

1.1 Provide a theoretical rationale for the use of various procedures.

1.2 Demonstrate understanding of the basic principles of human growth and development.

1.3 Demonstrates awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

1.4 Relate and apply knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.

2. Specialized Skills

Indicators: The evaluation procedure assesses the support person's competency to:

2.1 Design and conduct a program providing specific and unique service within the individual's specific discipline.

2.2 Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student:

2.21 to help students integrate and assimilate data;

2.22 to help others involved with the student interpret and use data appropriately and accurately;

2.23 to help other specialists by providing case study materials.

2.3 Administer assessment procedures or organize and prepare those who will administer assessment procedures.
2.4 Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.

2.5 Develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

3. Management of Special and Technical Environment

Indicators: The evaluation procedure will assess the support person's competency to:

3.1 Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.

3.2 Demonstrate the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.

3.3 Use comparative and interpretive data.

3.4 Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Indicators: The evaluation procedure assesses the support person's competency to:

4.1 Demonstrate awareness of the law as it relates to area of specialization.

4.2 Demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competency area.

4.3 Demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.).

4.4 Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

5. Involvement in Assisting Pupils, Parents and Educational Personnel

Indicators:
5.1 Consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.

5.2 Plan and develop support program(s) to serve the preventive and developmental needs of the school population and the special needs for some students.

5.3 Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

F. Evaluative Criteria For Short-Form Evaluation

Notwithstanding anything to the contrary appearing in section III.i, above, the following procedures may be used, with the consent of both the evaluator and the employee, after an employee has four years of satisfactory evaluations under section III.8, above.

Procedures:

1. Frequency of Evaluation: Employees shall be evaluated one time per year. This evaluation shall be completed no later than May 15.

2. Observations: Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes during the school year with a written summary or for at least two (2) observation periods totaling at least sixty (60) minutes without a written summary of such observation.

3. At least once every three (3) years a long form evaluation shall be conducted except that in any given year the evaluator or the employee may elect to conduct a long form evaluation.

4. Restricted Use: Short form evaluation may not be used as a basis for determining that a staff member's work is unsatisfactory or serve as the basis for determining that there is probable cause for non-renewal. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory" performance.

5. Removal from Short Form: The evaluator or the employee may require the use of the long form evaluation any time prior to the end of the first semester. A change to long form must be preceded by at least one (1) meeting (including Assn. rep) to discuss the need to change, and an opportunity for response.

6. Teachers will be notified within the first ninety (90) days of each school year, whether they will be on the long form or short form.

7. See Appendix D for Short-Form Evaluation Form.
ARTICLE IV: ECONOMIC PROVISIONS

SECTION 1: SALARY SCHEDULES

A. The District shall pay all employees based upon individual preparation, experience, and position pursuant to the "Employee Salary Schedule" contained in this Agreement. The Employer agrees that all employees will be properly placed on the State Salary Schedule.

1. The contract year will be 181* days as long as such days are funded by the State on the State's Allocation Model salary schedule. One of these days is designated a Learning Improvement Day. This day must be used for activities related to improving student learning consistent with state requirements for receipt of funds for this day. If the state no longer funds this extra day as part of a one hundred eighty-one (181*) day base salary, each employee’s base contract shall revert to the number of days and salary amount funded by the state for those days and the parties agree to reopen Article IV, Section 2, Paragraph D.

B. Salary Schedule Application

1. Credits earned prior to September 1 may be used for advancement on the schedule provided official transcripts are on file by September 30.

2. The District will provide a sick leave cash out by Board Policy.

3. Exceptions may be appealed to the Superintendent and then to the Board of Directors.

SECTION 2: CONTRACTS

A. The District shall issue to each employee a contract in conformity with Washington State Law and State Board of Education Regulations. All certified staff will have no fewer than ten (10) working days from May 15th or later if the contracts are issued after the 15th to sign and return their contracts.

B. Three copies of the individual employee contract shall be given to the employee each year for signature. One (1) copy shall be retained by the individual employee at the time of signing the contract. Two (2) copies shall be submitted by the employee to the building principal who will issue a signed and dated receipt to the employee. Two copies shall be forwarded by the principal to the District to be signed by the duly authorized representatives of the District of which one (1) copy shall be returned to the individual employee.

C. Kindergarten employees and other employees who are required to work only part of the school day will be paid a corresponding fraction of the regular salary according to their placement on the salary schedule.

D. Responsibility Contract.

1. The District and Association agree and affirm the following beliefs: (1) the success of the Cape Flattery School District is dependent upon hiring and retaining the highest
quality teachers; (2) providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year; (3) state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (4) the additional commitment required of Cape Flattery's teachers cannot be accurately measured in hours or days; and (5) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.

2. Each employee will be issued a responsibility contract in recognition of these additional responsibilities and as an incentive to provide the additional services. The responsibility contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract and will be at the teacher's discretion:

   a. Preparation for school opening;
   b. Work connected with the conclusion of the school year;
   c. Conferencing/communicating with students or parents;
   d. Supporting school/student activities;
   e. Providing individual help to students;
   f. Evaluating student work;
   g. Workshops, classes and in-service work;
   h. Researching educational materials and supplies;
   i. Improving and maintaining professional skills;
   j. Preparation and revisions of materials;
   k. Planning with other employees in areas of instruction and curriculum;
   l. Working with computers and other technology as related to educational uses; and
   m. Attending District and/or school-connected meetings such as PTO, Open House, etc.
   n. Attend IEP meetings

3. Compensation for these duties shall be in accordance with the Responsibility Salary Schedule and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this responsibility contract stipend based on the employee's full time equivalency (FTE).

4. Employees shall be compensated for the responsibility contract for the 2012-13, 2013-14, 2014-15 contract years at 4.972% of their placement on the State Allocation Model.

E. There will be two (2) work days in addition to the 181* days each year. These days shall be mandatory and shall be compensated at 1/181* of the regular salary according to their placement on the salary schedule. Such days will be paid in the present or immediately succeeding month's paycheck following each day's completion.

The two (2) District In-service Days (DID) will be paid in the present or immediately succeeding month's paycheck following each day's completion.
1. Activities on these days shall be directed by the District. They shall be scheduled into the calendar through Section 4 below in at least 4 hour increments.

2. These days will not be scheduled on weekends, holidays, or vacations. Employees will be notified of the scheduled activities for these days in advance. Employees will have input into the activities for these days through the School Improvement Committee.

3. The District may schedule and offer voluntary professional development in addition to these two days, on an in-District basis. Employees will be paid $35.00 per hour for this time. Such days may be scheduled on weekends, holidays, or vacations. Employees will not be evaluated based on their participation on these days. The District may also make available Summer Institute and other voluntary out-of-district trainings/conferences/workshops to be subsidized/compensated on a case by case basis, depending on availability of funds.

F. Teachers will be compensated for substituting for another teacher during their preparation period at a rate of the employee's base salary divided by 1/181* divided by seven and one-half hours (7 1/2). Elementary teaching staff required by the District to absorb students due to substitute teacher shortage will be compensated at the substitute rate (prorated per teacher affected). Using a preparation period for substituting for other staff will be at the teacher's discretion except in emergencies.

G. District will continue to actively recruit certificated substitutes and will ensure that substitute compensation will remain competitive with neighboring districts.

*Subject to pro-rata adjustment if the legislature changes the 181-day base.

SECTION 3: SALARY PAYMENT METHOD

A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks and direct deposit slips shall be issued to employees no later than the last working day of each month.

SECTION 4: CALENDAR

A. The parties agree to negotiate a two-year calendar for the 2013-14 and 2014-15 school year prior to April 1. The parties will exchange proposed calendars by March 1, and such proposals will identify student days, break/vacation periods, holidays and other work days consistent with the collective bargaining agreement (provided that such extra days remain subject to change later that year through the regular negotiations process). The parties each have a mutual obligation to schedule meetings with each other to discuss the proposals and come to agreement prior to April 1st.

B. The Board will vote on the calendar at the conclusion of negotiations.

SECTION 5: EXTENDED CONTRACTS

A. Any employee contracted for days in excess of, or in addition to, one hundred eighty-one (181*) days (182 for new employees) shall receive additional compensation based
on a 1/181* per diem (or 1/182 for new employees) of the employee's regular contracted rate of pay.

B. If an employee is required to move their classroom during the school year, they will receive one (1) day's pay to move on a non-student day or after work hours.

*Subject to pro-rata adjustment in the event the legislature changes the 181*-day base.

SECTION 6: SUPPLEMENTAL CONTRACTS

A. There shall be a Supplemental Contract for the specified extra-curricular and supplemental assignments as provided in Schedule B attached thereto: Appointments to extra-curricular and supplemental assignments shall be for one (1) school year or for that part of the school year from which that activity begins and shall be consistent with statutory provisions.

B. All employees who are approved by the Board to work under supplemental contract with the District shall receive their supplemental contract prior to beginning performance of the activity.

C. Qualified certificated employees will be first considered, upon request, for appointment to supplemental contracts prior to District assignment.

D. Supplemental contracts are voluntary but all employees are encouraged to participate on an equitable basis in agreeing to assume such positions.

E. All supplemental contracts will be paid in twelve (12) monthly increments beginning in September with the exception of those contracts that do not take place until later in the school year. These positions will be paid in equal monthly increments distributed over the remainder of the school year. All supplemental contracts will contain a clause which will provide proper monetary compensation due to changes on Schedule B brought about by State/District changes in the salary base.

F. In the event no building administrator is on campus for one half (1/2) day or one (1) full day, the teacher in charge will be paid a stipend amount of $40 for one half (1/2) day and $80 for one (1) full day for his/her services as substitute principal, while attending his/her own classes.

SECTION 7: PAYROLL DEDUCTION

A. The Association and its affiliates (W.E.A. and N.E.A.) shall have the right of automatic payroll deduction of membership dues and other such deductions for certificated employees.

B. Employee dues deduction shall be subject to the employee signing and delivering to the District an assignment and wages form, which form shall authorize deduction of membership dues. Such authorization shall be irrevocable for the period beginning in September through August of the school year and shall automatically continue in effect from year to year unless the employee revokes in writing with a copy to the Association and the
district. Such authorization is to be made after August 15 and prior to September 15 of the school year in which the revocation is to take place.

C. If a teacher failed to sign and deliver an Assignment of Wages form as described herein the District shall deduct from the salary of such a teacher a representation fee. The representation fee shall be in an amount equal to C.F.E.A. membership dues, Uniserve dues, W.E.A. dues and N.E.A. dues. However, teachers who have joined the Association and paid by means other than payroll deduction shall not be subject to this fee deduction. Representation fee deductions shall be handled and transmitted by the District in the same manner as membership deductions as provided for in this Article. The Association shall submit to the District a list of teachers subject to the deduction for representation fees. Bona-fide religious objections to such representation fee deductions shall allow such fee to be contributed to charity. All employees employed at time of ratification of this agreement in 1988 shall be grandfathered from this provision.

D. Dues deductions for new members after the commencement of the school year shall be appropriately prorated.

E. All salaries are subject to payroll deduction for:
   1. State Teachers or State Employment Retirement Systems
   2. Withholding tax
   3. FICA and Medicare
   4. Absence not provided for by leaves computed at per diem based on the employee's annual salary for each day's absence.
   5. Workmen's Compensation

F. The following deductions may be made if authorized by 10% of the employees (according to RCW 41.33.020, .035 and .036).
   1. Dues and other Association contributions
   2. Additional withholding tax
   3. Approved medical plans
   4. Salary insurance
   5. Tax-sheltered annuities
   6. Payments to Washington Teacher's Credit Union
   7. Mutually approved insurance programs

G. Payments in Sections A-F above will be made by the 10th day of each month.

SECTION 8: INSURANCE BENEFITS

A. The Employer will participate in the payment of premiums for approved group insurance programs for employees covered by this Agreement. Approved insurance plans are those which are mutually agreed to by the Employer and the Association. The Employer shall pay premiums for such plans to a maximum of the State funded amount per FTE per month. In addition to the above, the district agrees to contribute $30,000 per year to the insurance pool referenced in Subsection C, below.

B. For the 2012-13 and 2013-14 and 2014-15 school years, the District agrees to pay the full amount funded by the state per FTE employee toward premium payment of
approved medical plans and/or other approved insurance plans/programs. The following options shall apply:

1. The Employer shall pay the total premiums for the Composite Rate (family) dental plan provided by the Washington Dental Service. Deductions will then be made for the WEA sponsored group Blue Cross/Blue Shield vision plan. These plans require premium payment by the Employer on behalf of all members of the bargaining unit without regard to marital or dependency status of the employee.

2. After subtraction of the above mandatory plans from the monthly contribution for each employee, the employee may choose to have the balance applied to any of the following, either singly or in any combination thereof, to equal said balance:

   a. WEA Premera Blue Cross - Medical Programs (PPO1, PPO2, PPO3, PPO4 or PP05)

Additionally, the District agrees to pay any rebate required by the Health Care Authority out of monies other than those generated by the state for insurance benefits or the district’s supplemental contribution to the insurance pool.

C. The District shall pool unused state-funded insurance benefits as required by law. The pool will be computed in November.

D. If the State funded amount per employee per month and the District’s supplemental contribution to the insurance does not cover the premiums in full for those above insurance programs selected by the employee, the district shall deduct from the employee’s monthly salary the amount necessary to pay the premiums due, provided that all employees must be members of the WA Full Family Vision and Dental Programs.

E. All insurance payments and plans shall be consistent with state law. Section 8 of this article will reopen if needed on an annual basis to comply with any changes mandated by state law.

F. The District will offer a Section 125 Plan on or before January 2010, 2011, 2012 for out-of-pocket premium payments made by the employees, if requested by the Association.

SECTION 9: LEAVES

A. Leave deductions shall be limited to the number of hours the employee was actually away from the duty station, rounded to the next half (1/2) hour.

B. Sick Leave

1. Each employee shall be granted ten (10) days of sick leave per year. Sick leave shall be vested when earned and may accumulate if unused. The District shall project the number of annual days of sick leave at the beginning of the school year, and the employee shall be entitled to the projected number of days of sick leave at the beginning of that school year.
2. The District may require an employee to provide a doctor’s certification of illness after three (3) consecutive days of absence.

3. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount of the employee’s accumulated sick leave in accordance with the amount paid to the employee by the District.

4. Employees may donate accrued sick leave to come to the aid of another bargaining unit employee who is suffering from an extraordinary or severe illness or injury, which has caused or is likely to cause, the employee to take leave without pay or terminate his/her employment. An employee who has accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified herein.. Employees cannot donate sick leave days that would result in their sick leave accounts going below twenty-two (22) days. Sick leave includes leave accrued pursuant to the RCW’s with compensation for illness, injury, and emergencies. While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

   a. Eligibility to Receive Donated Leave: In order to be eligible to receive donated leave an employee must:

      (1) Suffer from an illness, injury, or condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment with the District.

      (2) Have justified the absence and use of such a program i.e., physician’s verification.

      (3) Have depleted or anticipate shortly depleting his/her annual and sick leave reserves.

      (4) Have abided by District rules regarding sick leave use; and

      (5) Have been found ineligible for benefits under Chapter 51.32 RCW (Worker’s Compensation).

No employee may receive more than the equivalent of one of his/her work years in transferred leave. This leave shall be transferred and valued on a full-time, day-for-day basis.

C. Personal Leave

   1. Up to three days per year may be used for Personal Leave. The District shall provide an appropriate space on their leave form so that the employee can designate personal leave as his/her reason for absence.
2. Unused Personal Leave shall accumulate as sick leave.

3. Three days of leave may be used for undisclosed personal reasons subject to superintendent approval.

4. Application for consideration must be made through the Principal to the Superintendent within seven (7) days after the absence.

D. Disability Leave (including Maternity Leave)

1. An employee who is disabled shall be entitled to disability leave in accordance with this section. The employee shall give written notice to the Employer at least two (2) weeks prior to commencement of said leave when possible.

The written request for Disability Leave should include a statement of the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon as possible.

2. Sick and emergency leave shall be granted under the terms of that Section.

In the event Sick and Emergency Leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such leave shall not continue beyond the duration of the current school year, or until exhaustion of Family and Medical Leave Act leave, whichever occurs last.

3. Employees will have the right to continued insurance benefits pursuant to Board Policy covering Family and Medical Leave Act requirements and COBRA requirements.

4. Employees may be eligible for leave pursuant to the Family and Medical Leave Act of 1993 and Cape Flattery School District Policy No. 5405. Employees may obtain a copy of Board Policy No. 5405 by contacting the Superintendent's office.

E. Bereavement Leave

1. A maximum of five days at full pay may be provided annually for each employee subject to the following limitations:

   a. Full pay for a maximum of five days may be provided for absence caused by the death of an employee's child, legal dependent, spouse, parent, step-parent, grandparent, grandchild, sibling, step-sibling, sibling-in-law, parent-in-law, aunt, uncle, or any individual living in the employee's immediate household;

   b. Or for serious illness or absences caused by a serious illness of an employee's child, spouse, parent or step-parent.

Exceptions to these limitations may be made in extenuating circumstances with superintendent approval.
2. One day of Bereavement leave may also be approved on a case by case basis by the Superintendent for other special relationships provided that such leave is deducted from sick leave and sufficient substitutes are available.

F. Family Leave

Employees may use accrued sick leave or personal leave to care for a child with a health condition that requires treatment or supervision or a spouse, parent, parent-in-law, or grandparent with a serious health condition, in accordance with the provisions of RCW 49.12.270 and WAC 296-130-030.

G. Judicial Leave

1. In the event an employee is summoned to serve as juror or appear as a witness in court for the District or is summoned as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District.

2. Such repayment shall not exceed the employee’s normal daily pay less bona fide expenses.

3. In the event that an employee is a party in a court action, such employee may request a leave of absence.

H. Leave of Absence

1. Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon prior approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

I. Professional Leave

1. Leaves with pay may be allowed to attend professional conferences and meetings.

2. Substitute's salary and necessary expenses will be paid by the District.

3. This category applies to employees representing the Employer at professional conferences, meetings, symposia and seminars.

4. The district will make every effort to ensure that the approval of professional leave is granted equitably to all employees.
J. **Association Leave**

1. The Association shall be granted ten (10) days of paid leave per year, provided that notice for such leave shall be given one week in advance or as soon as possible prior to such leave if six (6) days advance notice cannot be given.

2. No more than two employees shall be on such leave on the same day.

3. The cost of the substitute shall be reimbursed by the Association.

K. **Military Leave**

Military leave shall be granted as required by law.

L. **Emergency Leave**

Emergency leave of two (2) days per year shall be granted with pay and deducted from sick leave. Emergency leave must be approved by the District and must be due to a problem that has suddenly precipitated or where pre-planning could not relieve the necessity for the teacher's absence.

M. **Assault Leave**

A. Any assault and battery upon an employee while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges the District will support the employee.

B. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault and battery as defined in A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave.

**SECTION 10: MENTOR PROGRAM**

A. For each beginning teacher new to the District, the building principal shall solicit and approve a current teacher to serve as a formal mentor. A teacher serving as a formal mentor shall be compensated up to 37.5 hours at the employee's daily pay rate for collaboration, training, and any other mentor responsibilities. Time sheets submitted for such compensation shall be reviewed by the building principal. All formal mentor relationships are subject to District funding and must be approved by the superintendent prior to the start of the school year.
ARTICLE V: INSTRUCTION

SECTION 1: ACADEMIC FREEDOM

A. Academic freedom is the right of teachers to encourage freedom of discussion of
   controversial questions and non-controversial questions in the classroom by studying,
   investigating, presenting or interpreting facts, information and ideas. This right is guaranteed
   to all employees provided that:

   1. Issues discussed are reasonably relevant to the subject matter of the course
      being taught.

   2. They are presented in an objective manner with due regard for the maturity
      level of the students.

   3. They are consistent with District's Instructional Policy.

   4. Clearly questionable matters concerning the appropriateness of the issue to
      the District's Instructional Policy and the maturity of the students shall be referred
      to the principal for consultation and discussion.

B. No mechanical or electrical device shall be used in any classroom for the
   purpose of listening or recording the procedures and discussion in any class without the prior
   knowledge of the employee on a day-to-day basis.

SECTION 2: LENGTH OF WORKDAY

A. The total length of the employee's work day shall not exceed seven and one-half
   (7 1/2) hours which shall include all preparation time, actual class time, and a thirty (30) minute
   duty-free lunch period time. The Association recognizes that this does not include supervising
   clubs or other activities which might well occur outside the seven and one-half (7 1/2) hour
   period. Required activities outside of the workday will be limited to one Open House.

B. The workday includes thirty minutes before the beginning of the students' school
   day and thirty minutes after the end of the students' school day. This time is not to be
   computed as part of the planning or preparation time provided above, but is to be used for the
   benefit of pupils and patrons, and is to be teacher directed. The District will not require
   employees to specify distinct tasks or duties that they will perform during this time. Regularly
   scheduled staff meetings will not infringe upon this time; however, the District will make
   reasonable efforts so that any staff meeting (individual through all staff) are kept to a
   minimum.

C. Each full time secondary classroom teacher will be given the equivalent time of
   one secondary instructional period per day for preparation. Each full time elementary
   classroom teacher shall be given a weekly average of at least 275 minutes for preparation.
   When changing the previous year's amount of preparation time, the principal will request the
   input of the building staff as to such changes. A block of time will be no less than 25
   continuous minutes for elementary employees. During regularly scheduled parent-teacher
   conferences and other early dismissals as provided for in this Agreement, this section shall be
waived. No classroom teacher shall be required to accept a teaching responsibility during his/her planning time except under emergency conditions. If a classroom teacher assumes a teaching responsibility during his/her planning time upon request of a principal, such employee shall be reimbursed at a rate of 1/6th of their daily pay rate.

D. All employees shall have scheduled a duty free lunch period of not less than thirty (30) continuous and uninterrupted minutes per instructional work day for the duration of the individual's contract. The thirty (30) minute duty-free lunch shall not include student transition time or any lunch time supervision.

E. Certificated teachers shall be given duty-free recesses under normal circumstances provided that this section shall not apply in cases of emergency or in years following a levy loss. Except in extraordinary circumstances, students will not be sent to the library for their recess when other students are receiving instruction in the library.

F. The District agrees to limit general faculty meetings which extend past the work day to two (2) per month and to avoid, when possible, any faculty meetings occurring before weekends or holidays. The District will make reasonable efforts to limit these meetings to thirty minutes past the work day. If the meeting is anticipated to extend beyond this thirty minute limit, it will be scheduled to commence immediately following the end of the school day.

G. The Board recognizes that in order for a teacher to accomplish the job effectively, it is necessary to have an office in part of his/her residence for the purpose of preparation, grading papers, storage of materials and other functions related to the practice of the profession.

SECTION 3: STUDENT DISCIPLINE

A. The District and Certificated Staff shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently by all staff.

B. The District and certificated staff shall support and uphold certificated employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the District.

C. The district shall support and uphold certificated employees in the exercise of authority by an employee to control and maintain order and discipline. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher’s immediate supervision may be excluded by the teacher from his or her individual classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action. In no event, without the consent of the teacher, may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.
D. Before school begins in the fall the principals of each building shall distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such procedures, policies and explanations shall state the employee's rights and responsibilities, the chain of command to be used, required timelines, if any, and a definition of each degree of discipline including corporal punishment.

E. One copy of the written discipline procedure will be given to each teacher for his/her use.

F. All provisions of this section are conditional upon implementation of student discipline consistent with federal and state laws and District policy.

SECTION 4: CLASS SIZES

A. Any teacher who believes that their student class is inequitable in size or makeup will meet with the Building Principal and an Association representative to attempt to collaboratively discuss potential remedies. Such remedies may include: extra pay, extra materials, paraprofessional time, split/combination classes, etc.

B. If no satisfactory remedy is reached, the employee may request a meeting with the Superintendent at which all parties will attend to further discuss possible remedies.

SECTION 5: NON-SUPERVISORY

A. Each member of this bargaining unit shall be considered by the District to be "non-supervisory," as defined in RCW 41.59.020. Such members shall not have the authority, in the interest of the District, to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees of the District, or to adjust their grievances, or to recommend effectively such action, if in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature but calls for the consistent exercise of independent judgment.
ARTICLE VI: DURATION AND ATTEST

SECTION I: DURATION

A. The terms of this agreement shall be for three years.

B. Any item of the agreement can be opened to negotiations upon mutual agreement by the District and the Association.

SECTION 2: ATTEST

In witness hereof, the Employer and Association have executed this Agreement this ____ day of ________________ 2012 at Clallam Bay, Washington.

FOR THE ASSOCIATION:                                   FOR THE DISTRICT:

__________________________________________            Superintendent

President

Witness (CFEA)
APPENDIX A
LETTER OF AGREEMENT

SUMMER SCHOOL

Bargaining unit members hired to teach summer school shall be paid an hourly rate of $35.00 per hour. The District reserves the right to hire substitute teachers or non-bargaining unit employees at rates less than this amount.

APPENDIX B
LETTER OF AGREEMENT

PARENT/TEACHER CONFERENCES:

A. Each building will schedule elementary and middle school parent-teacher conferences using early release days for students. The scheduled early release days provide for a total number of hours within the regular workdays. The building schedule may not exceed the total number of hours provided for by the early release of students. Any exceptions to the above must be approved by a vote of the building staff, but shall not restrict individual teachers from working extra hours with parent conferences beyond the total number of hours provided.

B. Kindergarten classes with two sections (morning/afternoon) shall be provided up to two (2) additional early release days to accommodate the number of students and to conform with Section A.

APPENDIX C
LETTER OF AGREEMENT

SPECIAL EDUCATION TEACHERS

Special Education classroom teachers will receive up to 37.5 hours (equivalent to five (5) days) at their per diem rate for IEP writing and other required duties, to be approved by the district Special Education Director, based on workload. Requests will not be unreasonably denied.
Cape Flattery School District #401
Short Form Evaluation Report

Name ___________________________ Grade or 
Subject ___________________________

Building __________________________ Evaluator's Name __________________________

_____________________________ has demonstrated successful teaching performance and has met the evaluation requirements for the current school year.

WRITTEN SUMMARY:

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

Employee Comments: ___________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

Teacher's Signature __________________________ Date __________________________ Evaluator's Signature __________________________
### CAPE FLAT A C H T E S S  S C H O O L  D I S T R I C T # 4 0 1

#### CERTIFICATED SALARY SCHEDULE/STATEWIDE SCHEDULE

**SCHEDULE #01**

<table>
<thead>
<tr>
<th>Step</th>
<th>Grade: EDUCATIONAL INCREMENTS</th>
<th>Q</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BA=0</td>
<td>BA=15</td>
</tr>
<tr>
<td>00</td>
<td>33,401</td>
<td>34,303</td>
</tr>
<tr>
<td>01</td>
<td>33,851</td>
<td>34,765</td>
</tr>
<tr>
<td>02</td>
<td>34,279</td>
<td>35,735</td>
</tr>
<tr>
<td>03</td>
<td>34,720</td>
<td>35,935</td>
</tr>
<tr>
<td>04</td>
<td>35,153</td>
<td>36,127</td>
</tr>
<tr>
<td>05</td>
<td>35,600</td>
<td>36,578</td>
</tr>
<tr>
<td>06</td>
<td>36,060</td>
<td>37,017</td>
</tr>
<tr>
<td>07</td>
<td>36,868</td>
<td>37,839</td>
</tr>
<tr>
<td>08</td>
<td>38,050</td>
<td>39,074</td>
</tr>
<tr>
<td>09</td>
<td>40,353</td>
<td>41,459</td>
</tr>
<tr>
<td>10</td>
<td>42,806</td>
<td>44,387</td>
</tr>
<tr>
<td>11</td>
<td>45,883</td>
<td>49,169</td>
</tr>
<tr>
<td>12</td>
<td>47,312</td>
<td>50,777</td>
</tr>
<tr>
<td>13</td>
<td>52,425</td>
<td>54,959</td>
</tr>
<tr>
<td>14</td>
<td>55,091</td>
<td>58,745</td>
</tr>
<tr>
<td>15</td>
<td>58,508</td>
<td>61,898</td>
</tr>
<tr>
<td>16+</td>
<td>58,597</td>
<td>60,385</td>
</tr>
</tbody>
</table>

**Supplemental Responsibility Pay @ 4.97%**

- **2011-12**
- Matches your placement on State Salary Schedule

For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five credits may be counted at the master's degree. Thus, as used in this sub-section, the column headings "MA=(N)" refer to the total of:

(i) Credits earned since receiving the masters degree; and

(ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master's degree.

"BA" means a baccalaureate degree.

"MA" means a masters degree.

"PhD" means a doctorate degree.

"Years of Service" shall be calculated under the same rules used by the office of the Superintendent of Public Instruction.

"Credits" means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A 145 020 and RCW 28A 145 023.

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the state salary allocation schedule and LEAP documents referenced in this act, or any replacement schedules and documents unless:

- The employee has a masters degree, or
- The credits were used in generating state salary allocations before January 1, 1992 (referred to as "grandfathered degree" as noted in column 8)

The certificated instructional staff base salary specified for each district in LEAP Document 2 and the salary schedules in this section include zero learning improvement days and a 1.9% reduction for the 2011-12 school year.
### Extracurricular Position | Stipend (Percentage of Base) | Stipend Amount
--- | --- | ---
Athletic Director | 15% | $5,164 (plus one period)
 | 20% | $6,885 (outside school day)
Music Director (w/ 3 add'l activities) | 9% | $3,098
Honor Society Advisor (Elem. or H.S.) | 2% | $688
Yearbook Advisor (outside school day) | 4% | $1,377
Yearbook Advisor (in school day) | 2% | $688
Pep Club Advisor | 4% | $1,377
Class Advisor (M.S.) | 5% | $1,721
Class Advisor (9th, 10th, or 11th Grade) | 3% | $1,032
Class Advisor (12th Grade) | 5% | $1,721
Knowledge Bowl Advisor | 3% | $1,032
ASB (H.S.) | 15% | $5,164
ASB (M.S.) | 10% | $3,442
Activities Coordinator (Elem.) | 5% | $1,721
Drama Advisor | 2% | $688
FCCLA/FBLA Advisor | 2% | $688
Indian Club Advisor | 2% | $688
Cheerleader Advisor | 5% | $1,721
Librarian | n/a | 5 additional days (prorated based on FTE)
Counselor | n/a | 2 additional days (prorated based on FTE)

**Base for 2011-12: $33,401**

---

**Washington K-12 Salary Allocation Schedule for Certificated Instructional Staff**

www.k12.wa.us/safs/PUB/PER/SalAllocSchedule.pdf

The above schedules are used to determine state salary allocations for certificated instructional staff (i.e., teachers and educational staff associates) for 262 public school districts in Washington State. The remaining 34 public school districts receive somewhat higher allocations due to a higher base salary.

The state schedule determines ALLOCATIONS of state funds. ACTUAL SALARIES ARE DETERMINED IN LOCAL NEGOTIATIONS. Questions regarding individual employee compensation should be directed to the local school district personnel or payroll office.
Memorandum of Understanding

The District and Association agree to the following provisions regarding 2012 Washington Laws Ch. 3 (ESSB 5940):

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.

2. The District has asked an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes procured and plans offered include:
   (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
   (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
   (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

   The quotes procured by the broker have been reviewed and the choice of plans offered has been made using the same procedure for selecting health plans as was used in the 2011-12 school year.

3. The parties have not reached agreement and are continuing to bargain regarding other aspects of ESSB 5940 including (a) that employees selecting richer benefit plans pay a higher premium; (b) that districts make progress toward a 3:1 ratio goal of full-family to employee-only coverage premiums; and (c) that each employee included in the pooling arrangement within the CBA who elects medical benefit coverage pay a minimum out-of-pocket charge.

4. This MOU shall be effective for the 2012-13 school year.

\[\text{District}\]
\[\text{Association}\]
\[10-5-12\]
\[10-4-12\]
LETTER OF AGREEMENT

The Cape Flattery School District No. 401 (the “District”) and the Cape Flattery Education Association (the “Association”) agree as follows:

During the 2012-13 school year, the Teacher Evaluation Task Force is piloting a teacher evaluation system in order to test and refine rubric forms, the observation form, and the tiered evaluation system plan and its processes. In order to better evaluate the validity, reliability, usefulness and time required to fully implement the system, the District and CFEA agree to the following:

1. The Teacher Evaluation Task Force consists of CFEA President and CFSD Superintendent.

2. The TPEP budget will be collaboratively developed and approved by the CFEA President and the CFSD Superintendent.

3. Additionally, 20% or more of the CFSD Certified Staff volunteer to participate in the pilot.

4. All new teachers coming into the district and/or current provisional staff shall participate in the pilot.

5. The pilot evaluation system shall not be used to place an employee on probation. The employee may be returned to the current contract’s summative evaluation if the principal determines that a formal plan of improvement may be necessary or that a provisional employee may face possible nonrenewal.

6. The documents and tools, including the evaluation criteria, may be revised along the way by the CFEA President and the CFSD Superintendent.

The CFEA/CFSD Teacher Evaluation Task Force will meet monthly, in order to continue to research and make recommendations for revision of the current pilot documents. The system will be refined based on input from teachers and principals who are participants in this pilot, as well as utilizing feedback from the current Teacher Evaluation Task Force. Except as described in 1-6 above, all CFEA individual member rights, CFEA Association Rights, and CFSD Administrative Rights are maintained and protected as described in the CBA and in law.

Cape Flattery School District No. 401

Kandy Ritter
Superintendent

Date

Cape Flattery Education Association

Serena Doyle-Elrum
President

Date
LETTER OF AGREEMENT

The Cape Flattery School District No. 401 (the "District") and the Cape Flattery Education Association (the "Association") agree as follows:

The Association and the District will form a committee to review District policy related to change in the daily school operations during inclement weather, dangerous road conditions, or other emergencies, as agreed upon during negotiations for the agreement. The committee will endeavor to complete its review and recommendations by no later than August 31, 2012.

Cape Flattery School District No. 401

Kandy Ritter
Superintendent

1-1-12
Date

Cape Flattery Education Association

Serena Doyle-Elvrum
President

6-4-12
Date
LETTER OF AGREEMENT

The Cape Flattery School District No. 401 (the “District”) and the Cape Flattery Education Association (the “Association”) agree as follows:

To address recent changes to the State Allocation Model Salary Schedule for Certificated Instructional Staff and a reduction of 1.9% in state funds allocated to certificated employees, the District agrees to certain reductions to work time. For the 2012-13 contract year, employees shall have an early release from their assigned duties on the following dates:

- September 28, 2012
- October 19, 2012
- December 21, 2012
- January 18, 2013
- February 15, 2013
- May 10, 2013
- May 24, 2013

Early release times shall be determined by the Superintendent prior to the start of the school year.

The terms of this letter of agreement shall be in effect only for the 2012-13 contract year.

Cape Flattery School District No. 401

Kandy Ritter
Superintendent

\[6-4-12\]

Date

Cape Flattery Education Association

\[6-4-12\]

Date

Serena Doyle-Elvrum
President