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ANACORTES EDUCATION ASSOCIATION

AND

ANACORTES SCHOOL DISTRICT #103

CONTRACT AGREEMENT

SEPTEMBER 1, 2011 - AUGUST 31, 2013
Anacortes School Board Ratified _____

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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, 2011 through August 31, 2013.

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

Entered into this _____ day of _____, 2011.

FOR THE ANACORTES EDUCATION
ASSOCIATION

FOR THE ANACORTES SCHOOL
DISTRICT #103

Attested to:

Chris Borgen, Superintendent
and Secretary to the Board

COLLECTIVE BARGAINING AGREEMENT BETWEEN
 THE ANACORTES EDUCATION ASSOCIATION
 AND ANACORTES SCHOOL DISTRICT #103

SEPTEMBER 1, 2011 TO AUGUST 31, 2013

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

- 34
35 Article III, Section 4, Evaluation and Probationary Procedures
36 Article III, Section 7, Contracts, Supplemental Hours, Flexible Work Day and Payment
37 Article III, Section 8, Staff Reduction
38 Article III, Section 10, Insurance Benefits
39 Article III, Section 11, Leaves
40

41 Section 4. Execution of Contract

42
43 This Contract shall become effective when ratified by the Board and Association, and executed by
44 authorized representatives thereof.

45
46 Section 5. Contract Compliance

47
48 All individual employee contracts shall be subject to and consistent with the terms and conditions of this
49 Contract.

50
51 Section 6. Contract Administration

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

5
6 Section 7. Conformity to Law
7

8 If any provision of this Contract or any application of this Contract to any employee or groups of
9 employees covered hereby shall be found contrary to law, such provision or application shall have effect
10 only to the extent permitted by law, and all other provisions or applications of the Contract shall continue
11 in full force and effect.
12

13 Section 8. Distribution of Contract
14

15 Within a reasonable time (not to exceed sixty [60] days) following the ratification and signing this
16 Contract by the parties, the District shall provide a digital (PDF) copy of the entire contract for each
17 represented employee and provide a copy of the summary of revisions for each continuing employee. The
18 district shall also post this Contract on the District web-site.
19

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. Sample Supplemental Hours Documentation Form
- 29

30 **ARTICLE II. BUSINESS**
31

32 Section 1. Association Security
33

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

46 Section 2. Payroll Deductions
47

48 The Association shall have the exclusive right of automatic payroll deduction of membership dues and
49 fees for employees. Upon proper written payroll authorization from an employee, the District shall
50 deduct from the wages of that employee monthly Association dues and shall forward that sum to the
51 Association or its designee. The Association shall provide to the District payroll office no later than

1 September 15 of each year a list of employees authorized for the automatic payroll deduction of
2 Association membership dues. Upon revocation of membership by an Association member, the
3 Association shall submit notice of such revocation to the District payroll office to terminate the automatic
4 dues deduction. The Association agrees to hold the Board harmless from all financial claims against it for
5 or on account of any payroll deduction of membership dues and fees.
6

7 Section 3. Tax Shelter Annuities or Other Deductions
8

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

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

20 The Association agrees to hold the Board harmless from all financial claims against it for or on account of
21 any payroll deduction when the Board is acting within the scope or direction of the payroll authorization.
22

23 Section 4. Management Rights

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

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

- 38 1. Manage the District and direct the working forces, including the determination of
39 employee qualifications, the right to hire and to suspend, discipline or discharge
40 employees for just cause, and to otherwise maintain an orderly, effective and efficient
41 operation.
- 42 2. Transfer employees from one school, department, and/or classification to another.
- 43 3. Lay off or relieve employees from duty because of shortages of funds or decline in
44 enrollment.
- 45 4. Promote and/or transfer employees to positions and classifications not covered by this
46 agreement.
- 47 5. Determine the work to be done and the standards to be met by the employees covered by
48 this agreement.
- 49 6. Determine whether and to what extent work shall be performed by employees.
- 50 7. Develop and control the budget.
- 51 8. Control District property

1
2 Section 5. Association Rights
3

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

17
18 In addition, Association agents have no expectation of privacy in their use of the District systems.
19 All e-mails and attachments drafted, sent, or stored on the District system are District records and
20 are subject to monitoring, review, and printing by the District system administrator without
21 limitation and without notice. The Association acknowledges that such conduct is not unlawful
22 employer surveillance or interference, and it hereby waives any actual or potential claim that
23 District monitoring, review, printing, or other access to Association communications that utilize
24 District systems constitutes an unfair labor practice under RCW 4.159.
25

26 The Association shall indemnify and hold the District harmless for all claims, causes of action, or
27 damages arising from the use of the District services including bulletin boards, teacher mailboxes,
28 voice-mail and e-mail by employees or non-employee Association agents for Association
29 business. The Association and the District jointly assume the responsibility to notify Association
30 members of Public Disclosure Commission requirements and for training them to follow these
31 rules in the use of District communication systems.

- 32
33 4. The Association shall have the same access to District records as any citizen under RCW 42.17.
34
35 5. The Association shall be furnished, upon written request of the grievant, such information as is
36 necessary for the processing of any grievance at the grievant's cost.
37
38 6. The Association and its representatives shall have the right to meet and confer with all
39 certificated District employees after contacting the appropriate District administrator. Prior to
40 said meeting, the Association will assure proper identification to the administrator of any person
41 present at the meeting who is not represented by the Association. Such contact shall be limited to
42 outside the contracted school day.
43 7. Representatives duly authorized by the Association to participate in negotiations, conferences, or
44 meetings with representatives of the District shall suffer no loss of pay when the District
45 schedules the same during the working day. The negotiations, conferences or meetings will be
46 scheduled at mutually agreed to times and places.
47
48 8. The administration shall make available to the Association, upon written request, a list of new
49 employees covered by this contract. This request shall not take precedence over other work being
50 performed by central office staff.

1
2 **ARTICLE III. PERSONNEL**
3

4 Section 1. Employee Rights- Teacher Protection
5

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

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

19 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may
20 have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but
21 are in addition to those provided elsewhere.
22

23 RIGHT TO JOIN AND SUPPORT ASSOCIATION: Employees shall have the right to self organization,
24 to form, join, or assist employee organizations, to bargain collectively through representatives of their
25 own choosing, and shall also have the right to refrain from any or all of such activities.
26

27 TEACHER PROTECTION: No employee shall be disciplined without cause. Other than informal verbal
28 warnings, information forming the basis of the reprimand will be in writing.
29

30 The District agrees to follow a policy of progressive discipline unless the severity or nature of the
31 employee behavior warrants more serious and immediate actions. The progressive steps shall normally
32 be as follows: 1) Oral reprimand; 2) Written reprimand; 3) Suspension; 4) Discharge.
33

34 An employee has the right to have a representative from the Association and/or counsel present when
35 formally being reprimanded, or disciplined (suspended or discharged). An employee attending a meeting
36 during which he/she reasonably believes discipline may result has the right to request representation.
37 When such a request is made the employer will either grant the request or discontinue the meeting.
38

39 Any discipline shall be subject to the grievance procedure hereinafter set forth except that non renewal or
40 discharge shall be handled in accordance with statutory procedures.
41

42 When an administrator calls a meeting with an employee at which meeting the administrator has
43 determined that any of the above forms of discipline will be imposed, the administrator will inform the
44 employee of his/her right to representation.
45

46 Section 2. Professional Freedom
47

48 Employees shall be guaranteed professional freedom in classroom presentations and discussions and may
49 introduce politically, religiously, or otherwise controversial material provided this is done on an
50 informative basis only in conformity with school district policy directives. When such an issue is

1 discussed, it is the responsibility of the teacher to encourage equal discussion on all sides of the issue.
2 Teachers should guard against giving their personal opinions or views on controversial issues before and
3 during the period of research and study, thus encouraging the student to search after truth and to think for
4 themselves. Teachers who operate within these regulations shall have the full support of the Board and
5 administration.
6

7 No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis
8 which would allow a person to be able to listen to or record the procedures in any class without the prior
9 knowledge of the employees involved.
10

11 Section 3. Personnel Files

12

13 Employees shall, upon request, have the right to inspect the contents of their personnel file during regular
14 administrative center business hours in the presence of a District representative. Copies of any document
15 in the file will be supplied to the employee upon request at their expense. A file for processed grievances
16 shall be maintained separately from the personnel file.
17

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

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

31 Section 4. Evaluation and Probationary Procedures

32

33 The Association agrees to participate in the SB 6696 Evaluation Pilot Phase-in of a new evaluation
34 system (TPEP).
35

36 Any continuing staff member who received an "unsatisfactory" in any area, or an over-all "needs
37 improvement" on his/her 2010-2011 annual evaluation, will be evaluated on the criteria and
38 procedures contained in the 2010-2011 Agreement.
39

40 During the course of the pilot, in the event that an evaluator determines that an employee
41 demonstrates unsatisfactory performance on any of the original seven (7) Washington State
42 Criteria, said employee will be placed on the evaluation criteria and procedures from the 2010-
43 2011 Agreement.
44

45 All certificated members who are not classroom teachers (as defined in SB6696) will be
46 evaluated on the 2010-2011 criteria.
47

48 During this pilot period, all teachers who are not exempted above will receive a "Satisfactory" evaluation
49 and will participate in the testing of the evaluation tool.
50
51

1 The evaluation process will be revisited at the conclusion of the 2011-2012 school year and a
2 determination will be made as to whether the process will be extended.

3
4 I. GENERAL

5
6 Certificated classroom teachers and certificated support personnel (CSP) shall be evaluated in accordance
7 with procedures and criteria set forth herein. The primary purpose for evaluation is to increase the
8 opportunities for learning through the improvement of instructional performance. Evaluation should be a
9 positive, developmental, and continuous process. The procedures herein shall be directed toward
10 improved learning conditions for students, assisting teachers in a self improvement, and assessment of
11 employee performance.

12
13 II. EVALUATOR'S PRIMARY RESPONSIBILITIES

- 14
15 A. Principals shall meet with all teachers/CSPs new to the District to review and discuss the
16 evaluation system in order to develop mutual understanding of the evaluation system,
17 process, procedure and purpose.
18
19 B. Within each school, the principal shall be responsible for the evaluation of teachers/CSPs
20 assigned to that school. However, a teacher/CSP assigned to more than one school shall be
21 evaluated by an administrator assigned to that task provided such teacher/CSP is notified in
22 advance of the administrator so assigned.
23
24 C. Principals may designate other administrators to assist in the evaluation process provided
25 that person is not from the bargaining unit.
26
27 D. The building principal or his/her designee will be responsible for evaluating special
28 education staff.
29
30 E. Itinerant personnel, by the nature of their job assignment, work under the supervision of
31 different building principals. In order to promote good personnel management and
32 continuity of evaluation, the district will assign one principal as the itinerant personnel's
33 supervisor and evaluator. The designated principal will be responsible for the itinerant
34 personnel's formal evaluation. However, other administrators may assist in the evaluation
35 provided that any observations used are documented in accordance with the procedures as
36 outlined in IV.A, 5-7.
37

38 III. INFORMAL OBSERVATIONS

39
40 In addition to the formal observations above, informal observations (of less than thirty (30)
41 minutes in duration), or a series of observations (two or more observations occurring within any
42 ten (10) working days) may be utilized by the evaluator at his/her discretion provided the
43 observation is of sufficient length to allow the evaluator to adequately assess the situation being
44 observed and the evaluatee receives a copy of the record compiled (evaluation report form) by the
45 evaluator. These evaluations may be individual or in a series. Informal observations shall not be
46 utilized as the primary evidence in any non-renewal proceedings unless in exceptional cases.
47

48 IV. CRITERIA/FREQUENCY

49
50 The evaluative criteria contained herein shall constitute the basis upon which employees are
51 evaluated. Evaluations required or permitted herein shall be documented on the evaluation report

1 form appropriate to the teacher/CSP's position. Report forms are attached here to as Appendix B.
2 Evaluation reports will be completed at least once each year.
3

4 V. AN EVALUATION SYSTEM
5

6 Incorporating four separate processes (Long, Short, Professional Growth, Remediation) shall
7 include the opportunity for each teacher/CSP to have a minimum of two confidential conferences
8 during each school year, the sole purpose of which shall be to provide additional information to
9 aid the evaluator in evaluating the teacher/CSP and with providing direction, assistance,
10 guidance, encouragement, etc., to the employee. Such conference may be either following receipt
11 of written evaluation results or at a time mutually satisfactory to the participants.
12

13 A. SUMMATIVE LONG FORM PROCESS, designed to determine that a teacher/CSP is
14 meeting minimum established performance criteria, shall be used for all teachers/CSPs:

- 15 1. during their first four years in the district;
- 16 2. teachers/CSPs with less than four continuous years of satisfactory evaluations;
- 17 3. all teachers/CSPs at least once every three years;
- 18 4. all teachers within the Remediation Process.
19

20 LONG FORM PROCEDURES:
21

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

- 7. Evaluation reports from the Summative Long Form Process will rate the teacher's/CSP's performance as *Satisfactory*, *Needs Improvement*, or *Unsatisfactory*. Specific deficiencies and remediation suggestions shall be cited with ratings of *Needs Improvement* or *Unsatisfactory*.
- 8. When an employee receives a *Needs Improvement* evaluation summary, the employee will be placed in the Remediation Process.
- 9. For provisional employees, an *Unsatisfactory* evaluation summary shall be sufficient cause for nonrenewal of employment for provisional employees via RCW 28A.405.220 procedures.
- 10. For continuing employees, an *Unsatisfactory* evaluation summary will result in the use of probation procedures described in RCW 28A.405.100 to effect improvement to the satisfaction of the evaluator or establish probable cause for nonrenewal via RCW 28A.405.300 and 28A.405.210 procedures. Remediation Process procedures shall be used when an unsatisfactory evaluation summary report is dated after February 1.

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

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

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

- a. a thirty minute observation during the school year with a written summary
- OR
- b. a final annual written evaluation based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observation being prepared.

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

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

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

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

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

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

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

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

PROFESSIONAL GROWTH PROCEDURES:

- 1. In the Professional Growth Option teachers/CSPs and supervisors cooperatively establish goals and monitor the progress being made toward those goals. The teacher/CSP may request that an observation include an opinion on rate and/or level of progress. Goals shall be consistent with building and District goals, be designed to promote an individual's professional growth and to improve instruction.
- 2. Recommended number of employees entering the Professional Growth Option in any one school year should not exceed one-third of a building staff. (Note evaluators may need selection criteria in order to respect the recommendation.)

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3. Summative Short Form evaluation procedures shall be used in the Professional Growth Option and will be adapted to accommodate cooperatively planned Professional Growth activities.
4. If a teacher changes building location, the Summative Long Form process shall be followed for that school year.
5. Each year teachers/CSPs eligible for the Professional Growth Process will be given the opportunity of notifying their evaluator if they wish to pursue this option and commit to attend a meeting regarding Professional Growth Process (goal setting, communication, the improvement of instruction, etc.). This will allow individuals to plan their Professional Growth Process program and participate in summer activities where applicable.
6. During September and October participants and supervisors shall meet to thoroughly discuss the potential goals and cooperatively complete the planning worksheet. Teachers should have in mind the goals, the areas to be investigated, alternatives for support, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goals. During this meeting, the supervisor shall act as an advisor in order to clarify and refine the goals and the other aspects of the process, collegial sharing, input from parents/students/colleagues, practical goal setting and self assessment, and relationship to building/District goal focus will be considered.
7. Throughout the year, the teacher and supervisor shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any need for assistance.
8. Prior to June 1, a final meeting shall be held to analyze data and review the success of the goals. At this meeting the Growth Option Verification shall be compiled collaboratively on the short form evaluation report and submitted to the District personnel file.
9. Information from the Professional Growth Option cycle may not pass to the summative evaluation cycle nor the personnel file.

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

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

- annual goals
- notes from meetings
- data gathering methods
- data, if applicable

1 At the end of each year, the teacher will retain the file and data. A copy of the P.G.O.
2 Plan, if any, will be provided to the primary evaluator upon request.
3

4 10. At all times during the Professional Growth Option, collaborative interaction, based on
5 trust and confidence is encouraged.
6

7 11. Employees who have been involuntarily transferred for 2009-2010 will be placed on a
8 Professional Growth Option for a minimum of one year. After that, the District retains
9 the right to remove said employee from the PGO and place employee on the
10 Summative Long Form evaluation process.
11

12 D. REMEDIATION PROCESS will be used when a Summative Long Form evaluation report
13 ranks a teacher's/CSP's performance as *Needs Improvement*, during any time of the year or
14 *Unsatisfactory* after February 1.
15

16 1. Remediation Process focus shall be assisting the employee to develop and implement a
17 plan for improving performance to a satisfactory level. A mutually agreeable plan is
18 desirable. Failing such, the primary evaluator shall be responsible for determining the
19 plan.
20

21 2. Teachers/CSPs will remain in this track until they receive a satisfactory evaluation report
22 or insignificant improvement results in an unsatisfactory evaluation report and
23 consequent recommendation for probation.
24

25 VI. PROBATION

26
27 A. SUPERVISOR'S REPORT. In the event that a principal or his designee determines on
28 the basis of the evaluation criteria that the performance of an employee under his or her
29 supervision is unsatisfactory, the supervisor shall report the same in writing to the
30 Superintendent on or before January 20. The report shall include the following:
31

32 1. Evaluation of performance to date.
33

34 2. A recommended specific and reasonable program designed to assist the employee in
35 improving his or her performance.
36

37 3. A copy of said report shall be submitted to the employee. If the employee disagrees with
38 or questions any results of the evaluation procedures or disagrees with any statement
39 contained in the above report, that employee may, within five (5) days after delivery of
40 the formal evaluation report, deliver a detailed statement concerning the points of
41 disagreement to the Superintendent for inclusion in the employee's personnel file.
42

43 B. ESTABLISHMENT OF PROBATIONARY PERIOD. If the Superintendent concurs
44 with the supervisor's judgment that the performance of the employee is unsatisfactory, the
45 Superintendent may place the employee in a probationary status beginning on or before
46 February 1 and ending no later than May 1. On or before February 1, the employee shall
47 be given written notice of the action of the Superintendent, which notice shall contain the
48 following information:
49

50 1. Specific areas of performance deficiencies.

51 2. A suggested specific and reasonable program for improvement.

- 1 3. A statement indicating the duration of the probationary period and that the purpose of
2 the probationary period is to give the employee the opportunity to demonstrate
3 improvement in his or her area or areas of deficiency.
4

5 C. EVALUATION DURING THE PROBATIONARY PERIOD
6

- 7 1. At or about the time of the delivery of a probationary letter, the principal or his/her
8 designee shall hold a personal conference with the probationary employee to discuss
9 performance deficiencies and the remedial measures to be taken. At said conference,
10 the employee may elect to have present a representative of the Association.
11
12 2. During the probationary period, the principal or his/her designee shall meet with the
13 probationary employee at least twice monthly to supervise and make a written
14 evaluation of the progress, if any, made by the employee. A copy of the same shall
15 be provided to the employee.
16
17 3. The probationary employee may be removed from probation at any time if he or she
18 has demonstrated improvement to the satisfaction of the principal or other supervisor
19 in those areas specifically detailed in his or her notice of probation.
20

21 D. SUPERVISOR'S POST-PROBATION REPORT. Unless the probationary employee has
22 previously been removed from probation, the principal or his designee shall submit a
23 written report to the Superintendent at the end of the probationary period, which report
24 shall identify whether the performance of the probationary employee has improved and
25 which shall set forth one of the following recommendations for further action:
26

- 27 1. That the employee has demonstrated sufficient improvement in the stated areas of
28 deficiency to justify the removal of the probationary status; or
29
30 2. That the employee has demonstrated sufficient improvement in the stated areas of
31 deficiency to justify the removal of the probationary status if accompanied by a letter
32 identifying areas where further improvement is required; or
33
34 3. That the employee has not demonstrated sufficient improvement in the stated areas of
35 deficiency and action should be taken to non-renew the employment contract of the
36 employee.
37

38 E. ACTION BY THE SUPERINTENDENT. Following a review of the supervisor's post-
39 probation report, the Superintendent shall determine which of the alternative courses of
40 action is proper and shall take appropriate action to implement such determination.
41

42 VII. APPLICABILITY TO GRIEVANCE PROCEDURE

43 The provisions of Article V, Grievance Procedure, shall be applicable to evaluation only as it
44 relates to procedural issues provided that no grievance proceeding shall limit the authority of the
45 school district to proceed with probationary and/or non-renewal action pursuant to the procedures
46 established by state law.
47

48 Section 5. Employee Protection
49

50 The Board agrees to provide insurance which shall save employees harmless and defend them from any
51 financial loss to the limits described below, including reasonable attorney's fees for actions arising out

1 of any claim, demand, suit, or judgment by reason of any negligent act or failure to act by such
2 employee, within or without the school building, provided such employee at the time of the act or
3 omission complained of, was acting in good faith within the scope of his employment or under the
4 direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or
5 failure to act. The Anacortes School District will provide its employees the following insurance with
6 regard to the above matters:

- 7
- 8 A. Personal injury liability in the amount of \$250,000 per individual and \$500,000 per
9 occurrence.
 - 10
 - 11 B. Personal property damage liability in the amount of \$500,000.
 - 12
 - 13 C. Replacement of any clothing or other personal property damaged, destroyed or stolen while
14 engaged in the maintenance of order, discipline and protection of school personnel, students or
15 property during the course of their employment up to the amount of \$1,000, with \$10
16 deductible.
 - 17

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

19

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

24

25 In the determination of assignments, transfers, and involuntary transfers the convenience and work of the
26 employee shall be considered to the extent that these considerations do not conflict with the educational
27 program.

28

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

31

32 6.1 Assignment: An assignment shall mean the placement of a current employee in a specific position in
33 a specific building. As determined by the administration, assignment(s) within a building may occur
34 prior to posting a vacancy. Transfers to an assignment in a different building, as determined by the
35 administration, may occur prior to posting a vacancy subject to 6.2 and 6.3.

36

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

43

44 6.2 Voluntary Transfer: A 'transfer' shall mean a change of assignment from one building to another to
45 fill a specific position or vacancy.

46

47 6.3 Involuntary Transfer: An 'involuntary transfer' shall mean a change of assignment from one
48 building to another to fill a specific position or vacancy when the employee does not agree to the
49 change of assignment.

50

1 6.3.1 In the event the District determines that circumstances require a transfer of staff to fill a
2 specific position and no qualified staff member voluntarily accepts the necessary transfer then
3 the Superintendent will determine that an involuntary transfer action needs to be
4 implemented. A pool of potential involuntary transferees shall be designated. Each potential
5 transferee shall be considered on the basis of information contained in his/her staff
6 development plan, his/her past performance, and any other pertinent factors.
7

8 6.3.2 In the event two or more potential transferees are deemed equally qualified by the District,
9 the least senior employee under consideration shall be involuntarily transferred. Each
10 involuntary transfer will be considered on its own merits and every attempt will be made to
11 minimize disruption to the instructional program. The Superintendent shall notify the person
12 to be involuntarily transferred in writing and shall stipulate the reasons for the transfer. Such
13 notification shall take place before the involuntary transfer is to be implemented. The
14 employee who is involuntarily transferred shall have the right to meet with the
15 Superintendent or designee.
16

17 6.3.3 Except in emergencies, at least ten (10) days written notice will be given to the person who is
18 to be involuntarily transferred. However, the involuntary transfer will be tentative until the
19 teacher has had the opportunity to appeal the decision through the grievance procedure. Such
20 appeal shall be limited to alleged procedural violations of this involuntary transfer policy.
21 Appeals on any aspect other than the procedure will be submitted to the District's Board of
22 Directors in accordance with Article 5, Section 1, Class B, Grievance.
23

24 6.3.4 Employees who have been involuntarily transferred who notify the District of their desire to
25 return will be transferred back to the last assignment held if or when that former assignment
26 becomes vacant. This consideration shall expire when the employee has worked the same
27 number of years as the former assignment from which they were transferred.
28

29 6.3.5 A person involuntarily transferred during the school year will be granted one (1) of the
30 options listed in Section 7, 'New Curriculum Responsibilities'.

31 6.4 Vacancy: A vacancy shall mean a position designated by the superintendent and/or board as open.

32 6.5 Vacancy Posting: To assure that the employees are given every consideration in filling vacancies
33 that occur within the District, the following procedure shall be used:

34 6.5.1 Vacancy postings shall be publicized to the staff and Association for a minimum of ten (10)
35 days before closing.
36

37 6.5.2 Vacancy postings will be made available to certificated staff by District email on the date
38 of posting and displayed in officially-designated locations in each of the District's
39 buildings.. The posting shall include at least the position and closing date.
40

41 6.5.3 Vacancy postings will be supported by a job description and any other special
42 qualifications required for the position, as well as procedures for applying.

43 6.5.4 Filing Vacant Positions
44

45 a. Current employees, with continuing contracts, who meet all reasonable qualifications for
46 a job posting, shall be fully considered prior to screening other applicants.
47

1 b. Should no qualified applicant be found among continuing employees, any former
2 employee who successfully completed a certificated contract of 90 days or longer with
3 the Anacortes School District, who received a satisfactory evaluation(s), and who
4 received a letter of recommendation from an Anacortes School District administrator,
5 will be placed in a job pool and fully considered for any open position for which the
6 employee is qualified, prior to screening outside applicants. If this person meets all
7 reasonable qualifications for an open job, then the central administration may offer them
8 the position. If two or more current or former employees are equally qualified for an
9 open position, then they will be interviewed and extra consideration will be given to the
10 person who has spent the greater amount of time employed as a certificated employee of
11 the district. Former employees shall remain in consideration for open jobs until they
12 accept a certificated contract with another school district, or until they notify the district
13 to have their name withdrawn.

14
15 c. Neither the Association nor a former employee has any right to challenge or allege a
16 violation, misapplication, or misinterpretation of sub-paragraph b. above pursuant to the
17 grievance procedure contained in this Contract.
18

19 6.5.5 An employee who has not been selected for a transfer to a vacant position shall have the right to
20 meet with the Superintendent or designee.
21

22 6.5.6 The district may offer a part time employee an FTE increase without posting the increased FTE.
23 If more than one part time employee is available in the building, the District shall post the FTE
24 increase as a vacancy.
25

26 Section 6.6. Job Share

27 Definition

28 Job Sharing is when two (2) applicants wish to take responsibility for all the functions of one (1) full-time
29 position.
30

31 Application Procedures

32
33 a. Two (2) current staff members who wish to be considered for a job share must make
34 application as a team, in writing, to the building principal/unit administrator. The
35 application must address all of the items needed to share the duties and responsibilities of
36 one (1) position.
37

38
39 b. External applicants or a current employee and external applicant who wish to be considered
40 for a job share may apply for an open position to the District personnel office following
41 standard District procedures. In addition to the normal application process, successful
42 applicants must submit a written plan as a team.
43

44
45 c. Job sharing other than described in a. and b. above may be authorized at the discretion of
46 the administration based on the best interests of the District.
47

48 d. It is expected that the job share partners will jointly develop an application that will have
49 given thorough consideration of all aspects of the position to be shared. Criteria for the

1 plan may be obtained from the District personnel office or from the Anacortes Education
2 Association.
3

4 **Administration Approval**

5

6 The administration must approve the job sharing proposal before it can be implemented. Normally there
7 will be no more than two (2) job share partners per building/campus; this number may be increased at the
8 discretion of the District. The District decision to approve or not approve a proposal will not be subject to
9 the grievance procedure.
10

11 **Financial and Contractual Arrangements**

12

- 13
- 14 A. Continuing contract staff members holding job sharing assignments shall be granted the appropriate
15 annual fractional leave during the period of job sharing.
16
 - 17 B. Job share participants will qualify for salary advancement; experience credit, sick leave, inservice per
18 diem opportunities, and other benefits as would any other part-time certificated employee, except: the
19 staff development incentive stipend will be granted per position and shared by job share partners.
20
 - 21 C. It is recommended that job share applicants check the Teachers' Retirement System rules prior to
22 making a decision regarding job sharing. Eligibility and service credit requirements differ for part-
23 time employees and may result in partial or no service credit.
24
 - 25 D. Should a job share participant resign or take a leave of absence prior to or during the school year, the
26 job share situation will be handled as follows:
27
 - 28 1. Offer full-time employment to the remaining job share person;
 - 29 2. Seek a comparable replacement, with remaining partner working full-time until a replacement
30 is found; or
 - 31 3. If the remaining partner is unable to assume the full-time responsibility until a replacement is
32 found, a substitute will be identified to work until a replacement is found.
33
 - 34 E. It is expected that job share partners will substitute for one another when feasible. This can be
35 handled by:
36
 - 37 1. Specifying the number of days, or partial days, each person will work and adjusting work
38 days to accommodate substituting;
 - 39 2. If a job share partner is going to be on an extended leave (over twenty consecutive days), the
40 remaining partner will substitute at per diem; or
 - 41 3. When a job share partner is absent periodically, the remaining partner will substitute at the
42 represented substitute rate of pay.
43
 - 44 F. One job share partner may transfer to another building in order to job share. However, job share
45 positions are not eligible under the voluntary transfer section of the collective bargaining agreement.
46
 - 47 G. Continuing contract employees who want to job share must apply for a leave of absence for the job
48 share portion of his/her position. At the end of the job share assignment, the employees shall be
49 placed in the positions last held or in a comparable position.
50
51

1 Section 6.7 Job Trade

2
3 Employees who wish to trade positions for either a semester or a full year may submit a written plan to
4 the Superintendent. The written plan should contain a statement of qualifications as well as the reasons
5 for the proposed trade. The Superintendent will inform the applicants of his/her decision in a timely
6 fashion. The decision will not be subject to the grievance procedure.
7

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

9
10 Individual Employee’s Contract: Any individual contract between the District and an individual
11 employee shall be subject to and consistent with this contract.
12

13 Each year, a contract shall be emailed as a pdf attachment to the employee. One signed copy will be
14 returned to Human Resources for Board signature and placed in the employee personnel file. A copy of
15 the approved contract will be sent to the employee if requested.
16

17 Length of Contract: Effective with this contract the length of the regular employee contract shall be the
18 minimum amount of days required by State RCW 28A.150.220 (currently set at 180 days) plus the
19 amount of additional mandatory hours defined in Article III, Section 7.
20

21 Supplemental Hour: The following supplemental hours shall be provided at the per diem rate and will be
22 compensated only if actually worked by separate contract. No leave provisions shall be applicable to the
23 supplemental hours offered, except that employee leave provisions will apply to paragraph a. below.
24

25 Mandatory Hours:

- 26 a. Twenty-eight hours (4 days) Learning Improvement/Professional Development Days.
27 i. Seven hours of professional development will be flexibly scheduled during
28 the two week period prior to the first day of instruction.
29 ii. Fourteen (14) hours of professional development will be scheduled during the
30 school year.
31 iii. Seven hours (1 day) is contingent on legislative funding and, if funded, will be
32 flexibly scheduled during the instructional year. (There is currently no State
33 funding for Learning Improvement Days or for professional development for
34 2011-2012 or 2012-2013).
35

36 Should the Washington State Legislature fund learning improvement time, this funded time
37 may be use to satisfy the fourteen hours defined by those funds in the order of subparagraph i.
38 first and then subparagraph ii. above
39

40 b. Other Mandatory Time:

41
42 Five hours will be planned by the District and scheduled on the work day immediately before the
43 first student day.
44

45 Two hours will be performed at each site’s annual Open House.
46

47 For 2011-2012 and for 2012-2013, the total mandatory hours will be twenty-eight (28) hours) each year.
48

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

4 TRI Compensation

5 For 2011-2012, TRI compensation, in addition to mandatory time above, shall be based on TRI (Time,
6 Responsibility and Incentive) schedule. Said schedule base will be equivalent to 12.40% of the 2011-
7 2012 Salary Allocation Model base. For 2012-2013, TRI compensation, in addition to mandatory time
8 above, shall be based on TRI (Time, Responsibility and Incentive) schedule. Said schedule base will be
9 equivalent to 13.25% of the 2012-2013 Salary Allocation Model base.
10

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

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

24
25 Verification of responsibilities will be documented on a District form.
26

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

31 Fifty percent (50%) of the base of the Anacortes Certificated Salary Schedule as applied to the
32 additional compensation schedule will become null and void for the following year in the event of a
33 double levy failure. When a subsequent levy passes these hours will be restored during the term of this
34 contract.
35

36 An increase in the state-funded SAM (salary allocation model) up to 1.9% reduces proportionately the
37 District's obligation to fund TRI compensation. Additional state-funded time, e.g., LID, will not be
38 included in a calculation that reduces TRI pay.
39

40 **EARLY RELEASE DAYS**

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 conferences
44 (elementary), for the purpose of school record-keeping and progress reporting. The date(s) will
45 be determined by the District.
- 46 2. Early release the last day of school.
47
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 whether the process will be
12 extended.
13

14 **NEW CURRICULUM RESPONSIBILITIES – DISTRICT LEVEL**

15
16 New or different responsibilities as required by the District are defined as the following specific
17 assignment changes:
18

- 19 1) different level (2 grade level's discrepancy):
20 - K-3 (primary) - 7-8
21 - 4-6 (intermediate) - 9-12
22
- 23 2) new content area
24 -grades 7-12
25 -no training or experience within previous 7 years
26
- 27 3) District adoption, or significant change in curriculum, i.e., major philosophical shift or
28 significant changes in type of instructional materials or methods required
29

30 Teachers who assume new or different responsibilities as described above will be provided at
31 least one of the following:
32

- 33 1. One course in the new area for which the District pays tuition and textbook costs (cannot
34 be used with incentive stipend)
35
- 36 2. Three days (21 hours) per diem time for preparation of instructional materials. Release
37 days or additional time)
38
- 39 3. One professional in-state conference specifically related to new content area.
40
- 41 4. One inservice workshop in new content area.
42
- 43 5. Two days of release time for classroom observations in new content area.
44
- 45 6. Participation in a district-sponsored training workshop when available.
46
- 47 7. Other, as approved by the Principal and Superintendent.
48
49

1 PROFESSIONAL GROWTH: Each employee is eligible for one (1) day per school year of release time
2 for visiting other classrooms, programs, or attending conferences, workshops, seminars or committee
3 work for the purpose of professional improvement. The first day of release time when the district
4 provides a substitute to an employee for the purpose of professional or personal growth meets the District
5 obligation under this contract provision. Employees who desire to participate in this professional growth
6 program must seek prior approval from their building principal/supervisor. If the principal/supervisor
7 does not grant approval the employee may request that the superintendent or his/her designee review the
8 decision. The decision of the superintendent or his/her designee will be final and binding. If a
9 principal/supervisor desires an employee to participate in any activity that would use his/her professional
10 growth day, then the principal/supervisor must seek prior approval from the employee. Any employee
11 who has already used their professional growth day will not be discriminated against for any committee
12 work that may arise after his/her professional growth day has been used.
13

14 LENGTH OF WORK DAY:

15
16 Employees shall begin their work day with a block of at least thirty (30) minutes before the student's
17 school day begins and shall continue for a block of at least thirty (30) minutes after the student's day ends.
18 The total amount of minutes for these blocks of time shall be no less than sixty (60) minutes per work
19 day. Each week, no more than three of these blocks will be district directed time. The remaining blocks
20 will be designated as time for scheduled parent meetings. If no meetings are scheduled, these blocks of
21 time are intended to be teacher directed time. The work day for all employees shall be seven (7) hours,
22 except that the District shall have the right to adjust the employee work day if necessary to meet the
23 compliance requirements of the Basic Education Act. In addition, all certificated staff shall have a duty-
24 free lunch period of not less than thirty (30) continuous minutes. Though early release within a school day
25 is discouraged, in exceptional cases this procedure may be followed at staff request and with prior
26 approval of the principal.
27

28 The parties recognize the importance of parent conferences and that some parents may not be able to
29 attend during a normal work day. To accommodate these parents one of the days during fall conference,
30 and one in the spring, will be exchanged for a three-hour night conference. In exchange for the night
31 conferences there will be an early release day for all certificated staff on the Wednesday before
32 Thanksgiving and on the Friday before Memorial Day.
33

34 PROFESSIONAL LEARNING TIME

35
36 The district may adjust the length of work day to implement a Professional Learning Time
37 schedule. Under a P.L.T. schedule, employees shall begin their work day with a block of at least
38 twenty (20) minutes before the student's school day begins and shall continue for a block of at
39 least twenty (20) minutes after the student's day ends. The total amount of minutes for these
40 blocks of time shall be no less than fifty (50) minutes per work day. Each week, no more than
41 three of these blocks will be district directed time. The remaining blocks will be designated as
42 time for scheduled parent meetings. If no meetings are scheduled, these blocks of time are
43 intended to be teacher directed time.
44

- 45 – The 50 minutes per week accumulated by reducing the total daily blocked minutes from
46 sixty (60) to fifty (50) may be added to one of these blocks each week before or after the
47 student's day to create an extended block of Professional Learning Time that shall be no
48 less than eighty (80) minutes long. On the PLT day, the secondary plan time may be
49 adjusted to equal the length of the average class period, or 40 minutes, whichever is
50 greater

- 1 – This configuration of the length of the PLT work day:
- 2 – Must not lengthen the contract day
- 3 – Will include a PLT block which will be teacher directed during the month when grades
- 4 are due.
- 5 – The remaining PLT blocks will be split between district directed time and time
- 6 designated to individual teachers for preparation and enhancement of their instructional
- 7 program. On the weeks that the district controls the PLT, it will be considered one of
- 8 their 3 (three) blocks.
- 9 – Will insure that no seat time will be lost to students as a result of the change.
- 10 – Will not replace current allocated planning time

11
12 After PLT is scheduled for grading, Professional Learning Time (PLT) shall be scheduled such
13 that half of the PLT will be teacher directed and half of scheduled PLT will be District directed.

14
15 ASSEMBLIES

16
17 Up to four (4) times a year the District may schedule extended assemblies at the Middle School and at the
18 High School. On a day that an extended assembly occurs, the bell schedule will be changed so that
19 instructional periods will be approximately the same length of time.

20
21 FLEXIBLE WORK DAY

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

29
30 Though the start time for staff may vary, the work day shall be seven (7) hours. Participation is voluntary
31 and if an adjustment is needed after the restructuring of the work day, a change may be mutually agreed
32 upon.

33
34 STAFFINGS: When possible, as judged by the District, staffings will be held in the building from which
35 the referral was made.

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

47
48

1 RELEASE FROM CONTRACT: An employee under contract shall be released from the obligations of
2 the contract upon request under the following conditions:

- 3
- 4 A. A letter of resignation specifying the reason(s) for the resignation must be submitted to the
5 Superintendent's office.
 - 6
 - 7 B. A release from contract for an ensuing school year shall be granted provided a letter of
8 resignation is submitted prior to June 1.
 - 9
 - 10 C. A release from contract for an ensuing school year may be granted after June 1 provided a
11 satisfactory replacement as determined by the Superintendent can be obtained.
 - 12
 - 13 D. A release from contract may be granted in case of illness or other personal matters which make it
14 impossible for the employee to continue in the District.
 - 15

16 Section 8. Staff Reduction

17 8.1 Criteria

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

25 8.1.1 Definition of Certificate Endorsements

26
27
28 Certificated endorsements shall be determined by the District based upon the Revised Code of
29 Washington (State Law) and the Washington Administrative Code (WAC) State Regulations.

30 8.1.2 Definition of Qualifications

31
32
33 An employee shall be deemed qualified for a position if he/she holds the required certificate
34 endorsement.

35 8.1.3 Definition of Seniority

36
37
38 Seniority shall mean the number of years of Washington State experience held by a certificated
39 employee recognized by the State for salary funding purposes, rounding to the nearest tenth.

40 8.2 Timeline and Tie Breaker

41
42
43
44 By February 1 of each school year the Board will publish and distribute to all employees and the
45 Association a seniority list ranking each employee from greatest to least seniority. Any employee who
46 believes that his or her seniority is incorrect may file a Notice of Correction and provide documentation to
47 the Human resources office no later than February 15 for resolution. The final seniority list will be
48 published and distributed to all employees and the Association by March 1. Any employee who believes

1 that his or her seniority is incorrect may file a written grievance directly at Step 1 (Superintendent Level
2) and thereafter proceed to arbitration consistent with the Grievance Procedure.

3
4 In the event that more than one employee has the same seniority ranking, all employees so affected will
5 be ranked in accordance with the total seniority as certificated employees in the District from greatest to
6 least.

7
8 In the event that more than one employee has the same seniority ranking after applying the above
9 provision, preference shall be given to the employee who has at that time the greater number of quarter
10 equivalents of college credits beyond the BA degree as evidenced by college transcripts the employee has
11 placed on file as of September 1 of the school year in which seniority ranking is determined.

12
13 In the event that more than one individual employee has the same seniority ranking after applying the
14 above provisions, all employees so affected shall participate in a coin toss, to determine position on the
15 seniority list. The Association and all employees so affected shall be notified in writing of the date, place
16 and time of the coin toss. The coin toss shall be conducted openly and at a time and place which will
17 allow affected employees and the Association to be in attendance.

18 19 8.3 LEAVE OF ABSENCE

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

28 29 RECALL PROCEDURE

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

37
38 A laid-off employee shall be considered to have employment status with the District for the purpose
39 herein defined for two (2) years immediately following August 31 of the year the employee is laid off.
40 Such employment status may be extended upon employee request at the discretion of the Board.

41
42 In the event that additional vacancies or new positions become available in the District, the Board shall
43 first recall all employees who have been laid off in accordance with these provisions before employing
44 additional persons to fill such positions, so long as the qualification requirements (per 8.1 of this section)
45 are met. Employees with the greatest seniority and necessary qualifications as provide herein shall be
46 recalled to available positions first.

47
48 The Board shall give written notice of recall from layoff by sending a registered or certified letter to said
49 employee at his/her last known address. The employee's address as it appears on the Board's records

1 shall be conclusive when used in connection layoff, recall, or other notice to the employee. It shall be the
2 responsibility of the employee to notify the Board of any change in address. Failure to accept an offered
3 position within fourteen (14) calendar days from the date of such offer shall terminate all of the
4 employee's employment rights with the District. It is understood that the layoff and recall provisions set
5 forth herein shall not apply to any "provisional employee" as such employees are defined in Chapter 114
6 of the 1975-76 Laws of Washington.

7
8 **Section 9. Salaries and Stipends**
9

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

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

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

22
23 Salary Calculation: The District agrees to pass through to certificated employees state funded salary
24 increases or decreases during the term of the Agreement through the following calculation:

- 25
26 a) Experience increments will be granted based upon proper placement of the District Salary
27 Schedule (Appendix A).
28
29 b) Education increments will be granted by October 1 of each year, retroactive to September
30 1 of each year, based upon proper placement on the District salary schedule.
31

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

35
36 Persons placed on the re-hire list; temporary employees contracted for more than thirty-one days; and
37 retirees within the immediate past two (2) school years are exempt from the thirty-one day rule and will
38 be compensated at the daily rate of 75% of the State base per diem for each day of substitute work.
39

40 Represented substitutes who have been employed twenty-one (21) consecutive days or more in one
41 assignment shall be paid at a per diem rate based upon their appropriate position on the salary schedule,
42 effective on the 21st day of employment in one assignment.
43

44 Leave replacement employees are those hired to replace regular employees whom the Board has granted a
45 specific leave. Leave replacement employees will be placed at their appropriate position on the salary
46 schedule effective the first day of assigned leave replacement and then will be subject to all terms and

1 conditions of this agreement, except that non-continuing contracts issued for less than forty-five (45)
2 working days will not be eligible for insurance benefits.

3 EXPERIENCE CREDITS
4

- 5 1. Degrees, credits and experience will determine placement on the teachers' salary
6 schedule.
7
- 8 2. Full experience for previous teaching, whether in or out of the state, will be counted in
9 placing new teachers on the salary schedule.
10
- 11 3.1 Credit for experience shall be allowed on the same basis as the state accepts experience
12 on the statewide salary schedule. Substitute teaching shall not be counted for experience
13 on the salary schedule.
14
- 15 3.2 College teaching will be counted as teaching experience only when the teaching was
16 performed under regular contract. Credit for one (1) year's experience will be granted for
17 three hundred and sixty (360) hours of active instruction during any twelve (12) month
18 period.
19
- 20 4. Credit for experience shall be given for active military, Peace Corps, or Vista service
21 which interrupts teaching up to a maximum of three (3) years.
22

23 EDUCATIONAL CREDITS
24

25 Certificated personnel successfully completing courses that are approved by the Office of Superintendent
26 of Public Instruction for placement on the state salary schedule (state allocation model/leap schedule) will
27 receive approval for placement on the salary schedule for courses completed prior to September 1 of the
28 contract year and documented by official transcript no later than December 1 of the contract year.
29

30 100 level courses that are accepted by the State for placement on the State allocation model will be
31 approved for placement on the salary schedule.
32

33 Transcripts are required for verification of credits earned. It is the employee's responsibility to provide
34 the District administrative office with the information and documentation required for salary schedule
35 advancement.
36

37 Employees will be granted credit for placement on the salary schedule for the current contract year
38 provided the employee submits transcripts or other proof of credits earned to the District administration
39 office prior to October 1, or the last working day of September if October 1 is a non-working day, with an
40 official transcript required not later than December 1. However, if the employee does not provide the
41 District with an official college transcript by December 1 of the current contract year, the employee will
42 not receive the incremental increase for the contract year. Exceptions shall be granted if the cause for
43 additional delay is solely the responsibility of the college or university provided the employee has
44 requested an official transcript by October 1st of the new school year
45

46 The District will accept clock hour and inservice credits for placement on the District salary schedule that
47 are acceptable for placement by O.S.P.I.
48
49

1 EXTENDED CONTRACTS:

2
3 Extended contracts shall be granted on the following basis:

4
5 Secondary counselors - maximum 70 hours (10 days) before/after the regular contracted year for
6 the purposes of academic advisement, student scheduling, and other necessary parent/student
7 contacts.

8
9 Elementary Learning Behavioral Specialists - maximum 35 hours (5 days) before/after the regular
10 contracted year for purposes of required individual student assessments.

11
12 K-12 Librarians - maximum of 35 hours (5 days) for purposes of opening/closing operations
13 which are required outside the regular school year. The scheduling of this time will be mutually
14 agreed to between the librarian and the building principal.

15
16 Vocational home economics teachers shall be reimbursed for a maximum additional number of hours for
17 home visitations and state conferences, as determined by allowing one and one-half 1-1/2) hours per
18 vocational student per year. Certificated employees providing the extra services shall be reimbursed at
19 their respective annual contracted hourly rates.

20 Extended contracts will be calculated as supplemental contracts for compliance purposes.

21
22 CURRICULUM DEVELOPMENT PAY: When, in the judgment of the Anacortes School District, a
23 curriculum development pay program is needed, the following conditions shall prevail: The program to
24 be developed, the number of hours to be reimbursed, and the individual staff member(s) participating
25 must have the prior approval of the District. Remuneration may be provided upon approval by the
26 District for hours worked on non-contracted days, on holidays, vacation, weekends, and after completion
27 of required responsibilities on contracted days. Reimbursement shall be at each teacher's respective
28 annual contracted hourly rate.

29
30 TRAVEL REIMBURSEMENT - ravel reimbursement will be consistent with current Board policy but no
31 less than the following amounts for meals

- 32
33 \$9 for breakfast
34 \$12 for lunch
35 \$18 for dinner

36
37 The following kinds of trips will be reimbursed upon request and approval

- 38
39 A. The non-contracted state professional meeting days set aside each year;
40 B. Professional meetings requested by an employee (clinics, music, conferences, etc.)
41 C. Meetings and visitations undertaken at the direction of the Superintendent or designee on
42 behalf of the District;
43 D. In-District travel.
44

45 Section 10. Insurance Benefits:

46
47 The District shall provide flow through state funded insurance amounts per FTE toward payment of
48 premiums of approved district group insurance programs for all employees and their eligible dependents

1 who elect to participate. Payments shall apply toward life, dental, vision, medical, and other group
2 insurance programs as approved by the association and the Board. Annual enrollment for all employee
3 group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of
4 newly employed employees shall begin with their employment and shall be completed within the time
5 specified by the insuring company. The District will provide payment for insurance premiums for
6 certificated employees on the basis of their FTE employment.

7
8 In addition to the state funded insurance amount, the District shall pay one-hundred percent (100%) of the
9 amount per month per FTE employee for the retiree subsidy owed to the State Health Care Authority.

10
11 The District shall provide payment for insurance premium payments of the following approved District
12 group insurance programs.

13
14 A. Life Insurance: The District shall pay the monthly premium per certificated employee for a
15 \$100,000 Group Term Life and AD&D Insurance plan.

16
17 B. Dental: The District shall pay the monthly premium for dental insurance for certificated
18 employees and their dependents with the orthodontia benefit added. This plan will be the
19 Washington Education Association endorsed plan.

20
21 C. Vision: The District shall pay the monthly premium for vision care for certificated employees
22 and their dependents. This plan will be Vision Care Plan II with Cosmetic Contacts by Blue
23 Cross of Washington and Alaska.

24
25 D. Medical: After payments have been made by the District for dental and vision premiums (above),
26 the total cost of dental and vision premiums shall be deducted from flow through state funded
27 insurance amounts plus the amount defined above per month in each contract year with the
28 difference applied to the WEA Medical/Life 365 Program for certificated employees and their
29 dependents.

30
31 E. Section 125 Plan: Effective January, 1991 the District will establish a section 125 for insurance
32 premiums for policies listed in this contract only. Plan administrative costs are to be paid by the
33 provider.

34
35 The District will explore the specific option of child care, and if it can be accomplished a plan
36 will be implemented as soon as possible.

37
38 F. Pooling per statutory intent: Adjustments in the allocation of pooled monies shall be made
39 annually and payments shall begin no later than May. Allocation of funds shall be designated by
40 the AEA in consultation with the District no later than January 15 of each school year.
41 Increased insurance contributions, if any, shall be provided to the extent of explicit authorization
42 and specific funding for so long as such improvement is provided by law in keeping with all
43 compliance requirements, and any adjustments affecting individuals covered by this Agreement
44 will be made as soon as feasible after information is available.

45
46 G. The District will pay the medical insurance premium for up to one (1) year for those employees
47 on approved medical leave who have exhausted their individual and shared sick leave. Any
48 medical insurance benefits arising from state or federal FMLA will be applied concurrently with
49 said approved medical leave.

50
51

1 H. VEBA III

2
3 A certificated employee retiring may have his/her sick leave buyout payments remitted directly to
4 a sick leave conversion program selected by the Association. Such program will provide
5 reimbursement of medical, dental and vision expenses, if the employee completes the enrollment
6 form and signs a hold harmless provision. Any retiring certificated employee participating in the
7 sick leave conversion program shall hold the District and the Association harmless should the IRS
8 find that the District or the employee is in debt to the United States government for not paying
9 income taxes due on any amounts or as a result of the District not withholding or deducting any
10 tax, assessment, or other payment on such funds as required by federal law. Neither the District
11 nor the Association makes any representations or warranties with respect to the tax consequences
12 of the program nor to the ability of the program sponsor or insurer to fulfill its obligations under
13 the program.

14
15 Any eligible certificated employee who does not wish to sign the hold harmless provision will not
16 be permitted to participate in the plan at any time during the term of this agreement, and any and
17 all excess sick leave which in the absence of this agreement would accrue to such employee
18 during the term hereof, shall be forfeited together with all cash conversion rights that pertain to
19 such excess sick leave.

20
21 Section 11. Leaves

22
23 SICK LEAVE:

24
25 The District agrees to provide twelve (12) days per year accumulative leave per employee to be used in
26 the event of the absence of an employee necessitated by the personal injury to or illness of the employee.
27 Said leave shall be granted with no deduction in salary. The use of sick leave, pursuant to the term
28 'emergency' in RCW 28A.58.099 shall be granted in the event of illness or injury of a member of the
29 employee's immediate family when the presence of the employee is required, as recommended by the
30 attending physician.

31
32 Leave days earned but unused during each calendar year may be accumulated year to year to a limit of
33 one hundred eighty (180) days, or may be compensated annually or at retirement or death so long as
34 prescribed and permitted by statute.

35
36 Accumulated sick leave shall be transferable into the District from any other school district in the state of
37 Washington.

38
39 An accounting of accumulated sick leave shall be provided to each employee at the June pay period.

40
41 Sick leave shall be applicable under the following provisions, in addition to definitions in the above
42 sections: (a) medical or dental appointments which require the attention of an out-of-town specialist, if
43 recommended by a physician or dentist; (b) medical or dental appointments necessitated by pain or the
44 need for immediate treatment; (c) physical examinations required by a physician in conjunction with a
45 current illness. The District reserves the right to verify that an appointment was not available on a non-
46 school day or that appointments were kept and to require a certificate of illness by a physician of the
47 District's choice at the District's expense.

1 MATERNITY LEAVE:

2
3 An employee who becomes pregnant must notify the administration no later than the end of the fourth
4 month of pregnancy. Maternity leave shall commence and terminate at the discretion of the employee
5 and her personal physician. Provided, however, that if the District can establish sufficient evidence
6 indicating that the employee exhibits excessive absences and/or mental or physical strain which limit her
7 ability to perform her duties under District contract, the District may require that maternity leave for that
8 individual commence at the most appropriate time, and the Superintendent shall make that determination.
9 The employee shall submit a letter requesting maternity leave which shall include a statement as to the
10 expected date of return to employment, as well as the date of commencement. Such letter shall be filed
11 with the District no later than two (2) weeks prior to commencement of the leave. Every effort shall be
12 made on the part of the certificated employee to live up to the terms of the letter.
13

14 Within thirty (30) calendar days after childbirth, the employee shall meet with the Superintendent and
15 agree upon a specific date for return to work. Disagreements as to return date shall be submitted to the
16 Secretary of the Human Rights Commission and a mutually agreed upon M.D.
17 Employees on maternity leave shall be granted their accumulated leave under the provisions of the
18 District's sick leave policy. Employees returning from maternity leave shall be placed in their former
19 position or a similar position in the District. (WAC 162-30-020.)
20

21 ADOPTION LEAVE:

- 22
- 23 a. Ninety (90) days non-paid leave shall be granted an employee who adopts a pre-school child and
24 requests such leave. The leave request shall be directed to the Superintendent or his designee.
25 This ninety days would apply to one parent only if both parents are District employees.
26 Additionally, the parent(s) may use sick leave to care for an adopted child who has a diagnosed
27 medical or health condition.
28
 - 29 b. One (1) day of leave with pay shall be granted which shall be the day the adoptive parent appears
30 in court to execute the legal adoption agreement; additionally, one (1) day leave with pay shall be
31 granted to the parent(s) which shall be the first day home with the child.
32
 - 33 c. The District shall be notified when adoption proceedings have begun and the leave shall begin at
34 a natural break in the school year or a mutually agreed upon date.
35
 - 36 d. At the discretion of the District, adoption leave may extend up to one semester beyond the initial
37 ninety (90) day leave for one parent. The exact date of the employee's return will be determined
38 in consultation with the Superintendent and the employee's immediate supervisor.
39
 - 40 e. In the event adoptive parents are both employees of the District, only one adoptive parent shall be
41 entitled to adoption leave except as noted above.
42
 - 43 f. Experience credit will not be given for leave time in excess of one (1) semester.
44

45 BEREAVEMENT LEAVE:

46 The District agrees to provide with no deduction in salary, up to five (5) days per year per employee in
47 the event of death or serious illness in the family of the employee. "Family" may include a significant
48 other living in the same household or close personal friend. This leave shall be non-accumulative from
49 year to year. Two (2) additional working days may be granted by the Superintendent or designee for
50 travel greater than two-hundred and fifty (250) miles.
51

1 'Serious illness' shall be interpreted as any illness of an emergency nature in which death is imminent or
2 in which the condition has been described as critical by a physician. 'Family' shall be interpreted as
3 father, mother, brother, sister, children, spouse, aunt, uncle, grandparents, step-relatives, and in-laws of
4 the same degree of relationship. 'Close friend' shall be determined applicable by the Superintendent as a
5 result of a conference between the Superintendent and the employee.
6

7 EMERGENCY LEAVE:

8 The District agrees to provide, with no deduction in salary, up to two (2) days per employee per year,
9 non-accumulative, for absences of an employee for emergencies as specified below:
10

- 11 A. Any illness or injury to a member of the employee's family.
- 12 B. Any act over which one has no control or which results in serious personal loss, such as fire,
13 natural catastrophe.
- 14 C. Any accident without personal injury (i.e., auto accident, accident in public conveyance).
- 15 D. Any mandatory court appearance which is not the result of an illegal act on behalf of the
16 employee.
- 17 E. Legal and business commitments which cannot be foreseen which demand immediate action and
18 cannot be transacted during non-school hours and for which the employee will not be deriving
19 immediate material gain.
- 20 F. Honors and awards to spouse or child which have been approved in advance by the
21 Superintendent (i.e., college graduation, state tournaments, college musical or drama presentation,
22 professional awards).
23
24
25
26
27
28

29 Additional emergency leave days may be granted above the total amount in this section after review by
30 the superintendent/designee.
31

32 CIVIC LEAVE:

33 The District may provide up to two (2) days per year per employee in addition to sick leave for staff
34 service as a member of a civic organization, for attendance at conventions, or for vital business, upon the
35 written application of the employee and the approval of the Superintendent.
36

37 JURY DUTY:

38 In the event an employee is selected to serve on a jury, the District agrees to provide jury leave at regular
39 pay with a deduction for jury pay for a period not to exceed fourteen (14) work days.
40

41 PROFESSIONAL LEAVE:

42 Professional leaves may, at the Board's discretion, be granted for one quarter, one semester, or one year to
43 those employees who have served the District a minimum of five (5) years. An employee who has had a
44 professional leave can become eligible for another professional leave after serving an additional five (5)
45 years in the District. To qualify for professional leave, an employee must be eligible following the leave
46 for at least three (3) years of service before reaching compulsory retirement age.
47

48 An employee on professional leave shall receive all employee benefits he would have received if he had
49 remained on active duty and fifty percent (50%) of his regular salary. An employee receiving salary
50 while on professional leave shall not engage in teaching or other remunerative occupations during such

1 period. This does not prevent an employee from furthering his education on a teaching scholarship or
2 fellowship.
3

4 Employees granted professional leaves shall agree to return to regular service in the District upon the
5 expiration of their leaves for a period of at least one (1) year. If an employee does not return to regular
6 service with the District at the expiration of the leave, all salary paid during the leave shall become due
7 and payable to the District. If an employee should die or become permanently disabled while on
8 professional leave, no repayment of salary paid while on leave shall be required.
9

10 Any employee desiring professional leave must submit a written request to the Superintendent prior to
11 March 15 of the school year prior to the year for which professional leave is desired. The request shall
12 specify the reasons for which leave is requested and give specific plans and endeavors. No more than two
13 percent (2%) of all employees may be granted professional leave during any school year.
14

15 An employee returning from professional leave shall be given the same consideration for returning to the
16 position of his last assignment as if he had been on active duty. It shall be assumed that the employee
17 wishes to return to the position of his last assignment unless he notifies the Superintendent by February
18 15 prior to the expiration of his leave. If reassignment is necessary, procedures outlined in this contract
19 shall be applicable.
20

21 MILITARY LEAVE:

22 Every employee who is a member of the armed services, including the National Guard and the Reserves,
23 shall be entitled to a maximum of fifteen (15) days military leave per calendar year without loss of pay or
24 accumulated sick leave, if ordered to duty by the military (RCW 38.40.060).
25

26 ASSOCIATION LEAVE:

27 A maximum of thirty-one (31) days of leave per year for Association business will be granted provided
28 that in no case shall any individual member be released for more than ten (10) days in any school year.
29 Notification of the leave shall be submitted by the Association President in writing to the Principal no less
30 than three (3) days before the leave is to take effect. The Association President and the employee shall be
31 informed of the arrangements made for the leave. The Association will compensate the District by the
32 amount equal to the cost of the substitute within a month of when the leave was taken.
33

34 LEAVES OF ABSENCE:

35 Each request for whatever reason will be considered on its own merits. A request for and reassignment
36 from a leave for reasons of health shall be accompanied by a verifying statement from an M.D.
37 Application for leave of absence shall be made in writing before March 15 of the year preceding the
38 school year or years for which the leave is requested. Requests shall be made to the Superintendent and
39 he shall communicate such requests to the members of the Board within ten (10) days following receipt of
40 the leave request with his recommendations for their final decision. The Board will act upon said requests
41 within forty (40) days or at the next regular Board meeting, whichever occurs first. All approvals and
42 denials will be in writing.
43

44 Requests for leaves of absence due to extended illness shall be verified by a physician. The employee
45 receiving such leave will retain contracted status at no salary through the completion of the contracted
46 year and may continue to receive the benefits of the shared health insurance program for a maximum of
47 six (6) months.
48

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

1
2 If leave is denied or recommended to be denied by the Superintendent, the person involved shall have and
3 shall be granted an opportunity to meet with the Board or a committee thereof to discuss such denial. All
4 leave approvals and denials will be in writing.

5
6 Compensation for leave of absence from the District will not be granted. If partial service is rendered to
7 the District during the year, compensation for this service will be arranged.

8
9 While on leave, the certificated member will maintain seniority in the District. There will be no loss of
10 accrued benefits or penalties assessed because the member was on leave of absence. Upon return from
11 leave, the employee will be placed at the salary schedule step that college training and teaching
12 experience indicate. There will be no experience increment for the year of leave of absence unless the
13 employee was engaged in full-time teaching as part of his scholarship or educational grant.

14
15 ANNUAL LEAVE:

16 Four (4) days leave accumulative to five (5) days), shall be granted an employee for personal, business,
17 legal, or religious reasons, provided, no more than ten (10%) percent, (the number to be rounded to the
18 next whole number, or a minimum of two (2) staff members per building) shall be granted such leave in
19 any one day. In addition, at least forty-eight (48) hours advance notice of request for such leave must be
20 given to the building principal/supervisor.

21
22 The Association agrees to indemnify and to hold the District harmless from all claims asserted and law
23 suits commenced due to any action taken by the District in strict compliance with this section.

24
25 Each year, accumulated annual leave (1-5 days) may be cashed out at a rate of \$135.00 per day or current
26 daily substitute rate, whichever is higher. Employees may retain up to 1 day to hold over for the
27 following year. This cash out will appear on the July or August paycheck.

28
29 LEAVE SHARING:

30
31 Employees may donate sick leave to another employee subject to the following:

32
33 The donating employee must have an accrued sick leave balance of more than twenty-two (22) days.

34
35 The donating employee may be allowed to grant up to six (6) days of leave during a twelve (12) month
36 period.

37
38 The donating employee cannot request a transfer which would result in his or her sick leave account
39 going below twenty-two (22) days.

40
41 To qualify for days under this provision a receiving employee must comply with the following
42 conditions:

43
44 i) he/she must suffer from, or have a relative or household member suffering from, an illness,
45 injury, impairment, or physical or mental condition which is of an extraordinary or severe nature
46 and which has caused, or is likely to cause, the employee to either go on leave without pay or to
47 terminate employment;

48
49 ii) the Superintendent/designee determines that the receiving employee's absence and the use of
50 the shared leave are justified;

1
2 iii) the receiving employee has depleted, or will shortly deplete, his/her sick leave and any other
3 paid leave as provided by this Collective Bargaining Agreement ; and

4
5 iv) the receiving employee has diligently pursued and been found to be ineligible for worker's
6 compensation benefits.

7
8 The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive
9 under this section. However, an employee shall not receive a total of more days than constitute his/her
10 regular work year.

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

12
13 Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the
14 District.

15
16 Section 12. Employee Facilities

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

- 18 A. Space in each classroom to store instructional materials and supplies.
19
20 B. A work area containing equipment and supplies to aid in the preparation of instructional
21 materials.
22
23 C. A furnished faculty lounge separate from any work area, equipped with a telephone line
24 and instrument, if possible.
25
26 D. A desk and chair and filing cabinet in each classroom.
27
28 E. A communication system, not necessarily electrical, between classrooms and the main
29 office.
30
31 F. Well lighted and clean restrooms, separate from student restrooms.
32
33 G. A separate dining area (e.g., teachers' lounge) apart from the student dining area.
34
35

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

42
43 Section 13. Professional Responsibilities

44
45 Teachers shall be responsible for complying with the provisions of all Board policies, following the
46 prescribed courses of study, enforcing the rules and regulations of the school district, and maintaining and
47 rendering the appropriate records and reports, provided that written copies have been issued to all
48 certificated employees. Teachers shall have the right, and it shall be their duty, to direct and control
49 within reasonable limits the studies of their pupils, taking into due consideration individual differences
50 among pupils, provided that all pupils shall receive instruction in such prescribed courses of study as are

1 required by law and regulations. Teachers shall be responsible for the evaluation of each pupil's
2 educational growth and development, and for making periodic reports to parents or guardians and to the
3 designated school administrator. Teachers shall be required to perform their duties in accordance with
4 WAC 180-44-010.

5
6 Section 14. Auxiliary Personnel
7

8 Definition: Auxiliary personnel are persons who assist in, but are not responsible for, instruction under
9 the supervision of a certificated staff person. Auxiliary personnel shall be responsible to the administrator
10 and employee or employees to whom they are assigned. Certificated employees shall be consulted prior
11 to the assignment of auxiliary personnel. Auxiliary personnel shall not be used to relieve certificated
12 employees (classroom teachers) of their teaching responsibilities.
13

14 Section 15. Student Teachers
15

16 Teachers requesting a student teacher shall make written application through their building principal. No
17 teacher shall be assigned a student teacher for more than two (2) quarters per year. Principals shall serve
18 as supervisors of all student teaching assignments in their buildings. Only those teachers who are willing
19 to accept student teachers will be given the assignment.
20

21 Section 16. After School Supervision
22

23 Teachers will not be required to supervise after school elementary music performances.
24

25 **ARTICLE IV. INSTRUCTION**
26

27 Section 1. Orientation of Staff
28

29 In the formal program provided by the District for the orientation of new employees, there shall be an
30 opportunity for participation by Association representatives. The names of all employees, their building,
31 grade, and subject assignments shall be provided to the Association as soon as possible each fall.
32

33 Section 2. Class Size/ Load Review Team
34

35 The following instructional load standards are established except for traditional large group instruction
36 classes, such as music, K-6 physical education, team teaching and special education programs for which
37 state standards are prescribed, and except when the District because of financial crisis (such as double
38 levy failure, 5% decline in state class size funding for a specific grade as defined by OSPI, will result in
39 an increase in the affected grade level by one student).
40

41 Combined classes will use the lowest grade level to determine the class standard.
42

43 CLASS SIZE
44

45 Elementary
46

47 Class sizes will be determined using whichever of the following options is smaller:
48

- 49 a. K-1 24
50 2-4 25

1 5-6 26

2
3 OR

- 4
5 b. State funding formula of teachers per students, rounded to the nearest student, then, add
6 one student for each plan time covered by a non-funded certificated staff.

7
8 Each year within the first 10 days of the school year, the District will calculate the class sizes at the
9 elementary level and forward the information to the Association

10
11 Secondary

12
13 7-12 29 average or 32 per class

14
15 Relief of Overloads

16
17 Should classes exceed the above numbers after the first five (5) student days of the school year at the
18 elementary schools or the first five (5) student days of each grading period at the secondary schools
19 (semester/trimester), the District will remedy these overloads with student transfer, addition of staff, new
20 class sections, etc. within ten working days. If such a remedy cannot be accomplished the District will
21 provide each affected teacher a salary adjustment of:

22
23 Elementary:

24		
25	1 st student over the maximum	\$10.00 per day
26	2 nd student over the maximum	\$10.00 per day
27	3 rd student over the maximum	\$15.00 per day
28	4 th student over the maximum	\$25.00 per day
29		

30 Middle/High Schools:

31
32 \$10.00 per day per student (or fraction thereof) over the average of 29, or per student over 32 in an
33 individual class, whichever is greater.

34
35 The above salary adjustments will be granted retroactive to the sixth (6th) day of the applicable term. It is
36 clearly understood that in the event class loads drop below the identified numbers above, the applicable
37 salary adjustment will cease.

38
39 Specialists for the elementary school, librarians, counselors, and other school personnel who do not
40 maintain a regular classroom shall not be counted in the teacher-pupil ratio determination.

41
42 Computation of Class Size: Class size is defined as the total of those students spending one-half or more
43 of their instructional time in an assigned classroom. This provision shall be subject to the Grievance
44 Procedure, Article V, only as a Class B Grievance. The decision of the Board of Directors shall be final
45 and binding.

46
47 Section 2. Class Size/Load Review Team:

- 48
49 2.1 An advisory process for the purpose of reviewing unusual classroom/support staff loads
50 shall be established.

1
2 2.2 The review team will review class size and teacher/support staff loads, to assure that the
3 assignment of special needs students including but not limited to bilingual, special
4 education and remediation students are not excessively assigned to one classroom
5 teacher/support staff. The focus will be to review concerns related to teacher/support
6 staff loads and to identify alternative solutions. The process is not an advocacy forum
7 nor an extension of the bargaining process, but a professional/collegial approach to
8 resolving staff concerns. The Review Team will strive to reach a consensus on solving
9 concerns brought to its attention and refer their solutions to the Superintendent.

10
11 2.3 Procedures for establishing teams: Individual classroom teachers or support staff who
12 want their student loads reviewed should contact their building principal first to resolve
13 their concern. If the concern is not solved, they, or their building principal may request,
14 in writing, that their concerns be reviewed. The request should contain the statement of
15 the concern and request(s) to remedy the concern. The written request shall be addressed
16 to the Superintendent and the AEA President, who should then review the request and
17 determine the need for further action. If necessary, they will each appoint up to three (3)
18 representatives to review the concern. Written recommendations from the Review Team
19 will be presented to the Superintendent within ten (10) working days.

20
21 2.4 The determination of a final solution, with supporting rationale, will be made by the
22 Superintendent and communicated to all relevant parties in writing within ten (10)
23 working days after the meeting in 2.5.3 above.

24
25 2.5 Special Education Caseloads:

26
27

K-12 Resource Room	35
Life skills or Pre-School	15 per class (example: 15 in a.m., 15 in p.m.)
OT/PT/SLP	60 IEP's
Psychologist	1,300

28
29
30
31

32 Should there be an overload, the District will post the appropriate FTE position (not less
33 than .25 FTE) to bring caseloads into compliance. The District may contract out SLP,
34 OT, PT and Psychologist work after posting without the result of a qualified candidate.

35
36 Each Special Education staff member shall be eligible for one (1) day of relief time from
37 students per semester for on-site work devoted to duties related to his/her assignment.

38
39 Section 3. Preparation Period

40
41 Preparation time shall be free from student supervision, parent visitation and duty imposed by an
42 administrator.

43
44 Grades 7-12 certificated staff who agree to teach under contract during prep time will be offered an
45 additional contract equivalent to .083 FTE per semester taught (formula based on 4-7 period instructional
46 day). If the certificated staff member is on authorized paid leave during the period of time covered by said
47 additional contract, there will be no reduction in the staff member's pay.

48
49 Elementary teachers shall have a minimum of 225 minutes of preparation time per week. Such time will
50 consist of at least five (5) forty-five (45) minute blocks per week during the student day.

1
2 Secondary: Semester Plan – one planning period of at least one full classroom instruction session in
3 length, but no less than 45 minutes.
4

5 Between April 15th and the end of the school year, at the written request of 10% of the secondary teaching
6 staff, and with the approval of the central administration, secondary teachers shall vote to forego the daily
7 planning period and replace it with the following option:
8

- 9 • Secondary teachers shall have a minimum of 225 minutes of preparation time per week. There
10 will be one preparation period in each schedule rotation of at least one full classroom
11 instructional session in length, but no less than 40 minutes. (A schedule rotation is defined as
12 such: Based on a typical student schedule, one rotation would be when the student has attended
13 each of their classes one time.)
14
- 15 • This language will sunset at the end of the following school year, and the minimum daily
16 planning period will be implemented, unless another vote occurs.
17

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

21 Only one vote may be taken each school year and will be determined by a simple majority of a single vote
22 per each participating, certificated, secondary, teaching staff member. Written notification of the results
23 of the vote will be provided to the Superintendent within one (1) work day of the vote.
24

25 Specialists: Program or subject area specialists will be provided the same number of 45-minute blocks
26 per week as other elementary teachers. Educational Staff Associates shall be provided with an average of
27 at least 45 minutes per day preparation time.
28

29 Section 4 Classroom Visitation

30
31 Per school board policy #4200.

32 Section 5. Student Discipline

33
34 The Board and administration shall support and uphold employees in their efforts to maintain discipline in
35 the District and as soon as possible shall give response to all employee requests regarding discipline
36 problems. Further, the authority of employees to use prudent disciplinary measures which are not
37 arbitrary nor capricious for the safety and well-being of students and employees, as provided in District
38 policies, is supported by the Board. In the exercise of authority by an employee to control and maintain
39 order and discipline, the employee may use reasonable and professional judgment concerning matters not
40 provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or
41 regulations.
42

43 The District agrees to conduct informational meeting(s) at the building level for certificated employees
44 concerning applicable federal, state, and local laws and district rules, regulations, and procedures
45 pertaining to student rights and the processing of student discipline. The meeting(s) shall be held prior to
46 September 30.
47
48

1 ARTICLE V. GRIEVANCE PROCEDURE

2
3 The purpose of this procedure is to provide a means for the orderly adjustment of grievances of District
4 employees covered under the terms of this Agreement.

5
6 Section 1. Definitions as used in this statement:

7
8 1. Grievances are of two classes:

9
10 Class A. A dispute by an employee or the Association President concerning the interpretation
11 or application of the terms of the Agreement. Grievance brought by the Association
12 President may move automatically to Step III.

13
14 Class B. A dispute by an employee that an existing District policy, regulation or rule has been
15 misinterpreted or misapplied.

16
17 2. 'Days' as used herein shall mean regular teacher contracted work days except that after the last
18 regular teacher contracted work day, days shall mean District business days.

19
20 3. Time Limits: Failure of the District to act in a timely manner in Steps I, II, III, IV will
21 automatically move the grievance to the next higher step for consideration. Failure of the
22 grievant to act in a timely manner will nullify the grievant's claim at any step level. Time limits
23 prescribed herein may be extended by mutual consent of the parties.

24
25 Section 2. Representation

26
27 The grievant may be represented by a representative of the Association and/or counsel provided that any
28 employee at any time may present his grievance to the employer and have such grievance adjusted
29 without the intervention of the exclusive bargaining representative, as long as such representative has
30 been given an opportunity to be present at that adjustment and to make his/her views known, and as long
31 as the adjustment is not inconsistent with the terms of this collective bargaining Agreement.

32
33 Section 3. Freedom from Reprisal

34
35 There shall be no reprisals by the School District or administrative personnel against any aggrieved party
36 or local Association representative for reason of his participation in the processing of a grievance in
37 accordance with the provisions of RCW 41.59.140.

38
39 Section 4. Assistance in Investigations

40
41 The District will supply the grievant, upon request, such information as is reasonably required for
42 investigation or processing of the specific alleged grievance.

43
44 Section 5. Release from Duty

45
46 If attendance at mutually scheduled meetings, hearings, or appeals relating to the grievance adjustment
47 process, whether as a grievant or witness, requires a certificated employee's (as covered by this
48 Agreement) absence from his duty assignment, he shall be released without loss of pay. The Association
49 shall reimburse the District for the cost of the substitute for the Association representative.

1 Section 6. Procedure

2
3 Step I, Class A & B:

4
5 An employee shall first present his/her grievance to his/her supervisor for settlement. Such presentation
6 shall be made within thirty (30) days following the occurrence of the event giving rise to the grievance or
7 first becoming known to the employee. The supervisor shall, within seven (7) days thereafter, provide to
8 the employee his/her answer to the grievance.
9

10 Step II, Class A & B:

11
12 If the grievance is not resolved to the grievant's satisfaction in accordance with the preceding sub-section,
13 the grievant has seven (7) days from the answer in Step I or seven (7) days from the time an answer
14 should have been provided in Step I, to move the grievance forward by submitting it in writing to the
15 grievant's supervisor. A statement of the grievance shall contain the following: (1) the facts on which the
16 grievance is based; (2) a reference to the specific provisions in this Agreement which have been allegedly
17 violated; (3) the remedy sought. The parties have ten (10) days from submission of the written statement
18 of grievance to resolve it through meeting(s). A written statement indicating a disposition of the
19 grievance shall be furnished to the aggrieved.
20

21 Step III, Class A & B:

22
23 If no settlement has been reached within the ten (10) days referred to in Step II, and the grievant believes
24 the grievance to be valid, the grievant shall submit a written statement of his/her grievance to the
25 District's Superintendent or his/her designee within fifteen (15) days of the written disposition in Step II,
26 or fifteen (15) days from the time such disposition should have been due. After such submission, the
27 parties will have fifteen (15) days to resolve the grievance through meetings. A written statement
28 indicating a disposition of the grievance shall be furnished the aggrieved.
29

30 Step IV, Class B Only:

31
32 If no settlement is reached in Step III, Class B, within a specified or agreed time limit and the grievant
33 believes the grievance to be valid, then a written statement of grievance shall be submitted within fifteen
34 (15) days to the District Board of Directors. After such submission, the parties will have thirty (30) days
35 to resolve the grievance. The Board of Directors reserves the right to summon the grievant for a hearing
36 to review the grievance. The grievant reserves the right to appear before the Board of Directors for a
37 hearing to review the grievance. A written statement indicating the disposition of the grievance shall be
38 furnished the aggrieved. The decision of the Board shall be final and binding as rendered in this step.
39

40 Step V, Class A only from this point on:

41
42 If no settlement is reached in Step III and the grievance falls within the terms of the Class A definition,
43 then the grievant may, in writing, within ten (10) days thereafter, request that the matter be submitted to
44 an arbiter for prompt hearing as hereafter provided in 5.1 - 5.4 inclusive:
45

46 5.1 (a) Written notice of a request for arbitration shall be made to the superintendent within ten
47 (10) days of receipt of the decision in Step III.

48
49 (b) The issue must involve the interpretation or application of a specific provision of this
50 Agreement.
51

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

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

- 5.4 Arbitration proceedings shall be in accordance with the following:
 - (a) The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearings.
 - (b) The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
 - (c) The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any pre and post hearing briefs, and shall refuse to receive any evidence after the hearing except by mutual agreement.
 - (d) Each party on the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.
 - (e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 - (f) The costs for the services of the arbiter, if any, including per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne by the losing party to the arbitration. All other costs will be borne by the party incurring them.
 - (g) The total costs of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

- 5.5 All decisions arrived at under the provisions of this Step V Class A only by the representatives of the District and the Association or the arbiter shall be final and binding

1 upon both parties, provided, however, in arriving at such decisions, neither of the parties
2 nor the arbiter shall have the authority to alter this Agreement in whole or in part.
3

4 5.6 Personnel Files: All documents, communications and records dealing with the processing
5 of a grievance shall be filed separately from the personnel file of the participants.
6

7 5.7 Exclusion of certain matters: Matters for which another method of review is required by
8 law and/or exempted by the terms of this Agreement shall be excluded from this grievance
9 procedure.
10

11 ARTICLE VI. NEGOTIATIONS PROCEDURES 12

13 A. OBJECTIVES 14

15 The Board and Association agree that the negotiations process is dependent on mutual understanding and
16 cooperation and therefore requires a free and open exchange of views in deliberations. Both parties agree
17 to meet at reasonable times and places and to negotiate in good faith effort to reach agreement.
18

19 B. REPRESENTATION 20

21 Members of the Board or their designated representatives and representatives named by the Association
22 shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any
23 control over the other's selection of its representatives except that no member of the unit shall be used as a
24 negotiator for the Board. Consultants may be called upon by either party and utilized in the negotiation of
25 any matter being considered by the negotiation teams.
26

27 C. SUBJECTS OF NEGOTIATIONS 28

29 The negotiations teams shall consider subjects for negotiations pursuant to RCW 41.59.
30

31 D. DIRECTING REQUESTS 32

33 Requests from the Association for meetings of the negotiating teams shall be made in writing directly to
34 the Superintendent or designee and the Board. Requests from the Board shall be made in writing directly
35 to the President of the Association. The meetings shall be established at a mutually agreeable time and
36 place.
37

38 E. EXCHANGE OF INFORMATION 39

40 The Board agrees to furnish the Association all information so as to meet all public disclosure
41 requirements needed for developing intelligent, feasible and constructive proposals on behalf of the
42 employee.
43

44 F. AGREEMENT 45

46 When agreement is reached, it shall then be made in writing and submitted for ratification to the Board
47 and to the Association. When approved by both parties, it shall be signed by their respective presidents.
48 Three (3) copies shall be signed for the purpose of record: one (1) retained by the Board; one (1) by the
49 Association; and one (1) by the Superintendent.
50
51

1 G. SCHOOL CALENDAR
2

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

10
11 ARTICLE VII. DURATION
12

13 This Agreement between the Board and Association shall be in full force and effect from September 1,
14 2011 to August 31, 2013.
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Letter of Understanding

Between

Anacortes Education Association

And

Anacortes School District

The Anacortes Education Association and the Anacortes School District agree that the District and the Association will form a committee comprised of four District appointed members and four Association appointed members. The Association members will include a certificated psychologist on a continuing contract, an OT/PT or SLP on a continuing contract, a K-12 resource room certificated teacher, and one person from the AEA negotiation team. This committee is tasked with reviewing the issue of special education case loads, taking into consideration special education staff, special education “best practices” and special education funding, and any other issues directly related to special education case loads. The first committee meeting will occur in October 2011 to establish agendas, tasks and a timeline. The committee will make recommendations on special education caseloads no later than March 15, 2012 to the District and the AEA negotiation teams.

_____/ _____
For the Association Date

_____/ _____
For the District Date

1 Appendix A

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3
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5

Certificated Salary Schedule 2011-2012

180 Work Days									
	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
									PhD
00	33,401	34,303	35,238	36,175	39,180	41,116	40,045	43,051	44,989
01	33,851	34,765	35,712	36,690	39,727	41,652	40,490	43,527	45,452
02	34,279	35,202	36,159	37,212	40,241	42,186	40,938	43,966	45,912
03	34,720	35,653	36,620	37,706	40,729	42,722	41,363	44,384	46,377
04	35,153	36,127	37,099	38,224	41,264	43,271	41,808	44,849	46,857
05	35,600	36,578	37,561	38,748	41,777	43,824	42,261	45,291	47,339
06	36,060	37,017	38,032	39,279	42,293	44,352	42,725	45,740	47,797
07	36,868	37,839	38,868	40,182	43,241	45,356	43,594	46,652	48,768
08	38,050	39,074	40,127	41,550	44,651	46,844	44,961	48,063	50,254
09		40,353	41,459	42,933	46,106	48,373	46,343	49,518	51,785
10			42,806	44,387	47,602	49,945	47,798	51,014	53,356
11				45,883	49,169	51,558	49,295	52,581	54,969
12				47,332	50,777	53,238	50,850	54,188	56,650
13					52,425	54,959	52,460	55,836	58,370
14					54,081	56,745	54,117	57,600	60,157
15					55,488	58,221	55,523	59,098	61,721
16 or more					56,597	59,385	56,634	60,279	62,955

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

2 Form 2- Classroom Support Personnel Evaluation

3

4 **Classroom Support Personnel Evaluation**

5

6 Name of Employee: Evaluation Type: 90 day
7 Position: Annual
8 School: Other

9

- 10 3 Satisfactory
- 11 2 Needs Improvement
- 12 1 Unsatisfactory

13

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	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			

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17 **Evaluators Summary Statement**

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

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

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31 Signature of Evaluator _____ Date _____

32

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

35

36 Signature of _____
37 Employee _____ Date _____

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Appendix B- Evaluation and Observation Forms
 Form 3- Classroom Teacher Performance Evaluation

Classroom Teacher Performance Evaluation

Name of Employee:
 Assignment:
 Department or School:
 Evaluation Period:

- 3 Satisfactory
- 2 Needs Improvement
- 1 Unsatisfactory

Instructional Skills	1	2	3
Planning			
Subject Matter Instruction			
Evaluation of Student Progress			
Interest in Teaching Pupils			
Knowledge of Subject Matter			
Classroom Management			
Handling Student Discipline			
Professional Preparation and Scholarship			
Effort toward Improvement When Needed			

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

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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 **Appendix B- Evaluation and Observation Forms**

2 Form 5 – Post Observation Conference

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Post Observation Conference

6

7 Observer:

8 Teacher:

9 Date of Conference:

10

11

12 Did the teacher accomplish what he/she had planned?

13

14

15 What would you do differently, if anything?

16

17

18 Impressions of observer:

19

20

21 Gradebook: Up to date? Organized?

22

23

24 Attendance: Teacher takes? Problems noted? Problems fixed?

25

26

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

28

29

30 Curriculum Planning/EALRs:

31

32

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

34

35

36 Evidence of lesson planning? Lesson Plan books, etc.

37

38

39 Other?

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

2 Form 6- Pre Observation Conference

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Pre Observation Conference

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7 Observer:

8 Teacher:

9 Class to be observed:

10 Period:

11 Date:

12 Time:

13

14

15 What will be taught?

16

17

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

19

20

21 What methods will be used to teach this material?

22

23

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

25

26

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

29

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

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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: _____

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Appendix B- Evaluation and Observation Forms
Form 8- Short Form Classroom Support Personnel

Short Form Classroom Support Personnel

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

Summary:

Criteria- Classroom Support Personnel

- Addressed criteria
- 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

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: _____

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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: _____

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Appendix B- Evaluation and Observation Forms

Form 10- Classroom Teacher and/or Support Person Personnel Performance Observation Form

Classroom Teacher and/or Support Person Personnel Performance Observation Form

- Name of Employee:
- Assignment:
- School:
- Observation Date:
- Time begun:
- Time ended:
- Date of Conferences:
- Pre-observation (if any):
- Post observation:

Observations:

Conclusions Drawn:

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 **Appendix B- Evaluation and Observation Forms**

2 Form 11- Classroom Support Personnel Evaluation

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Anacortes School District

10 CLASSROOM SUPPORT PERSONNEL EVALUATION

11
12

13 Name of Employee _____ Position _____ School _____

14
15

Evaluation Period _____ **to** _____

16
17

3 Satisfactory

18
19

2 Needs Improvement

1 Unsatisfactory

20
21

	1	2	3
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22
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24
25

Knowledge and Scholarship in Special Field:

26

Specialized Skills

27

Management of Special/Technical Environment

28

Support Person as "Professional"

29

Involvement in Assisting Pupils, Parents

30
31

and Educational Personnel

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33

EVALUATOR'S SUMMARY STATEMENT---

34
35

The evaluator will make a summary statement regarding each employee's overall performance.

36
37

Comments relating directly to evaluative criteria and/or observation records are required for all

38
39

Unsatisfactory (1) marks and for all Needs Improvement (2) marks.

40
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8/31: AMS Open House 7th grade
9/1: AMS Open House 8th grade

AUGUST 2011						
S	M	T	W	Th	F	S
	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			

SEPTEMBER 2011						
S	M	T	W	Th	F	S
				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	

9/1: All-staff BBQ
Certificated Professional Development Full Day
Para Ed Half Day – Exchange for Early Release 11/23
9/6: Para-Ed Regular Work Day
Certificated 5 hours
9/7: First Student Day Grades 1-12
9/7-9: Kindergarten Family Interviews
9/12: First Kindergarten Student Day

18 student days

10/3: NO SCHOOL Certificated Professional Development Day
CSY Non-Work Day
10/31: Early Release Certificated Professional Development

20 student days

OCTOBER 2011						
S	M	T	W	Th	F	S
						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					

NOVEMBER 2011						
S	M	T	W	Th	F	S
						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			

11/1-4: K-6 Early Release: Conferences
11/3: Elementary Evening Conference
11/4: Secondary End of Quarter
11/11: NO SCHOOL Veterans Day
11/21-22: 7-12 Early Release Secondary Conferences
11/22: AMS Evening Conferences
11/23: K-12 Early Release Trade for Evening Conferences
11/24-25: NO SCHOOL Thanksgiving Break

19 student days

12/19-January 2: NO SCHOOL Winter Break
12/5: Elementary End of Trimester

12 student days

DECEMBER 2011						
S	M	T	W	Th	F	S
				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

JANUARY 2012						
S	M	T	W	Th	F	S
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				

1/2: NO SCHOOL Winter Break
1/16: NO SCHOOL Martin Luther King Day
1/27: Secondary End of Semester
1/27: Secondary Early Release

20 student days

2/6: NO SCHOOL Certificated Professional Development Day
CSY Non-Work Day
2/17: NO SCHOOL February Break
2/20: NO SCHOOL President's Day

18 student days

FEBRUARY 2012						
S	M	T	W	Th	F	S
			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			

MARCH 2012						
S	M	T	W	Th	F	S
				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

3/16: K-12 Early Release Certificated Professional Development
3/20: Elementary End of Trimester
3/30: Secondary End of Quarter

22 student days

4/2-6: NO SCHOOL Spring Break
4/19-20: 7-12 Early Release Secondary Conferences
4/19: AHS Evening Conference

16 student days

APRIL 2012						
S	M	T	W	Th	F	S
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					

MAY 2012						
S	M	T	W	Th	F	S
		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		

5/25: NO SCHOOL SNOW DAY
5/28: NO SCHOOL Memorial Day

21 student days

Anacortes School District 103

2200 M Avenue
 Anacortes, WA 98221
 Phone: 360-293-1200/ Fax: 360-293-1222
<http://www.asd103.org>



No School



Early Release K-12



Early Release K-6



Early Release 7-12

CSY: Classified School Year Employee (para-ed, food service, bus drivers, admin assistants, nurses, TIA, library tech, etc.)

JUNE 2012						
S	M	T	W	Th	F	S
					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

6/15: AHS Graduation
 6/19: AMS Moving Up
 6/20: Last day of school

14 student days

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 2

