

ANACORTES EDUCATION ASSOCIATION

AND

ANACORTES SCHOOL DISTRICT #103

CONTRACT AGREEMENT

SEPTEMBER 1, 2010 - AUGUST 31, 2011
Anacortes School Board Ratified _____

MEMORANDUM OF UNDERSTANDING

1. The attached agreement is hereby agreed to by both the Anacortes Education Association and the Anacortes School District for implementation effective September 1, 2010 through August 31, 2011.

2. Our signatures below indicate a ratification of this agreement.

Entered into this _____ day of _____, 2010.

FOR THE ANACORTES EDUCATION
ASSOCIATION

FOR THE ANACORTES SCHOOL
DISTRICT #103

Attested to:

Chris Borgen, Superintendent
and Secretary to the Board

SEPTEMBER 1, 2010, TO AUGUST 31, 2011

TABLE OF CONTENTS

ARTICLE I.	ADMINISTRATION	PAGE
Section 1.	Exclusive Recognition.....	1
Section 2.	Status of the Contract.....	1
Section 3.	Represented Substitutes	
Section 4.	Execution of Contract	
Section 5.	Contract Compliance	1
Section 6.	Contract Administration	2
Section 7.	Conformity to Law.....	2
Section 8.	Distribution of Contract	2
Section 9.	Appendices.....	2
ARTICLE II.	BUSINESS	2
Section 1.	Association Security	2
Section 2.	Payroll Deductions.....	3
Section 3.	Tax Shelter Annuities or Other Deductions	3
Section 4.	Management Rights.....	3
Section 5.	Association Rights	4
ARTICLE III.	PERSONNEL	5
Section 1.	Employee Rights--Teacher Protection	5
	Individual Rights	5
	Right to Join and Support Association	5
	Teacher Protection	5
Section 2.	Professional Freedom.....	6
Section 3.	Personnel Files.....	6
Section 4.	Evaluation and Probationary Procedures.....	6
Section 5.	Employee Protection.....	13
Section 6.	Assignment, Transfer, and Vacancies	14
	Job Share	16
	Job Trade	17
Section 7.	Contract, Work Day,	17
	Supplemental Hours, Flexible Work Day and Payment	
	Professional Growth	20
	Length of Work Day	21
	Flexible Work Day	21
	Professional Learning Time	21
	Payment	22
	Release From Contract.....	22
Section 8.	Staff Reduction	23
Section 9.	Salaries and Stipends.....	25
	Compensation for Substitutes.....	25
	Experience Credits	25
	Educational Credits	26
	Extended Contracts	26
	Curriculum Development Pay	27
	Travel Reimbursement	27
Section 10.	Insurance Benefits.....	27
Section 11.	Leaves.....	29
	Sick Leave.....	29

	Maternity Leave	29
	Adoption Leave.....	30
	Bereavement Leave.....	30
	Emergency Leave.....	30
	Civic Leave	31
	Jury Duty	31
	Professional Leave	31
	Military Leave	32
	Association Leave	32
	Leaves of Absence	32
	Annual Leave	32
	Leave Sharing	33
Section 12.	Employee Facilities.....	33
Section 13.	Professional Responsibilities	34
Section 14.	Auxiliary Personnel	34
Section 15.	Student Teachers	34
Section 16	After School Supervision	35
ARTICLE IV.	INSTRUCTION	35
Section 1.	Orientation of Staff.....	35
Section 2.	Class size	35
	Relief of Overloads	36
	Class Size/Load Review Team	36
Section 3.	Preparation period	37
Section 4.	Classroom visitation.....	38
Section 5.	Student discipline	38
ARTICLE V.	GRIEVANCE PROCEDURE.....	38
Section 1.	Definitions	38
Section 2.	Representation	38
Section 3.	Freedom from Reprisal	39
Section 4.	Assistance in Investigation.....	39
Section 5.	Release from Duty	39
Section 6.	Procedure.....	39
ARTICLE VI.	NEGOTIATIONS PROCEDURES.....	41
ARTICLE VII.	DURATION.....	42
APPENDICES:	Salary Schedule, Appendix A	43
	Evaluation Criteria and Forms, Appendix B	44
	Supplemental Hours Verification and Documentation, Appendix C	56
	School Calendar, Appendix D	57
ATTACHMENT I	Letter of Understanding, Special Education Case Loads	59
ATTACHMENT II	Letter of Understanding, Involuntary Reassignments	60

1 **ARTICLE I. ADMINISTRATION**

2
3 Section 1. Exclusive Recognition

4
5 The Board recognizes the Association as the sole and exclusive bargaining representative for all
6 certificated employees of the District, with the exception of Superintendent, Manager of Curriculum,
7 Manager of Operations, Manager of Special Programs, Principals, Vice Principals, and other certificated
8 employees who may be excluded by law, for the purpose of exercising all rights accorded certificated
9 employee organizations by the Educational Employment Act.

10
11 When used hereinafter, the term "employee" shall refer to each certificated employee represented by the
12 Association.

13
14 Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting
15 gender shall include both the masculine and feminine, and words denoting number shall include both
16 singular and plural.

17
18 Section 2. Status of the Contract

19
20 Where there is a conflict between this Contract and any resolution, rule, policy, or regulation of the Board
21 or its agents, the terms of this Contract shall prevail. Certain rights and functions are afforded to the
22 Association as the legal representative for all employees as covered under the terms of this Contract and
23 RCW 41.59. Said rights and functions are not common to any other certificated employee organization
24 within the District.

25
26 Section 3 Represented Substitutes

27
28 The term 'Represented Substitutes' shall mean those who have been employed twenty-one (21)
29 consecutive days or more, or those who have been employed thirty-one (31) days or more during any
30 twelve (12) month period ending in a school year in which the substitute is available for work, or the
31 immediately preceding school year.

32
33 The term 'Represented Substitutes' shall mean those who have been employed twenty-one (21)
34 consecutive days or more, or those who have been employed thirty-one (31) days or more during any
35 twelve (12) month period ending in a school year in which the substitute is available for work, or the
36 immediately preceding school year.

37
38 The following provisions of this Agreement shall not be applicable to Represented Substitutes:

- 39 Article III, Section 4, Evaluation and Probationary Procedures
- 40 Article III, Section 7, Contracts, Supplemental Hours, Flexible Work Day and Payment
- 41 Article III, Section 8, Staff Reduction
- 42 Article III, Section 10, Insurance Benefits
- 43 Article III, Section 11, Leaves

44
45
46 Section 4. Execution of Contract

47
48 This Contract shall become effective when ratified by the Board and Association, and executed by
49 authorized representatives thereof.

50
51 Section 5. Contract Compliance

52
53 All individual employee contracts shall be subject to and consistent with the terms and conditions of this
54 Contract.

55
56 Section 6. Contract Administration

1 Association representative(s) may meet with the Superintendent or his designee at least once a month
2 during the school year, at the request of either party, to review and discuss the administration of this
3 Contract.

4
5 Section 7. Conformity to Law
6

7 If any provision of this Contract or any application of this Contract to any employee or groups of
8 employees covered hereby shall be found contrary to law, such provision or application shall have effect
9 only to the extent permitted by law, and all other provisions or applications of the Contract shall continue
10 in full force and effect.

11
12 Section 8. Distribution of Contract
13

14 Within a reasonable time (not to exceed sixty [60] days) following the ratification and signing this
15 Contract by the parties, the District shall provide a print copy of the entire contract for each new
16 employee and provide a copy of the summary of revisions for each continuing employee. The district
17 shall also post this Contract on the District web-site. The Association will accept the Contract and the
18 revisions on behalf of the employees and will be responsible for distribution to each employee in the
19 bargaining unit.

20 Section 9. Appendices
21

22 The following appendices are an integral part of this Agreement and by this reference are incorporated
23 herein:

- 24
- 25 A. Teacher Salary schedule
- 26 B. Evaluation Criteria and Forms
- 27 C. School Calendar
- 28 D. Supplemental Additional Hours Verification Form
- 29 E. Sample Supplemental Hours Documentation Form
- 30

31 **ARTICLE II. BUSINESS**
32

33 Section 1. Association Security
34

35 Each employee who is not a member of the Association shall pay to the Association, as representation
36 costs, an amount equal to dues and fees required for Association membership. The District agrees to
37 deduct on a monthly basis such amount from the compensation of each non-member employee.
38 However, the obligation imposed by this section shall not apply to individuals who were employees of the
39 District on June 4, 1976 and who were not members of the Association on the date this agreement was
40 ratified by the parties 11/22/76. Nothing in this section shall impair an employee's rights of non-
41 association protected by RCW 41.59.100 and the procedure established there under. The Association
42 shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by or on
43 behalf of any employee due to action taken by the District in strict compliance with this section; provided,
44 the District agrees to defend the provisions of this section and consult with the Association or its designee
45 with respect to any claim or lawsuit commenced concerning this section.
46

47
48
49 Section 2. Payroll Deductions
50

1 The Association shall have the exclusive right of automatic payroll deduction of membership dues and
2 fees for employees. Upon proper written payroll authorization from an employee, the District shall
3 deduct from the wages of that employee monthly Association dues and shall forward that sum to the
4 Association or its designee. The Association shall provide to the District payroll office no later than
5 September 15 of each year a list of employees authorized for the automatic payroll deduction of
6 Association membership dues. Upon revocation of membership by an Association member, the
7 Association shall submit notice of such revocation to the District payroll office to terminate the automatic
8 dues deduction. The Association agrees to hold the Board harmless from all financial claims against it for
9 or on account of any payroll deduction of membership dues and fees.

10
11 Section 3. Tax Shelter Annuities or Other Deductions

12
13 The District shall, upon receipt of an annual authorization from an employee, deduct from the employee's
14 salary and make appropriate remittance for insurance plans, tax sheltered annuities, credit union, savings
15 bonds, charitable donations, or any other plans or programs jointly approved by the Association and the
16 Board. The District will make, upon written request of at least 10% of the employees' of the District,
17 automatic payroll deductions as they authorize, for the same payee, subject to the limitations of the
18 District equipment or personnel (RCW 28A.67.095).

19
20 In accordance with the terms of SB 4500, the District shall arrange for the purchase of tax deferred
21 annuity contracts, upon request of at least five (5) employees, from a company of the employees' choice
22 authorized to do business in Washington State or through a Washington licensed insurance agent.

23
24 The Association agrees to hold the Board harmless from all financial claims against it for or on account of
25 any payroll deduction when the Board is acting within the scope or direction of the payroll authorization.

26
27 Section 4. Management Rights

28 The Board represents the voters of the Anacortes School District and thus reserves all powers, rights,
29 authority, duties, and responsibilities which come to it by state/board regulations and the laws and
30 Constitution of the State of Washington and/or the United States. The Association recognizes that the
31 Board is legally responsible for the operation of the school district and that the Board has the necessary
32 authority to discharge all of its responsibilities subject to the laws mentioned above and the provisions of
33 this Agreement. The Board shall have the right to determine matters concerning the management or
34 administration of the work force, subject to the terms of this Agreement and RCW 41.59 and/or Chapter
35 288, Laws of 1975, First Extraordinary Session.

36
37 It is agreed that all rights except such as are clearly and expressly relinquished herein by the District are
38 reserved to and shall continue to vest in the District. This shall include the following enumeration, being
39 by way of illustration and not by way of limitation, and without application of the principle of Eiusdem
40 generis:

- 41
42 1. Manage the District and direct the working forces, including the determination of
43 employee qualifications, the right to hire and to suspend, discipline or discharge
44 employees for just cause, and to otherwise maintain an orderly, effective and efficient
45 operation.
46 2. Transfer employees from one school, department, and/or classification to another.
47 3. Lay off or relieve employees from duty because of shortages of funds or decline in
48 enrollment.
49 4. Promote and/or transfer employees to positions and classifications not covered by this
50 agreement.

- 1 5. Determine the work to be done and the standards to be met by the employees covered by
- 2 this agreement.
- 3 6. Determine whether and to what extent work shall be performed by employees.
- 4 7. Develop and control the budget.
- 5 8. Control District property

6
7 Section 5. Association Rights

- 8
9 1. The Association and its representatives shall have the right to use the District buildings and
- 10 equipment after obtaining permission from the administration. The Association shall be
- 11 responsible for claims arising from damage caused by negligence resulting from the use of
- 12 facilities and equipment.
- 13
14 2. The Association shall have the right to post notices of activities and matters of concern on
- 15 bulletin boards as provided by the building administrator. The Association may provide its own
- 16 bulletin boards on space designated therefore by the building administrator.
- 17
18 3. The Association shall have the right to use the teacher mailboxes, voice mail and e-mail systems
- 19 for communication, representation and negotiation purposes so long as such use follows District
- 20 Policy does not disrupt district services or promote and initiate any stop work actions against the
- 21 District.

22
23 In addition, Association agents have no expectation of privacy in their use of the District systems.

24 All e-mails and attachments drafted, sent, or stored on the District system are District records and

25 are subject to monitoring, review, and printing by the District system administrator without

26 limitation and without notice. The Association acknowledges that such conduct is not unlawful

27 employer surveillance or interference, and it hereby waives any actual or potential claim that

28 District monitoring, review, printing, or other access to Association communications that utilize

29 District systems constitutes an unfair labor practice under RCW 4.159.

30
31 The Association shall indemnify and hold the District harmless for all claims, causes of action, or

32 damages arising from the use of the District services including bulletin boards, teacher mailboxes,

33 voice-mail and e-mail by employees or non-employee Association agents for Association

34 business. The Association and the District jointly assume the responsibility to notify Association

35 members of Public Disclosure Commission requirements and for training them to follow these

36 rules in the use of District communication systems.

- 37
38 4. The Association shall have the same access to District records as any citizen under RCW 42.17.
- 39
40 5. The Association shall be furnished, upon written request of the grievant, such information as is
- 41 necessary for the processing of any grievance at the grievant's cost.
- 42
43 6. The Association and its representatives shall have the right to meet and confer with all
- 44 certificated District employees after contacting the appropriate District administrator. Prior to
- 45 said meeting, the Association will assure proper identification to the administrator of any person
- 46 present at the meeting who is not represented by the Association. Such contact shall be limited to
- 47 outside the contracted school day.
- 48 7. Representatives duly authorized by the Association to participate in negotiations, conferences, or
- 49 meetings with representatives of the District shall suffer no loss of pay when the District

1 schedules the same during the working day. The negotiations, conferences or meetings will be
2 scheduled at mutually agreed to times and places.

- 3
4 8. The administration shall make available to the Association, upon written request, a list of new
5 employees covered by this contract. This request shall not take precedence over other work being
6 performed by central office staff.

7
8 **ARTICLE III. PERSONNEL**

9
10 **Section 1. Employee Rights- Teacher Protection**

11
12 **INDIVIDUAL RIGHTS:** There shall be no discipline or discrimination with respect to the employment
13 of any person because of such person's age, sex, marital status, race, creed, color, national origin,
14 domicile, political activity or lack thereof, or the presence of any sensory, mental or physical handicap,
15 unless based upon a bona fide occupational qualification, provided that the prohibition against
16 discrimination because of such handicap shall not apply if the particular disability prevents the proper
17 performance of the particular worker involved.

18
19 The private and personal life of any employee becomes the appropriate concern or attention of the Board
20 when the private and personal activity of the employee has a direct adverse effect upon said employee's
21 ability to adequately perform his duties with the District or when the private and personal activity of the
22 employee has a direct adverse effect upon the District's ability to provide quality education to the
23 students.

24
25 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may
26 have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but
27 are in addition to those provided elsewhere.

28
29 **RIGHT TO JOIN AND SUPPORT ASSOCIATION:** Employees shall have the right to self organization,
30 to form, join, or assist employee organizations, to bargain collectively through representatives of their
31 own choosing, and shall also have the right to refrain from any or all of such activities.

32
33 **TEACHER PROTECTION:** No employee shall be disciplined without cause. Other than informal verbal
34 warnings, information forming the basis of the reprimand will be in writing.

35
36 The District agrees to follow a policy of progressive discipline unless the severity or nature of the
37 employee behavior warrants more serious and immediate actions. The progressive steps shall normally
38 be as follows: 1) Oral reprimand; 2) Written reprimand; 3) Suspension; 4) Discharge.

39
40 An employee has the right to have a representative from the Association and/or counsel present when
41 formally being reprimanded, or disciplined (suspended or discharged). An employee attending a meeting
42 during which he/she reasonably believes discipline may result has the right to request representation.
43 When such a request is made the employer will either grant the request or discontinue the meeting.

44
45 Any discipline shall be subject to the grievance procedure hereinafter set forth except that non renewal or
46 discharge shall be handled in accordance with statutory procedures.

47
48 When an administrator calls a meeting with an employee at which meeting the administrator has
49 determined that any of the above forms of discipline will be imposed, the administrator will inform the
50 employee of his/her right to representation.

1
2 Section 2. Professional Freedom
3

4 Employees shall be guaranteed professional freedom in classroom presentations and discussions and may
5 introduce politically, religiously, or otherwise controversial material provided this is done on an
6 informative basis only in conformity with school district policy directives. When such an issue is
7 discussed, it is the responsibility of the teacher to encourage equal discussion on all sides of the issue.
8 Teachers should guard against giving their personal opinions or views on controversial issues before and
9 during the period of research and study, thus encouraging the student to search after truth and to think for
10 themselves. Teachers who operate within these regulations shall have the full support of the Board and
11 administration.

12
13 No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis
14 which would allow a person to be able to listen to or record the procedures in any class without the prior
15 knowledge of the employees involved.

16
17 Section 3. Personnel Files
18

19 Employees shall, upon request, have the right to inspect the contents of their personnel file during regular
20 administrative center business hours in the presence of a District representative. Copies of any document
21 in the file will be supplied to the employee upon request at their expense. A file for processed grievances
22 shall be maintained separately from the personnel file.

23
24 No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. Building
25 administrators may maintain in their buildings documents which include but are not limited to teacher
26 observation records and correspondence relating to employees so long as the employee has been provided
27 a copy of the document as soon as possible but no longer than twenty (20) working days of its receipt or
28 composition. Documents not provided within the twenty (20) working days shall not be used as evidence
29 in any grievance, disciplinary hearing, or adverse action proceeding.

30
31 No evaluation, correspondence, or other material making any reference to an employee's competence,
32 character, or manner shall be placed in the personnel file without the employee's knowledge and right to
33 attach written comments. The employee shall acknowledge that he has read such material by affixing his
34 signature and the date on the actual copy to be filed. Such signature merely indicates that he has read the
35 material and does not necessarily indicate agreement with the content.

36
37 Section 4. Evaluation and Probationary Procedures
38

39 The Association agrees to participate in the SB 6696 Evaluation Pilot Phase-in of a new evaluation
40 system. Should the Anacortes School District application result in acceptance to the pilot program, the
41 process will be implemented in place of the existing procedures. The process will be revisited at the
42 conclusion of the 2010-2011 school year and a determination will be made as to whether the process will
43 be extended.

44
45 I. GENERAL
46

47 Certificated classroom teachers and certificated support personnel (CSP) shall be evaluated in accordance
48 with procedures and criteria set forth herein. The primary purpose for evaluation is to increase the
49 opportunities for learning through the improvement of instructional performance. Evaluation should be a
50 positive, developmental, and continuous process. The procedures herein shall be directed toward

1 improved learning conditions for students, assisting teachers in a self improvement, and assessment of
2 employee performance.

3
4 **II. EVALUATOR’S PRIMARY RESPONSIBILITIES**

- 5
6 A. Principals shall meet with all teachers/CSPs new to the District to review and discuss the
7 evaluation system in order to develop mutual understanding of the evaluation system,
8 process, procedure and purpose.
9
10 B. Within each school, the principal shall be responsible for the evaluation of teachers/CSPs
11 assigned to that school. However, a teacher/CSP assigned to more than one school shall be
12 evaluated by an administrator assigned to that task provided such teacher/CSP is notified in
13 advance of the administrator so assigned.
14
15 C. Principals may designate other administrators to assist in the evaluation process provided
16 that person is not from the bargaining unit.
17
18 D. The building principal or his/her designee will be responsible for evaluating special
19 education staff.
20
21 E. Itinerant personnel, by the nature of their job assignment, work under the supervision of
22 different building principals. In order to promote good personnel management and
23 continuity of evaluation, the district will assign one principal as the itinerant personnel's
24 supervisor and evaluator. The designated principal will be responsible for the itinerant
25 personnel's formal evaluation. However, other administrators may assist in the evaluation
26 provided that any observations used are documented in accordance with the procedures as
27 outlined in IV.A, 5-7.
28

29 **III. INFORMAL OBSERVATIONS**

30
31 In addition to the formal observations above, informal observations (of less than thirty (30)
32 minutes in duration), or a series of observations (two or more observations occurring within any
33 ten (10) working days) may be utilized by the evaluator at his/her discretion provided the
34 observation is of sufficient length to allow the evaluator to adequately assess the situation being
35 observed and the evaluatee receives a copy of the record compiled (evaluation report form) by the
36 evaluator. These evaluations may be individual or in a series. Informal observations shall not be
37 utilized as the primary evidence in any non-renewal proceedings unless in exceptional cases.
38

39 **IV. CRITERIA/FREQUENCY**

40
41 The evaluative criteria contained herein shall constitute the basis upon which employees are
42 evaluated. Evaluations required or permitted herein shall be documented on the evaluation report
43 form appropriate to the teacher/CSP's position. Report forms are attached here to as Appendix B.
44 Evaluation reports will be completed at least once each year.
45

46 **V. AN EVALUATION SYSTEM**

47
48 Incorporating four separate processes (Long, Short, Professional Growth, Remediation) shall
49 include the opportunity for each teacher/CSP to have a minimum of two confidential conferences
50 during each school year, the sole purpose of which shall be to provide additional information to
51 aid the evaluator in evaluating the teacher/CSP and with providing direction, assistance,

1 guidance, encouragement, etc., to the employee. Such conference may be either following receipt
2 of written evaluation results or at a time mutually satisfactory to the participants.
3

- 4 A. SUMMATIVE LONG FORM PROCESS, designed to determine that a teacher/CSP is
5 meeting minimum established performance criteria, shall be used for all teachers/CSPs:
6 1. during their first four years in the district;
7 2. teachers/CSPs with less than four continuous years of satisfactory evaluations;
8 3. all teachers/CSPs at least once every three years;
9 4. all teachers within the Remediation Process.
10

11 LONG FORM PROCEDURES:
12

- 13 1. The Summative Long Form Process may include optional professional growth
14 goals. Such goals shall not be used to determine teacher's/CSP's performance in
15 meeting the minimum criteria.
16
17 2. All teachers/CSPs newly employed by the District shall be observed at least once
18 for a total observation time of thirty (30) minutes during the first ninety (90)
19 calendar days from the commencement of their employment. Such teachers/CSPs
20 shall be considered provisional employees for two years unless the employee has
21 previously completed at least two years of certificated employment in another
22 Washington State School District.
23
24 3. During each school year, each teacher/CSP shall be observed for the purpose of
25 evaluation at least twice in the performance of his/her assigned duties. Total
26 observation time for each teacher/CSP in each school year shall not be less than
27 sixty (60) minutes. One observation shall be a least thirty (30) minutes in duration.
28 Additional observations may be documented by the evaluator.
29
30 4. Following each observation, or series of observations, the evaluator shall promptly
31 document the observations in writing and shall provide the teacher/CSP with a
32 copy of the observation record within seven working days following the
33 observation(s).
34
35 5. Within five (5) working days of receipt of the observation record, the teacher/CSP
36 may submit signed comments concerning his/her observation record. These signed
37 comments shall be made a part of the official observation record. A conference
38 may be requested by either party.
39
40 6. LONG FORM EVALUATION PROCEDURES
41
42 (a) Following each observation or series of observations, the principal or
43 his/her designee shall promptly document the results thereof. The
44 employee shall be provided with a copy of the evaluation report within
45 three (3) days after such report is prepared.
46
47 (b) The employee shall sign the District copy of the evaluation report and shall
48 be provided a copy of said report. The employee's signature indicates only
49 that he is aware of the comments and summary statements recorded
50 thereon and shall not be interpreted as an indication that the employee
51 necessarily agrees with the comments and/or summary statements. The

1 evaluatee shall have the right to affix to the evaluation report any
2 comments, observations or considerations he believes to be pertinent to
3 said evaluation report.
4

5 (c) Each formal evaluation report required above (Section II-B) shall be
6 forwarded to the school district's personnel office for filing in the
7 employee's personnel file.
8

9 (d) Following the completion of each evaluation report, or at a time mutually
10 satisfactory to the participants, a meeting shall be held between the
11 evaluator and the employee to discuss the observation and evaluation.
12

13 7. Evaluation reports from the Summative Long Form Process will rate the
14 teacher's/CSP's performance as *Satisfactory*, *Needs Improvement*, or
15 *Unsatisfactory*. Specific deficiencies and remediation suggestions shall be cited
16 with ratings of *Needs Improvement* or *Unsatisfactory*.
17

18 8. When an employee receives a *Needs Improvement* evaluation summary, the
19 employee will be placed in the Remediation Process.
20

21 9. For provisional employees, an *Unsatisfactory* evaluation summary shall be
22 sufficient cause for nonrenewal of employment for provisional employees via
23 RCW 28A.405.220 procedures.
24

25 10. For continuing employees, an *Unsatisfactory* evaluation summary will result in the
26 use of probation procedures described in RCW 28A.405.100 to effect improvement
27 to the satisfaction of the evaluator or establish probable cause for nonrenewal via
28 RCW 28A.405.300 and 28A.405.210 procedures. Remediation Process procedures
29 shall be used when an unsatisfactory evaluation summary report is dated after
30 February 1.
31

32 B. SUMMATIVE SHORT FORM PROCESS may be used after a teacher/CSP has four years
33 of satisfactory evaluations within the district. However, the process described in Section 4:
34 V; A. shall be used at least every third year and either a teacher/CSP or an evaluator may
35 elect to have the long form used in any given year.
36

37 SHORT FORM PROCEDURES: (New employees do not qualify for the Short Form.)
38

39 1. During each school year each teacher/CSP shall be observed in the performance of
40 assigned duties for the purpose of evaluation with either:
41

42 a. a thirty minute observation during the school year with a written summary
43

44 OR

45 b. a final annual written evaluation based on at least two observation periods
46 during the school year totaling at least sixty minutes without a written summary
47 of such observation being prepared.

48 2. The evaluation report process described under IV. A. 4-6 will follow either of the
49 observation processes described above.
50

1 3. Evaluation reports from the Summative Short Form Process should rate the
2 teacher/CSP *Satisfactory*.

3
4 4. Evaluators with concern that a teacher's/CSP's performance rank may be
5 *Unsatisfactory* will activate the Summative Long Form Process (IV. A.) and explain
6 the change in writing to the employee no later than February 1 of the school year.

7
8 Teachers/CSP's moved from the Short Form to the Long Form within a school year
9 cannot be placed on probation during that same school year.

10
11 5. No more than two-thirds of a building staff may be on short form at a time, for
12 example,

13
14

Year	1	L	S	S
	2	S	L	S
	3	S	S	L
	4	L	S	S

17
18

19 6. Summative Short Form evaluation process will be used with Professional Growth
20 Option participants.

21
22 C. PROFESSIONAL GROWTH OPTION (PGO, a formative evaluation process), designed for
23 collegial involvement, to accomplish professional growth and improved instruction, shall be
24 available and shall be voluntary to each teacher/CSP who has received a Satisfactory
25 summary evaluation for the last four annual evaluations. Participants in the Professional
26 Growth Option must return to the Summative Long Form evaluation process at least every
27 third year. Procedures:

28
29 PROFESSIONAL GROWTH PROCEDURES:

30
31 1. In the Professional Growth Option teachers/CSPs and supervisors cooperatively
32 establish goals and monitor the progress being made toward those goals. The
33 teacher/CSP may request that an observation include an opinion on rate and/or level of
34 progress. Goals shall be consistent with building and District goals, be designed to
35 promote an individual's professional growth and to improve instruction.

36
37 2. Recommended number of employees entering the Professional Growth Option in any
38 one school year should not exceed one-third of a building staff. (Note evaluators may
39 need selection criteria in order to respect the recommendation.)

40
41 3. Summative Short Form evaluation procedures shall be used in the Professional Growth
42 Option and will be adapted to accommodate cooperatively planned Professional
43 Growth activities.

44
45 4. If a teacher changes building location, the Summative Long Form process shall be
46 followed for that school year.

47
48 5. Each year teachers/CSPs eligible for the Professional Growth Process will be given the
49 opportunity of notifying their evaluator if they wish to pursue this option and commit to
50 attend a meeting regarding Professional Growth Process (goal setting, communication,
51 the improvement of instruction, etc.). This will allow individuals to plan their

1 Professional Growth Process program and participate in summer activities where
2 applicable.
3

- 4 6. During September and October participants and supervisors shall meet to thoroughly
5 discuss the potential goals and cooperatively complete the planning worksheet.
6 Teachers should have in mind the goals, the areas to be investigated, alternatives for
7 support, colleagues to be involved, methods for collecting data and the methods for
8 evaluating growth toward the goals. During this meeting, the supervisor shall act as an
9 advisor in order to clarify and refine the goals and the other aspects of the process,
10 collegial sharing, input from parents/students/colleagues, practical goal setting and self
11 assessment, and relationship to building/District goal focus will be considered.
12
- 13 7. Throughout the year, the teacher and supervisor shall meet formally and informally to
14 discuss collaboratively the progress on the goals and to refine and update any need for
15 assistance.
16
- 17 8. Prior to June 1, a final meeting shall be held to analyze data and review the success of
18 the goals. At this meeting the Growth Option Verification shall be compiled
19 collaboratively on the short form evaluation report and submitted to the District
20 personnel file.
21
- 22 9. Information from the Professional Growth Option cycle may not pass to the summative
23 evaluation cycle nor the personnel file.
24

25 Although some goal setting in the Professional Growth Option may be based on
26 information gathered in the Summative cycle, information may not pass from the
27 Professional Growth Option to the Summative in order to ensure that teachers take
28 risks and try new things. It is conceivable that all stated goals may not be reached in a
29 given year for a variety of circumstances and analysis of such circumstances can also
30 be a learning experience. Attainment of some goals may take more than one year.
31

32 A Formative file will be available to both teacher and administrator and it may contain
33 the following:
34

- 35 - annual goals
- 36 - notes from meetings
- 37 - data gathering methods
- 38 - data, if applicable
39

40 At the end of each year, the teacher will retain the file and data. A copy of the P.G.O.
41 Plan, if any, will be provided to the primary evaluator upon request.
42

- 43 10. At all times during the Professional Growth Option, collaborative interaction, based on
44 trust and confidence is encouraged.
45
- 46 11. Employees who have been involuntarily transferred for 2009-2010 will be placed on a
47 Professional Growth Option for a minimum of one year. After that, the District retains
48 the right to remove said employee from the PGO and place employee on the
49 Summative Long Form evaluation process.
50

1 D. REMEDICATION PROCESS will be used when a Summative Long Form evaluation report
2 ranks a teacher's/CSP's performance as *Needs Improvement*, during any time of the year or
3 *Unsatisfactory* after February 1.

- 4
- 5 1. Remediation Process focus shall be assisting the employee to develop and implement a
6 plan for improving performance to a satisfactory level. A mutually agreeable plan is
7 desirable. Failing such, the primary evaluator shall be responsible for determining the
8 plan.
9
 - 10 2. Teachers/CSPs will remain in this track until they receive a satisfactory evaluation report
11 or insignificant improvement results in an unsatisfactory evaluation report and
12 consequent recommendation for probation.
13

14 VI. PROBATION

15 A. SUPERVISOR'S REPORT. In the event that a principal or his designee determines on
16 the basis of the evaluation criteria that the performance of an employee under his or her
17 supervision is unsatisfactory, the supervisor shall report the same in writing to the
18 Superintendent on or before January 20. The report shall include the following:
19

- 20 1. Evaluation of performance to date.
21
- 22 2. A recommended specific and reasonable program designed to assist the employee in
23 improving his or her performance.
24
- 25 3. A copy of said report shall be submitted to the employee. If the employee disagrees with
26 or questions any results of the evaluation procedures or disagrees with any statement
27 contained in the above report, that employee may, within five (5) days after delivery of
28 the formal evaluation report, deliver a detailed statement concerning the points of
29 disagreement to the Superintendent for inclusion in the employee's personnel file.
30

31 B. ESTABLISHMENT OF PROBATIONARY PERIOD. If the Superintendent concurs
32 with the supervisor's judgment that the performance of the employee is unsatisfactory, the
33 Superintendent may place the employee in a probationary status beginning on or before
34 February 1 and ending no later than May 1. On or before February 1, the employee shall
35 be given written notice of the action of the Superintendent, which notice shall contain the
36 following information:
37

- 38 1. Specific areas of performance deficiencies.
39
- 40 2. A suggested specific and reasonable program for improvement.
- 41 3. A statement indicating the duration of the probationary period and that the purpose of
42 the probationary period is to give the employee the opportunity to demonstrate
43 improvement in his or her area or areas of deficiency.
44

45 C. EVALUATION DURING THE PROBATIONARY PERIOD

- 46 1. At or about the time of the delivery of a probationary letter, the principal or his/her
47 designee shall hold a personal conference with the probationary employee to discuss
48 performance deficiencies and the remedial measures to be taken. At said conference,
49 the employee may elect to have present a representative of the Association.
50
51

- 1 2. During the probationary period, the principal or his/her designee shall meet with the
2 probationary employee at least twice monthly to supervise and make a written
3 evaluation of the progress, if any, made by the employee. A copy of the same shall
4 be provided to the employee.
5
6 3. The probationary employee may be removed from probation at any time if he or she
7 has demonstrated improvement to the satisfaction of the principal or other supervisor
8 in those areas specifically detailed in his or her notice of probation.
9

10 D. SUPERVISOR'S POST-PROBATION REPORT. Unless the probationary employee has
11 previously been removed from probation, the principal or his designee shall submit a
12 written report to the Superintendent at the end of the probationary period, which report
13 shall identify whether the performance of the probationary employee has improved and
14 which shall set forth one of the following recommendations for further action:
15

- 16 1. That the employee has demonstrated sufficient improvement in the stated areas of
17 deficiency to justify the removal of the probationary status; or
18
19 2. That the employee has demonstrated sufficient improvement in the stated areas of
20 deficiency to justify the removal of the probationary status if accompanied by a letter
21 identifying areas where further improvement is required; or
22
23 3. That the employee has not demonstrated sufficient improvement in the stated areas of
24 deficiency and action should be taken to non-renew the employment contract of the
25 employee.
26

27 E. ACTION BY THE SUPERINTENDENT. Following a review of the supervisor's post-
28 probation report, the Superintendent shall determine which of the alternative courses of
29 action is proper and shall take appropriate action to implement such determination.
30

31 VII. APPLICABILITY TO GRIEVANCE PROCEDURE

32 The provisions of Article V, Grievance Procedure, shall be applicable to evaluation only as it
33 relates to procedural issues provided that no grievance proceeding shall limit the authority of the
34 school district to proceed with probationary and/or non-renewal action pursuant to the procedures
35 established by state law.
36

37 Section 5. Employee Protection

38
39 The Board agrees to provide insurance which shall save employees harmless and defend them from any
40 financial loss to the limits described below, including reasonable attorney's fees for actions arising out
41 of any claim, demand, suit, or judgment by reason of any negligent act or failure to act by such
42 employee, within or without the school building, provided such employee at the time of the act or
43 omission complained of, was acting in good faith within the scope of his employment or under the
44 direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or
45 failure to act. The Anacortes School District will provide its employees the following insurance with
46 regard to the above matters:
47

- 48 A. Personal injury liability in the amount of \$250,000 per individual and \$500,000 per
49 occurrence.
50
51 B. Personal property damage liability in the amount of \$500,000.

- 1
2 C. Replacement of any clothing or other personal property damaged, destroyed or stolen while
3 engaged in the maintenance of order, discipline and protection of school personnel, students or
4 property during the course of their employment up to the amount of \$1,000, with \$10
5 deductible.
6

7 Section 6. Assignment; Voluntary and Involuntary Transfers; Vacancy and Vacancy Postings:
8

9 To ensure that pupils are taught by employees working within their areas of competence, employees shall
10 not be assigned, except in accordance with the regulations of the State Board of Education, to subjects,
11 grades, and/or other classes outside their teaching certificates, endorsements, and/or minor fields of study
12 or qualifications in specialty areas.
13

14 In the determination of assignments, transfers, and involuntary transfers the convenience and work of the
15 employee shall be considered to the extent that these considerations do not conflict with the educational
16 program.
17

18 Personnel actions approved at monthly board meetings will be posted on the district website and sent to
19 the association president.
20

21 6.1 Assignment: An assignment shall mean the placement of a current employee in a specific position in
22 a specific building. As determined by the administration, assignment(s) within a building may occur
23 prior to posting a vacancy. Transfers to an assignment in a different building, as determined by the
24 administration, may occur prior to posting a vacancy subject to 6.2 and 6.3.
25

26 Employees will be notified as early as possible about changes in their teaching assignment.
27 Employees will be notified, in writing no less than sixty (60) days prior to a substantive change in
28 assignment as defined in Section 7, 'New Curriculum Responsibilities'. An employee who is
29 substantively reassigned as defined in Section 7, "New Curriculum" will be placed on a Professional
30 Growth Option for a minimum of one year. After that, the District retains the right to remove said
31 employee from the PGO and place employee on the Summative Long Form evaluation process.
32

33 6.2 Voluntary Transfer: A 'transfer' shall mean a change of assignment from one building to another to
34 fill a specific position or vacancy.
35

36 6.3 Involuntary Transfer: An 'involuntary transfer' shall mean a change of assignment from one
37 building to another to fill a specific position or vacancy when the employee does not agree to the
38 change of assignment.
39

40 6.3.1 In the event the District determines that circumstances require a transfer of staff to fill a
41 specific position and no qualified staff member voluntarily accepts the necessary transfer then
42 the Superintendent will determine that an involuntary transfer action needs to be
43 implemented. A pool of potential involuntary transferees shall be designated. Each potential
44 transferee shall be considered on the basis of information contained in his/her staff
45 development plan, his/her past performance, and any other pertinent factors.
46

47 6.3.2 In the event two or more potential transferees are deemed equally qualified by the District,
48 the least senior employee under consideration shall be involuntarily transferred. Each
49 involuntary transfer will be considered on its own merits and every attempt will be made to
50 minimize disruption to the instructional program. The Superintendent shall notify the person

1 to be involuntarily transferred in writing and shall stipulate the reasons for the transfer. Such
2 notification shall take place before the involuntary transfer is to be implemented. The
3 employee who is involuntarily transferred shall have the right to meet with the
4 Superintendent or designee.
5

6 6.3.3 Except in emergencies, at least ten (10) days written notice will be given to the person who is
7 to be involuntarily transferred. However, the involuntary transfer will be tentative until the
8 teacher has had the opportunity to appeal the decision through the grievance procedure. Such
9 appeal shall be limited to alleged procedural violations of this involuntary transfer policy.
10 Appeals on any aspect other than the procedure will be submitted to the District's Board of
11 Directors in accordance with Article 5, Section 1, Class B, Grievance.
12

13 6.3.4 Employees who have been involuntarily transferred who notify the District of their desire to
14 return will be transferred back to the last assignment held if or when that former assignment
15 becomes vacant. This consideration shall expire when the employee has worked the same
16 number of years as the former assignment from which they were transferred.
17

18 6.3.5 A person involuntarily transferred during the school year will be granted one (1) of the
19 options listed in Section 7, 'New Curriculum Responsibilities'.

20 6.4 Vacancy: A vacancy shall mean a position designated by the superintendent and/or board as open.

21 6.5 Vacancy Posting: To assure that the employees are given every consideration in filling vacancies
22 that occur within the District, the following procedure shall be used:

23 6.5.1 Vacancy postings shall be publicized to the staff and Association for a minimum of ten (10)
24 days before closing.

25
26 6.5.2 Vacancy postings will be made available to certificated staff by District email on the date
27 of posting and displayed in officially-designated locations in each of the District's
28 buildings.. The posting shall include at least the position and closing date.
29

30 6.5.3 Vacancy postings will be supported by a job description and any other special
31 qualifications required for the position, as well as procedures for applying.

32 6.5.4 Filing Vacant Positions
33

34 a. Current employees, with continuing contracts, who meet all reasonable qualifications for
35 a job posting, shall be fully considered prior to screening other applicants.
36

37 b. Should no qualified applicant be found among continuing employees, any former
38 employee who successfully completed a certificated contract of 90 days or longer with
39 the Anacortes School District, who received a satisfactory evaluation(s), and who
40 received a letter of recommendation from an Anacortes School District administrator,
41 will be placed in a job pool and fully considered for any open position for which the
42 employee is qualified, prior to screening outside applicants. If this person meets all
43 reasonable qualifications for an open job, then the central administration may offer them
44 the position. If two or more current or former employees are equally qualified for an
45 open position, then they will be interviewed and extra consideration will be given to the
46 person who has spent the greater amount of time employed as a certificated employee of
47 the district. Former employees shall remain in consideration for open jobs until they

1 accept a certificated contract with another school district, or until they notify the district
2 to have their name withdrawn.

- 3
4 c. Neither the Association nor a former employee has any right to challenge or allege a
5 violation, misapplication, or misinterpretation of sub-paragraph b. above pursuant to the
6 grievance procedure contained in this Contract.
7

8 6.5.5 An employee who has not been selected for a transfer to a vacant position shall have the right to
9 meet with the Superintendent or designee.
10

11 6.5.6 The district may offer a part time employee an FTE increase without posting the increased FTE.
12 If more than one part time employee is available in the building, the District shall post the FTE
13 increase as a vacancy.
14

15 Section 6.6. Job Share

16 Definition

17
18 Job Sharing is when two (2) applicants wish to take responsibility for all the functions of one (1) full-time
19 position.
20

21 Application Procedures

- 22
23
24 a. Two (2) current staff members who wish to be considered for a job share must make
25 application as a team, in writing, to the building principal/unit administrator. The
26 application must address all of the items needed to share the duties and responsibilities of
27 one (1) position.
28
29 b. External applicants or a current employee and external applicant who wish to be considered
30 for a job share may apply for an open position to the District personnel office following
31 standard District procedures. In addition to the normal application process, successful
32 applicants must submit a written plan as a team.
33
34 c. Job sharing other than described in a. and b. above may be authorized at the discretion of
35 the administration based on the best interests of the District.
36
37 d. It is expected that the job share partners will jointly develop an application that will have
38 given thorough consideration of all aspects of the position to be shared. Criteria for the
39 plan may be obtained from the District personnel office or from the Anacortes Education
40 Association.
41

42 **Administration Approval**

43
44 The administration must approve the job sharing proposal before it can be implemented. Normally there
45 will be no more than two (2) job share partners per building/campus; this number may be increased at the
46 discretion of the District. The District decision to approve or not approve a proposal will not be subject to
47 the grievance procedure.
48
49

1 **Financial and Contractual Arrangements**
2

- 3 A. Continuing contract staff members holding job sharing assignments shall be granted the appropriate
4 annual fractional leave during the period of job sharing.
5
6 B. Job share participants will qualify for salary advancement; experience credit, sick leave, inservice per
7 diem opportunities, and other benefits as would any other part-time certificated employee, except: the
8 staff development incentive stipend will be granted per position and shared by job share partners.
9
10 C. It is recommended that job share applicants check the Teachers' Retirement System rules prior to
11 making a decision regarding job sharing. Eligibility and service credit requirements differ for part-
12 time employees and may result in partial or no service credit.
13
14 D. Should a job share participant resign or take a leave of absence prior to or during the school year, the
15 job share situation will be handled as follows:
16
17 1. Offer full-time employment to the remaining job share person;
18 2. Seek a comparable replacement, with remaining partner working full-time until a replacement
19 is found; or
20 3. If the remaining partner is unable to assume the full-time responsibility until a replacement is
21 found, a substitute will be identified to work until a replacement is found.
22
23 E. It is expected that job share partners will substitute for one another when feasible. This can be
24 handled by:
25
26 1. Specifying the number of days, or partial days, each person will work and adjusting work
27 days to accommodate substituting;
28 2. If a job share partner is going to be on an extended leave (over twenty consecutive days), the
29 remaining partner will substitute at per diem; or
30 3. When a job share partner is absent periodically, the remaining partner will substitute at the
31 represented substitute rate of pay.
32
33 F. One job share partner may transfer to another building in order to job share. However, job share
34 positions are not eligible under the voluntary transfer section of the collective bargaining agreement.
35
36 G. Continuing contract employees who want to job share must apply for a leave of absence for the job
37 share portion of his/her position. At the end of the job share assignment, the employees shall be
38 placed in the positions last held or in a comparable position.
39

40 Section 6.7 Job Trade
41

42 Employees who wish to trade positions for either a semester or a full year may submit a written plan to
43 the Superintendent. The written plan should contain a statement of qualifications as well as the reasons
44 for the proposed trade. The Superintendent will inform the applicants of his/her decision in a timely
45 fashion. The decision will not be subject to the grievance procedure.
46

47 Section 7. Contracts, Work Day, Supplemental Hours, Flexible Work Day and Payment
48

49 Individual Employee's Contract: Any individual contract between the District and an individual
50 employee shall be subject to and consistent with this contract.
51

1 Copies of Contract: Two copies of the contract shall be given to the employee each year for signature.
2 One signed copy will be returned to the District for Board signature. A copy of the approved contract
3 will be returned to the employee and the original placed in the District files.
4

5 Length of Contract: Effective with this contract the length of the regular employee contract shall be the
6 minimum amount of days required by State RCW 28A.150.220 (currently set at 180 days) plus the
7 amount of additional mandatory hours defined in Article III, Section 7.
8

9 Supplemental Hour: The following supplemental hours shall be provided at the per diem rate and will
10 be compensated only if actually worked by separate contract. No leave provisions shall be applicable to
11 the supplemental hours offered, except that employee leave provisions will apply to the additional day
12 of student contact as provided in paragraph a. and b. below.
13

14 Mandatory Hours:

15
16 a. Fourteen hours (2 days) Learning Improvement/Professional Development Days.

- 17
18 i. Seven hours of professional development will be flexibly scheduled during the
19 two week period prior to the first day of instruction.
20
21 ii. Seven hours (1 day) is contingent on legislative funding and, if funded, will be
22 flexibly scheduled during the instructional year. (There is currently no State
23 funding for Learning Improvement Days or for professional development for
24 2010-2011).
25

26 Should the Washington State Legislature fund learning improvement time, this funded time
27 may be use to satisfy the fourteen hours defined by those funds in the order of subparagraph i.
28 first and then subparagraph ii. above
29

30 b. Seven hours (1 day) 181st day of student contact.

31
32 Seven hours of time consisting of one additional student contact day will be scheduled on the
33 school calendar. The terms and conditions of this contract shall apply to this additional student
34 contact day. Should the District announce a school closure which is not rescheduled, this day
35 will be will be cancelled without loss of employee compensation provided that employees will
36 be required to make up the time focusing on student contact and/or curriculum
37 planning/development recorded on a District provided form.
38

39 c. Other Mandatory Time:

40
41 Five hours will be planned by the District and scheduled on the work day immediately before
42 the first student day.
43

44 Two hours will be performed at each site's annual Open House.
45

46 Seven hours will be flexibly scheduled and jointly planned by the staff and principal during the
47 instructional year for professional development focusing on the building School Improvement
48 Plan.. Use of these hours would be building planned and district approved.
49

1 For 2010-2011, the total mandatory hours will be twenty-eight (28) hours).

2
3 Nine mandatory hours become null and void following a double levy failure. When a
4 subsequent levy passes, these hours will be restored during the term of this contract.

5
6 TRI Compensation

7
8 For 2010-2011, TRI compensation, in addition to mandatory time above, shall be based on TRI (Time,
9 Responsibility and Incentive) schedule. Said schedule base will be equivalent to 10.3% of the 2010-
10 2011 Salary Allocation Model base.

11
12 TRI compensation based on an employee's FTE will be for responsibilities including, but not limited to:

- 13
14 • opening and closing of school,
15 • extended staff meetings,
16 • student progress reports,
17 • open house,
18 • orderly check-in/check-out procedures,
19 • staff development,
20 • site-based management,
21 • in-service workshops,
22 • team planning, activities that directly support the State's educational reform efforts,
23 • essential Academic Learning Requirement,
24 • district Strategic Planning Goals, and
25 • other related activities under the supervision of the building
26 principal/program director.

27
28 Verification of responsibilities will be documented on a District form.

29
30 Part-time employees hired prior to 10/1/2000 will be compensated as if said employee were full-time
31 employees. An employee working less than 1.00 FTE on an annualized basis will receive TRI pay on a
32 prorated basis.

33
34 One and one tenth (1.1) of the base of the Anacortes Certificated Salary Schedule as applied to the
35 additional compensation schedule will become null and void for the following year in the event of a
36 double levy failure. When a subsequent levy passes these hours will be restored during the term of this
37 contract.

38
39 **EARLY RELEASE DAYS**

40
41 Four (4) early release days as follows:

- 42
43 1. End of the first semester (secondary), end of the first trimester to prepare for fall
44 conferences (elementary), for the purpose of school record-keeping and progress reporting.
45 The date(s) will be determined by the District.
46
47 2. Early release the last day of school.
48

1 3. Two additional early releases determined by the District for the purpose of staff planning,
2 program development, departmental planning, coordination & evaluation activities. At the
3 elementary level, one of these additional early release days will precede the spring conferences
4 and will be used for the purpose of student record-keeping and progress reporting and
5 conferencing.
6

7 4. More early release days will be provided on a regular basis if allowed under Washington
8 Administrative Code related to program hour offerings and teacher/student contact time.
9 Additional Responsibilities – District Level. Conversely, in any given school year, the District
10 may eliminate either or both of the ‘two additional early release’ days mentioned above in the
11 event that the District needs to comply with the basic education act.
12

13 **NEW CURRICULUM RESPONSIBILITIES – DISTRICT LEVEL**

14
15 New or different responsibilities as required by the District are defined as the following specific
16 assignment changes:
17

- 18 1) different level (2 grade level's discrepancy):
19 - K-3 (primary) - 7-8
20 - 4-6 (intermediate) - 9-12
21
- 22 2) new content area
23 -grades 7-12
24 -no training or experience within previous 7 years
25
- 26 3) District adoption, or significant change in curriculum, i.e., major philosophical shift or
27 significant changes in type of instructional materials or methods required
28

29 Teachers who assume new or different responsibilities as described above will be provided at
30 least one of the following:
31

- 32 1. One course in the new area for which the District pays tuition and textbook costs (cannot
33 be used with incentive stipend)
34
- 35 2. Three days (21 hours) per diem time for preparation of instructional materials. Release
36 days or additional time)
37
- 38 3. One professional in-state conference specifically related to new content area.
39
- 40 4. One inservice workshop in new content area.
41
- 42 5. Two days of release time for classroom observations in new content area.
43
- 44 6. Participation in a district-sponsored training workshop when available.
45
- 46 7. Other, as approved by the Principal and Superintendent.
47

48 **PROFESSIONAL GROWTH:** Each employee is eligible for one (1) day per school year of release time
49 for visiting other classrooms, programs, or attending conferences, workshops, seminars or committee
50 work for the purpose of professional improvement. The first day of release time when the district
51 provides a substitute to an employee for the purpose of professional or personal growth meets the District

1 obligation under this contract provision. Employees who desire to participate in this professional growth
2 program must seek prior approval from their building principal/supervisor. If the principal/supervisor
3 does not grant approval the employee may request that the superintendent or his/her designee review the
4 decision. The decision of the superintendent or his/her designee will be final and binding. If a
5 principal/supervisor desires an employee to participate in any activity that would use his/her professional
6 growth day, then the principal/supervisor must seek prior approval from the employee. Any employee
7 who has already used their professional growth day will not be discriminated against for any committee
8 work that may arise after his/her professional growth day has been used.
9

10 LENGTH OF WORK DAY:

11
12 Employees shall begin their work day with a block of at least thirty (30) minutes before the student's
13 school day begins and shall continue for a block of at least thirty (30) minutes after the student's day ends.
14 The total amount of minutes for these blocks of time shall be no less than sixty (60) minutes per work
15 day. Each week, no more than three of these blocks will be district directed time. The remaining blocks
16 will be designated as time for scheduled parent meetings. If no meetings are scheduled, these blocks of
17 time are intended to be teacher directed time. The work day for all employees shall be seven (7) hours,
18 except that the District shall have the right to adjust the employee work day if necessary to meet the
19 compliance requirements of the Basic Education Act. In addition, all certificated staff shall have a duty-
20 free lunch period of not less than thirty (30) continuous minutes. Though early release within a school day
21 is discouraged, in exceptional cases this procedure may be followed at staff request and with prior
22 approval of the principal.
23

24 The parties recognize the importance of parent conferences and that some parents may not be able to
25 attend during a normal work day. To accommodate these parents one of the days during fall conference,
26 and one in the spring, will be exchanged for a three-hour night conference. In exchange for the night
27 conferences there will be an early release day for all certificated staff on the Wednesday before
28 Thanksgiving and on the Friday before Memorial Day.
29

30 PROFESSIONAL LEARNING TIME

31
32 The district may adjust the length of work day to implement a Professional Learning Time
33 schedule. Under a P.L.T. schedule, employees shall begin their work day with a block of at least
34 twenty (20) minutes before the student's school day begins and shall continue for a block of at
35 least twenty (20) minutes after the student's day ends. The total amount of minutes for these
36 blocks of time shall be no less than fifty (50) minutes per work day. Each week, no more than
37 three of these blocks will be district directed time. The remaining blocks will be designated as
38 time for scheduled parent meetings. If no meetings are scheduled, these blocks of time are
39 intended to be teacher directed time.
40

- 41 – The 50 minutes per week accumulated by reducing the total daily blocked minutes from
42 sixty (60) to fifty (50) may be added to one of these blocks each week before or after the
43 student's day to create an extended block of Professional Learning Time that shall be no
44 less than eighty (80) minutes long. On the PLT day, the secondary plan time may be
45 adjusted to equal the length of the average class period, or 40 minutes, whichever is
46 greater
- 47 – This configuration of the length of the PLT work day:
- 48 – Must not lengthen the contract day
- 49 – Will include a PLT block which will be teacher directed during the month when grades
50 are due.

- 1 – The remaining PLT blocks will be split between district directed time and time
- 2 designated to individual teachers for preparation and enhancement of their instructional
- 3 program. On the weeks that the district controls the PLT, it will be considered one of
- 4 their 3 (three) blocks.
- 5 – Will insure that no seat time will be lost to students as a result of the change.
- 6 – Will not replace current allocated planning time

7
8 After PLT is scheduled for grading, Professional Learning Time (PLT) shall be scheduled such
9 that half of the PLT will be teacher directed and half of scheduled PLT will be District directed.

10 11 ASSEMBLIES

12
13 Up to four (4) times a year the District may schedule extended assemblies at the Middle School and at the
14 High School. On a day that an extended assembly occurs, the bell schedule will be changed so that
15 instructional periods will be approximately the same length of time.

16 17 FLEXIBLE WORK DAY

18
19 Certified employees who are requested by the District and who voluntarily choose to participate in their
20 school's School Improvement Program may volunteer on an annual basis to participate in the restructuring
21 of their seven (7) hour work day. The seven (7) hour work day includes at least one 45 minute planning
22 period and is in addition to a 30 minute duty free lunch period. The 300 minutes per week (30 minutes
23 before and 30 minutes after the student day) may be redistributed throughout the work week. Student
24 contact time will not exceed 1400 minutes per week.

25
26 Though the start time for staff may vary, the work day shall be seven (7) hours. Participation is voluntary
27 and if an adjustment is needed after the restructuring of the work day, a change may be mutually agreed
28 upon.

29
30 STAFFINGS: When possible, as judged by the District, staffings will be held in the building from which
31 the referral was made.

32
33 PAYMENT: In accordance with state law, all employees shall be paid in twelve (12) monthly
34 installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Pay shall be
35 electronically transmitted to the employee, or a payroll check may be picked-up in person on the last
36 District business day of each month. In December, individuals who wish to pick-up their payroll check in
37 person may do so only on the first District business day in January. Employees receiving their checks in
38 person may request that their payroll check be mailed on the last District business day in December, June,
39 July and August. Beginning with the 2003-04 school year, new employees will be paid by electronic
40 deposit. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall
41 be made over the same period that the under or overpayment was made and/or made by the end of August
42 in the contract year or at separation.

43
44 RELEASE FROM CONTRACT: An employee under contract shall be released from the obligations of
45 the contract upon request under the following conditions:

- 46 A.
- 47 A letter of resignation specifying the reason(s) for the resignation must be submitted to the
- 48 Superintendent's office.

- 1 B. A release from contract for an ensuing school year shall be granted provided a letter of
2 resignation is submitted prior to June 1.
3
4 C. A release from contract for an ensuing school year may be granted after June 1 provided a
5 satisfactory replacement as determined by the Superintendent can be obtained.
6
7 D. A release from contract may be granted in case of illness or other personal matters which make it
8 impossible for the employee to continue in the District.
9

10 Section 8. Staff Reduction

11 8.1 Criteria

12
13
14 When the Board of Directors determines that conditions including lack of funds, program, or curriculum
15 change warrants or requires a reduction in certificated personnel, and when the required programs and
16 positions have been determined by the Board, the determination of those certificated staff to be retained
17 shall be made on the basis of certificated employees holding required endorsements and then seniority, in
18 that order.
19

20 8.1.1 Definition of Certificate Endorsements

21
22 Certificated endorsements shall be determined by the District based upon the Revised Code of
23 Washington (State Law) and the Washington Administrative Code (WAC) State Regulations.
24

25 8.1.2 Definition of Qualifications

26
27 An employee shall be deemed qualified for a position if he/she holds the required certificate
28 endorsement.
29

30 8.1.3 Definition of Seniority

31
32 Seniority shall mean the number of years of Washington State experience held by a certificated
33 employee recognized by the State for salary funding purposes, rounding to the nearest tenth.
34
35

36 8.2 Timeline and Tie Breaker

37
38 By February 1 of each school year the Board will publish and distribute to all employees and the
39 Association a seniority list ranking each employee from greatest to least seniority. Any employee who
40 believes that his or her seniority is incorrect may file a Notice of Correction and provide documentation to
41 the Human resources office no later than February 15 for resolution. The final seniority list will be
42 published and distributed to all employees and the Association by March 1. Any employee who believes
43 that his or her seniority is incorrect may file a written grievance directly at Step 1 (Superintendent Level
44 2) and thereafter proceed to arbitration consistent with the Grievance Procedure.
45

46 In the event that more than one employee has the same seniority ranking, all employees so affected will
47 be ranked in accordance with the total seniority as certificated employees in the District from greatest to
48 least.
49

1 In the event that more than one employee has the same seniority ranking after applying the above
2 provision, preference shall be given to the employee who has at that time the greater number of quarter
3 equivalents of college credits beyond the BA degree as evidenced by college transcripts the employee has
4 placed on file as of September 1 of the school year in which seniority ranking is determined.
5

6 In the event that more than one individual employee has the same seniority ranking after applying the
7 above provisions, all employees so affected shall participate in a coin toss, to determine position on the
8 seniority list. The Association and all employees so affected shall be notified in writing of the date, place
9 and time of the coin toss. The coin toss shall be conducted openly and at a time and place which will
10 allow affected employees and the Association to be in attendance.
11

12 8.3 LEAVE OF ABSENCE

13

14 Subsequent to a lay-off, employees retained may apply for a one-year leave of absence without pay. If
15 the granting of such leave will open a position for which a laid-off employee is qualified, the position will
16 be offered to the most senior, qualified (per 8.1 of this section) laid-off employee on a one-year,
17 replacement contract. An employee returning from the one-year leave of absence will retain his/her rights
18 under applicable Washington statute. The employee on the one-year contract will return to lay-off status
19 unless hired to fill the position of an employee on leave of absence or a position that is newly created or
20 vacated. In either case, the laid-off employee must be qualified for the posting.
21

22 RECALL PROCEDURE

23

24 All teachers receiving, on or before May 15, a layoff notice shall be subject to recall as provided below
25 during the academic school year immediately following such notice. It is understood and agreed that,
26 although employees properly laid off pursuant to the terms hereof do not have a continuing contract
27 guaranteeing them a certificated employment position and a salary for the forthcoming fiscal year, each
28 laid-off teacher shall be considered as to have employment status with the District for the purpose of
29 recall.
30

31 A laid-off employee shall be considered to have employment status with the District for the purpose
32 herein defined for two (2) years immediately following August 31 of the year the employee is laid off.
33 Such employment status may be extended upon employee request at the discretion of the Board.
34

35 In the event that additional vacancies or new positions become available in the District, the Board shall
36 first recall all employees who have been laid off in accordance with these provisions before employing
37 additional persons to fill such positions, so long as the qualification requirements (per 8.1 of this section)
38 are met. Employees with the greatest seniority and necessary qualifications as provide herein shall be
39 recalled to available positions first.
40

41 The Board shall give written notice of recall from layoff by sending a registered or certified letter to said
42 employee at his/her last known address. The employee's address as it appears on the Board's records
43 shall be conclusive when used in connection layoff, recall, or other notice to the employee. It shall be the
44 responsibility of the employee to notify the Board of any change in address. Failure to accept an offered
45 position within fourteen (14) calendar days from the date of such offer shall terminate all of the
46 employee's employment rights with the District. It is understood that the layoff and recall provisions set
47 forth herein shall not apply to any "provisional employee" as such employees are defined in Chapter 114
48 of the 1975-76 Laws of Washington.
49

1 **Section 9. Salaries and Stipends**

2
3 STATE SALARY SCHEDULE: Association members will be placed on the state salary schedule
4 effective with this contract. Members adversely affected, will be provided an incentive supplemental
5 contract equaling the difference between the 2002-2003 District Salary Schedule and the State Salary
6 Schedule during the first two years of this contract. The difference will be calculated on an FTE pro-rata
7 basis for less than full time employees.

8 All supplemental contracts will be based on the Association member's placement on the State Salary
9 Schedule during the term of this contract.

10 The parties acknowledge the necessity to comply fully with the salary and benefit increase limitations
11 imposed by State Law (hereinafter the "Salary Limits"). The parties further acknowledge the complexity
12 of the compliance problems confronting them. Thus, it is not the intent of the parties to make any
13 agreements which would preclude the District from complying with the Salary Limits or vest employees
14 with salaries or benefits in excess of the Salary Limits.

15
16 Salary Calculation: The District agrees to pass through to certificated employees state funded salary
17 increases during the term of the Agreement through the following calculation:

- 18
19 a) Experience increments will be granted based upon proper placement of the District Salary
20 Schedule (Appendix A).
21
22 b) Education increments will be granted by October 1 of each year, retroactive to September
23 1 of each year, based upon proper placement on the District salary schedule.
24

25 COMPENSATION FOR SUBSTITUTES: Represented substitutes who are represented by virtue of the
26 thirty-one (31) day rule shall be compensated at a daily rate determined by calculating 75% of the state
27 base per diem rounded to the nearest even number.
28

29 Persons placed on the re-hire list; temporary employees contracted for more than thirty-one days; and
30 retirees within the immediate past two (2) school years are exempt from the thirty-one day rule and will
31 be compensated at the daily rate of 75% of the State base per diem for each day of substitute work.
32

33 Represented substitutes who have been employed twenty-one (21) consecutive days or more in one
34 assignment shall be paid at a per diem rate based upon their appropriate position on the salary schedule,
35 effective on the 21st day of employment in one assignment.
36

37 Leave replacement employees are those hired to replace regular employees whom the Board has granted a
38 specific leave. Leave replacement employees will be placed at their appropriate position on the salary
39 schedule effective the first day of assigned leave replacement and then will be subject to all terms and
40 conditions of this agreement, except that non-continuing contracts issued for less than forty-five (45)
41 working days will not be eligible for insurance benefits.

42 **EXPERIENCE CREDITS**

- 43
44 1. Degrees, credits and experience will determine placement on the teachers' salary
45 schedule.
46

- 1 2. Full experience for previous teaching, whether in or out of the state, will be counted in
2 placing new teachers on the salary schedule.
3
- 4 3.1 Credit for experience shall be allowed on the same basis as the state accepts experience
5 on the statewide salary schedule. Substitute teaching shall not be counted for experience
6 on the salary schedule.
7
- 8 3.2 College teaching will be counted as teaching experience only when the teaching was
9 performed under regular contract. Credit for one (1) year's experience will be granted for
10 three hundred and sixty (360) hours of active instruction during any twelve (12) month
11 period.
12
- 13 4. Credit for experience shall be given for active military, Peace Corps, or Vista service
14 which interrupts teaching up to a maximum of three (3) years.
15

16 EDUCATIONAL CREDITS

17
18 Certificated personnel successfully completing courses that are approved by the Office of Superintendent
19 of Public Instruction for placement on the state salary schedule (state allocation model/leap schedule) will
20 receive approval for placement on the salary schedule for courses completed prior to September 1 of the
21 contract year and documented by official transcript no later than December 1 of the contract year.
22

23 100 level courses that are accepted by the State for placement on the State allocation model will be
24 approved for placement on the salary schedule.
25

26 Transcripts are required for verification of credits earned. It is the employee's responsibility to provide
27 the District administrative office with the information and documentation required for salary schedule
28 advancement.

29 Employees will be granted credit for placement on the salary schedule for the current contract year
30 provided the employee submits transcripts or other proof of credits earned to the District administration
31 office prior to October 1, or the last working day of September if October 1 is a non-working day, with an
32 official transcript required not later than December 1. However, if the employee does not provide the
33 District with an official college transcript by December 1 of the current contract year, the employee will
34 not receive the incremental increase for the contract year. Exceptions shall be granted if the cause for
35 additional delay is solely the responsibility of the college or university provided the employee has
36 requested an official transcript by October 1st of the new school year

37 The District will accept clock hour and inservice credits for placement on the District salary schedule that
38 are acceptable for placement by O.S.P.I.
39

40 EXTENDED CONTRACTS:

41
42 Extended contracts shall be granted on the following basis:
43

44 Secondary counselors - maximum 70 hours (10 days) before/after the regular contracted year for
45 the purposes of academic advisement, student scheduling, and other necessary parent/student
46 contacts.
47

48 Elementary Learning Behavioral Specialists - maximum 35 hours (5 days) before/after the regular
49 contracted year for purposes of required individual student assessments.
50

1 K-12 Librarians - maximum of 35 hours (5 days) for purposes of opening/closing operations
2 which are required outside the regular school year. The scheduling of this time will be mutually
3 agreed to between the librarian and the building principal.
4

5 Vocational home economics teachers shall be reimbursed for a maximum additional number of hours for
6 home visitations and state conferences, as determined by allowing one and one-half 1-1/2) hours per
7 vocational student per year. Certificated employees providing the extra services shall be reimbursed at
8 their respective annual contracted hourly rates.

9 Extended contracts will be calculated as supplemental contracts for compliance purposes.
10

11 CURRICULUM DEVELOPMENT PAY: When, in the judgment of the Anacortes School District, a
12 curriculum development pay program is needed, the following conditions shall prevail: The program to
13 be developed, the number of hours to be reimbursed, and the individual staff member(s) participating
14 must have the prior approval of the District. Remuneration may be provided upon approval by the
15 District for hours worked on non-contracted days, on holidays, vacation, weekends, and after completion
16 of required responsibilities on contracted days. Reimbursement shall be at each teacher's respective
17 annual contracted hourly rate.
18

19 TRAVEL REIMBURSEMENT – Travel reimbursement will be consistent with current Board policy
20 but no less than the amounts adopted in Board policy as of 8/15/2009. The following kinds of trips will
21 be reimbursed upon request and approval:
22

- 23 A. The non-contracted state professional meeting days set aside each year;
- 24 B. Professional meetings requested by an employee (clinics, music, conferences, etc.)
- 25 C. Meetings and visitations undertaken at the direction of the Superintendent or designee on
26 behalf of the District;
- 27 D. In-District travel.
28

29 Section 10. Insurance Benefits:
30

31 The District shall provide flow through state funded insurance amounts per FTE toward payment of
32 premiums of approved district group insurance programs for all employees and their eligible dependents
33 who elect to participate. Payments shall apply toward life, dental, vision, medical, and other group
34 insurance programs as approved by the association and the Board. Annual enrollment for all employee
35 group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of
36 newly employed employees shall begin with their employment and shall be completed within the time
37 specified by the insuring company. The District will provide payment for insurance premiums for
38 certificated employees on the basis of their FTE employment.
39

40 In addition to the state funded insurance amount, the District shall pay seventy percent (70%) of the
41 amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority.
42

43 The District shall provide payment for insurance premium payments of the following approved District
44 group insurance programs.
45

- 46 A. Life Insurance: The District shall pay the monthly premium per certificated employee for a
47 \$100,000 Group Term Life and AD&D Insurance plan.
48

1 B. Dental: The District shall pay the monthly premium for dental insurance for certificated
2 employees and their dependents with the orthodontia benefit added. This plan will be the
3 Washington Education Association endorsed plan.
4

5 C. Vision: The District shall pay the monthly premium for vision care for certificated employees
6 and their dependents. This plan will be Vision Care Plan II with Cosmetic Contacts by Blue
7 Cross of Washington and Alaska.
8

9 D. Medical: After payments have been made by the District for dental and vision premiums (above),
10 the total cost of dental and vision premiums shall be deducted from flow through state funded
11 insurance amounts plus the amount defined above per month in each contract year with the
12 difference applied to the WEA Medical/Life 365 Program for certificated employees and their
13 dependents.
14

15 E. Section 125 Plan: Effective January, 1991 the District will establish a section 125 for insurance
16 premiums for policies listed in this contract only. Plan administrative costs are to be paid by the
17 provider.
18

19 The District will explore the specific option of child care, and if it can be accomplished a plan
20 will be implemented as soon as possible.
21

22 F. Pooling per statutory intent: Adjustments in the allocation of pooled monies shall be made
23 annually and payments shall begin no later than May. Allocation of funds shall be designated by
24 the AEA in consultation with the District no later than January 15 of each school year.
25 Increased insurance contributions, if any, shall be provided to the extent of explicit authorization
26 and specific funding for so long as such improvement is provided by law in keeping with all
27 compliance requirements, and any adjustments affecting individuals covered by this Agreement
28 will be made as soon as feasible after information is available.
29

30 G. The District will pay the medical insurance premium for up to one (1) year for those employees
31 on approved medical leave who have exhausted their individual and shared sick leave. Any
32 medical insurance benefits arising from state or federal FMLA will be applied concurrently with
33 said approved medical leave.
34

35 H. VEBA III
36

37 A certificated employee retiring may have his/her sick leave buyout payments remitted directly to
38 a sick leave conversion program selected by the Association. Such program will provide
39 reimbursement of medical, dental and vision expenses, if the employee completes the enrollment
40 form and signs a hold harmless provision. Any retiring certificated employee participating in the
41 sick leave conversion program shall hold the District and the Association harmless should the IRS
42 find that the District or the employee is in debt to the United States government for not paying
43 income taxes due on any amounts or as a result of the District not withholding or deducting any
44 tax, assessment, or other payment on such funds as required by federal law. Neither the District
45 nor the Association makes any representations or warranties with respect to the tax consequences
46 of the program nor to the ability of the program sponsor or insurer to fulfill its obligations under
47 the program.
48

49 Any eligible certificated employee who does not wish to sign the hold harmless provision will not
50 be permitted to participate in the plan at any time during the term of this agreement, and any and
51 all excess sick leave which in the absence of this agreement would accrue to such employee

1 during the term hereof, shall be forfeited together with all cash conversion rights that pertain to
2 such excess sick leave.

3
4 Section 11. Leaves

5
6 SICK LEAVE:

7
8 The District agrees to provide twelve (12) days per year accumulative leave per employee to be used in
9 the event of the absence of an employee necessitated by the personal injury to or illness of the employee.
10 Said leave shall be granted with no deduction in salary. The use of sick leave, pursuant to the term
11 'emergency' in RCW 28A.58.099 shall be granted in the event of illness or injury of a member of the
12 employee's immediate family when the presence of the employee is required, as recommended by the
13 attending physician.

14
15 Leave days earned but unused during each calendar year may be accumulated year to year to a limit of
16 one hundred eighty (180) days, or may be compensated annually or at retirement or death so long as
17 prescribed and permitted by statute.

18
19 Accumulated sick leave shall be transferable into the District from any other school district in the state of
20 Washington.

21
22 An accounting of accumulated sick leave shall be provided to each employee at the June pay period.

23
24 Sick leave shall be applicable under the following provisions, in addition to definitions in the above
25 sections: (a) medical or dental appointments which require the attention of an out-of-town specialist, if
26 recommended by a physician or dentist; (b) medical or dental appointments necessitated by pain or the
27 need for immediate treatment; (c) physical examinations required by a physician in conjunction with a
28 current illness. The District reserves the right to verify that an appointment was not available on a non-
29 school day or that appointments were kept and to require a certificate of illness by a physician of the
30 District's choice at the District's expense.

31
32
33
34 MATERNITY LEAVE:

35
36 An employee who becomes pregnant must notify the administration no later than the end of the fourth
37 month of pregnancy. Maternity leave shall commence and terminate at the discretion of the employee
38 and her personal physician. Provided, however, that if the District can establish sufficient evidence
39 indicating that the employee exhibits excessive absences and/or mental or physical strain which limit her
40 ability to perform her duties under District contract, the District may require that maternity leave for that
41 individual commence at the most appropriate time, and the Superintendent shall make that determination.
42 The employee shall submit a letter requesting maternity leave which shall include a statement as to the
43 expected date of return to employment, as well as the date of commencement. Such letter shall be filed
44 with the District no later than two (2) weeks prior to commencement of the leave. Every effort shall be
45 made on the part of the certificated employee to live up to the terms of the letter.

46
47 Within thirty (30) calendar days after childbirth, the employee shall meet with the Superintendent and
48 agree upon a specific date for return to work. Disagreements as to return date shall be submitted to the
49 Secretary of the Human Rights Commission and a mutually agreed upon M.D.

1 Employees on maternity leave shall be granted their accumulated leave under the provisions of the
2 District's sick leave policy. Employees returning from maternity leave shall be placed in their former
3 position or a similar position in the District. (WAC 162-30-020.)
4

5 ADOPTION LEAVE:
6

- 7 a. Ninety (90) days non-paid leave shall be granted an employee who adopts a pre-school child and
8 requests such leave. The leave request shall be directed to the Superintendent or his designee.
9 This ninety days would apply to one parent only if both parents are District employees.
10 Additionally, the parent(s) may use sick leave to care for an adopted child who has a diagnosed
11 medical or health condition.
12
- 13 b. One (1) day of leave with pay shall be granted which shall be the day the adoptive parent appears
14 in court to execute the legal adoption agreement; additionally, one (1) day leave with pay shall be
15 granted to the parent(s) which shall be the first day home with the child.
16
- 17 c. The District shall be notified when adoption proceedings have begun and the leave shall begin at
18 a natural break in the school year or a mutually agreed upon date.
19
- 20 d. At the discretion of the District, adoption leave may extend up to one semester beyond the initial
21 ninety (90) day leave for one parent. The exact date of the employee's return will be determined
22 in consultation with the Superintendent and the employee's immediate supervisor.
23
- 24 e. In the event adoptive parents are both employees of the District, only one adoptive parent shall be
25 entitled to adoption leave except as noted above.
26
- 27 f. Experience credit will not be given for leave time in excess of one (1) semester.
28

29 BEREAVEMENT LEAVE:

30 The District agrees to provide with no deduction in salary, up to five (5) days per year per employee in
31 the event of death or serious illness in the family of the employee. "Family" may include a significant
32 other living in the same household or close personal friend. This leave shall be non-accumulative from
33 year to year.
34

35 'Serious illness' shall be interpreted as any illness of an emergency nature in which death is imminent or
36 in which the condition has been described as critical by a physician. 'Family' shall be interpreted as
37 father, mother, brother, sister, children, spouse, aunt, uncle, grandparents, step-relatives, and in-laws of
38 the same degree of relationship. 'Close friend' shall be determined applicable by the Superintendent as a
39 result of a conference between the Superintendent and the employee.
40

41 EMERGENCY LEAVE:

42 The District agrees to provide, with no deduction in salary, up to two (2) days per employee per year,
43 non-accumulative, for absences of an employee for emergencies as specified below:
44

- 45 A. Any illness or injury to a member of the employee's family.
46
- 47 B. Any act over which one has no control or which results in serious personal loss, such as fire,
48 natural catastrophe.
49
- 50 C. Any accident without personal injury (i.e., auto accident, accident in public conveyance).
51

- 1 D. Any mandatory court appearance which is not the result of an illegal act on behalf of the
2 employee.
3
4 E. Legal and business commitments which cannot be foreseen which demand immediate action and
5 cannot be transacted during non-school hours and for which the employee will not be deriving
6 immediate material gain.
7
8 F. Honors and awards to spouse or child which have been approved in advance by the
9 Superintendent (i.e., college graduation, state tournaments, college musical or drama presentation,
10 professional awards).

11
12 Additional emergency leave days may be granted above the total amount in this section after review by
13 the superintendent/designee.
14

15 CIVIC LEAVE:

16 The District may provide up to two (2) days per year per employee in addition to sick leave for staff
17 service as a member of a civic organization, for attendance at conventions, or for vital business, upon the
18 written application of the employee and the approval of the Superintendent.
19

20 JURY DUTY:

21 In the event an employee is selected to serve on a jury, the District agrees to provide jury leave at regular
22 pay with a deduction for jury pay for a period not to exceed fourteen (14) work days.
23

24 PROFESSIONAL LEAVE:

25 Professional leaves may, at the Board's discretion, be granted for one quarter, one semester, or one year to
26 those employees who have served the District a minimum of five (5) years. An employee who has had a
27 professional leave can become eligible for another professional leave after serving an additional five (5)
28 years in the District. To qualify for professional leave, an employee must be eligible following the leave
29 for at least three (3) years of service before reaching compulsory retirement age.
30

31 An employee on professional leave shall receive all employee benefits he would have received if he had
32 remained on active duty and fifty percent (50%) of his regular salary. An employee receiving salary
33 while on professional leave shall not engage in teaching or other remunerative occupations during such
34 period. This does not prevent an employee from furthering his education on a teaching scholarship or
35 fellowship.
36

37 Employees granted professional leaves shall agree to return to regular service in the District upon the
38 expiration of their leaves for a period of at least one (1) year. If an employee does not return to regular
39 service with the District at the expiration of the leave, all salary paid during the leave shall become due
40 and payable to the District. If an employee should die or become permanently disabled while on
41 professional leave, no repayment of salary paid while on leave shall be required.
42

43 Any employee desiring professional leave must submit a written request to the Superintendent prior to
44 March 15 of the school year prior to the year for which professional leave is desired. The request shall
45 specify the reasons for which leave is requested and give specific plans and endeavors. No more than two
46 percent (2%) of all employees may be granted professional leave during any school year.
47

48 An employee returning from professional leave shall be given the same consideration for returning to the
49 position of his last assignment as if he had been on active duty. It shall be assumed that the employee
50 wishes to return to the position of his last assignment unless he notifies the Superintendent by February

1 15 prior to the expiration of his leave. If reassignment is necessary, procedures outlined in this contract
2 shall be applicable.

3
4 MILITARY LEAVE:

5 Every employee who is a member of the armed services, including the National Guard and the Reserves,
6 shall be entitled to a maximum of fifteen (15) days military leave per calendar year without loss of pay or
7 accumulated sick leave, if ordered to duty by the military (RCW 38.40.060).

8
9 ASSOCIATION LEAVE:

10 A maximum of thirty-one (31) days of leave per year for Association business will be granted provided
11 that in no case shall any individual member be released for more than ten (10) days in any school year.
12 Notification of the leave shall be submitted by the Association President in writing to the Principal no less
13 than three (3) days before the leave is to take effect. The Association President and the employee shall be
14 informed of the arrangements made for the leave. The Association will compensate the District by the
15 amount equal to the cost of the substitute within a month of when the leave was taken.

16
17 LEAVES OF ABSENCE:

18 Each request for whatever reason will be considered on its own merits. A request for and reassignment
19 from a leave for reasons of health shall be accompanied by a verifying statement from an M.D.
20 Application for leave of absence shall be made in writing before March 15 of the year preceding the
21 school year or years for which the leave is requested. Requests shall be made to the Superintendent and
22 he shall communicate such requests to the members of the Board within ten (10) days following receipt of
23 the leave request with his recommendations for their final decision. The Board will act upon said requests
24 within forty (40) days or at the next regular Board meeting, whichever occurs first. All approvals and
25 denials will be in writing.

26
27 Requests for leaves of absence due to extended illness shall be verified by a physician. The employee
28 receiving such leave will retain contracted status at no salary through the completion of the contracted
29 year and may continue to receive the benefits of the shared health insurance program for a maximum of
30 six (6) months.

31
32 Employees granted leave must present written notice to the Superintendent by March 15 of intent to
33 return for the year following the leave. Upon return from leave, the employee shall be placed in the
34 position last held or in a similar position in the District.

35
36 If leave is denied or recommended to be denied by the Superintendent, the person involved shall have and
37 shall be granted an opportunity to meet with the Board or a committee thereof to discuss such denial. All
38 leave approvals and denials will be in writing.

39
40 Compensation for leave of absence from the District will not be granted. If partial service is rendered to
41 the District during the year, compensation for this service will be arranged.

42
43 While on leave, the certificated member will maintain seniority in the District. There will be no loss of
44 accrued benefits or penalties assessed because the member was on leave of absence. Upon return from
45 leave, the employee will be placed at the salary schedule step that college training and teaching
46 experience indicate. There will be no experience increment for the year of leave of absence unless the
47 employee was engaged in full-time teaching as part of his scholarship or educational grant.

48
49 ANNUAL LEAVE:

50 Four (4) days leave accumulative to five (5) days), shall be granted an employee for personal, business,
51 legal, or religious reasons, provided, no more than ten (10%) percent, (the number to be rounded to the

1 next whole number, or a minimum of two (2) staff members per building) shall be granted such leave in
2 any one day. In addition, at least forty-eight (48) hours advance notice of request for such leave must be
3 given to the building principal/supervisor.
4

5 The Association agrees to indemnify and to hold the District harmless from all claims asserted and law
6 suits commenced due to any action taken by the District in strict compliance with this section.
7

8 Each year, accumulated annual leave (1-5 days) may be cashed out at a rate of \$135.00 per day or current
9 daily substitute rate, whichever is higher. Employees may retain up to 1 day to hold over for the
10 following year. This cash out will appear on the July or August paycheck.
11

12 LEAVE SHARING:

13
14 Employees may donate sick leave to another employee subject to the following:

15
16 The donating employee must have an accrued sick leave balance of more than twenty-two (22) days.

17
18 The donating employee may be allowed to grant up to six (6) days of leave during a twelve (12) month
19 period.
20

21 The donating employee cannot request a transfer which would result in his or her sick leave account
22 going below twenty-two (22) days.
23

24 To qualify for days under this provision a receiving employee must comply with the following
25 conditions:
26

27 i) he/she must suffer from, or have a relative or household member suffering from, an illness,
28 injury, impairment, or physical or mental condition which is of an extraordinary or severe nature
29 and which has caused, or is likely to cause, the employee to either go on leave without pay or to
30 terminate employment;
31

32 ii) the Superintendent/designee determines that the receiving employee's absence and the use of
33 the shared leave are justified;
34

35 iii) the receiving employee has depleted, or will shortly deplete, his/her sick leave and any other
36 paid leave as provided by this Collective Bargaining Agreement ; and
37

38 iv) the receiving employee has diligently pursued and been found to be ineligible for worker's
39 compensation benefits.
40

41 The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive
42 under this section. However, an employee shall not receive a total of more days than constitute his/her
43 regular work year.

44 An employee who receives leave under this section will retain his/her status as a District employee.
45

46 Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the
47 District.
48

49 Section 12. Employee Facilities

1 Each building shall have the following facilities and equipment for the use of employees in that building:

- 2
- 3 A. Space in each classroom to store instructional materials and supplies.
- 4
- 5 B. A work area containing equipment and supplies to aid in the preparation of instructional
- 6 materials.
- 7
- 8 C. A furnished faculty lounge separate from any work area, equipped with a telephone line
- 9 and instrument, if possible.
- 10
- 11 D. A desk and chair and filing cabinet in each classroom.
- 12
- 13 E. A communication system, not necessarily electrical, between classrooms and the main
- 14 office.
- 15
- 16 F. Well lighted and clean restrooms, separate from student restrooms.
- 17
- 18 G. A separate dining area (e.g., teachers' lounge) apart from the student dining area.
- 19

20 In order to permit freedom of access both during and after regular school hours, all employees will be
21 issued keys or be provided means of access to their classrooms, faculty lounge, work area, and outside
22 door of their assigned building, subject to the control of the District. An adequate part of the parking lot
23 at each school will be reserved for employee parking, if possible. Representatives of the Association may
24 meet and confer with the building principal to recommend specific changes or improvements in the
25 facilities and their use.

26 Section 13. Professional Responsibilities

27
28
29 Teachers shall be responsible for complying with the provisions of all Board policies, following the
30 prescribed courses of study, enforcing the rules and regulations of the school district, and maintaining and
31 rendering the appropriate records and reports, provided that written copies have been issued to all
32 certificated employees. Teachers shall have the right, and it shall be their duty, to direct and control
33 within reasonable limits the studies of their pupils, taking into due consideration individual differences
34 among pupils, provided that all pupils shall receive instruction in such prescribed courses of study as are
35 required by law and regulations. Teachers shall be responsible for the evaluation of each pupil's
36 educational growth and development, and for making periodic reports to parents or guardians and to the
37 designated school administrator. Teachers shall be required to perform their duties in accordance with
38 WAC 180-44-010.

39 Section 14. Auxiliary Personnel

40
41
42 Definition: Auxiliary personnel are persons who assist in, but are not responsible for, instruction under
43 the supervision of a certificated staff person. Auxiliary personnel shall be responsible to the administrator
44 and employee or employees to whom they are assigned. Certificated employees shall be consulted prior
45 to the assignment of auxiliary personnel. Auxiliary personnel shall not be used to relieve certificated
46 employees (classroom teachers) of their teaching responsibilities.

47 48 49 Section 15. Student Teachers

1 Teachers requesting a student teacher shall make written application through their building principal. No
2 teacher shall be assigned a student teacher for more than two (2) quarters per year. Principals shall serve
3 as supervisors of all student teaching assignments in their buildings. Only those teachers who are willing
4 to accept student teachers will be given the assignment.
5

6 Section 16. After School Supervision
7

8 Teachers will not be required to supervise after school elementary music performances.
9

10 **ARTICLE IV. INSTRUCTION**

11
12 Section 1. Orientation of Staff
13

14 In the formal program provided by the District for the orientation of new employees, there shall be an
15 opportunity for participation by Association representatives. The names of all employees, their building,
16 grade, and subject assignments shall be provided to the Association as soon as possible each fall.
17

18 Section 2. Class Size/ Load Review Team
19

20 The following instructional load standards are established except for traditional large group instruction
21 classes, such as music, K-6 physical education, team teaching and special education programs for which
22 state standards are prescribed, and except when the District because of financial crisis (such as double
23 levy failure, 5% decline in state class size funding for a specific grade as defined by OSPI, will result in
24 an increase in the affected grade level by one student).
25

26 Combined classes will use the lowest grade level to determine the class standard.
27

28 CLASS SIZE
29

30 Elementary
31

32 Class sizes will be determined using whichever of the following options is smaller:
33

- 34 a. K-3 24
35 4 25
36 5-6 26
37

38 OR
39

- 40 b. State funding formula of teachers per students, rounded to the nearest student, then, add
41 one student for each plan time covered by a non-funded certificated staff.
42

43 Each year within the first 10 days of the school year, the District will calculate the class sizes at the
44 elementary level and forward the information to the Association
45

46 Secondary
47

- 48 7-12 29 average or 32 per class
49

1 Relief of Overloads

2
3 Should classes exceed the above numbers after the first five (5) student days of the school year at the
4 elementary schools or the first five (5) student days of each grading period at the secondary schools
5 (semester/trimester), the District will remedy these overloads with student transfer, addition of staff, new
6 class sections, etc. within ten working days. If such a remedy cannot be accomplished the District will
7 provide each affected teacher a salary adjustment of:

8
9 Elementary:

10
11 1st student over the maximum \$10.00 per day
12 2nd student over the maximum 10.00 per day
13 3rd student over the maximum \$25.00 per day

14
15 Middle/High Schools:

16
17 \$10.00 per day per student (or fraction thereof) over the average of 29, or per student over 32 in an
18 individual class, whichever is greater.

19
20 The above salary adjustments will be granted retroactive to the sixth (6th) day of the applicable term. It is
21 clearly understood that in the event class loads drop below the identified numbers above, the applicable
22 salary adjustment will cease.

23
24 Specialists for the elementary school, librarians, counselors, and other school personnel who do not
25 maintain a regular classroom shall not be counted in the teacher-pupil ratio determination.

26
27 Computation of Class Size: Class size is defined as the total of those students spending one-half or more
28 of their instructional time in an assigned classroom. This provision shall be subject to the Grievance
29 Procedure, Article V, only as a Class B Grievance. The decision of the Board of Directors shall be final
30 and binding.

31
32 Section 2. Class Size/Load Review Team:

- 33
34 2.1 An advisory process for the purpose of reviewing unusual classroom/support staff loads
35 shall be established.
36
37 2.2 The review team will review class size and teacher/support staff loads, to assure that the
38 assignment of special needs students including but not limited to bilingual, special
39 education and remediation students are not excessively assigned to one classroom
40 teacher/support staff. The focus will be to review concerns related to teacher/support
41 staff loads and to identify alternative solutions. The process is not an advocacy forum
42 nor an extension of the bargaining process, but a professional/collegial approach to
43 resolving staff concerns. The Review Team will strive to reach a consensus on solving
44 concerns brought to its attention and refer their solutions to the Superintendent.
45
46 2.3 Procedures for establishing teams: Individual classroom teachers or support staff who
47 want their student loads reviewed should contact their building principal first to resolve
48 their concern. If the concern is not solved, they, or their building principal may request,
49 in writing, that their concerns be reviewed. The request should contain the statement of
50 the concern and request(s) to remedy the concern. The written request shall be addressed
51 to the Superintendent and the AEA President, who should then review the request and

1 determine the need for further action. If necessary, they will each appoint up to three (3)
2 representatives to review the concern. Written recommendations from the Review Team
3 will be presented to the Superintendent within ten (10) working days.
4

5 2.4 The determination of a final solution, with supporting rationale, will be made by the
6 Superintendent and communicated to all relevant parties in writing within ten (10)
7 working days after the meeting in 2.5.3 above.
8

9 2.5 [New] The District may contract out SLP, OT, PT and Psychologist work after posting
10 without the result of a qualified candidate. (see memorandum of understanding).
11

12 Section 3. Preparation Period

13
14 Preparation time shall be free from student supervision, parent visitation and duty imposed by an
15 administrator.
16

17 Grades 7-12 certificated staff who agree to teach under contract during prep time will be offered an
18 additional contract equivalent to .083 FTE per semester taught (formula based on 4-7 period instructional
19 day). If the certificated staff member is on authorized paid leave during the period of time covered by said
20 additional contract, there will be no reduction in the staff member's pay.
21

22 Elementary teachers shall have a minimum of 225 minutes of preparation time per week. Such time will
23 consist of at least five (5) forty-five (45) minute blocks per week during the student day.
24

25 Secondary: Semester Plan – one planning period of at least one full classroom instruction session in
26 length, but no less than 45 minutes.
27

28 Between April 15th and the end of the school year, at the written request of 10% of the secondary teaching
29 staff, and with the approval of the central administration, secondary teachers shall vote to forego the daily
30 planning period and replace it with the following option:
31

- 32 • Secondary teachers shall have a minimum of 225 minutes of preparation time per week. There
33 will be one preparation period in each schedule rotation of at least one full classroom
34 instructional session in length, but no less than 40 minutes. (A schedule rotation is defined as
35 such: Based on a typical student schedule, one rotation would be when the student has attended
36 each of their classes one time.)
37
- 38 • This language will sunset at the end of the following school year, and the minimum daily
39 planning period will be implemented, unless another vote occurs.

40 The requesting staff will be given at least 20 minutes before or after the student work day, as an
41 opportunity to present their case before the vote is taken.
42

43 Only one vote may be taken each school year and will be determined by a simple majority of a single
44 vote per each participating, certificated, secondary, teaching staff member.
45

46 Specialists: Program or subject area specialists will be provided the same number of 45-minute blocks
47 per week as other elementary teachers. Educational Staff Associates shall be provided with an average of
48 at least 45 minutes per day preparation time.

1
2 Section 4 Classroom Visitation

3
4 Per school board policy #4200.

5 Section 5. Student Discipline

6
7 The Board and administration shall support and uphold employees in their efforts to maintain discipline in
8 the District and as soon as possible shall give response to all employee requests regarding discipline
9 problems. Further, the authority of employees to use prudent disciplinary measures which are not
10 arbitrary nor capricious for the safety and well-being of students and employees, as provided in District
11 policies, is supported by the Board. In the exercise of authority by an employee to control and maintain
12 order and discipline, the employee may use reasonable and professional judgment concerning matters not
13 provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or
14 regulations.

15
16 The District agrees to conduct informational meeting(s) at the building level for certificated employees
17 concerning applicable federal, state, and local laws and district rules, regulations, and procedures
18 pertaining to student rights and the processing of student discipline. The meeting(s) shall be held prior to
19 September 30.

20
21 **ARTICLE V. GRIEVANCE PROCEDURE**

22
23 The purpose of this procedure is to provide a means for the orderly adjustment of grievances of District
24 employees covered under the terms of this Agreement.

25
26 Section 1. Definitions as used in this statement:

27
28 1. Grievances are of two classes:

29
30 Class A. A dispute by an employee or the Association President concerning the interpretation
31 or application of the terms of the Agreement. Grievance brought by the Association
32 President may move automatically to Step III.

33
34 Class B. A dispute by an employee that an existing District policy, regulation or rule has been
35 misinterpreted or misapplied.

36
37 2. 'Days' as used herein shall mean regular teacher contracted work days except that after the last
38 regular teacher contracted work day, days shall mean District business days.

39
40 3. Time Limits: Failure of the District to act in a timely manner in Steps I, II, III, IV will
41 automatically move the grievance to the next higher step for consideration. Failure of the
42 grievant to act in a timely manner will nullify the grievant's claim at any step level. Time limits
43 prescribed herein may be extended by mutual consent of the parties.

44
45 Section 2. Representation

46
47 The grievant may be represented by a representative of the Association and/or counsel provided that any
48 employee at any time may present his grievance to the employer and have such grievance adjusted
49 without the intervention of the exclusive bargaining representative, as long as such representative has
50 been given an opportunity to be present at that adjustment and to make his/her views known, and as long
51 as the adjustment is not inconsistent with the terms of this collective bargaining Agreement.

1
2
3
4 Section 3. Freedom from Reprisal
5

6 There shall be no reprisals by the School District or administrative personnel against any aggrieved party
7 or local Association representative for reason of his participation in the processing of a grievance in
8 accordance with the provisions of RCW 41.59.140.
9

10 Section 4. Assistance in Investigations
11

12 The District will supply the grievant, upon request, such information as is reasonably required for
13 investigation or processing of the specific alleged grievance.
14

15 Section 5. Release from Duty
16

17 If attendance at mutually scheduled meetings, hearings, or appeals relating to the grievance adjustment
18 process, whether as a grievant or witness, requires a certificated employee's (as covered by this
19 Agreement) absence from his duty assignment, he shall be released without loss of pay. The Association
20 shall reimburse the District for the cost of the substitute for the Association representative.
21

22 Section 6. Procedure
23

24 Step I, Class A & B:
25

26 An employee shall first present his/her grievance to his/her supervisor for settlement. Such presentation
27 shall be made within thirty (30) days following the occurrence of the event giving rise to the grievance or
28 first becoming known to the employee. The supervisor shall, within seven (7) days thereafter, provide to
29 the employee his/her answer to the grievance.
30

31 Step II, Class A & B:
32

33 If the grievance is not resolved to the grievant's satisfaction in accordance with the preceding sub-section,
34 the grievant has seven (7) days from the answer in Step I or seven (7) days from the time an answer
35 should have been provided in Step I, to move the grievance forward by submitting it in writing to the
36 grievant's supervisor. A statement of the grievance shall contain the following: (1) the facts on which the
37 grievance is based; (2) a reference to the specific provisions in this Agreement which have been allegedly
38 violated; (3) the remedy sought. The parties have ten (10) days from submission of the written statement
39 of grievance to resolve it through meeting(s). A written statement indicating a disposition of the
40 grievance shall be furnished to the aggrieved.
41

42 Step III, Class A & B:
43

44 If no settlement has been reached within the ten (10) days referred to in Step II, and the grievant believes
45 the grievance to be valid, the grievant shall submit a written statement of his/her grievance to the
46 District's Superintendent or his/her designee within fifteen (15) days of the written disposition in Step II,
47 or fifteen (15) days from the time such disposition should have been due. After such submission, the
48 parties will have fifteen (15) days to resolve the grievance through meetings. A written statement
49 indicating a disposition of the grievance shall be furnished the aggrieved.
50
51

1 Step IV, Class B Only:
2

3 If no settlement is reached in Step III, Class B, within a specified or agreed time limit and the grievant
4 believes the grievance to be valid, then a written statement of grievance shall be submitted within fifteen
5 (15) days to the District Board of Directors. After such submission, the parties will have thirty (30) days
6 to resolve the grievance. The Board of Directors reserves the right to summon the grievant for a hearing
7 to review the grievance. The grievant reserves the right to appear before the Board of Directors for a
8 hearing to review the grievance. A written statement indicating the disposition of the grievance shall be
9 furnished the aggrieved. The decision of the Board shall be final and binding as rendered in this step.
10

11 Step V, Class A only from this point on:
12

13 If no settlement is reached in Step III and the grievance falls within the terms of the Class A definition,
14 then the grievant may, in writing, within ten (10) days thereafter, request that the matter be submitted to
15 an arbiter for prompt hearing as hereafter provided in 5.1 - 5.4 inclusive:
16

17 5.1 (a) Written notice of a request for arbitration shall be made to the superintendent within ten
18 (10) days of receipt of the decision in Step III.
19

20 (b) The issue must involve the interpretation or application of a specific provision of this
21 Agreement.
22

23 5.2 When a timely request has been made for arbitration, the parties may agree to select an
24 impartial arbiter to hear and decide the particular case. If this process is acceptable, the
25 arbiter shall be mutually selected within five (5) days after submission of the written
26 request for arbitration. If it is not possible within this time frame or if selection as
27 contained herein is not mutually acceptable, the provisions of 5.3 shall apply.
28

29 5.3 In the event an arbiter is not agreed upon as provided in 5.2, the parties shall jointly request
30 the American Arbitration Service to submit a panel of seven (7) arbiters. Such request shall
31 state the general nature of the case and ask the nominees be qualified to handle the type of
32 case involved. When notification of the names of the seven (7) arbiters is received, the
33 parties in turn shall have the right to delete a name from the panel until only one (1) name
34 remains. The remaining person shall be the arbiter. The right to delete the first name from
35 the panel shall be determined by lot. The process shall be completed within five (5) days of
36 receipt of the list.
37

38 5.4 Arbitration proceedings shall be in accordance with the following:
39

40 (a) The arbiter shall hear and accept pertinent evidence submitted by both parties and
41 shall be empowered to request such data as the arbiter deems pertinent to the
42 grievance and shall render a decision in writing to both parties within twenty (20)
43 days (unless mutually extended) of the completion of the hearings.
44

45 (b) The arbiter shall be authorized to rule and issue a decision in writing on the issue
46 presented for arbitration, which decision shall be final and binding on both parties.
47

48 (c) The arbiter shall rule on the basis of information presented in the hearing and on
49 the basis of the arguments and contentions of the parties as set forth in any pre and
50 post hearing briefs, and shall refuse to receive any evidence after the hearing except
51 by mutual agreement.

- 1
2 (d) Each party on the proceedings may call such witnesses as may be necessary in the
3 order in which their testimony is to be heard. Such testimony shall be pertinent to
4 the matters set forth in the written statement of grievance. The arguments of the
5 parties may be supported by oral comment and rebuttal. Such arguments of the
6 parties, whether oral or written, shall be pertinent to and directed at the matters set
7 forth in the grievance.
8
9 (e) Each party shall pay any compensation and expenses relating to its own witnesses
10 or representatives.
11
12 (f) The costs for the services of the arbiter, if any, including per diem expenses, his/her
13 travel and subsistence expenses, and the cost of any hearing room, will be borne by
14 the losing party to the arbitration. All other costs will be borne by the party
15 incurring them.
16
17 (g) The total costs of the stenographic record, if requested, will be paid by the party
18 requesting it. If the other party also requests a copy, that party will pay one-half of
19 the stenographic costs.
20

21 5.5 All decisions arrived at under the provisions of this Step V Class A only by the
22 representatives of the District and the Association or the arbiter shall be final and binding
23 upon both parties, provided, however, in arriving at such decisions, neither of the parties
24 nor the arbiter shall have the authority to alter this Agreement in whole or in part.
25

26 5.6 Personnel Files: All documents, communications and records dealing with the processing
27 of a grievance shall be filed separately from the personnel file of the participants.
28

29 5.7 Exclusion of certain matters: Matters for which another method of review is required by
30 law and/or exempted by the terms of this Agreement shall be excluded from this grievance
31 procedure.
32

33 ARTICLE VI. NEGOTIATIONS PROCEDURES

34 A. OBJECTIVES

35 The Board and Association agree that the negotiations process is dependent on mutual understanding and
36 cooperation and therefore requires a free and open exchange of views in deliberations. Both parties agree
37 to meet at reasonable times and places and to negotiate in good faith effort to reach agreement.
38
39

40 B. REPRESENTATION

41 Members of the Board or their designated representatives and representatives named by the Association
42 shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any
43 control over the other's selection of its representatives except that no member of the unit shall be used as a
44 negotiator for the Board. Consultants may be called upon by either party and utilized in the negotiation of
45 any matter being considered by the negotiation teams.
46
47

48 C. SUBJECTS OF NEGOTIATIONS

49 The negotiations teams shall consider subjects for negotiations pursuant to RCW 41.59.
50
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

D. DIRECTING REQUESTS

Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Superintendent or designee and the Board. Requests from the Board shall be made in writing directly to the President of the Association. The meetings shall be established at a mutually agreeable time and place.

E. EXCHANGE OF INFORMATION

The Board agrees to furnish the Association all information so as to meet all public disclosure requirements needed for developing intelligent, feasible and constructive proposals on behalf of the employee.

F. AGREEMENT

When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents. Three (3) copies shall be signed for the purpose of record: one (1) retained by the Board; one (1) by the Association; and one (1) by the Superintendent.

G. SCHOOL CALENDAR

The parties recognize that the calendar is a mandatory subject of bargaining. In recognition of this fact, the Association will appoint its representative to a calendar committee consisting of one representative from each bargaining unit, one representative from the non-represented employees, and one parent representative appointed from among the Presidents of the Parent Teacher Association. The committee will develop calendar options to be voted on by all employees. The Committee will recommend to the School Board the calendar that receives the most votes. Should the Board fail to adopt the calendar that receives the most votes from all employees, contract negotiations will be opened, limited to this section.

ARTICLE VII. DURATION

This Agreement between the Board and Association shall be in full force and effect from September 1, 2010 to August 31, 2011.

1
2
3
4
5

Appendix A

Certificated Salary Schedule 2010-2011

2010-11 School Year
180 Work Days

	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 PhD
00	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
01	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
02	34,943	35,884	36,859	37,933	41,020	43,004	41,731	44,818	46,802
03	35,393	36,343	37,329	38,437	41,518	43,549	42,164	45,243	47,276
04	35,834	36,826	37,818	38,964	42,064	44,110	42,618	45,718	47,765
05	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
06	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
07	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
08	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
09		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10			43,635	45,247	48,524	50,913	48,724	52,003	54,390
11				46,772	50,121	52,557	50,249	53,599	56,034
12				48,249	51,761	54,269	51,835	55,238	57,748
13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16 or more					57,693	60,535	57,731	61,447	64,174

Placement on the BA 135 column is only available to staff who accumulated 135 credits prior to January 1, 1992.

6
7
8
9
10
11
12
13
14
15
16
17

1 **Appendix B- Evaluation and Observation Forms**

2
3 Form 1- Employee Performance Evaluation: Additional Comment Sheet

4
5 **Anacortes School District 103**
6 **Employee Performance Evaluation: Additional Comment Sheet**
7

8
9 Name of Employee:

10 Assignment:

11 Department or School:

12 Evaluation Period:

13
14 Additional Comments:
15
16
17
18
19
20

21 _____
22 Signature Title Date

23
24 Employee's signature below indicated receipt of this evaluation report. Employee's signature does not,
25 however, imply agreement with its contents.
26
27
28

29 _____
30 Signature of Employee Date
31
32
33

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

Appendix B- Evaluation and Observation Forms
Form 2- Classroom Support Personnel Evaluation

Classroom Support Personnel Evaluation

Name of Employee: _____ Evaluation Type: 90 day
Position: _____ Annual
School: _____ Other

- 3 Satisfactory
- 2 Needs Improvement
- 1 Unsatisfactory

	1	2	3
Knowledge and Scholarship in Special Field			
Specialized Skills			
Management of Special/Technical Environment			
Support Person as "Professional"			
Involvement in Assisting Pupils, Parents and Educational Personnel			

Evaluators Summary Statement

The Evaluator will make a summary statement regarding each employee's overall performance. Comments relating directly to evaluate criteria and/or observation records are required for all Unsatisfactory (1) marks and for all Needs Improvement (2) marks.

I find this Employee's performance to be: _____ Satisfactory
_____ Unsatisfactory
_____ Needs Improvement

Signature of Evaluator _____ Date _____

Employee's signature below indicates receipt of this evaluation report. Employee's signature does not, however, imply agreement with the content of this evaluation report.

Signature of _____
Employee _____ Date _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Appendix B- Evaluation and Observation Forms

Form 5 – Post Observation Conference

Post Observation Conference

Observer:
Teacher:
Date of Conference:

Did the teacher accomplish what he/she had planned?

What would you do differently, if anything?

Impressions of observer:

Gradebook: Up to date? Organized?

Attendance: Teacher takes? Problems noted? Problems fixed?

Classroom Management: Good variety of activities? Pacing? Involvement of all students?

Curriculum Planning/EALRs:

Keeping students in class and on-task until the bell:

Evidence of lesson planning? Lesson Plan books, etc.

Other?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Appendix B- Evaluation and Observation Forms
Form 6- Pre Observation Conference

Pre Observation Conference

Observer:
Teacher:
Class to be observed:
Period:
Date:
Time:

What will be taught?

How does this lesson fit into a unit plan, and into the course generally?

What methods will be used to teach this material?

What classroom management techniques are used to keep all students on task, all of the time?

How does this lesson connect with the District approved subject area curriculum with related benchmarks, EALRs and Washington State Learning Goals?

What does the teacher want the observer to look toward improvement?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Appendix B- Evaluation and Observation Forms

Form 7- Professional Growth Option Plan

Professional Growth Option Plan

Name:
School year:

- 1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions
- 2. What is the plan of action for achieving my goals?
- 3. How can my supervisor help me to achieve my goals?
- 4. Who will be involved in working with me to achieve my goals?
- 5. How will I measure my success in achieving my goals?

WAC392-191-080 stipulates that one or more of the following sources of information are to be used in developing the professional growth plan: 1) peer review and evaluation 2) input by parents 3) input by students 4) personal and/or professional goals 5) school district goals 6) building goals 7) self-assessment 8) personal academic records and 9) school district evaluations

Supervisor: _____ Teacher: _____

Date: _____

Summary of progress toward goal attainment:

Supervisor: _____ Teacher: _____

Date: _____

1 **Appendix B- Evaluation and Observation Forms**

2 Form 8- Short Form Classroom Support Personnel

3

4 **Short Form Classroom Support Personnel**

5

6

7 Employee Name

8 School Assignment

9 FTE level

10 Date

11 Performance Observation Date(s)/ Time(s)

12

13 Summary:

14

15

16

17

18

19

20

21 Criteria- Classroom Support Personnel

22

23 Addressed criteria

24 Knowledge and Scholarship in Special Field

25 Specialized Skills

26 Management of Special/Technical Environment

27 Support Person as "Professional"

28 Involvement in Assisting Pupils, Parents and Educational Personnel

29

30

31

32

33

34

35

36 This verifies participation in the Professional Growth Option

37

38

39 In my judgment, based on the adopted criteria, the overall performance of the employee named above has
40 been satisfactory during this evaluation period.

41

42

43 Evaluator: _____ Date: _____

44

45

46 Employee: _____ Date: _____

47

48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Appendix B- Evaluation and Observation Forms
Form 9 – Short Form Classroom Teacher

Short Form Classroom Teacher

Employee Name
School Assignment
Teaching Assignment
FTE level
Date
Performance Observation Date(s)/ Time(s)

Summary:

Criteria: Classroom Teacher

- Addressed Criteria
- Instructional Skills
- Interest in Teaching Pupils
- Knowledge of Subject Matter
- Classroom Management
- Student Discipline
- Professional Preparation and Scholarship
- Effort toward Improvement

This verifies participation in the Professional Growth Option

In my judgment, based on the adopted criteria, the overall performance of the employee named above has been satisfactory during this evaluation period.

Evaluator: _____ Date: _____

Employee: _____ Date: _____

1 **Appendix B- Evaluation and Observation Forms**
2 Form 10- Classroom Teacher and/or Support Person Personnel Performance Observation Form
3
4 **Classroom Teacher and/or Support Person Personnel Performance Observation Form**
5

6
7 Name of Employee:
8 Assignment:
9 School:
10 Observation Date:
11 Time begun:
12 Time ended:
13 Date of Conferences:
14 Pre-observation (if any):
15 Post observation:

16
17
18 Observations:
19
20
21
22
23
24
25
26
27
28

29 Conclusions Drawn:
30
31
32
33
34
35
36
37

38 Signature of Evaluator _____ Date _____

39
40 Employee's signature below indicates receipt of this evaluation report. Employee's signature does not,
41 however, imply agreement with the content of this evaluation report.

42
43 Signature of Employee _____ Date _____
44
45

Appendix B- Evaluation and Observation Forms
 Form 11- Classroom Support Personnel Evaluation

Anacortes School District

CLASSROOM SUPPORT PERSONNEL EVALUATION

Name of Employee _____ Position _____ School _____

Evaluation Period _____ **to** _____

- 3 Satisfactory
- 2 Needs Improvement
- 1 Unsatisfactory

	1	2	3
--	---	---	---

Knowledge and Scholarship in Special Field:		
Specialized Skills		
Management of Special/Technical Environment		
Support Person as "Professional"		
<i>Involvement in Assisting Pupils, Parents</i>		
and Educational Personnel		

EVALUATOR'S SUMMARY STATEMENT---

The evaluator will make a summary statement regarding each employee's overall performance. Comments relating directly to evaluative criteria and/or observation records are required for all Unsatisfactory (1) marks and for all Needs Improvement (2) marks.

1 **Appendix C**

2 **Anacortes School District**

3
4 **2010-2011**

5
6 **SUPPLEMENTAL HOURS STIPEND VERIFICATION**

7
8 **NAME OF CERTIFICATED EMPLOYEE:**

9
10 *In order to meet audit requirements for verification of additional responsibilities performed for the*
11 *additional compensation paid, please indicate by signature below that you have performed the additional*
12 *duties for which you have been offered/paid compensation as noted. You are required to document your*
13 *hours and activities and be able to produce your documentation if requested.*

14 **Supplemental Hours Stipend**

15
16 **I CERTIFY THAT I COMPLETED HOURS AND DUTIES IN ACCORDANCE**
17 **WITH MY SUPPLEMENTAL CONTRACT FOR THE SUPPLEMENTAL HOURS**
18 **STIPEND. THESE DUTIES INCLUDE, BUT ARE NOT LIMITED TO:**

-
- 19
 - 20 • **OPENING AND CLOSING OF SCHOOL**
 - 21 • **EXTENDED STAFF MEETINGS**
 - 22 • **STUDENT PROGRESS REPORTS**
 - 23 • **OPEN HOUSE**
 - 24 • **ORDERLY CHECK-IN AND CHECK-OUT PROCEDURES**
 - 25 • **STAFF DEVELOPMENT AND INSERVICE WORKSHOPS**
 - 26 • **SITE-BASED MANAGEMENT**
 - 27 • **ACTIVITIES THAT DIRECTLY SUPPORT THE STATE’S EDUCATIONAL**
 - 28 **REFORM EFFORTS, EALRS, AND DISTRICT STRATEGIC PLANNING**
 - 29 **GOALS**

30 **OTHER RELATED ACTIVITIES UNDER THE SUPERVISION OF THE**
31 **BUILDING PRINCIPAL/PROGRAM DIRECTOR**

32
33
34
35 **EMPLOYEE SIGNATURE**

DATE

36
37
38
39
40 **PRINCIPAL/PROGRAM DIRECTOR SIGNATURE**

DATE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38