

Collective Bargaining Agreement

between

Crescent Education Association

and

Crescent School District

September 1, 2016

through

August 31, 2019

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PREAMBLE

The District, as herein defined, has a statutory obligation pursuant to the Education Employment Relations Act (Chapter 41.59 RCW), to bargain with the Association as the exclusive representative pursuant to Article I of this Agreement regarding hours, wages, and terms and conditions of employment.

In consideration of that obligation this Agreement is by and between the Crescent School District No. 313, hereinafter called the "District", and the Crescent Education Association, hereinafter called the "Association". The Crescent Education Association is an affiliate of the Washington Education Association and the National Education Association.

The term "District" when used hereinafter shall mean the Board of Directors of Crescent School District No. 313 or its lawfully delegated representative(s).

The term "Employee" is defined as a certificated member of the bargaining unit.

I. ARTICLE I - ADMINISTRATION

A. Section 1 Recognition

The Board recognizes the Association as the exclusive bargaining representative of the contracted certificated educational employees of the District, with the exception of the administrative officers and supervisory personnel and others who may be excluded by law, or by mutual agreements of the parties.

B. Section 2 Conformity to Law

The District and the Association agree that this Agreement shall be binding on both parties except that if any section or provision is, or will be contrary to law, then such section(s) or provision(s) shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations at the request of either party for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) found contrary to law.

C. Section 3 Distribution of Agreement

Within 45 working days following ratification and signing of this Agreement, the District shall post the Agreement to its web site and email the address to each employee. The web address of the Agreement will be made available to all applicants applying for positions with the District. Both parties shall agree upon the format of the Agreement.

D. Section 4 Individual Employee Contracts

1. The District shall issue to each current employee that is to be re-employed for the following year a contract indicating the employee's assignment not earlier than May 15.
2. Such contract shall be in conformity with Washington State Law, State Board of Education Regulations and this Agreement.
3. The employee will have ten (10) business days to accept the district's contract offer, sign the contract and return it to the District at which time the district and the employee shall consider the contract binding for the full duration of the contract period except in emergency situations involving severe health conditions precluding fulfillment of the contract or relocation due to spouse's employment

E. Section 5 Scope of Agreement

This Agreement constitutes the negotiated agreements between the District and the Association and supersedes any previous agreements, practices or understanding whether oral or written between the parties. This Agreement expressed herein in writing constitutes the full and complete Agreement between the District and the Association.

F. Section 6 Grievance Procedure

1. A grievance is an alleged violation of terms and/or provisions of this Agreement.
2. A grievant shall mean an individual, a group of individuals and/or the Association.
3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

Procedure for Processing Grievances

1. Immediate Supervisor - Step I

- a. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the event(s) giving rise to the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- b. The "Statement of Grievance" (pages 8-9) shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.
- c. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the specific reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), Association representative and the superintendent.

2. Superintendent - Step II

- a. If no satisfactory settlement is reached by Step I, the grievance may be appealed to Step II, Superintendent, or his designated representative, within seven (7) working days of receipt of the decision rendered in Step I.
- b. The superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.
- c. The superintendent or his designated representative shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

3. Arbitration

- a. If no satisfactory settlement is reached at Step II, the Association, within fifteen (15) working days of the receipt of the Step II decision, may appeal the final decision of the District to arbitration. The District and Association shall first try to mutually select an arbitrator, but if agreement is not reached within ten working days, the Association shall submit the grievance to the American Arbitration Association 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 this Article.
- b. If the District and Association cannot agree on an arbitrator, the Arbitrator will be selected in accordance with voluntary rules of the American Arbitration Association and the date(s) for hearing will be set by the parties and the Arbitrator. The Arbitrator will issue a written decision within twenty (20) days from the date the final written briefs have been submitted or, if no briefs are submitted, within twenty (20) days of the close of the hearing.
- c. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on 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. Jurisdiction of Arbitrator

- a. The Arbitrator shall be without power or authority to, subtract from, or alter any of the terms of this agreement.
- b. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.
- c. The Arbitrator shall have no power or authority to rule on any of the following and this agreement shall be construed such that no contractual rights are intended that would impact any of the following decisions of the District.
 - 1) Failure to re-employ any provisional employee.
 - 2) Failure to re-employ an employee to a position on the supplemental salary schedule.
 - 3) Any matter involving employee evaluation, provided that Evaluation Procedure Article III, Section 9, shall be subject to the Arbitrator's review.
 - 4) Any matter involving employee probation procedures, discharge, non-renewal, adverse affect or reduction in force.
 - 5) Decision by the District of the qualifications of any applicant or employee or standards of performance for a particular position.

5. Time Limits

- a. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- b. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Association to lodge an appeal at the next step of this procedure.

- c. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.
- d. During school breaks "working days" shall include days the District office is open.

6. Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances and grievances involving the evaluation procedures will be lodged at Step II of this procedure.

7. Reprisals

No reprisal of any kind will be taken by the District against any employee because of his participation in any grievance.

8. Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

FORMAL STATEMENT OF GRIEVANCE - (STEP ONE)

Type or Print

Grievant(s) _____

Date of Formal
Presentation _____

School _____

School Phone _____

Immediate
Supervisor _____

Date of Alleged
Violation _____

=====

1. Specific Facts Giving Rise to the Grievance:

2. Specific Provision or Provisions of the Agreement Alleged to be Violated:

3. Remedy (Specific Relief) Requested:

DISTRIBUTION

Immediate Supervisor
Association Representative
Superintendent
Grievant(s)

Signature of Grievant

Date: _____

Signature of Association Rep.

Date: _____

Signature of Immediate Supervisor

Date: _____

(To be completed by the Immediate Supervisor within five working days after receipt of the grievance) -
Step I

I. Grievant(s) _____ Date/Formal
Presentation _____

School _____

Decision of Immediate Supervisor and Specific Reasons Therefore:

Date of
Decision: _____

Signature of Immediate Supervisor

II. Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to Step Two of the Grievance Procedure.

Date of
Response _____

Signature of Grievant

Signature of Association Rep.

Distribution

Superintendent
Association Representative
Grievant(s)

II. ARTICLE II - MANAGEMENT AND ASSOCIATION RIGHTS AND DUTIES

A. Section 1 Association Rights

1. Use of Buildings, Equipment, Bulletin Boards, Mail, Email

- a. The Association shall be responsible for all damage, liability and additional costs directly caused by their exercise of the following rights.
- b. The Association and its representatives shall have the right to use the District's designated buildings for meetings and to transact Association business provided that it does not interfere with or interrupt normal school operations.
- c. The Association shall have the right of posting notices of activities and matters of Association concern on bulletin boards provided that it is signed by the individual posting such notices.

The Association shall have the right of using the District's mail, email, and communication service at no cost to the District, and employee mail boxes for communication purposes.

2. Access and Association Business

- a. Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- b. The President shall have the above mentioned rights free from coercion, discrimination, or harassment when exercising the Association obligations.

3. New Employees

The Association shall be allowed access to all new employees for the purpose of presenting Association programs so long as it does not interfere with the employee's work.

4. Association Released Time

Whenever Association representatives are mutually scheduled with the District's representatives to participate in grievance hearings during working hours, said representatives shall suffer no loss or pay and/or fringe benefits.

B. Section 2 Non-Discrimination and Non-Restriction

1. The parties agree that there shall be no discrimination against any employee and agree to comply with federal and state laws requiring non-discrimination, including sexual harassment laws. It is further agreed that the provisions of this Agreement shall be applied and administered without discrimination.
2. 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 administrative rules except as limited by binding arbitration of grievances.
3. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it reflects upon general teaching effectiveness or is a violation of the code of professional conduct.

4. The District will not interfere with the legal right 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, interferences, restraint or coercion.
5. The district shall conduct an investigation of all good faith claims of sexual harassment in connection with the job.
6. Any staff member who is found to have violated this section after an investigation will be subject to disciplinary action including the possibility of termination.
7. There shall be no retaliation against anyone for filing a good faith complaint of discrimination, including sexual harassment.

C. Section 3 Management Rights

1. All rights, duties and functions of management shall remain exclusively within the control of the District subject to the terms and provisions of this Agreement.
2. The District agrees to notify the Association of any proposed changes in employee's wages, hours, terms and conditions of employment not covered by this Agreement. This Agreement shall be reopened to bargain the proposed changes at the request of either party in writing pursuant to RCW 41.59.

D. Section 4 Safe Working Conditions

The District agrees to insure safe and non-hazardous working conditions within the District, by complying with federal and state statutes relating to safe conditions.

E. Section 5 Meetings

1. Upon request of either party, Association representative(s) shall meet with the superintendent and/or his/her designated representatives at a scheduled monthly meeting to review and discuss matters covered by this Agreement, general employee/District relations, hiring decisions with staff input and matters that affect instructional effectiveness (such as class size, instructional materials, supplies, building conditions, support services, etc.). Such meetings may be postponed or canceled by either party if mutually agreed. These meetings are not intended to bypass administrative channels or the grievance procedure.
2. At the discretion of either party, additional meetings shall be scheduled, at a mutually agreeable time, but not later than five (5) working days from the date the request is made. Such requests will be in writing and will contain the items of concern.

F. Section 6 Administrative Council

The District and Association support the concept of site centered decision making and the Administrative Council decision making model.

The Crescent Administrative Council shall consist of the following representatives: Superintendent/Principal; Administrative Assistant; Director of Finance; Facilities and Transportation Director; a classified employee; an elementary representative; a middle school representative; a high school representative; and an Olympic Peninsula HomeConnection (OPHC) representative.

Input will be considered from all areas of the school to create a collaborative environment. The Administrative Council will serve to open lines of communication with school staff. The Administrative Council will provide the following:

1. A voice for staff to share concerns
2. A clearinghouse for agreed upon budget expenditures, such as field trips
3. To serve as the district safety committee
4. To advise the superintendent in multiple areas including but not limited to:
 - a. Staff in-service
 - b. Staff selection interview teams
 - c. Collaboration issues
 - d. Small group collaboration proposals

III. ARTICLE III - PERSONNEL

A. 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:

1. All visitors to a school an/or classroom work station shall obtain the approval of the principal, and if the visit is to the classroom, the time will be arranged after the principal has conferred with the teacher.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. In the administration of this provision it is understood that the District will make every reasonable effort to comply with it but that if a patron fails to confer with the District or the employee no liability will be incurred by the District.

B. Section 2 Student Discipline

1. In the maintenance of a sound learning environment, the District expects acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, gender, or status. Such discipline shall be consistent with applicable federal and state laws.
2. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall respond to all employees' requests regarding discipline problems, provided that the employee has followed district policies and procedures. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, concerning matters not provided for by specific policies adopted by the Board and not consistent with federal and state laws or regulations.
3. School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
4. Each teacher is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his or her individual classroom and instructional or activity area for all or any portion of the balance of the day or until the principal or designee and teacher have conferenced, whichever occurs first: provided, that except in emergency circumstances as provided for in WAC 392-400-290, the teacher shall have first attempted one or more alternative forms of corrective action: provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.
5. The in-service committee shall consider teacher input regarding the need for in-service on student discipline laws, duties and regulations.

C. Section 3 Layoff and Recall

1. In the event that the District determines/has probable cause for lay-off based on the lack of sufficient funds or loss of levy election, those employees to be laid off will be identified by the use of the following procedure. Those employees so identified will receive a notice of non-renewal as provided by statute.

2. The District will determine the reduced program that is to be offered. The reduced program will be identified by classes/programs and the number of FTE employees within each to be reduced. Each employee will be considered for retention within classes/programs to which they are assigned at the time of the determination of the need for layoff.
3. Each employee shall be ranked in accordance to their Washington State Seniority and those employees with the least seniority within the identified classes/programs and those employees in classes/programs which are eliminated will be initially identified for layoff to the extent of the identified reductions. Seniority shall be defined as total years of service working in the State of Washington as documented and credited in District records. Any ties that may exist will be resolved through seniority within the Crescent School District. If ties still exist, then such will be resolved by determining the employee with the most credit hours beyond the BA degree as used for placement on the salary schedule.
4. Employees initially identified for layoff may be retained within classes/programs that have not been identified for reduction if they have more seniority than an employee that is to be retained and are qualified for such position. Qualification shall be determined by application of the following criteria in the order in which they are listed:
 - a. An employee must possess an appropriate and valid Washington State certificate/endorsement for a retained position.
 - b. An employee must have the equivalent of a major or minor in the particular field in which the majority of his/her teaching time will be devoted for a secondary position. An employee must have at least eight quarter hours of college credit in the field of elementary reading, elementary language arts, or children's literature and at least one college level course in at least three of the following six areas: elementary mathematics, elementary science, elementary social studies, elementary arts, elementary music or elementary health and physical education for a teaching position in a primary or intermediate grade. The requirements of college preparation will be waived for any employee in a position if he/she previously has successfully taught in the particular field within the last two years.
 - c. After consideration of retention has been determined for retention in a retained class/program, the final list of those employees to be laid off shall be determined.
 - d. In application of this procedure, the senior most qualified employee shall be given the job.
5. The District will provide each employee prior to any initial determination of layoff, an ordered list based on Washington State seniority and the number of credit hours beyond the BA.
 - a. Any employee may, in writing, and within ten (10) days of receipt of the list, file with the Superintendent his/her objection to the ranking order. The employee may request consideration for the modification of the list based upon the facts used to compile the list. If the Superintendent rejects the individual's request for modification of the list, he/she shall do so in writing and provide the employee and the Association with copies thereof. Any further appeal shall be handled through the Grievance Procedure.
 - b. The District shall request from each employee that has been initially identified for layoff, the necessary information for application of the above criteria. It is the employee's responsibility to provide the district with transcripts and any past record of employment.

- c. Those employees that have been initially identified for layoff may request retention in other classes/programs based upon the criteria in III.C.4.a-d above. Such request shall be made in writing to the Superintendent and shall state the basis of the request and be submitted within ten (10) days of the initial identification. If the Superintendent rejects the individual's request, he/she shall do so in writing stating the reasons therein within five (5) days of receipt of a request for consideration.

6. Employment Pool and Recall Procedures

- a. All employees who receive notice of probable cause will be placed in a District employment pool. In filling any vacancy, the same criteria as outlined in subsection III.C.5.c above will be used to determine qualifications. No vacancy shall be filled from outside the employment pool unless no employee in the pool is qualified for the vacant position or all qualified employees have turned down the vacancy. The term "vacancy" shall be liberally construed, and shall include all positions that may become available for any reason. All employees shall be granted upon request a leave of absence without pay or benefits. The resulting leave replacement contracts will be offered to employees in the employment pool.
- b. When a vacancy occurs, notification from the District shall be by certified mail. It shall be the obligation of each employee in the employment pool to provide the District in writing with a current address. An employee shall have fifteen calendar days from receipt of the letter to accept employment. Failure to accept an offered position equal to the FTE status that the employee was laid off from will cause that employee to forfeit all rights under this subsection of the Agreement. All employees shall be retained in the employment pool until September 15 following the year of implementation of the reduced program.
- c. Employees in the employment pool shall be given preference to be employed as substitute teachers provided that they request such preference in writing and they are qualified by state certification.

7. Alternative RIF Procedure

- a. If the only employees to be laid off are provisional employees, the above procedures need not be implemented except that where ties exist among provisional employees, the tie breaker as used in III.C.5.c above shall be used to determine which qualified provisional employee(s) shall be retained.

D. Section 4 Assignment/Transfers

1. Assignments

- a. Employees requesting a transfer or reassignment to fill a newly created position or an existing vacancy shall adhere to the following procedures.
 - 1) The employee shall submit a Letter of Interest which shall be kept on file by the District.
 - 2) Employment of any new employee for a vacant position shall not be made until all those employees who have a pending Letter of Interest have been acted upon.
- b. All employee assignments shall be made consistent with certification requirements of the Professional Educators Standards Board, individual employee education,

educational employment experience and the terms of this agreement. Employees shall be notified of tentative assignments for the following school year by June 1st of the preceding school year. Employees shall be notified of a change in teaching assignment in writing at least thirty (30) days prior to the beginning of the assignment, except in the case of emergency (e.g. enrollment changes, etc.) An employee who objects to a reassignment will have the opportunity to meet with the Superintendent for the purpose of discussing the reasons for such reassignment.

- c. All employees shall be given an opportunity to provide input at a staff meeting to the scheduling and assignment procedure prior to assignments being made each semester and school year.
- d. Employees who are involuntarily reassigned to a different building or to a different grade level, or outside their endorsement (major/minor or similar preparation if no endorsement), shall be given two days of release time with pay.

2. Vacancies and Transfers

- a. A vacancy is when a position within the bargaining unit is open and requires the hiring of another employee.
- b. To assure currently employed employees are given every consideration in filling any vacancies or newly created positions, including co-curricular positions, which occur at any time within the District, the following procedures shall be used:
 - 1) All vacancies and new positions shall be publicized to the employees.
 - 2) Said notice of vacancy or new position shall clearly set forth the qualifications for the positions and the procedures for applying.
 - 3) All vacancies or new positions pursuant to this Article shall be filled by the most qualified applicant, with present employees to be given priority in the event of equal qualifications.
- c. The district will post the vacancy on the district website. During the school year, the district will notify employees of a vacancy at a staff meeting and/or by e-mail. During the summer, the district will notify employees of a vacancy by email.
- d. All employees who have submitted a Letter of Interest will be interviewed using the established interview process for any listed position/vacancy for which they possess the posted qualifications.
- e. Staff involvement in the hiring process
 - 1) Interview teams for all non-classified certificated teaching and support positions will include an Administrative Council and Superintendent approved non-provisional certificated staff member who has a direct professional relationship with the position being filled.
 - 2) The interview team will use the district approved formal interview process and interview instrument.
 - 3) Interview team members will review application materials and recommend to the superintendent within five (5) business days after application closing date and make a list of candidates to consider for interview.
 - 4) The interview team will recommend their first and second candidate choices to the superintendent.

- f. Employee's education, educational employment experience, and other employment qualifications shall be the criteria used in the transferring of employees to newly created or vacant positions within the District. The District specifically reserves the final and exclusive right to decide issues of qualification of any employee or applicant for employment for any position.
- g. Staff members not selected to fill a position will receive written notification from the interview team containing a brief explanation of the team's reasoning. Not later than thirty (30) days prior to the beginning of the school year if applicable, the District shall notify each employee whose request for transfer or reassignment was not granted and state the reasons why the transfer was denied.

E. Section 5 Personnel Files

1. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District office in the presence of an administrator. Such file shall be the official personnel file. The employee shall have the right to inspect all employment references leaving the District. Upon request, up to one copy per item per year of any documents contained therein shall be afforded the employee at the District's expense. Additional copies will be at the employee's expense. The only other personnel files to be kept in the District shall be in the employee's principal's office, with the above rights guaranteed for this file.
2. A representative at the employee's request, may be present at any personnel file review.
3. Upon request by the employee, the Superintendent or his/her designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.
4. Each employee's personnel file shall contain the following minimum items of information: all employee's evaluation reports, copies of annual contracts, and a transcript of all academic records (supplied by the employee).
5. No evaluation, correspondence or other written 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 within two weeks after receipt of the material.

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 material to be filed and does not necessarily indicate agreement with its content.

6. Any derogatory statements from non-professional sources will only be placed in the personnel file after an investigation has been made by the employee's supervisor. If the supervisor feels the facts are substantiated, then an account of the investigation and findings will be included with the statement, otherwise the materials will not be included in the file.

F. Section 6 Staff Protection

1. Employees will be included on District liability policies subject to the terms of such policies.
2. Any case of assault upon an employee who is acting within the scope of his duties shall be reported to the District or its designated representative. The District shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities in a resulting criminal action.
3. A copy of the District's current teacher liability policy will be made available to the Association.

G. Section 7 Employee Facilities

The District agrees to provide:

1. An accessible work area with equipment and supplies, including but not limited to a computer and telephone, and access to a document camera and projector as needed, to aid in the preparation of instructional materials at all times.
2. A locking locker or locking file cabinet or locking desk shall be provided for each employee in their work area. Each employee shall be issued the keys for their locker, file cabinet and work area so they are guaranteed access at all times. Employees will be responsible for costs of re-keying when keys are lost.
3. Supplies and equipment for use in carrying out the prescribed education program.

H. Section 8 Due Process/Just Cause

1. No employee shall be disciplined either with an oral warning or a written reprimand without just cause.
2. Any charges which are made shall be reduced to writing and delivered to the affected individuals and the Association prior to any formal action being taken.
3. An employee shall have the right to have a representative of his own choosing present in any situation which may adversely affect his employment status.
4. If the employee and the Association request, and the District agrees, non-renewal of continuing contract employees, terminations, and adverse effects may be arbitrated as an election of remedies and a waiver of any other choice of potential remedies. In such cases the jurisdiction of the arbitrator shall extend to hear appeals of such actions and will be empowered to rule on the case based on the "preponderance of evidence" standard.
5. If any meeting is held with an employee to discuss a parent or other 3rd party complaint, and a Board member will be present at such meeting, the employee will be given advance notice of the Board member's attendance and an opportunity to have an Association representative present at such meeting.

I. Section 9 Evaluation

1. All classroom teachers in each building will be evaluated pursuant to the state four-level evaluation requirements and the Marzano instructional framework. All provisional teachers and any continuing contract classroom teachers who do not have four years of satisfactory evaluations shall be evaluated on the comprehensive evaluation format. Eligible classroom teachers will receive a focused evaluation as allowed by the law.
2. The comprehensive and focused evaluations referenced above shall be conducted in accordance with the statutory requirements in RCW 28A.405.100. For purposes of this new evaluation system, the parties have agreed to adopt the Marzano Teacher Evaluation Model as approved by OSPI.
3. All evaluators and the classroom teachers shall receive comprehensive training in all eight criteria in the new evaluation system. The training for evaluators shall include professional development designed to maximize rater agreement.
4. The term "classroom teacher" used in this section means a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).
5. A conference will be held prior to each formal observation. These conferences shall be conducted not more than ten (10) days prior to the observation. Two (2) days minimum notice shall be given before a pre-conference. Twenty-four (24) hour notice shall be given before an in-classroom formal observation. A post conference will be held no more than ten (10) days after the formal classroom observation.
6. The judgments reflected in employee evaluations and observation documents will be based on the professional performance of the employee as cited in the current evaluation system and not the standardized test or performance assessment scores of the students taught by that employee, except to the extent those scores are included in the employee's required student growth impact rating.
7. Employee student growth goal data is due to the evaluator by May 1. The employee and evaluator may mutually agree to extend this deadline, with notice to the Association.
8. Final evaluations shall be completed by June 1. The employee and evaluator may mutually agree to extend this deadline, with notice to the Association.

J. Section 10 Work Day

1. The employee workday shall be seven and one-half (7 1/2) hours inclusive of a duty free lunch period of thirty (30) consecutive minutes.
2. On days preceding holidays and vacations, the employee's regular workday shall end when students are dismissed, provided that, no parent conferences are necessary or scheduled for those days.
3. Included within the workday shall be a minimum of preparation/conference time averaging 280 minutes per week for full-time elementary classroom teachers. This preparation time shall be in blocks of time no less than twenty (20) minutes.
4. Included within the student instructional day, shall be a minimum of preparation/conference time of one class period per day for full-time secondary teachers. A teacher will be assigned

not more than five (5) different subject preparations each day of the semester unless mutually agreed to by employee and district

5. Employees shall not be required to perform duties beyond the regular workday, other than preparation for their regular teaching duties, unless compensated at a rate equal to the employee's hourly per diem rate or at a rate stated in a stipend agreement. Such activities require prior approval for eligibility for such payment. The district may offer release time, in lieu of such payment, at the District's option. If an employee is required to substitute for another employee, that employee will be paid their per diem rate for giving up their work preparation period. No additional payments will be made for volunteer situations.
6. Part-time employees shall have prep-time and WAC time pro-rated according to the percentage of their contract (e.g. .5 contract = 50% of prep-time and 50% of WAC time).
7. In the event that a classroom teacher who is not serving as an administrative intern is asked to fulfill the responsibilities of the principal in overseeing the building in the principal's absence, and in the event that the teacher is not already designated "head teacher" and remunerated as such, a substitute shall be hired for the designated classroom teacher and the designated teacher shall be paid an additional \$80 for a full day and \$40 for a half day.

K. Section 11 Lesson Plan

Employees shall be responsible for the development of daily lesson plans. The form and content of such plans shall be determined by the employee. Cumulative daily lesson plans shall be available to the administrator at the employee's work station. If an employee is required to perform regular job and substitute for another employee, the employee will be paid his/her per diem rate of pay pro rata for hours worked in addition to their regular pay.

L. Section 12 Mentor Teacher

Employees interested in becoming mentor teachers for teachers new to the professions for the following year should make application to the Superintendent prior to the end of school. Whenever possible, a mentor teacher will teach in the same major-related area of concentration, or grade level. Mentor teachers 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 each compensation shall be reviewed by the building principal. Mentors shall be allowed release time to observe the mentee for up to one (1) day or seven and one half (7½) hours per year from the 37.5 hour allocation. All formal mentor relationships are subject to District funding and must be approved by the Superintendent prior to the start of the school year.

M. Section 13 Consumable Supplies

1. The District agrees to annually establish a fund of four hundred dollars (\$400) per employee, on the basis of FTE, to purchase incidental classroom supplies and materials and for use in mutually approved professional growth option plans, and for use for expenses for attending a state inservice activity.
2. Incidental class supplies are any classroom materials that may be, but are not required to be, used for classroom instruction or maintenance of equipment.
3. An itemized accounting will be provided, upon request, from monthly reports and is available in the business manager's office.

4. Amounts not used one year may be carried over to the next year up to a maximum of \$800 to be available for that year.
5. This section is contingent upon passage of levy in the previous school year and to collections of two (2) levy amounts in the budget year of expenditures.

N. Section 14 Early Release for Staff Collaboration/Development

When approved by the school district Board of Directors, the district will provide early release time up to one hour weekly for the purpose of staff collaboration/development. Staff activities shall continue thirty (30) minutes past the end of the usual work day on early release days. The staff activities during the early release time shall fulfill the goals of the existing district staff development plan.

IV. ARTICLE IV- ECONOMIC PROVISIONS

A. COMPLIANCE

1. The district shall pass through the BEA average funded salary allocation for BEA certificated instructional staff for the school year. Supplemental contracts shall not be funded from BEA funds except provided below for the counselor position.
2. In any school year when the District does not have two (2) levy collections, all ten (10) days of the counselor's extra days shall be paid for out of BEA funds. Otherwise, only five (5) days may be paid from BEA funds. If any extra days are offered beyond those five (5) days, they shall be placed on a supplemental contract and not be funded from BEA funds.
3. If additional or less BEA funds are provided for base salary improvement during the term of this Agreement, this Agreement shall re-open to negotiate base salary changes up to the maximum allowed and funded BEA average salary levels.
4. All employees (B.E.A. and non-B.E.A.) will be paid on the state SAM (Salary Allocation Model) salary schedule.
5. The actual average salary paid to basic education certificated educational instructional staff shall not exceed the District's average basic education certificated education allocations for that school year.

B. Section 1 Salary Schedule Provisions

1. The District agrees that all employees will be correctly placed and paid pursuant to the SAM salary schedule contained in this Agreement as Appendix C. Any individual contract may be changed for mistakes made therein to conform to this Agreement. Placement on the SAM salary schedule will be based on state rules and regulations for credits and years of service.
2. The District agrees to accept all upper division and graduate credits and clock hours transcribed through the ESD #114 toward advancement. The District shall accept clock hour/in-service credits that meet Professional Educators Standards Board approval for clock hour/in-service credit. All such credits must be funded by the state for salary allocations purposes.
3. The salary index is found in Appendix C and by this reference is incorporated herein.

C. Section 2 Salary Payment Method

1. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Supplemental contracts may be paid in monthly installments as requested by the employee. All employees shall use direct deposit for receiving pay. Payroll shall be issued to the employees on the last banking day of each month.
2. In the event of a mistake in payment that results in underpayment, corrections shall be made on or before the pay period, if the mistake is discovered before the ESD final processing payroll date. An underpayment that is discovered from a prior fiscal year will not be corrected unless the underpayment occurs during the month of August. When an overpayment is made, the employee shall meet with the administration to decide on a repayment schedule. Such repayment shall be made at least by the last pay check of the year unless it is the last pay check that is in error.

D. Section 3 Workman's Compensation

The District agrees to insure all employees under RCW Chapter 51, the Washington State Industrial Insurance Act (Workman's Compensation).

E. Section 4 Insurance Benefits

1. Annual enrollment for employee groups insurance programs shall be during the first fifteen (15) days of the school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insuring company.
2. The District shall contribute the state funded amount per month per FTE employee for insurance premiums. The district will not deduct the retiree medical subsidy amounts from the state funded amount per month.
3. If the District contribution does not cover the premiums in full for those insurance plans selected by the employee, the District shall deduct from the employee's monthly salary the amount necessary to pay the premium(s) due. The Board shall continue to authorize and approve a Section 125 (IRS) plan if allowed by law. There shall be a minimum monthly charge of one dollar (\$1.00) for those employees selecting optional medical plan coverage, but not for dental, vision, LTD and life coverage. Such minimum monthly charge shall be paid regardless of whether or not it could be covered by pooling.
4. Eligible employees selecting an HDHP with a Health Savings Account (HSA) may fund the HSA out of wages up to the IRS maximum. No District insurance contribution or insurance pool funds may be used to fund the HSA.
5. The District shall permit payroll deductions for tax-sheltered annuity programs endorsed by the Washington Education Association.

F. Section 5 Payroll Deductions

1. All salaries are subject to payroll deductions for:
 - a. State Teachers or State Employment Retirement Systems
 - b. Withholding tax
 - c. FICA
 - d. Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence).
2. The following deductions may be made if authorized by the individual and in accordance with RCW 28A.405.400:
 - a. Additional withholding tax
 - b. Approved medical plans
 - c. Salary Insurance
 - d. Tax-sheltered annuities
 - e. Payments to Washington School Employees Credit Union
 - f. WEA Dividend Life Program
 - g. Association Dues
3. Dues Deductions and Representation Fees

- a. On or before September 15 of each school year, the Association shall give written notice to the District of the dollar amount of dues and fees of the Association, which dues and fees are to be deducted in the coming year under all payroll deductions.
- b. The deductions authorized above shall be made in twelve (12) equal installments from each employee's paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated for each month the employee is employed. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction. Each month the District shall notify the Association of any changes in said list due to employees entering or leaving the employment of the District.
- c. The Association agrees to reimburse any employee from whose pay dues were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliates actually received the excessive amount.
- d. The Association will deliver to the District an Assignment of Wages Form which is attached as Appendix A and incorporated in this Agreement. This form shall authorize deduction of membership dues of the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and September 20, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid dues and fees by means other than through payroll deduction.

G. Section 6 Individual Contracts, Extended Contracts and Supplemental Contracts

1. Copies of Individual contracts

The board shall make with each employee employed by it, a written contract, which shall be in conformity with the laws of this State, and limited to a term of not more than one year. Every such contract shall be made in duplicate, one copy to be retained by the school district superintendent or secretary, and one copy to be delivered to the employee thereafter.

2. Length of Contract

- a. The total length of the employee's individual contract shall be one hundred eighty (180) days or such other number of days as may be established and fully funded by the state legislature. Any required additional workdays shall be compensated at 1/180 per diem of the employee's contract and salary schedule amount. Any state-funded professional development days shall be planned by the District in-service committee and shall meet funding requirements. Such days are scheduled during the school year on the district's calendar.
- b. The District shall provide thirteen (13) optional supplemental contract days at a per diem rate in the 2016-17 year of this agreement, sixteen (16) in the 2017-18 year of the agreement, and eighteen (18) in the 2018-19 year of this agreement provided the District collects two (2) levy collections for that school year, no levy failures occur during the term of this Agreement, and provided that the District's current small high school funding factor continues to be funded for the District. In 2016-17, eight (8) of the days are paid pursuant to subsection (c) below; in 2017-18, eleven (11) of the days are paid

pursuant to subsection (c) below; and in 2018-19, twelve (12) of the days are paid pursuant to subsection (c) below. Five (5), days are scheduled days when school is not held in 2016-17 and 2017-18 and six (6) of the days are scheduled when school is not held in 2018-19. If on-campus student enrollment falls below 10% of the 2015-16 average enrollment, three (3), four (4) beginning in 2018-19, of the total days (the days during the school year) shall be eliminated, following consultation with the Association to determine if there are alternative funding options available or if a day or days will be eliminated. Two (2) of these supplemental days shall take place before school starts and three (3), four (4) in 2018-19, during the school year, which shall be used for district-directed in-service, with input from the Association regarding the content of the days.

If the District suffers a revenue reduction of 2.5% more of annual operating revenue, or a revenue increase of 2.55 or more, either party may reopen this section of the agreement to accommodate the change in fiscal circumstances.

c. Time, Responsibility, and Incentive Supplemental Contract

- 1) For the duration of the agreement each employee will receive a supplemental contract to perform up to eight (8) days (7.5 hours per day) in 2016-17, eleven (11) days in 2017-18, and twelve (12) days in 2018-19. These hours will be compensated at their per diem hourly rate, for performing teacher directed duties outside of the contracted day, on or off school property, requiring additional time and responsibility such as:
 - a) Learning about, planning and integrating Common Core Standards into instructional practice and curriculum;
 - b) Implementing TPEP evaluation requirements: collection of evidence, criteria and rubric study, personal reflection and student/personal goal setting;
 - c) Preparing for school opening or closing;
 - d) Conferencing and communicating with parents and students in addition to conference weeks;
 - e) Supporting student activities such as dances, concerts, sporting events, performances, and traditionally non-compensated clubs;
 - f) Attending job related workshops, classes, and training;
 - g) Attending district meetings regarding individual students.
2. A part-time employee will receive a pro rata share of this supplemental contract stipend based on the employee's full-time equivalency (FTE).
3. The form of the supplemental contract is attached as Appendix D. Any employee not documenting the required number of hours consents to recovery of any overpayment through a payroll deduction, subject to the right to challenge such deduction through established grievance procedures.

3. Supplemental Contracts

- a. The District agrees to notify employees, in writing, of openings for the following year.
- b. The District agrees to use its best efforts to issue supplemental contracts no later than thirty (30) days prior to the effective date of the supplemental contract.
- c. There shall be a Supplemental Contract for the specified extra-curricular and supplemental assignments as herein provided. Appointments to extra-curricular, special and supplemental assignments shall be for one (1) year.

d. Beginning Teacher Assistance

Teachers new to the district will receive one (1) day of orientation training in August in support of their transition to the district.

5. Supplemental Salary Schedule

a. Drama

- 1) If two (2) plays per year/one (1) play per semester is funded, the drama coach will be paid an additional eight and one-half percent (8.5%) of the SAM schedule on a supplemental contract.
- 2) If such plays are not required, then one (1) oral/interpretation recital shall be required of any curriculum drama course per school year for the benefit of parents and community and at a time convenient to them.

b. Technology Coordinator

- 1) Represents district at regional technology meetings.
- 2) Responsible for assembling and leading a district technology committee as part of compiling, maintaining and submitting the district technology plan.
- 3) Provide at least once annually a report to the school board regarding the state of technology in the district.
- 4) Responsible for coordinating and maintaining online resources for staff and district supported online programs (i.e. Accelerated Math, Accelerated Reader, etc.)
- 5) Pay for such contract shall be eight and one-half percent (8.5%) of the SAM schedule.

6. Longevity Stipends

In recognition of employee's commitment to education in the Crescent School District the following longevity stipends shall be provided. Employee eligibility regarding the number of years of service will be determined based on the rounding process used for experience and education. The annual stipend will be paid in monthly increments throughout the year based on FTE. The stipends are as follows:

Eighteen (18) years of experience: \$500.00

Twenty (20) years of experience: \$1,000.00

H. Section 7 Leaves

1. Sick Leave

At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness or injury. Each employee's portion of unused sick leave allowance shall accumulate from year to year.

- a. Whenever an employee is absent from employment and unable to perform duties as a result of injury incurred in the course of the teacher's employment, the employee has three options for compensation:
- The employee may use his sick leave to compensate for the difference in the amount of state compensation and his regular salary to the limits of his accrued sick leave account. Sick leave account shall be reduced pro rata to sick leave payment.
 - The employee may rely on state compensation only and use no sick leave, with no reduction in the employee's sick leave balance.
 - The employee may use sick leave at the rate of a full day of leave for each day absent in addition to the state compensation, and the employee's sick leave account shall be reduced by a full day for each day absent.
- b. At the end of each year, upon request, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within the time period.
- c. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District.
- d. 1) An employee who has accumulated a sick leave balance of more than twenty-two (22) days may request the superintendent to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee transfer more than six (6) days of sick leave during any twelve (12) month period or request a transfer that would result in his/her sick leave accumulation going below twenty-two (22) days. Such a transfer of leave must be made for the benefit of a designated employee.
- 2) In addition to the requirements above, to be eligible to use leave transferred here under, an employee must suffer from an illness, injury impairment, or physical or mental condition which is of an extraordinary or severe nature which is likely to cause the employee to go on disability leave without pay or terminate employment.
- 3) Transferred days will be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days transferred.
- 4) The value of each sick leave day transferred shall be equal to the per diem rate of the person receiving the leave. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfer shall be implemented in an equitable manner to be determined before the leave is transferred.
- 5) This section shall be implemented consistent with RCW 28A.400.380 and any applicable WAC regulations.
- 6) An employee who has exhausted accumulated sick leave, including shared sick leave and who is unable to perform the duties because of personal illness, or other disability may, upon request, be granted leave under Article III, Section B Disability Leave (including Maternity Leave) of this Agreement.

- e. When an employee will be absent from work due to illness or injury he/she will give verbal or written notice, to the administrator and district not later than 7:00 a.m. of the first day of the illness or injury. If the absence is for consecutive days, the administrator should be verbally notified of the probable date of return. Two weeks (2) written notice for planned prolonged surgeries or other anticipated disabilities should be given the District when possible.
- f. The District may request a doctor's verification of an employee's ability or inability to work at any time a pattern of conduct or condition indicates the need for such medical assessment. If a specific medical professional is chosen by the District, the cost of such assessment shall be paid by the District.
- g. **Emergency Leave**

Each employee is entitled to use two (2) days of their advance sick leave allowance for emergency leave in each year. Applications for emergency leave must be made to the Superintendent within seven (7) days of the absence and shall be granted when the following conditions exist:
 - 1) The problems must be suddenly precipitated or of such a nature that pre-planning cannot relieve the necessity of the employee's absence.
 - 2) The problem cannot be one of minor importance or of a mere convenience for the employee.
- h. The District shall provide sick leave buy-out as per RCW 28A. 400.210 and WAC 392-136. If changes to those laws occur causing any greater financial liability for the District, the parties agree to reopen this section for further negotiation. Attached to this Agreement is an Exhibit, for illustrative purposes only, of sick leave buy-back. This Exhibit has been supplied by the Association and no rights are intended as a result of including such Exhibit as an attachment to this Agreement.

2. Disability Leave (including Maternity Leave)

- a. An employee requesting disability leave should give written notice to the District at least two (2) weeks prior to commencement of said leave when possible. The written request for disability leave should include a statement as to 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. Sick leave shall be granted under Section 1 of this Article. In the event sick 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, unless authorized in advance pursuant to Section I of this Article.
- b. Failure to return to work after the end of any such leave(s) may immediately terminate any potential employment relation with the District.

3. Adoption Leave/Paternity Leave

An employee adopting a child shall notify the District in writing of the intent to take Adoption/Paternity leave stating the expected date or commencement of and return to work. Adoption or Paternity leave shall be granted with pay up to three (3) days but shall not be deducted from employee's accumulated sick leave and shall not be accumulative.

4. Professional Leave with the District's Authorization

- a. Professional leave may be granted without pay for the purpose of furthering their education up to one (1) full year to those employees who have served the District a minimum of five (5) years. An employee who has a professional leave can become eligible for another professional leave after serving an additional five (5) years in the District.
- b. Upon his return, said employee shall suffer no loss of placement on the salary schedule or loss of accumulated sick leave from his/her employment prior to commencement of professional leave
- c. An employee applying for professional leave shall submit a written request to the District prior to May 1 of the school year prior to the year for which professional leave is to be taken.
- d. Upon return from professional leave the employee shall be returned to his/her former position if available, or if not available, to at least a substantially equivalent position with at least equivalent compensation.

5. Jury Duty/Subpoena Leave

- a. Leaves of absence with full pay shall be granted for jury duty leave and subpoena leave. The teacher shall notify the District when notification to serve on jury duty or a subpoena is received.
- b. Subpoena leave will not be available for any employee who is called to testify in any case in which the District is a party, unless the District subpoenas such employee.
- c. Members of the staff shall make every attempt to avoid missing a work day for such leaves, if possible.

6. Leave for Professional Conference and Meetings

Leaves with pay, to attend professional conferences and meetings, shall include the following:

- a. Leaves of up to three (3) days per year per employee for professional conferences and meetings must have prior district approval/authorization.
- b. Full Payment Leave: Substitute and necessary expenses paid by the District. This category applies to employees representing the District at professional conferences, meetings, symposiums and seminars.
- c. Partial Payment Leave: Substitute paid by the District with necessary expenses paid by the employee or outside agency. This category applies to employees representing the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.
- d. September 1 each year the District shall allocate a pool of \$6,000 for the purpose of supporting employees' efforts toward meeting professional goals. Each employee will be required to apply for funds and will require prior Crescent Administrative Team approval for up to \$1,000 annually. Any unused funds shall accrue up to \$12,000.

7. Bereavement Leave with the District's Authorization

A maximum of five (5) days paid leave shall be allowed for each death of an employee's mother, father, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, spouse, brother, sister, brother-in-law, sister-in-law, child, grandparents, grandchildren, and individuals who are permanent members of the household.

With District approval, employees may use accumulate emergency or personal leave for the death(s) of any other relative or close friend.

Requests for such leave shall be made at least twenty-four (24) hours prior to taking such leave and such requests shall be subject to the approval of the superintendent. The District retains the right to require documentation relative to use of this leave. Concurrent deaths in a family shall be treated as a single death.

Such leave shall not be accumulative.

8. Personal Leave

- a. Personal leave shall be up to two (2) days per year, non-cumulative, provided that sufficient substitutes are confirmed. The employee shall not be required to give reasons for the leave other than it is "personal".
- b. No more than five (5) employees can use personal leave on days in the first two or last two weeks of the school year, or to extend holidays, three (3) day weekends, or school breaks. Employees who do not use personal leave in a year may use the cost of up to two (2) substitute days of pay for personal reimbursement. If an employee chooses to carry over one day of personal leave to the following year (only), he or she must notify the District Office by June 1, or the unused leave will be cashed out.

9. Long Term Leave (unpaid leave of absence)

- a. After three (3) years of service in the district, a teacher may be granted an unpaid leave of absence if requested before April 1 preceding the desired year's absence. Leaves of absence up to one (1) year without pay may be granted with a written agreement to employees for the purpose of study, travel, recuperation, child care, working in a professional related field, Association, or Association related business. Notice of intent to return shall be submitted in writing to the Superintendent by April 1 of the year's leave of absence to receive employment for the following school year. Failure to submit a notice of intent to return to work to the Superintendent by April 1 will immediately terminate employment with the district.
- b. Upon return the employee shall be returned to his/her former position if available, or if not available, to at least a substantially equivalent position with at least equivalent compensation.

10. Association Leave

The Association will be allowed to use ten (10) leave per year, with the Association paying the substitute cost when appropriate. The Association president shall notify the Superintendent of those members to be granted such leave.

11. Family and Medical Leave Act

The District shall provide Family and Medical Leave Act leaves pursuant to Board policy #5320 and the Family Leave Act of 1993.

12. Substitutes

- a. Employees shall use the district procedures to secure a substitute in preparation for an absence from work.
- b. In all cases, except illness or emergency, leave may be granted provided that sufficient substitutes are available and confirmed.
- c. In cases of illness, or emergency, where sufficient substitutes are not available, the district shall compensate for the staff member's absence by
 - 1) Soliciting staff support during their "prep" time, and/or
 - 2) Assigning their students to other classrooms for the period of absence.

13. Grading Leave

High school English teachers will be granted two (2) workdays per year leave, pro-rated for teachers teaching less than full-time as a high school English teacher, one for each semester, for the purpose of grading student work. These days shall not be used to extend school breaks or holidays.

V. ARTICLE V - INSTRUCTION

A. Section 1 Academic Freedom

1. Academic freedom is the right of teachers to encourage freedom or discussion of controversial questions and non-controversial questions in the classroom by studying, investigating, presenting or interpreting facts, information and ideas.
2. This right is guaranteed to all employees provided that:
 - a. Issues discussed are reasonably relevant to the subject matter of the course being taught.
 - b. They are presented in an objective manner with due regard for the maturity level of the employee's students.
 - c. They are consistent with the District's Instructional Policy as developed in consultation with teachers.
 - d. 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 decision.
3. 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 unless mutually agreed upon by the employee and supervisor or unless specifically provided for elsewhere in this Agreement.
4. A teacher will follow Board Policy and State Law regarding student grades. No teacher will be required to change a student's grade, nor will any record of a student's grade be changed, as long as a teacher's grading is consistent with school policy, state law and the teacher's own written grade rules for grading in his/her class.

EXHIBIT

Employees may cash unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employees' option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave accumulated in the previous year. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from school district employment due to *retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days' current monetary compensation for the employee for each four (4) full days accrued sick leave for illness or injury.

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System (WSTRS).

APPENDIX A

ASSOCIATION MEMBER DUES CHECK OFF AUTHORIZATION AND ARRANGEMENT

Name_____

Address_____

City_____

Zip_____

To:_____ School District

I, the undersigned, acknowledge that I am a member of the Clallam County Education Association, an affiliate of the Washington Education Association and the National Education Association. I hereby authorize you as my District to deduct from my salary and to pay to the Clallam County Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Clallam County Education Association between August 1 and September 20 of any calendar year and further agree that my revocation shall be effective on September 20 of the year in which notice of revocation is given.

Date

Signature

APPENDIX B1

**Crescent School District #313
and
Crescent Education Association (CEA)
Request for Shared Sick Leave**

Date: _____

Pursuant to the CEA Collective Bargaining Agreement, I _____
hereby accept any sick leave donation made in my behalf. I have attached my
physician's statement verifying the severe or extraordinary nature and expected
duration of the condition.

By signing this request I acknowledge that I have read and understand Article IV, H,
Section 7 Leaves, 1, d1) through d6) of the CEA Collective Bargaining Agreement -
Shared Sick Leave.

Employee's Signature

Approved as requested _____

Denied _____

Superintendent's Signature

Date

APPENDIX B2

Crescent School District #313
and
Crescent Education Association (CEA)
Teacher's Shared Sick Leave Donation

Date _____

Pursuant to the CEA Collective Bargaining Agreement, I _____
hereby request transfer of _____ hours of my leave balance to
_____.

By signing this request I acknowledge that I have read and understand Article IV, H,
Section 7 Leaves, 1, d1) through d6) of the CEA Collective Bargaining Agreement -
Shared Sick Leave.

Employee's Signature

*****DISTRICT USE ONLY*****

Date accepted by Payroll _____

SICK LEAVE	
Sick Leave Balance (Hrs.)	
Less Donated Hours	
New Sick Leave Balance	
New Sick Leave Balance Days	
Minimum Balance Required (cannot go below 22 days)	22 Days
Recipient's Name	
Hours per day	

APPENDIX C

Table of Total Base Salaries for K-12 Certificated Instructional Staff for 2016-17

*****Education Experience*****

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA + 90 OR Ph.D.
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16 or more					60,493	63,472	60,532	64,429	67,288

For credits earned after the BA degree but before the MA degree:

Any credits in excess of 45 may be counted after the MA degree.

APPENDIX D

**Verification of Additional Time, Responsibilities, and
Incentive
Supplemental Contract
Crescent School District**

In accordance with the Collective Bargaining Agreement between the Crescent School District and Crescent Education Association, employees are required to perform additional responsibilities beyond their regular contracted basic education work year and workday. Compensation is received for this additional time and responsibilities in accordance with the negotiated Time, Responsibilities and Incentive agreement. This pay is prorated for part-time employees based on their annualized FTE. This form is to be signed and turned in to the employee's administrator or immediate supervisor not later than June 30th. The employee shall be paid for work performed on an equal monthly basis beginning with the September pay period and continuing through August 31:

Verification of fulfillment of the Time, Responsibilities, and Incentive Supplemental Contract: By signing and dating this verification form, the undersigned is indicating fulfillment of additional responsibilities beyond those performed during the basic education work year and work day. The employee further verifies those responsibilities include one or more of the following as listed in the Collective Bargaining Agreement

1. Learning about, planning and integrating Common Core Standards into instructional practice and curriculum;
2. Implementing TPEP evaluation requirements: collection of evidence, criteria and rubric study, personal reflection and student/personal goal setting;
3. Preparing for school opening or closing;
4. Conferencing and communicating with parents and students in addition to conference weeks;
5. Supporting student activities such as dances, concerts, sporting events, performances, and traditionally non-compensated clubs;
6. Attending job related workshops, classes, and training;
7. Attending District meetings regarding individual students

I verify that I have fulfilled the condition of the Supplemental Contract which recognizes time and responsibilities performed beyond the contracted basic education work year and work day, all in accordance with the Collective Bargaining Agreement between Crescent School District and the Crescent Education Association.

Employee Signature

Date

Administrator/Supervisor Signature

Date