

**ANACORTES EDUCATION ASSOCIATION**

**AND**

**ANACORTES SCHOOL DISTRICT #103**

**CONTRACT AGREEMENT**



**ANACORTES**  
SCHOOL DISTRICT

*Passion. Purpose. Possibility.*

**SEPTEMBER 1, 2019- AUGUST 31, 2021**

Board approved: January 23, 2020



**TABLE OF CONTENTS**

**ARTICLE 1 ADMINISTRATION OF THE CONTRACT .....1**

SECTION 1.1 EXCLUSIVE RECOGNITION .....1

SECTION 1.2 STATUS OF THE CONTRACT .....1

SECTION 1.3 EXECUTION OF CONTRACT .....1

SECTION 1.4 DISTRIBUTION OF CONTRACT .....1

SECTION 1.5 CONTRACT COMPLIANCE.....1

SECTION 1.6 CONTRACT ADMINISTRATION.....1

SECTION 1.7 CONFORMITY TO LAW .....1

SECTION 1.8 ORIENTATION OF STAFF .....2

SECTION 1.9 APPENDICES .....2

**ARTICLE 2 ANACORTES EDUCATION ASSOCIATION .....2**

SECTION 2.1 ASSOCIATION RIGHTS.....2

SECTION 2.2 ASSOCIATION DUES .....3

SECTION 2.3 PAYROLL DEDUCTIONS .....3

SECTION 2.4 NEGOTIATION PROCEDURES AND OBJECTIVES .....3

SECTION 2.5 REPRESENTATION.....3

SECTION 2.6 SUBJECTS OF NEGOTIATION .....3

SECTION 2.7 DIRECTING REQUESTS .....3

SECTION 2.8 EXCHANGE OF INFORMATION.....4

SECTION 2.9 SCHOOL CALENDAR .....4

**ARTICLE 3 ANACORTES SCHOOL DISTRICT .....4**

SECTION 3.1 MANAGEMENT RIGHTS .....4

**ARTICLE 4 EMPLOYEE BENEFITS AND LEAVES .....4**

SECTION 4.1 EMPLOYEE LIABILITY PROTECTION .....4

SECTION 4.2 (SEBB) SCHOOL EMPLOYEES BENEFIT BOARD INSURANCE .....5

SECTION 4.3 VEBA III.....6

SECTION 4.4 TAX SHELTER ANNUITIES OR OTHER DEDUCTIONS.....6

SECTION 4.5 LEAVES .....6

SECTION 4.6 SICK LEAVE (ILLNESS, INJURY AND EMERGENCY) .....6

SECTION 4.7 LEAVE SHARING .....7

SECTION 4.8 MATERNITY LEAVE .....7

SECTION 4.9 ADOPTION LEAVE.....7

SECTION 4.10 CIVIC LEAVE .....8

SECTION 4.11 FAMILY MEDICAL LEAVE ACT/FAMILY CARE LEAVE ACT.....8

SECTION 4.12 BEREAVEMENT LEAVE.....8

SECTION 4.13 ANNUAL LEAVE (PERSONAL) .....8

SECTION 4.14 PROFESSIONAL LEAVE.....8

SECTION 4.15 LEAVE OF ABSENCE .....9

SECTION 4.16	ADOPTION/FOSTER PARENT LEAVE .....	9
SECTION 4.17	JURY DUTY .....	10
SECTION 4.18	MILITARY LEAVE .....	10
SECTION 4.19	ASSOCIATION LEAVE .....	10
SECTION 4.20	MATERNITY DISABILITY LEAVE.....	10

**ARTICLE 5 EMPLOYEE RIGHTS AND RESPONSIBILITIES.....10**

SECTION 5.1	INDIVIDUAL RIGHTS .....	10
SECTION 5.2	RIGHT TO JOIN AND SUPPORT ASSOCIATION .....	11
SECTION 5.3	WORKDAY .....	11
SECTION 5.4	PROFESSIONAL COLLABORATION TIME: WEDNESDAY SCHEDULE.....	11
SECTION 5.5	FLEXIBLE WORKDAY .....	11
SECTION 5.6	ASSEMBLIES.....	12
SECTION 5.7	AFTER SCHOOL SUPERVISION .....	12
SECTION 5.8	HALF DAYS .....	12
SECTION 5.9	PROFESSIONAL GROWTH .....	12
SECTION 5.10	PROFESSIONAL FREEDOM .....	13
SECTION 5.11	SURVEY CONFIDENTIALITY .....	13
SECTION 5.12	EMPLOYEE FILES .....	13
SECTION 5.13	REPRESENTED SUBSTITUTES .....	13
SECTION 5.14	AUXILIARY PERSONNEL.....	13
SECTION 5.15	CLASSROOM VISITATION PER SCHOOL BOARD POLICY#4200.....	13
SECTION 5.16	PROFESSIONAL RESPONSIBILITIES .....	13
SECTION 5.17	STUDENT DISCIPLINE .....	14
SECTION 5.18	STUDENT TEACHERS.....	14
SECTION 5.19	PAYMENT.....	14
SECTION 5.20	VACANCY .....	14
SECTION 5.21	FILLING VACANT POSITIONS.....	14
SECTION 5.22	ASSIGNMENT .....	15
SECTION 5.23	TRANSFER AND REASSIGNMENT .....	15
SECTION 5.24	INVOLUNTARY TRANSFER .....	15
SECTION 5.25	REDUCTION IN FORCE AND RECALL .....	16
SECTION 5.26	JOB SHARE .....	17
SECTION 5.27	JOB TRADE .....	18
SECTION 5.28	PROVISIONAL EMPLOYEES .....	18
SECTION 5.29	PROGRESSIVE DISCIPLINE: TEACHER PROTECTION.....	18
SECTION 5.30	RELEASE FROM CONTRACT.....	19
SECTION 5.31	APPLICABILITY TO GRIEVANCE PROCEDURE.....	19

**ARTICLE 6 WORKLOAD .....19**

SECTION 6.1	PREPARATION TIME.....	19
SECTION 6.2	SECONDARY PREPARATION.....	19
SECTION 6.3	ADJUSTMENTS IN SECONDARY PREPARATION TIME AND CLASS SIZE .....	20
SECTION 6.4	ELEMENTARY PREPARATION .....	20
SECTION 6.5	COMPUTATION OF CLASS SIZE .....	21
SECTION 6.6	ELEMENTARY CLASS SIZE.....	21
SECTION 6.7	ELEMENTARY CLASSROOM TEACHER REMEDIES (RELIEF OF OVERLOAD) .....	21
SECTION 6.8	SECONDARY CLASS SIZE .....	21
SECTION 6.9	SECONDARY CLASSROOM TEACHER REMEDIES (RELIEF OF OVERLOAD).....	21

SECTION 6.10	SPECIAL EDUCATION .....	22
SECTION 6.11	SPECIAL EDUCATION REMEDIES PRE-12 (RELIEF OF OVERLOAD) .....	22
SECTION 6.12	SPECIALISTS .....	22
SECTION 6.13	REVIEW TEAM .....	22
SECTION 6.14	CURRICULUM REVIEW .....	23
SECTION 6.15	NEW CURRICULUM RESPONSIBILITIES.....	23

**ARTICLE 7 SALARIES, STIPENDS AND EXTENDED CONTRACTS.....23**

SECTION 7.2	SALARY SCHEDULES AND STIPEND SCHEDULE .....	24
SECTION 7.3	EXPERIENCE INCREMENTS AND EDUCATIONAL ADVANCEMENT .....	24
SECTION 7.4	NEGOTIATED PERCENTAGE ADJUSTMENT .....	25
SECTION 7.5	SUPPLEMENTAL HOURS .....	25
SECTION 7.6	TECHNOLOGY STIPEND .....	25
SECTION 7.7	SUPPLEMENTAL CONTRACTS .....	25
SECTION 7.8	SPECIALIST/ITINERANT STAFF MEMBER .....	26
SECTION 7.9	EXTENDED DAYS .....	26
SECTION 7.10	CURRICULUM DEVELOPMENT PAY .....	26
SECTION 7.11	VACATION COMPENSATION .....	26
SECTION 7.12	NATIONAL BOARD RECOGNITION .....	26
SECTION 7.13	EARLY NOTIFICATION OF RETIREMENT OR RESIGNATION .....	26
SECTION 7.14	COMPENSATION FOR SUBSTITUTES .....	27
SECTION 7.15	TRI INCENTIVE PROGRAM ACTIVITIES.....	27

**ARTICLE 8 CERTIFICATED EDUCATOR EVALUATION.....27**

SECTION 8.1	INTRODUCTION.....	27
SECTION 8.2	DEFINITIONS .....	28
SECTION 8.3	PROFESSIONAL DEVELOPMENT .....	28
SECTION 8.4	STATE CRITERIA AND SCORING.....	28
SECTION 8.5	INSTRUCTIONAL FRAMEWORK .....	28
SECTION 8.6	COMPREHENSIVE EVALUATION .....	29
SECTION 8.7	FORMAL OBSERVATIONS.....	30
SECTION 8.8	INFORMAL OBSERVATION .....	30
SECTION 8.9	EVIDENCE AND ARTIFACTS.....	31
SECTION 8.10	RECORD-KEEPING .....	31
SECTION 8.11	ELECTRONIC MONITORING .....	31
SECTION 8.12	FINAL COMPREHENSIVE EVALUATION CONFERENCE SHALL OCCUR NO LATER THAN APRIL 10TH .....	31
SECTION 8.13	FOCUSED EVALUATION OPTION .....	31
SECTION 8.14	SUPPORT FOR BASIC AND UNSATISFACTORY .....	32
SECTION 8.15	PROBATION .....	32
SECTION 8.16	NON-RENEWAL (DISCHARGE). .....	34
SECTION 8.17	PROVISIONAL EMPLOYEES. ....	35
SECTION 8.18	APPLICABILITY TO GRIEVANCE PROCEDURE .....	35
SECTION 8.19	EVALUATOR .....	35

**ARTICLE 9 CERTIFICATED SUPPORT PERSONNEL EVALUATION .....35**

SECTION 9.1	INTRODUCTION.....	35
SECTION 9.2	DEFINITIONS AND MINIMUM CRITERIA.....	35

SECTION 9.3	EVALUATOR.....	35
SECTION 9.4	CRITERIA AND SCORING .....	35
SECTION 9.5	COMPREHENSIVE EVALUATION .....	35
SECTION 9.6	FORMAL OBSERVATIONS.....	36
SECTION 9.7	PRE-OBSERVATION CONFERENCES .....	36
SECTION 9.8	POST-OBSERVATION CONFERENCE .....	36
SECTION 9.9	INFORMAL OBSERVATION (WALKTHROUGH) .....	36
SECTION 9.10	RECORD-KEEPING & ELECTRONIC MONITORING .....	36
SECTION 9.11	FINAL COMPREHENSIVE EVALUATION CONFERENCE SHALL OCCUR NO LATER THAN APRIL 10TH .....	36
SECTION 9.12	FOCUSED EVALUATION OPTION .....	37
SECTION 9.13	SUPPORT FOR BASIC AND UNSATISFACTORY .....	37
SECTION 9.14	PROBATION .....	37
SECTION 9.15	NON-RENEWAL (DISCHARGE) .....	38
SECTION 9.16	PROVISIONAL EMPLOYEES. ....	38
SECTION 9.17	APPLICABILITY TO GRIEVANCE PROCEDURE .....	38

**ARTICLE 10 CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE.....38**

SECTION 10.2	DEFINITIONS AS USED IN THIS STATEMENT .....	38
SECTION 10.3	REPRESENTATION .....	38
SECTION 10.4	FREEDOM FROM REPRISAL.....	38
SECTION 10.5	STEP I, CLASS A & B .....	38
SECTION 10.6	STEP II, CLASS A & B .....	38
SECTION 10.7	STEP III, CLASS A & B .....	39
SECTION 10.8	STEP IV, CLASS B ONLY .....	39
SECTION 10.9	STEP V, CLASS A ONLY FROM THIS POINT ON.....	39
SECTION 10.10	ARBITRATION COSTS .....	39
SECTION 10.11	PERSONNEL FILES .....	39
SECTION 10.12	EXCLUSION OF CERTAIN MATTERS .....	39
SECTION 10.13	TIME LIMITS.....	39
SECTION 10.14	GRIEVANCE AND ARBITRATION HEARINGS .....	40
SECTION 10.15	ASSISTANCE IN INVESTIGATIONS.....	40
SECTION 10.16	RELEASE FROM DUTY .....	40
SECTION 10.17	EXCLUSIONS.....	40

## **Article 1 Administration of The Contract**

### **Duration**

This Agreement between the Anacortes School District School Board (Board) and Anacortes Education Association (Association) shall be in full force and effect from September 1, 2019 to August 31, 2021.

### **Section 1.1 Exclusive Recognition**

The Board recognizes the Association, an affiliate of Washington Education Association and National Education Association, as the sole and exclusive bargaining representative for all certificated employees of the District, with the exception of Superintendent, Manager of Curriculum, Manager of Operations, Manager of Special Programs, Principals, Vice Principals, and other certificated employees who may be excluded by law, for the purpose of exercising all rights accorded certificated employee organizations by the Educational Employment Act. All work performed by bargaining unit members and any similar work, such as homeschool connections or online learning, shall be considered bargaining unit work.

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

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

### **Section 1.2 Status of the Contract**

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

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

### **Section 1.3 Execution of Contract**

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

### **Section 1.4 Distribution of Contract**

Within a reasonable time (not to exceed sixty [60] days) following the ratification and signing this Contract by the parties, the District shall provide a digital (PDF) copy of the entire contract on the District website. Revisions to the contract will be designated by red text for the first 60 days. The District shall compose an email message to each represented employee directing them to the contract on the website.

### **Section 1.5 Contract Compliance**

- 1.5.1 **INDIVIDUAL EMPLOYEE'S CONTRACT:** All individual employee contracts shall be subject to and consistent with the terms and conditions of this Contract.
- 1.5.2 **COPIES OF CONTRACT:** Two copies of the individual teacher contract shall be given to the employee each year for signature. Teachers should review their placement for experience and education and if there is an error, the teacher must report it no later than the last day in November. A copy of the approved contract will be returned to the employee and the original placed in the District files.
- 1.5.3 **LENGTH OF CONTRACT:** Effective with this contract the length of the base employee contract shall be 180 instructional days in addition to any contractual State funded professional learning improvement time.

### **Section 1.6 Contract Administration**

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

### **Section 1.7 Conformity to Law**

If any provision of this Contract or any application of this Contract to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have

effect only to the extent permitted by law, and all other provisions or applications of the Contract shall continue in full force and effect.

### **Section 1.8 Orientation of Staff**

In the formal program provided by the District for the orientation of new employees, there shall be an opportunity for participation by Association representative of no less than 30 minutes. The names of all employees, their building, grade, and subject assignments shall be provided to the Association as soon as possible each fall.

### **Section 1.9 Appendices**

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

- Appendix 1. Teacher Salary Schedule
- Appendix 2. Evaluation Forms
- Appendix 3. School Calendar
- Appendix 4. Sample Supplemental Hours Documentation Form

## **Article 2 Anacortes Education Association**

### **Section 2.1 Association Rights**

- 2.1.1 The Association and its representatives shall have the right to use the District buildings and equipment after obtaining permission from the administration. The Association shall be responsible for claims arising from damage caused by negligence resulting from the use of facilities and equipment.
- 2.1.2 The Association shall have the right to post notices of activities and matters of concern on bulletin boards as provided by the building administrator. The Association may provide its own bulletin boards on space designated therefore by the building administrator.
- 2.1.3 The Association shall have the right to use the teacher mailboxes, voice mail and e-mail systems for communication, representation and negotiation purposes so long as such use follows District Policy does not disrupt district services or promote and initiate any stop work actions against the District.
- 2.1.4 In addition, Association agents have no expectation of privacy in their use of the District systems. All e-mails and attachments drafted, sent, or stored on the District system are District records and are subject to monitoring, review, and printing by the District system administrator without limitation and without notice. The Association acknowledges that such conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Association communications that utilize District systems constitutes an unfair labor practice under [RCW 41.59](#).
- 2.1.5 The Association shall indemnify and hold the District harmless for all claims, causes of action, or damages arising from the use of the District services including bulletin boards, teacher mailboxes, voicemail and e-mail by employees or non-employee Association agents for Association business. The Association and the District jointly assume the responsibility to notify Association members of Public Disclosure Commission requirements and for training them to follow these rules in the use of District communication systems.
- 2.1.6 The Association shall have the same access to District records as any citizen under [RCW 42.56](#).
- 2.1.7 The Association shall be furnished, upon written request of the grievant, such information as is necessary for the processing of any grievance at the grievant's cost.
- 2.1.8 The Association and its representatives shall have the right to meet and confer with all certificated District employees after contacting the appropriate District administrator. Prior to said meeting, the Association will assure proper identification to the administrator of any person present at the meeting who is not represented by the Association. Such contact shall be limited to outside the contracted school day.
- 2.1.9 Representatives duly authorized by the Association to participate in negotiations, conferences, or meetings with representatives of the District shall suffer no loss of pay when the District schedules the same during the working day. The negotiations, conferences or meetings will be scheduled at mutually agreed to times and places.
- 2.1.10 The administration shall make available to the Association, upon written request, a list of new employees covered by this contract. This request shall not take precedence over other work being



performed by central office staff.

## **Section 2.2 Association Dues**

- 2.2.1 The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to [RCW 42.17A.495](#) shall be separately authorized in writing by the employee on forms that comply with [WAC 390-17-100](#), and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under [WAC 390-17-100](#).
- 2.2.2 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
- 2.2.3 Union membership is continuous from year to year until the Association member gives proper notice to the Association. Upon revocation of membership by an Association member, the Association shall submit notice of such revocation to the District payroll office to terminate the automatic dues deduction.
- 2.2.4 The Association will refund to the District any amounts paid to it in error.
- 2.2.5 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

## **Section 2.3 Payroll Deductions**

- 2.3.1 The Association shall have the exclusive right of automatic payroll deduction of membership dues and fees for employees. Upon proper written payroll authorization from an employee, the District shall deduct from the wages of that employee monthly Association dues and shall forward that sum to the Association or its designee. The Association shall provide to the District payroll office no later than September 15 of each year a list of employees authorized for the automatic payroll deduction of Association membership dues and updates as received. Union membership is continuous from year to year until the Association member gives proper notice to the Association. Upon revocation of membership by an Association member, the Association shall submit notice of such revocation to the District payroll office to terminate the automatic dues deduction. The Association agrees to hold the Board harmless from all financial claims against it for or on account of any payroll deduction of membership dues and fees.

## **Section 2.4 Negotiation Procedures and Objectives**

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

## **Section 2.5 Representation**

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

## **Section 2.6 Subjects of Negotiation**

- 2.6.1 The negotiations teams shall consider subjects for negotiations pursuant to [RCW 41.59](#).

## **Section 2.7 Directing Requests**

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

time and place.

### **Section 2.8 Exchange of Information**

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

### **Section 2.9 School Calendar**

2.9.1 The parties recognize that the calendar is a mandatory subject of bargaining. In recognition of this fact, the Association will appoint one (1) representative from each of the following grade levels (K-3)(4-5)(6-8)(9-12) to a calendar committee consisting of one representative from each bargaining unit, one representative from the non-represented employees, and one parent representative appointed from among the Presidents of the Parent Teacher Association. The committee will develop calendar options to be voted on by all employees. The Committee will recommend to the School Board the calendar that receives the most votes. Should the Board fail to adopt the calendar that receives the most votes from all employees, contract negotiations will be opened, limited to this section.

## **Article 3 Anacortes School District**

### **Section 3.1 Management Rights**

3.1.1 The Board represents the voters of the Anacortes School District and thus reserves all powers, rights, authority, duties, and responsibilities which come to it by state/board regulations and the laws and Constitution of the State of Washington and/or the United States. The Association recognizes that the Board is legally responsible for the operation of the school district and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and the provisions of this Agreement.

3.1.2 The Board shall have the right to determine matters concerning the management or administration of the workforce, subject to the terms of this Agreement and [RCW 41.59](#) and/or Chapter 288, Laws of 1975, First Extraordinary Session.

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

- Manage the District and direct the working forces, including the determination of employee qualifications, the right to hire and to suspend, discipline or discharge employees for just cause, and to otherwise maintain an orderly, effective and efficient operation.
- Transfer employees from one school, department, and/or classification to another.
- Lay off or relieve employees from duty because of shortages of funds or decline in enrollment.
- Promote and/or transfer employees to positions and classifications not covered by this agreement.
- Determine the work to be done and the standards to be met by the employees covered by this agreement.
- Determine whether and to what extent work shall be performed by employees.
- Develop and control the budget.
- Control District property

## **Article 4 Employee Benefits and Leaves**

### **Section 4.1 Employee Liability Protection**

4.1.1 The Board agrees to provide insurance which shall hold employees harmless and defend them from any financial loss to the limits described below, including reasonable attorney's fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or failure to act by such employee, within or without the school building, provided such employee at the time of the act or omission complained of, was acting in good faith within the scope of his employment or under the direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or failure to act.

4.1.2 The Anacortes School District will provide its employees the following insurance with regard to the

above matters:

- 4.1.3 Personal injury liability in the amount of \$250,000 per individual and \$500,000 per occurrence.
- 4.1.4 Personal property damage liability in the amount of \$500,000.
- 4.1.5 Replacement of any clothing or other personal property damaged, destroyed or stolen while engaged in the maintenance of order, discipline and protection of school personnel, students or property during the course of their employment up to the amount of \$1,000, with \$10 deductible.

## **Section 4.2 (SEBB) School Employees Benefit Board Insurance**

### 4.2.1 SEBB Insurance

- The District shall pay the full portion of the employer contribution to the [School Employees Benefit Board \(SEBB\)](#) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined below.
- SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
- Benefits presently offered by the District through the [SEBB](#) include but are not limited to:
  - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
  - b. Basic Long-term Disability
  - c. Vision
  - d. Dental including orthodontia; and
  - e. Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

### 4.2.2 SEBB Eligibility

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year.

Eligibility of employees on unpaid leave status will be determined on a case-by-case basis until or unless SEBB issues rules pertaining to unpaid leaves. The District shall notify the Association and the parties shall review the circumstances of any eligible employee on unpaid leave whom the District anticipates will become ineligible for benefits due to the unpaid leave status. Such notice and review shall occur reasonably in advance of any action by the District to terminate benefits to the affected.

### 4.2.3 SEBB Benefit Enrollment and Continuity of Coverage

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

### 4.2.4 SEBB Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31. Any exception shall be determined on a case by case basis and confirmed by the parties.

### 4.2.5 SEBB Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either

party can reopen this agreement for negotiation over the changes to the extent permitted by law. For the 2019-20 school year, SEBB Transition will be a recurring agenda item for Labor/Management meetings in which costs, impacts, and challenges will be addressed.

### **Section 4.3 VEBA III**

- 4.3.1 A certificated employee retiring may have his/her sick leave buyout payments remitted directly to a sick leave conversion program selected by the Association. Such program will provide reimbursement of medical, dental and vision expenses, if the employee completes the enrollment form and signs a hold harmless provision. Any retiring certificated employee participating in the sick leave conversion program shall hold the District and the Association harmless should the IRS find that the District or the employee is in debt to the United States government for not paying income taxes due on any amounts or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law. Neither the District nor the Association makes any representations or warranties with respect to the tax consequences of the program nor to the ability of the program sponsor or insurer to fulfill its obligations under the program.
- 4.3.2 Any eligible certificated employee who does not wish to sign the hold harmless provision will not be permitted to participate in the plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof, shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

### **Section 4.4 Tax Shelter Annuities or Other Deductions**

- 4.4.1 The District shall, upon receipt of an annual authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, tax sheltered annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The District will make, upon written request of at least 10% of the employees' of the District, automatic payroll deductions as they authorize, for the same payee, subject to the limitations of the District equipment or personnel ([RCW 28A.405.400](#)).
- 4.4.2 In accordance with the terms of SB 4500, the District shall arrange for the purchase of tax deferred annuity contracts, upon request of at least five (5) employees, from a company of the employees' choice authorized to do business in Washington State or through a Washington licensed insurance agent.
- 4.4.3 The Association agrees to hold the Board harmless from all financial claims against it for or on account of any payroll deduction when the Board is acting within the scope or direction of the payroll authorization.

### **Section 4.5 Leaves**

- 4.5.1 The District will follow all state and federal guidelines regarding leaves for public employees in addition to the stipulations described within this Agreement. Employees should reference FMLA and FMLA and ADA for further details.

### **Section 4.6 Sick Leave (Illness, Injury and Emergency)**

- 4.6.1 The District agrees to provide twelve (12) days per year accumulative leave per 1.0 FTE employee to be used in the event of the absence of an employee necessitated by the personal injury to or illness of the employee. Said leave shall be granted with no deduction in salary. The use of sick leave, pursuant to the term 'emergency' in [RCW 28A.400.300](#) shall be granted in the event of illness or injury of a member of the employee's immediate family when the presence of the employee is required, as recommended by the attending physician. Leave days earned but unused during each calendar year may be accumulated year to year to a limit of one hundred eighty (180) days or may be compensated annually or at retirement or death so long as prescribed and permitted by statute.
- 4.6.2 Accumulated sick leave shall be transferable into the District from any other school district in the state of Washington.
- 4.6.3 An accounting of accumulated sick leave shall be provided to each employee at the June pay period.
- 4.6.4 Sick leave shall be applicable under the following provisions, in addition to definitions in the above sections: (a) medical or dental appointments which require the attention of an out-of-town specialist, if recommended by a physician or dentist; (b) medical or dental appointments necessitated by pain or the need for immediate treatment; (c) physical examinations required by a physician in conjunction with a current illness. The District reserves the right to verify that an appointment was not available on a non-school day or that appointments were kept and to require a certificate of illness by a physician of the

District's choice at the District's expense.

#### **Section 4.7 Leave Sharing**

- 4.7.1 Employees may donate sick leave to another employee subject to the following: The donating employee must have an accrued sick leave balance of more than twenty-two (22) days.
- 4.7.2 The donating employee may be allowed to grant up to six (6) days of leave during a twelve (12) month period.
- 4.7.3 The donating employee cannot request a transfer which would result in his or her sick leave account going below twenty-two (22) days.
- 4.7.4 To qualify for days under this provision a receiving employee must comply with the following conditions:  
He/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment, parental leave or other definitions as defined in [WAC 392-136A-030](#);  
the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified;  
the receiving employee has depleted, or will shortly deplete, his/her sick leave and any other paid leave as provided by this Collective Bargaining Agreement except for cases of parental leave;  
and the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
- 4.7.5 The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total of more days than constitute his/her regular work year.
- 4.7.6 An employee who receives leave under this section will retain his/her status as a District employee.
- 4.7.7 Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the District.

#### **Section 4.8 Maternity Leave**

- 4.8.1 An employee who becomes pregnant must notify the administration no later than the end of the fourth month of pregnancy. Maternity leave shall commence and terminate at the discretion of the employee and her personal physician. Provided, however, that if the District can establish sufficient evidence indicating that the employee exhibits excessive absences and/or mental or physical strain which limit her ability to perform her duties under District contract, the District may require that maternity leave for that individual commence at the most appropriate time, and the Superintendent shall make that determination. The employee shall submit a letter requesting maternity leave which shall include a statement as to the expected date of return to employment, as well as the date of commencement. Such letter shall be filed with the District no later than two (2) weeks prior to commencement of the leave. Every effort shall be made on the part of the certificated employee to live up to the terms of the letter.
- 4.8.2 Within thirty (30) calendar days after childbirth, the employee shall meet with the Superintendent and agree upon a specific date for return to work. Disagreements as to return date shall be submitted to the Secretary of the Human Rights Commission and a mutually agreed upon M.D.
- 4.8.3 Employees on maternity leave shall be granted their accumulated leave under the provisions of the District's sick leave policy. Employees returning from maternity leave shall be placed in their former position or a similar position in the District. ([WAC 162-30-020](#).)

#### **Section 4.9 Adoption Leave**

- 4.9.1 Ninety (90) days non-paid leave shall be granted an employee who adopts a pre-school child and requests such leave. The leave request shall be directed to the Superintendent or his designee. This ninety-days would apply to one parent only if both parents are District employees. Additionally, the parent(s) may use sick leave to care for an adopted child who has a diagnosed medical or health condition.
- 4.9.2 One (1) day of leave with pay shall be granted which shall be the day the adoptive parent appears in court to execute the legal adoption agreement; additionally, one (1) day leave with pay shall be granted to the parent(s) which shall be the first day home with the child.
- 4.9.3 The District shall be notified when adoption proceedings have begun, and the leave shall begin at a natural break in the school year or a mutually agreed upon date
- 4.9.4 At the discretion of the District, adoption leave may extend up to one semester beyond the initial ninety (90) day leave for one parent. The exact date of the employee's return will be determined in

consultation with the Superintendent and the employee's immediate supervisor.

4.9.5 In the event adoptive parents are both employees of the District, only one adoptive parent shall be entitled to adoption leave except as noted above.

4.9.6 Experience credit will not be given for leave time in excess of one (1) semester.

#### **Section 4.10 Civic Leave**

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

#### **Section 4.11 Family Medical Leave Act/Family Care Leave Act**

4.11.1 Employee and the employer will pay the state administered PFMLA insurance premium.

4.11.2 When the District becomes aware that an employee is eligible for paid family and medical leave through the Employment Security Division, the employee will be notified by the District who will assist the employee with the application process.

4.11.3 Employees will be granted the flexibility to utilize the numerous types of leave in a series that best meets the employee's needs. Employees per statute cannot be compelled to exhaust sick or or personal leave before utilizing PFMLA insurance benefits.

4.11.4 Non-workdays/weeks (i.e. summer, winter break, etc.) will not be counted as part of the twelve-week (60 days) benefit period.

4.11.5 Accrued sick leave or personal leave may be used to supplement PFML so that both comped will equal the employee's regular salary upon the employee's request.

#### **Section 4.12 Bereavement Leave**

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

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

#### **Section 4.13 Annual Leave (Personal)**

4.13.1 Six (6) days leave accumulative to Seven (7) days, shall be granted an employee for personal, business, legal, or religious reasons, provided, no more than ten (10%) percent, (the number to be rounded to the next whole number, or a minimum of two (2) staff members per building) shall be granted such leave in any one day. Leave is restricted to five (5%) percent during the first or last week of school and the day immediately before or after a Washington State recognized holiday unless authorized by the Superintendent. These provisions and restrictions will be waived for honors and awards to spouse or child (i.e., graduation, state tournaments, college musical or drama presentation, professional awards). In addition, at least forty-eight (48) hours advance notice of request for such leave must be given to the building principal/supervisor.

4.13.2 The Association agrees to indemnify and to hold the District harmless from all claims asserted and lawsuits commenced due to any action taken by the District in strict compliance with this section.

4.13.3 Each year accumulated annual leave (1-7days) may be cashed out at a rate of \$135.00 per day or current daily substitute rate, whichever is higher. Employees may retain up to 1 day to hold over for the following year. This cash out will appear on the July or August paycheck

#### **Section 4.14 Professional Leave**

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

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

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

- 4.14.3 Employees granted professional leaves shall agree to return to regular service in the District upon the expiration of their leaves for a period of at least one (1) year. If an employee does not return to regular service with the District at the expiration of the leave, all salary paid during the leave shall become due and payable to the District. If an employee should die or become permanently disabled while on professional leave, no repayment of salary paid while on leave shall be required.
- 4.14.4 Any employee desiring professional leave must submit a written request to the Superintendent prior to March 15 of the school year prior to the year for which professional leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors. No more than two percent (2%) of all employees may be granted professional leave during any school year.
- 4.14.5 An employee returning from professional leave shall be given the same consideration for returning to the position of his last assignment as if he had been on active duty. It shall be assumed that the employee wishes to return to the position of his last assignment unless he notifies the Superintendent by February 15 prior to the expiration of his leave. If reassignment is necessary, procedures outlined in this contract shall be applicable.

#### **Section 4.15 Leave of Absence**

- 4.15.1 Subsequent to a lay-off, employees retained may apply for a one-year leave of absence without pay. If the granting of such leave will open a position for which a laid-off employee is qualified, the position will be offered to the most senior, qualified (per 8.1 of this section) laid-off employee on a one-year, replacement contract. An employee returning from the one-year leave of absence will retain his/her rights under applicable Washington statute. The employee on the one-year contract will return to lay-off status unless hired to fill the position of an employee on leave of absence or a position that is newly created or vacated. In either case, the laid-off employee must be qualified for the posting.
- 4.15.2 Each request for whatever reason will be considered on its own merits. A request for and reassignment from a leave for reasons of health shall be accompanied by a verifying statement from an M.D. Application for leave of absence shall be made in writing before March 15 of the year preceding the school year or years for which the leave is requested. Requests shall be made to the Superintendent and he shall communicate such requests to the members of the Board within ten (10) days following receipt of the leave request with his recommendations for their final decision. The Board will act upon said requests within forty (40) days or at the next regular Board meeting, whichever occurs first. All approvals and denials will be in writing.
- 4.15.3 Requests for leaves of absence due to extended illness shall be verified by a physician. The employee receiving such leave will retain contracted status at no salary through the completion of the contracted year and may continue to receive the benefits of the shared health insurance program for a maximum of six (6) months.
- 4.15.4 Employees granted leave must present written notice to the Superintendent by March 15 of intent to return for the year following the leave. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.
- 4.15.5 If leave is denied or recommended to be denied by the Superintendent, the person involved shall have and shall be granted an opportunity to meet with the Board or a committee thereof to discuss such denial. All leave approvals and denials will be in writing.
- 4.15.6 Compensation for leave of absence from the District will not be granted. If partial service is rendered to the District during the year, compensation for this service will be arranged.
- 4.15.7 While on leave, the certificated member will maintain seniority in the District. There will be no loss of accrued benefits or penalties assessed because the member was on leave of absence. Upon return from leave, the employee will be placed at the salary schedule step that college training and teaching experience indicate. There will be no experience increment for the year of leave of absence unless the employee was engaged in full-time teaching as part of his scholarship or educational grant.

#### **Section 4.16 Adoption/Foster Parent Leave**

- 4.16.1 Ninety (90) days non-paid leave shall be granted an employee who adopts a pre-school child and requests such leave. The leave request shall be directed to the Superintendent or his designee. These ninety days would apply to one parent or shared between parents only if both parents are District employees.
- 4.16.2 One (1) day of leave with pay shall be granted which shall be the day the adoptive parent appears in court to execute the legal adoption agreement; additionally, one (1) day leave with pay shall be granted

to the parent(s) which shall be the first day home with the child.

- 4.16.3 The District shall be notified when adoption proceedings have begun and the leave shall begin at a natural break in the school year or a mutually agreed upon date.
- 4.16.4 At the discretion of the District, adoption leave may extend up to one semester beyond the initial ninety (90) day leave for one parent. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- 4.16.5 In the event adoptive parents are both employees of the District, only one adoptive parent shall be entitled to adoption leave except as noted above.
- 4.16.6 Experience credit will not be given for leave time in excess of one (1) semester.

#### **Section 4.17 Jury Duty**

- 4.17.1 Upon receipt of a jury summons or a subpoena, the employee will immediately notify his/her administrator and the Human Resources Department. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service or of witness service. In the event an employee is selected on a jury, the District agrees to provide jury leave at regular pay with a deduction for jury pay for a period not to exceed fourteen (14) workdays.

#### **Section 4.18 Military Leave**

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

#### **Section 4.19 Association Leave**

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

#### **Section 4.20 Maternity Disability Leave**

- 4.20.1 An employee who becomes pregnant is requested to inform the District of a need for leave as early as possible. Maternity disability leave shall commence and terminate at the discretion of the employee and her personal physician and shall be in accordance with state law including use of all available leave such as shared leave, sick leave and other applicable family leave.
- 4.20.2 Within thirty (30) calendar days after childbirth, the employee shall meet with the Superintendent and agree upon a specific date for return to work. Disagreements as to return date shall be submitted to the Secretary of the Human Rights Commission and a mutually agreed upon M.D.
- 4.20.3 Employees on maternity leave shall be granted their accumulated leave under the provisions of the District's sick leave policy. Employees returning from maternity leave shall be placed in their former position or a similar position in the District. ([WAC 162-30-020](#).)

### **Article 5 Employee Rights and Responsibilities**

#### **Section 5.1 Individual Rights**

- 5.1.1 There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, in compliance with [RCW 28A.642.010](#), political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.
- 5.1.2 The private and personal life of any employee becomes the appropriate concern or attention of the Board when the private and personal activity of the employee has a direct adverse effect upon said employee's ability to adequately perform his duties with the District or when the private and personal activity of the employee has a direct adverse effect upon the District's ability to provide quality education to the students.
- 5.1.3 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive



but are in addition to those provided elsewhere.

## **Section 5.2 Right to Join and Support Association**

- 5.2.1 Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing, and shall also have the right to refrain from any or all such activities.

## **Section 5.3 Workday**

- 5.3.1 Employees shall begin their workday with a block of at least thirty (30) minutes before the student's school day begins and shall continue for a block of at least thirty (30) minutes after the student's day ends. The total amount of minutes for these blocks of time shall be no less than sixty (60) minutes per workday. Each week, no more than three of these blocks will be district directed time. The remaining blocks will be designated as time for scheduled parent meetings. If no meetings are scheduled, these blocks of time are intended to be teacher directed time.
- 5.3.2 The workday for all employees shall be seven (7) hours, except that the District shall have the right to adjust the employee workday if necessary, to meet the compliance requirements of the Basic Education Act. In addition, all certificated staff shall have a duty-free lunch period of not less than thirty (30) continuous minutes. Though early release within a school day is discouraged, in exceptional cases this procedure may be followed at staff request and with prior approval of the principal.
- 5.3.3 The parties recognize the importance of parent conferences and that some parents may not be able to attend during a normal workday. To accommodate these parents one of the days during Fall conference, and one in the Spring, will be exchanged for a three-hour night conference. In exchange for the night conferences there will be an early release day for all certificated staff on the Wednesday before Thanksgiving and on the Friday before Memorial Day.

## **Section 5.4 Professional Collaboration Time: Wednesday Schedule**

- 5.4.1 The district may adjust the length of workday to implement a Professional Collaboration Time schedule. Under a PCT schedule, employees shall begin their work day with a block of at least twenty (20) minutes before the student's school day begins and shall continue for a block of at least twenty (20) minutes after the student's day ends. The total amount of minutes for these blocks of time shall be no less than fifty (50) minutes per work day. Each week, no more than three of these blocks will be district directed time. The remaining blocks will be designated as time for scheduled parent meetings. If no meetings are scheduled, these blocks of time are intended to be teacher directed time.
- 5.4.2 The equivalent number of instructional minutes reduced by releasing students early or arriving late shall be used to create an extended block of Professional Collaboration Time (PCT) that shall utilize the maximum time available and be no less than fifty (50) minutes.
- 5.4.3 On the PCT day, planning time may be adjusted to equal the length of the average class period, or forty (40) minutes, whichever is greater.
- 5.4.4 On PCT days, there will be a twenty-minute period of teacher-controlled time after the end of the student day and before the PCT begins.
- 5.4.5 This configuration of the length of the Wednesday workday:
- Must not lengthen the contract day
  - Will include a PCT block which will be teacher directed during the month when grades are due.
  - After PCT is scheduled for grading, remaining Professional Collaboration Time (PLT) shall be scheduled such that half of the time will be teacher directed and half of the time will be District directed. Said schedule shall be developed by the Superintendent or designee upon mutual agreement with the Association.
  - Will not replace current allocated planning time.
- 5.4.6 On the weeks that the District controls the PCT, it will be considered one of its 3 (three) blocks as defined in the Workday section.

## **Section 5.5 Flexible Workday**

- 5.5.1 Certified employees who are requested by the District and who voluntarily choose to participate in their school's School Improvement Program may volunteer on an annual basis to participate in the restructuring of their seven (7) hour workday. The seven (7) hour workday includes at least one 45-minute planning period and is in addition to a 30-minute duty free lunch period. The 300 minutes per week (30 minutes before and 30 minutes after the student day) may be redistributed throughout the

work week. Student contact time will not exceed 1400 minutes per week.

- 5.5.2 Though the start time for staff may vary, the workday shall be seven (7) hours. Participation is voluntary and if an adjustment is needed after the restructuring of the workday, a change may be mutually agreed upon.

### **Section 5.6 Assemblies**

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

### **Section 5.7 After School Supervision**

- 5.7.1 Teachers will not be required to supervise after school elementary music performances. If the District asks them to supervise and a teacher is willing, they will be paid their normal hourly rate submitted on a timesheet.

### **Section 5.8 Half Days**

- 5.8.1 Four (4) progress reporting half days as follows:

1. End of the first semester (secondary), end of the first trimester to prepare for fall conferences (elementary), for the purpose of school record-keeping and progress reporting. The date(s) will be determined by the District.
2. Early release the last day of school.
3. Two additional early releases determined by the District for the purpose of staff planning, program development, departmental planning, coordination & evaluation activities. At the elementary level, one of these additional early release days will precede the spring conferences and will be used for the purpose of student record-keeping and progress reporting and conferencing.
4. More early release days may be provided on a regular basis if allowed under Washington Administrative Code related to program hour offerings and teacher/student contact time. Additional Responsibilities – District Level. Conversely, in any given school year, the District may eliminate either one or both of the 'two additional early release' days mentioned above in the event that the District needs to comply with the basic education act whether the process will be extended.

### **Section 5.9 Professional Growth**

- 5.9.1 Each employee is eligible for one (1) day per school year of release time for visiting other classrooms, programs, or attending conferences, workshops, seminars or committee work for the purpose of professional improvement. When the district provides a substitute to an employee, at their request, for the purpose of professional growth the District meets its obligation under this contract provision.
- 5.9.2 Employees who desire to participate in this professional growth program must seek prior approval from their building principal/supervisor. If the principal/supervisor does not grant approval the employee may request that the superintendent or his/her designee review the decision. The decision of the superintendent or his/her designee will be final and binding. If a principal/supervisor desires an employee to participate in any activity that would use his/her professional growth day, then the principal/supervisor must seek prior approval from the employee. Any employee who has already used their professional growth day will not be discriminated against for any committee work that may arise.
- 5.9.3 Each year, the District will develop a professional development calendar prior to the first day of the school year and will make it available to staff. PD days on the calendar will designate the targeted staff and the expectation of attendance for district-sponsored professional development.
- 5.9.4 Unless the employee requests it, the District is allowed to require no more than two (2) additional days per school year for required professional development. This could include, but is not limited to, visiting other classrooms, programs, or attending conferences, workshops, seminars, grade level meetings, or committee work for the purpose of professional improvement during instructional hours.
- 5.9.5 During District required professional development during the student school year, the District will build 45 minutes of preparation time into the day. In cases where prep time is not offered, the employee will be compensated at per diem. This preparation time requirement does not apply on days when students are not in the classroom and a substitute is not required.
- 5.9.6 If the District required PD is cancelled within 48 hours of the event, for any reason, including the lack of available substitutes, the employee will be compensated for one (1) hour per diem for the preparation of

substitute plans.

- 5.9.7 The District will support teachers in completing an annual professional growth plan, with a special emphasis on supporting STEM certification requirements.

#### **Section 5.10 Professional Freedom**

- 5.10.1 Employees shall be guaranteed professional freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material provided this is done on an informative basis only in conformity with school district policy directives. When such an issue is discussed, it is the responsibility of the teacher to encourage equal discussion on all sides of the issue.
- 5.10.2 Teachers should guard against giving their personal opinions or views on controversial issues before and during the period of research and study, thus encouraging the student to search after truth and to think for themselves. Teachers who operate within these regulations shall have the full support of the Board and administration.
- 5.10.3 No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis which would allow a person to be able to listen to or record the procedures in any class without the prior knowledge of the employees involved.

#### **Section 5.11 Survey Confidentiality**

- 5.11.1 Any survey administered by the district will clearly indicate whether or not the respondent identity is confidential. The District agrees to ensure that the survey is administered in a manner consistent with that designation.

#### **Section 5.12 Employee Files**

- 5.12.1 Employees shall, upon request, have the right to inspect the contents of their personnel file during regular administrative center business hours in the presence of a District representative. Copies of any document in the file will be supplied to the employee upon request at their expense. A file for processed grievances shall be maintained separately from the personnel file.
- 5.12.2 No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. Building administrators may maintain in their buildings documents which include but are not limited to teacher observation records and correspondence relating to employees so long as the employee has been provided a copy of the document as soon as possible but no longer than twenty (20) working days of its receipt or composition. Documents not provided within the twenty (20) working days shall not be used as evidence in any grievance, disciplinary hearing, or adverse action proceeding.
- 5.12.3 No evaluation, correspondence, or other material making any reference to an employee's competence, character, or manner shall be placed in the personnel file without the employee's knowledge and right to attach written comments. The employee shall acknowledge that he has read such material by affixing his signature and the date on the actual copy to be filed. Such signature merely indicates that he has read the material and does not necessarily indicate agreement with the content.

#### **Section 5.13 Represented Substitutes**

- 5.13.1 The term 'Represented Substitutes' shall mean those who have been employed twenty-one (21) consecutive days or more, or those who have been employed thirty-one (31) days or more during any twelve (12) month period ending in a school year in which the substitute is available for work, or the immediately preceding school year.
- 5.13.2 The provisions of this Agreement shall not be applicable to Represented Substitutes, except:
- 5.13.3 Compensation for Substitutes are listed in [Article 7 Section 7.14](#) Salaries Stipends and Extended Contracts
- 5.13.4 Benefits for Substitutes can be found in [Article 4 Section 4.2.2](#) SEBB eligibility

#### **Section 5.14 Auxiliary Personnel**

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

#### **Section 5.15 Classroom Visitation Per school board policy#4200**

#### **Section 5.16 Professional Responsibilities**

- 5.16.1 Teachers shall be responsible for complying with the provisions of all Board policies, following the prescribed courses of study, enforcing the rules and regulations of the school district, and maintaining

and rendering the appropriate records and reports, provided that written copies have been issued to all certificated employees.

- 5.16.2 Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into due consideration individual differences among pupils, provided that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.
- 5.16.3 Teachers shall be responsible for the evaluation of each pupil's educational growth and development, and for making periodic reports to parents or guardians and to the designated school administrator. Teachers shall be required to perform their duties in accordance with WAC 180-44-010.

#### **Section 5.17 Student Discipline**

- 5.17.1 The Board and administration shall support and uphold employees in their efforts to maintain discipline in the District and as soon as possible shall give response to all employee requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures which are not arbitrary nor capricious for the safety and well-being of students and employees, as provided in District policies, is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.
- 5.17.2 The District agrees to conduct informational meeting(s) at the building level for certificated employees concerning applicable federal, state, and local laws and district rules, regulations, and procedures pertaining to student rights and the processing of student discipline. The meeting(s) shall be held prior to September 30.

#### **Section 5.18 Student Teachers**

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

#### **Section 5.19 Payment**

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

#### **Section 5.20 Vacancy**

- 5.20.1 Vacancy Definition  
A vacancy shall mean a position designated by the superintendent and/or board as open.
- 5.20.2 Vacancy Posting  
To assure that the employees are given every consideration in filling vacancies that occur within the District, the following procedure shall be used:
  1. Vacancy postings shall be publicized to the staff and Association for a minimum of ten (10) days before closing.
  2. Vacancy postings will be made available to certificated staff by District email on the date of posting. The posting shall include at least the position and closing date.
  3. Vacancy postings will be supported by a job description and any other special qualifications required for the position, as well as procedures for applying.

#### **Section 5.21 Filling Vacant Positions**

- 5.21.1 Current employees, with continuing contracts, who meet all reasonable qualifications for a job posting, shall be fully considered prior to screening other applicants.
- 5.21.2 Should no qualified applicant be found among continuing employees, any former employee who

successfully completed a certificated contract of 90 days or longer with the Anacortes School District, who received a satisfactory evaluation(s), and who received a letter of recommendation from an Anacortes School District administrator, will be placed in a job pool and fully considered for any open position for which the employee is qualified, prior to screening outside applicants. If this person meets all reasonable qualifications for an open job, then the central administration may offer them the position. If two or more current or former employees are equally qualified for an open position, then they will be interviewed and extra consideration will be given to the person who has spent the greater amount of time employed as a certificated employee of the district. Former employees shall remain in consideration for open jobs until they accept a certificated contract with another school district, or until they notify the district to have their name withdrawn.

- 5.21.3 Neither the Association nor a former employee has any right to challenge or allege a violation, misapplication, or misinterpretation of sub-paragraph 5.21.2. above pursuant to the grievance procedure contained in this Contract.
- 5.21.4 An employee who has not been selected for a transfer to a vacant position shall have the right to meet with the Superintendent or designee.
- 5.21.5 The district may offer a part time employee an FTE increase without posting the increased FTE. If more than one part time employee is available in the building, the District shall post the FTE increase as a vacancy.
- 5.21.6 **Signing Incentive.** The District may offer a two thousand dollar (\$2,000) signing and incentive supplemental contract to 1.0 FTE "hard-to-fill" position. The \$2,000 signing and incentive supplemental contract shall be paid in one lump sum on the September Paycheck. This signing and incentive contract is only available to employees hired for "hard-to-fill" positions defined as those positions which have been posted more than once and over twenty calendar days in any given academic year, and no qualified applicants applied.

#### **Section 5.22 Assignment**

- 5.22.1 An assignment shall mean the placement of a current employee in a specific position in a specific building. As determined by the administration.
- 5.22.2 Assignment(s) within a building may occur prior to posting a vacancy.
- 5.22.3 Employees will be notified as early as possible about changes in their teaching assignment. Employees will be notified in writing no less than sixty (60) days prior to a substantive change in assignment as defined in [Article 6 Section 6.15](#), 'New Curriculum Responsibilities'.

#### **Section 5.23 Transfer and Reassignment**

- 5.23.1 To ensure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their teaching certificates, endorsements, and/or minor fields of study or qualifications in specialty areas.
- 5.23.2 In the determination of assignments, transfers, and involuntary transfers the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program.
- 5.23.3 Personnel actions approved at monthly board meetings will be posted on the district website and sent to the association president.
- 5.23.4 A 'transfer' shall mean a change of assignment from one building to another to fill a specific position or vacancy.
- 5.23.5 Transfers to an assignment in a different building, as determined by the administration, may occur prior to posting a vacancy subject to Article 5 [Section 5.20](#) and [Section 5.21](#).

#### **Section 5.24 Involuntary Transfer**

- 5.24.1 An 'involuntary transfer' shall mean a change of assignment from one building to another to fill a specific position or vacancy when the employee does not agree to the change of assignment.
- 5.24.2 In the event the District determines that circumstances require a transfer of staff to fill a specific position and no qualified staff member voluntarily accepts the necessary transfer then the Superintendent will determine that an involuntary transfer action needs to be implemented. A pool of potential involuntary transferees shall be designated. Each potential transferee shall be considered on the basis of information contained in his/her staff development plan, his/her past performance, and any other pertinent factors.
- 5.24.3 In the event two or more potential transferees are deemed equally qualified by the District, the least senior employee under consideration shall be involuntarily transferred. Each involuntary transfer will be

considered on its own merits and every attempt will be made to minimize disruption to the instructional program. The Superintendent shall notify the person to be involuntarily transferred in writing and shall stipulate the reasons for the transfer. Such notification shall take place before the involuntary transfer is to be implemented. The employee who is involuntarily transferred shall have the right to meet with the Superintendent or designee.

- 5.24.4 Except in emergencies, at least ten (10) days written notice will be given to the person who is to be involuntarily transferred. However, the involuntary transfer will be tentative until the teacher has had the opportunity to appeal the decision through the grievance procedure. Such appeal shall be limited to alleged procedural violations of this involuntary transfer policy.
- 5.24.5 Appeals on any aspect other than the procedure will be submitted to the District's Board of Directors in accordance with Article 5, Section 1, Class B, Grievance.
- 5.24.6 Employees who have been involuntarily transferred who notify the District of their desire to return will be transferred back to the last assignment held if or when that former assignment becomes vacant. This consideration shall expire when the employee has worked the same number of years as the former assignment from which they were transferred.
- 5.24.7 A person involuntarily transferred during the school year will be granted one (1) of the options listed in Section 7, 'New Curriculum Responsibilities'.

### **Section 5.25 Reduction in Force and Recall**

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

#### 5.25.1 Definitions

##### Certificate Endorsements

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

##### Qualifications

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

##### Seniority

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

#### 5.25.2 Timeline and Tie Breaker

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

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

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

In the event that more than one individual employee has the same seniority ranking after applying the above provisions, the district will rank the individuals by their summative evaluation ratings. In the event that the employees are still equal after applying the above provision, all employees so affected shall participate in a coin toss, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the coin toss. The coin toss shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

### 5.25.3 Recall Procedure

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

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

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

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's records shall be conclusive when used in connection layoff, recall, or other notice to the employee. It shall be the responsibility of the employee to notify the Board of any change in address. Failure to accept an offered position within fourteen (14) calendar days from the date of such offer shall terminate all the employee's employment rights with the District. It is understood that the layoff and recall provisions set forth herein shall not apply to any "provisional employee" as such employees are defined [RCW 28A.405.220](#)

## Section 5.26 Job Share

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

### 5.26.1 Application Procedures

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

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

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

It is expected that the job share partners will jointly develop an application that will have given thorough consideration of all aspects of the position to be shared. Criteria for the plan may be obtained from the District personnel office or from the Anacortes Education Association.

### 5.26.2 Administration Approval

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

### 5.26.3 Financial and Contractual Arrangements

- Continuing contract staff members holding job sharing assignments shall be granted the appropriate annual fractional leave during the period of job sharing.
- Job share participants will qualify for salary advancement; experience credit, sick leave, inservice per diem opportunities, and other benefits as would any other part-time certificated employee.
- It is recommended that job share applicants check the Teachers' Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part time employees and may result in partial or no service credit.

### 5.26.4 Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:

- Offer full-time employment to the remaining job share person;

- Seek a comparable replacement, with remaining partner working full-time until a replacement is found; or
- If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.

5.26.5 It is expected that job share partners will substitute for one another when feasible. This can be handled by:

1. Specifying the number of days, or partial days, each person will work and adjusting workdays to accommodate substituting;
2. If a job share partner is going to be on an extended leave (over twenty consecutive days), the remaining partner will substitute at per diem; or
3. When a job share partner is absent periodically, the remaining partner will substitute at the represented substitute rate of pay.

5.26.6 One job share partner may transfer to another building in order to job share. However, job share positions are not eligible under the voluntary transfer section of the collective bargaining agreement.

5.26.7 Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position.

### **Section 5.27 Job Trade**

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

### **Section 5.28 Provisional Employees**

5.28.1 Notwithstanding the provisions of [RCW 28A.405.210](#), every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by such district, unless:

1. The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or
2. the employee has received an evaluation rating below level 2-Basic on the four-level rating system during the third year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating; or
3. The school district superintendent may make a determination to remove an employee from provisional status if the employee has received a summative rating of 3-Proficient both years of employment by the district. The school district superintendent will make a determination to remove an employee from provisional status if the employee has received a summative rating of 3-Proficient in one year and a summative rating of 4-Distinguished rating in the other year of employment by the district.

### **Section 5.29 Progressive Discipline: Teacher Protection**

5.29.1 No employee shall be disciplined without cause. Other than informal verbal warnings, information forming the basis of the reprimand will be in writing and issued within a reasonable amount of time.

5.29.2 The District agrees to follow a policy of progressive discipline unless the severity or nature of the employee behavior warrants more serious and immediate actions. The progressive steps shall normally be as follows:

1. Discipline Level 1 Oral Reprimand
2. Discipline Level 2 Written Reprimand
3. Discipline Level 3 Suspension; without pay
4. Discipline Level 4 Discharge

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



the meeting

- 5.29.4 Any discipline shall be subject to the grievance procedure hereinafter set forth except that non-renewal or discharge shall be handled in accordance with statutory procedures.
1. The nature and seriousness of the offense.
  2. The employee's past work record.
- 5.29.5 When an administrator calls a meeting with an employee at which meeting the administrator has determined that any of the above forms of discipline will be imposed, the administrator will inform the employee of his/her right to representation.

### **Section 5.30 Release from Contract**

An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

- 5.30.1 A letter of resignation specifying the reason(s) for the resignation must be submitted to the Superintendent's office.
- 5.30.2 A release from contract for an ensuing school year shall be granted provided a letter of resignation is submitted prior to June 1.
- 5.30.3 A release from contract for an ensuing school year may be granted after June 1 provided a satisfactory replacement as determined by the Superintendent can be obtained.
- 5.30.4 A release from contract may be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

### **Section 5.31 Applicability to Grievance Procedure**

- 5.31.1 The Non-Provisional teacher who is, at any time, issued a written notice of probable cause for non-renewal, or discharge by the Superintendent pursuant to this Article shall have ten (10) days following the receipt of said notice to file a notice of appeal as provided by statute or by this Agreement.
- 5.31.2 The provisions of [Article 10, Grievance Procedure](#), shall be applicable to evaluation only as it relates to procedural issues provided that no grievance proceeding shall limit the authority of the school district to proceed with probationary and/or non-renewal action pursuant to the procedures established by state law.
- 5.31.3 The teacher who is, at any time, issued a written notice of probable cause for non-renewal, or discharge by the Superintendent pursuant to this Article shall have ten (10) days following the receipt of said notice to file a notice of appeal as provided by statute or by this Agreement.
- 5.31.4 Non-continuing contract employees shall be subject to all provisions of state law

## **Article 6 Workload**

### **Section 6.1 Preparation Time**

- 6.1.1 Preparation time shall be free from student supervision, parent visitation and duty imposed by an administrator.
- 6.1.2 Classroom teachers who are asked to work through a preparation block to cover another teacher will be compensated for 45 minutes at per diem. (one preparation block equals 45 minutes).
- 6.1.3 K-12 certificated staff who agree to teach under contract during prep time, for a period exceeding forty-five (45) days, will be offered an additional supplemental contract equivalent to .0025 per minute per day. If the certificated staff member is on authorized paid leave during the period of time covered by said additional contract, there will be no reduction in the staff members pay.

### **Section 6.2 Secondary Preparation**

- 6.2.1 Secondary teachers shall have a minimum of 225 minutes of preparation time per week during the student instructional day. Such time will consist of at least five (5) scheduled daily preparation blocks. Four (4) of them will be no less than forty-five (45) minute and one (1) block will be no less than forty (40) minutes on one day released for professional collaboration time or one classroom length in time.
- 6.2.2 The following option is only available under a blocked seven period schedule.
- 6.2.3 Teachers shall have a minimum of 225 minutes of preparation time per week.
- 6.2.4 There will be one preparation period in each schedule rotation of at least one full classroom instructional session in length, but no less than 40 minutes. (A schedule rotation is defined as such: Based on a typical student schedule, one rotation would be when the student has attended each of their

classes one time.)

6.2.5 If the District determines that a schedule change is necessary, this Section shall be reopened

### **Section 6.3 Adjustments in Secondary Preparation Time and Class Size**

6.3.1 The following adjustments are only available under a seven-period schedule. If the District determines that a schedule change is necessary, this Section will be reopened.

6.3.2 The language in this section will not be applicable to Visual Arts, Music, Physical Education, or CTE except by agreement with the District and employee.

6.3.3 Eligible teachers who are willing and whose classroom and content is able to accommodate increased class size, class size numbers maybe increased to the numbers in paragraph 7 below. In exchange for teaching five sections per day as opposed to six sections, resulting in an extra daily preparation period. Teachers receiving the extra preparation period are not eligible for teaching under contract during preparation periods.

6.3.4 Full time 1.0 FTE staff with split assignments (e.g. math and PE) who teach two courses not listed in paragraph (a) will be eligible for the adjustments outlined in this section in one semester, and not eligible in the other semester. The teacher's preference for which semester they receive the double plan will be taken into consideration.

6.3.5 Full time 1.0 FTE staff with split assignments who teach three or more courses not listed in Paragraph (a) will be eligible for the adjustments outlined in this section.

6.3.6 1.0 FTE Choir and Band programs with a zero hour course that meets twice a week for the entire year and provides a program sufficient to give students a .5 credit. The 1.0 FTE Choir and Band instructor will then teach five out of seven sections during the regular instructional day.

6.3.7 Resource room specialists will also receive the double plan period if their full caseload can be accommodated in five sections rather than six. If the master schedule cannot accommodate it, then this language will not be applicable, and it will not be subject to the grievance procedure.

6.3.8 In the event that above is agreed upon, overage compensation in [Article 6 Section 6.9](#), in the semester when the employee receives a double preparation period, will be adjusted for those employees as follows:

- Class average exceeds 32 or individual class exceeds 33 will be compensated at \$5 per day
- Class average exceeds 33 or individual class exceeds 34 at will be compensated with an additional \$7 per day
- Class average exceeds 34 at or individual class exceeds 35 will be compensated with an additional \$10 per day
- Program or subject area specialists will be provided the same number of 45-minute blocks per week as other elementary teachers. Educational Staff Associates shall be provided with an average of at least 45 minutes per day preparation time.

### **Section 6.4 Elementary Preparation**

6.4.1 Elementary K-5 teachers shall have a minimum of 220 minutes of preparation time per week during the student instructional day. Such time will consist of at least five (5) scheduled preparation blocks. Four (4) of them will be forty-five (45) minute blocks and one (1) block will be no less than forty (40) minutes on one day released for Professional Collaboration Time. No more than one day each week can have a double block, and it cannot be on a PCT day.

6.4.2 In addition to the planning time provided for elementary teachers and in exchange for the following additional preparation time, the District may increase the class sizes limits in [Article 6 Section 6.6.3](#) for grades 1 and 2 by one (1) student and in grade 3 by two (2) students before overage compensation begins.

3. The District will have five early release days, as scheduled on the District calendar for the purpose of providing additional planning time for elementary teachers. (2019-2020- early release days: Oct 31st, Dec 20th, Feb 10th, Apr 16th and Jan 24<sup>th</sup>).
4. Twenty (20) minutes of student recess break time without teacher supervisory responsibilities or other imposed duties. Each building can determine how and when this time is scheduled (Mon, Tue, Thur & Fri) Elementary Teachers day on Wednesday starts 15 minutes prior to the student day.
5. Fifteen (15) minutes of teacher directed time immediately following the teacher's thirty-minute lunch.

**Section 6.5 Computation of Class Size**

6.5.1 Class size is defined as the total of those students spending one-half or more of their instructional time in an assigned classroom. This provision shall be subject to the [Article 10 Grievance Procedure](#), only as a Class B Grievance. The decision of the Board of Directors shall be final and binding

**Section 6.6 Elementary Class Size**

6.6.1 The following instructional load standards are established except for traditional large group instruction classes, for which state standards are prescribed, and except when the District because of financial crisis (such as double levy failure, 5% decline in state class size funding for a specific grade as defined by OSPI, will result in an increase in the affected grade level by one student).

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

6.6.3 Class sizes will be determined as follows:

Grade	Student Count
K-3	17*
4	25
5	26
PE, Music, Science specialists	24 Avg (total students rostered by section taught)

\*For adjustments to K-3 class size numbers, please see [Article 6 Section 6.4.2](#)

**Section 6.7 Elementary Classroom Teacher Remedies (Relief of Overload)**

6.7.1 Should classes exceed the above numbers after the first five (5) student days of the school year at the elementary schools or the first five (5) student days of each grading period at the secondary schools (semester/trimester), the District will remedy these overloads with student transfer, addition of staff, new class sections, etc. within ten working days. The District will conduct a count of class sizes on the first working day of each month beginning in October. Elementary school teachers with class sizes exceeding the above class size numbers will receive \$12.00 per student per day retroactive to the first day of the prior month. Elementary specialists will be compensated at that rate according to their roster average for all classes.

6.7.2 The District will make every effort to evenly disperse class sizes equitably through a grade level, excluding teachers who scored a summative rating of 2 or below on the previous year’s comprehensive evaluation.

**Section 6.8 Secondary Class Size**

6.8.1 The District and the Association agree that class size will be maintained to meet the following standards: The following class loads shall be maintained:

Grade/Course	Student Count
6	26 average
Middle School electives, PE and mixed grade level classes	29 average or 32 per class
7 to 8	29 average or 32 per class
9 to 12	29 average or 32 per class*
High School CTE	26 average or 29 per class

Secondary music classes are traditionally large classes and are exempt from these class size limitations

**Section 6.9 Secondary Classroom Teacher Remedies (Relief of Overload)**

6.9.1 The District will conduct a count of secondary classes on the first working day of each month beginning in October. Employees with class sizes exceeding the individual class size or daily average will receive \$10.00 per day per student (or fraction thereof) retroactive to the first day of the prior month.

\*For employees who elected double planning in [Article 6 Section 6.3](#), see overload compensation rates in [Article 6 Section 6.3.8](#).

## **Section 6.10 Special Education**

- 6.10.1 Special Education Teacher Caseloads
- |                              |  |
|------------------------------|--|
| Preschool                    | 24 students (12 in a.m./12 in p.m.) IEPs   |
| K-12 Resource Room           | 25 students  |
| K-12 Life skills, Preschool  | 12 students per class (example: 12 in a.m.,12 in p.m.)   |
| K-12 SLP                     | 50 IEP's   |
| K-12 OT/PT                   | 40 IEP's   |
| Birth-12 Psychologist        | 1,200 students (The Psychologist assigned to Whitney Elementary will have the number 100 added to his/her case load in recognition of non-enrolled children) |
| Birth-K SLP                  | 33 IEP's   |
| Family Resources Coordinator | 50 (prorated to FTE) IFSP  |
- 6.10.2 [Article 6 Section 6.6.1](#), applies to this section with regards to financial crisis. The specific situations will be defined upon contract renewal.
- 6.10.3 The District will conduct a count of the caseloads for each teacher/specialist on the first working day of each month beginning in October. When rosters exceed the above caseload limits, the overage compensation will be retroactive to the previous month.

## **Section 6.11 Special Education Remedies Pre-12 (Relief of Overload)**

- 6.11.1 The teacher/specialist may choose one option from the following menu of overload support per overload:
1. One (1) hour of paraprofessional aide time per day
  2. \$10.00 per day,
  3. One (1) full day of release time per month, not to exceed four full release days per month
- 6.11.2 The teacher/specialist will meet with the Director of Special Services, the building principal, and a union representative to determine a mutually agreeable option for the overload support. The meeting shall take place within 2 weeks of a request made either by the teacher/specialist or the Director of Special Services.
- 6.11.3 The parties will be tasked with mutually agreeing to overload support that will be provided to the teacher/specialist. At the conclusion of the meeting, all parties involved, and the Association President will receive an email with minutes from the meeting, including the mutually agreeable option for overload support, if one was determined.
- 6.11.4 Any party can reconvene the group at any time, as long as the overload still exists, to re-evaluate the effectiveness of the support.
- 6.11.5 Each Special Education staff member shall be eligible for one (1) day of relief time from students per quarter for on-site work devoted to duties related to his/her assignment.
- 6.11.6 For Special Education staff, time for IEP meetings that extend beyond the contracted workday, will time-sheeted and distributed through the school year in blocks of not less than fifteen (15) and not more than sixty (60) minutes each occurrence.
- 6.11.7 The District supports the ESA National Certification process and will provide for the flow through of all of the state appropriations designated for compensation of those certified employees receiving ESA National Certification.
- 6.11.8 WA Aim: Employees responsible for preparing the WA-AIM are entitled to up to three (3) days of release per year for the purpose of preparing the assessment.

## **Section 6.12 Specialists**

- 6.12.1 Librarians, counselors, and other school personnel who do not maintain a regular classroom are not eligible for overload compensation.

## **Section 6.13 Review Team**

- 6.13.1 An advisory process for the purpose of reviewing unusual classroom/support staff loads shall be established.
- 6.13.2 The review team will review class size and teacher/support staff loads, to assure that the assignment of special needs students including but not limited to bilingual, special education and remediation students are not excessively assigned to one classroom teacher/support staff. The focus will be to review

concerns related to teacher/support staff loads and to identify alternative solutions. The process is not an advocacy forum nor an extension of the bargaining process, but a professional/collegial approach to resolving staff concerns. The Review Team will strive to reach a consensus on solving concerns brought to its attention and refer their solutions to the Superintendent.

- 6.13.3 Procedures for establishing teams: Individual classroom teachers or support staff who want their student loads reviewed should contact their building principal first to resolve their concern. If the concern is not solved, they, or their building principal may request, in writing, that their concerns be reviewed. The request should contain the statement of the concern and request(s) to remedy the concern. The written request shall be addressed to the Superintendent and the Association President, who should then review the request and determine the need for further action. If necessary, they will each appoint up to three (3) representatives to review the concern. Written recommendations from the Review Team will be presented to the Superintendent within ten (10) working days.
- 6.13.4 The determination of a final solution, with supporting rationale, will be made by the Superintendent and communicated to all relevant parties in writing within ten (10) working days after the meeting in 2.5.3 above.

#### **Section 6.14 Curriculum Review**

- 6.14.1 In accordance with the Anacortes School District Board Policy, 2020P and [RCW 28A.320.230](#), the Instructional Materials Committee (IMC) is formed to establish and monitor procedures as may be necessary for the evaluation and recommendation of core material used by the district in conformance to stated criteria.
- 6.14.2 The District will notify the Association President when it launches an instructional materials review. Staff representation on the IMC will be appointed by the Superintendent or designee, from a list of interested individuals. At least one member on the committee will be appointed by Association. If there is a stipend, or per diem pay associated with committee work, the Association member will receive full compensation.
- 6.14.3 Core materials shall be selected by Certificated Instructional Staff acting as Materials Selection Committee (MSC) Committee members shall be selected based on mutual agreement between the Association representative, specified in the previous paragraph, and the superintendent or designee.

#### **Section 6.15 New Curriculum Responsibilities**

- 6.15.1 New or different responsibilities as required by the District are defined as the following specific assignment changes:
- Different level moving between the following groups if it has not been taught in the last 5 years:
    - K-3 (Primary Elementary)
    - 4-5 (Intermediate Elementary)
    - 6-8 (Middle School)
    - 9-12 (High School)
  - New content area in grades 7-12 with no training or experience within previous 5 years
  - District adoption, or significant change in curriculum, i.e., major philosophical shift or significant changes in type of instructional materials or methods required
  - Any change in grade level or subject area if it has not been taught within the last five (5) years, and that assignment of subject or grade includes an AP or State Mandated test.
- 6.15.2 Teachers who assume new or different responsibilities as described above will be provided twenty-one (21 hours) for preparation of instructional materials. This will be as release days or a supplemental contract for additional per diem time, as mutually agreed upon. Or, if staff prefer, they can request to be provided at least one of the following options within twelve (12) months of the qualifying new or different responsibilities:
1. One course in the new area for which the District pays tuition and textbook costs (cannot be used with incentive stipend)
  2. One professional in-state conference specifically related to new content area.
  3. One in-service workshop in new content area.
  4. Two days of release time for classroom observations in new content area.
  5. Participation in a district-sponsored training workshop when available.
  6. Other, as approved by the Principal and Superintendent.

#### **Article 7 Salaries, Stipends and Extended Contracts**

- 7.1.1 All salary and compensation increases (including increments, educational advancements, and benefits)

are granted only on the basis that such increases will not cause the District to violate any applicable law, the Appropriations Act or any rules or regulations adopted pursuant to state statutes dealing with salary and compensation issues. In the event any such violations should occur, the District agrees to meet with the Association to determine an appropriate method of adjusting bargaining unit salaries and compensation to a level which will insure conformity to such laws, rules, and regulations. Such adjustment will be made as soon as practical.

## **Section 7.2 Salary Schedules and Stipend Schedule**

- 7.2.1 Association members will be placed on the salary schedule effective with this contract. If the State initiates a State Salary schedule, we will re-open this paragraph of the contract to evaluate the implications. Association members will be placed on the District and Association agreed upon salary schedule. The difference will be calculated on an FTE pro-rata basis for less than full time employees. Unless expressly stated otherwise, all supplemental contracts will be based on the Association member's placement on the Salary Schedule during the term of this contract.
- 7.2.2 The parties acknowledge the necessity to comply fully with the salary and benefit increase limitations imposed by State Law (hereinafter the "Salary Limits"). The parties further acknowledge the complexity of the compliance problems confronting them. Thus, it is not the intent of the parties to make any agreements which would preclude the District from complying with the Salary Limits or vest employees with salaries or benefits in excess of the Salary Limits.
- 7.2.3 In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Pay shall be electronically transmitted to the employee, or a payroll check may be picked-up in person on the last District business day of each month. In December, individuals who wish to pick-up their payroll check in person may do so only on the first District business day in January. Employees receiving their checks in person may request that their payroll check be mailed on the last District business day in December, June, July and August. New employees will be paid by electronic deposit. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made over the same period that the under or overpayment was made and/or made by the end of August in the contract year or at separation.
- 7.2.4 Per Diem Daily Rate  
Per diem shall be calculated at the employee's base salary divided by the number of days in the employee's base contract.

## **Section 7.3 Experience Increments and Educational Advancement**

- 7.3.1 Experience  
Experience increments will be granted based upon proper placement of the District Salary Schedule (Appendix A).  
Employees with ESA certification with prior related non-school experience which qualified for salary schedule placement under Chapter [392-121 WAC](#), shall be credited year-for-year for all such experience without a two-year limit. Existing employees shall have until October 31, 2019, to provide documentation for purposes of this section.  
Degrees, credits and experience will determine placement on the teachers' salary schedule.  
Full experience for previous teaching, whether in or out of the state, will be counted in placing new teachers on the salary schedule.  
Credit for experience shall be allowed on the same basis as the state accepts experience on the statewide salary schedule.  
College teaching will be counted as teaching experience only when the teaching was performed under regular contract. Credit for one (1) years' experience will be granted for three hundred and sixty (360) hours of active instruction during any twelve (12) month period.  
Credit for experience shall be given for active military, Peace Corps, or Vista service which interrupts teaching up to a maximum of three (3) years.
- 7.3.2 Education  
Education increments will be granted by October 1 of each year, retroactive to September 1 of each year, based upon proper placement on the District salary schedule.  
Certificated personnel successfully completing courses that are approved by the Office of Superintendent of Public Instruction for placement on the salary schedule will receive approval for placement on the salary schedule for courses completed prior to September 1 of the contract year and documented by official transcript no later than December 1 of the contract year.  
100 level courses that are accepted by the State for placement on the State allocation model will be

approved for placement on the salary schedule.

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

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

The District will accept clock hour and in-service credits for placement on the District salary schedule that are acceptable for placement by O.S.P.I

#### **Section 7.4 Negotiated Percentage adjustment**

7.4.1 **2019-2020** Each cell base will see IPD (2%) plus 1%, from the current schedule. (3% total increase to each cell)

7.4.2 **2020-2021** Each cell base will see an IPD plus 1% from the 2019-2020 (1% + IPD% total increase to each cell)

#### **Section 7.5 Supplemental Hours**

7.5.1 Supplemental hours are hours provided by the District for training and Professional Development. These are hours that must be worked and documented to be paid. Supplemental hours will be paid at per diem. If a teacher is working in their capacity as a District employee for a conflicting event that is required for their job, they will be paid for the Mandatory Supplemental hours, even if they are unable to attend. All leaves will apply to hours designated as part of the base contract.

7.5.2 The following 36.5 Supplemental Hours will be scheduled throughout the school year:

- Twenty-two (22) hours of District-directed time for professional learning and collaboration will be flexibly scheduled between the two-week period prior to the first day of instruction and the last day of school. Beginning in the 2019-20 school year, seven (7) of these hours (one (1) day) will be part of the employee's base contract. Beginning in 2020-21 school year, an additional 3.5 hours will be part of the employee's base contract.
- Three half days totaling 10.5 hours will be scheduled throughout the school year. These days will be District Directed. Beginning in the 2019-20 school years, seven (7) of these hours (one day) will be part of the employee's base contract. Beginning in the 2020-21 school year, the remaining 3.5 hours will be part of the employee's base contract.
- 2 hours will be performed at each site's annual Open House 2 hours will be flexibly scheduled to complete the Safe Schools course requirements before the deadline.

#### **Section 7.6 Technology Stipend**

7.6.1 The District will compensate teachers with a stipend of 1.65% of base at the individual per diem rate as they integrate technology into their teaching curriculum. This stipend is to support the development of skills and knowledge in service of the district adopted educational technology standards (see APPENDIX G). The District understands that teachers will make individual choices within these standards and will not direct or evaluate these choices.

#### **Section 7.7 Supplemental Contracts**

7.7.1 This earned compensation will be time sheeted on site and authorized by a supplemental contract for specific duties. Contracts offered in hours will be time sheeted and paid per diem. Extended contracts shall be granted on the following basis:

7.7.2 Secondary counselors - maximum 77 hours (11 days) before/after the regular contracted year for the purposes of academic advisement, student scheduling, and other necessary parent/student contacts.

7.7.3 Fourth and fifth grade elementary teachers – maximum 9 hours worked on site for the purpose of curriculum implementation. In lieu of pay, a fourth or fifth grade teacher may receive one day of release for the purpose of curriculum implementation.

7.7.4 High School Librarian: maximum 35 hours (5) days before/after the regular contracted year for the purposes of managing textbooks.

7.7.5 Vocational home economics teachers shall be reimbursed for a maximum additional number of hours

for home visitations and state conferences, as determined by allowing one and one-half 1-1/2) hours per vocational student per year. Certificated employees providing the extra services shall be reimbursed at their respective annual contracted hourly rates.

- 7.7.6 New Staff orientation – staff new to the district will be provided a \$250 stipend for 7 hour orientation prior to the first day of scheduled work. This will include training in certification/renewal process, review of the district's instructional framework, and evaluation process, leave benefits, and an opportunity to talk to Association leadership.
- 7.7.7 HIV/AIDS parent instructional night. The District Nurse, and or all certificated teachers who are required to participate, will receive 3 hours per diem compensation for planning and presenting a parent informational meeting.
- 7.7.8 In order to deal with the mandates specified in [RCW 28A.210.320](#) the head Nurse will receive a minimum of 10 days prior the start of school, to assess medication or treatment orders for incoming students. Additional days may be approved by the Superintendent or designee on a need basis.
- 7.7.9 Teachers whose classes are expected to attend Camp Orkila or Mountain School will be provided a \$100 stipend per night.
- 7.7.10 Employees who are required by the District to move classrooms, requiring the preparation and packing materials, as well as the design of a new classroom, will receive two days (14 hours) of compensation at per diem. This is to recognize the impact of packing and unpacking and set-up the new classroom.
- 7.7.11 Travel Reimbursement Travel reimbursement will be consistent with current Board policy

#### **Section 7.8 Specialist/Itinerant Staff Member**

- 7.8.1 Each specialist and itinerant staff member (nurses, OTs, PTs, school psychologists and SLPs) shall be reimbursed up to \$165 for costs associated with required position required state licensure.

#### **Section 7.9 Extended Days**

- 7.9.1 Extended contracts will be calculated as supplemental contracts for compliance purposes.

#### **Section 7.10 Curriculum Development Pay**

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

#### **Section 7.11 Vacation Compensation**

- 7.11.1 All Certificated teaching staff who have worked in the Anacortes School District for more than twenty (20) service years shall annually receive two (2) days of vacation time. Two additional days will be provided at twenty-five (25) years' service. This benefit will be prorated to the staff members FTE. Vacation leave can only be used during non-contracted days and will be paid on the June paycheck.
- 7.11.2 This benefit results in compensation that creates a higher salary which recognizes a higher level of service due to greater experience in the district. The payment is therefore a payment for additional service and is earnable compensation.

#### **Section 7.12 National Board Recognition**

- 7.12.1 The district supports the National Board Certification process and will provide for the flow through of all of the state appropriations designated for compensation of those certified employees receiving National Board Certification.

#### **Section 7.13 Early notification of retirement or resignation**

- 7.13.1 Certificated employees will receive a payment of CREDIT (or less based on FTE) for early notification of planned retirement/resignation from their full position. The process is as follows
  - The employee must submit a letter of retirement/resignation by February 1 to the district's Human Resources department signaling intent to retire or resign on June 30 of the same year
  - The School Board will act on the resignation/retirement letter at their regular business meeting in February. Once board action takes place it becomes non-revocable.
  - The lump sum \$750 (or less based on FTE) payment will be processed no later than July 31 of that year.



## **Section 7.14 Compensation for Substitutes**

- 7.14.1 Represented substitutes shall receive \$175 per day each school year. This daily rate shall increase by the implicit price deflator each school year.
- 7.14.2 Persons placed on the re-hire list; temporary employees contracted for more than thirty-one days; and retirees within the immediate past two (2) school years will be compensated at the daily rate \$185. This daily rate shall increase by the implicit price deflator each school year.
- 7.14.3 Represented substitutes who have been employed twenty-one (21) consecutive days or more in one assignment shall be paid at a per diem rate based upon their appropriate position on the salary schedule, effective on the 21st day of employment in one assignment.
- 7.14.4 Leave replacement employees are those hired to replace regular employees whom the Board has granted a specific leave. Leave replacement employees will be placed at their appropriate position on the salary schedule effective the first day of assigned leave replacement and then will be subject to all terms and conditions of this agreement, except that non-continuing contracts issued for less than forty-five (45) working days will not be eligible for insurance benefits. Beginning January 1, 2020, employees are eligible pursuant to the laws and regulations of SEBB.
- 7.14.5 Classroom teachers asked to temporarily absorb extra students from other classes will receive the represented substitute pay, pro-rated. Elementary teachers asked to share students from a class will split the cost of this substitute pay amongst the affected teachers. Secondary teachers asked to share students for a class period will split the cost of the pro-rated substitute pay per class period amongst the affected teachers.
- 7.14.6 Non-classroom teachers who cover a classroom during their day will receive additional compensation equal to the represented substitute compensation, pro-rated.

## **Section 7.15 TRI Incentive Program Activities**

- opening and closing of school,
- orderly check-in/check-out procedures,
- reviewing and researching content standards
- research, development and preparation of classroom management and daily practice strategies
- preparation of classroom environment to support student learning needs
- preparing, scoring/grading student assessments,
- analysis of student assessment to facilitate increased achievement and closing achievement gaps
- student progress reports
- team planning, activities that directly support the State's educational reform efforts,
- collaboration/communication with colleagues
- collaboration/communication with community and parents to facilitate closing achievement gaps
- professional development, clock hours or credits in an educational program appropriate to the teachers' discipline, earned outside the normal contracted hours.
- development and preparation on the employees individual professional growth plan
- other activities related to the District's instructional framework approved by the building principal/program director.

## **Article 8 Certificated Educator Evaluation**

### **Section 8.1 Introduction**

- 8.1.1 The Anacortes School District and the Anacortes Education Association establish evaluative criteria in accordance with Sec. 1. [RCW 28A.405.100](#). with the understanding that guidelines and forms may need to be revised as OSPI develops rules and regulations.
- 8.1.2 Within each school, the principal shall be responsible for the evaluation of teachers assigned to that school. However, a teacher assigned to more than one school shall be evaluated by an administrator assigned to that task provided such teacher is notified.
- 8.1.3 Either the Superintendent or principals may designate other administrators to perform evaluations.
- 8.1.4 Should the minimum criteria for the evaluation of the professional performance capabilities and

development of certificated classroom teachers be amended, in the year that the amendments occur, the affected sections in this article will be reviewed and revised to the mutual agreement of both the administration and the association.

## **Section 8.2 Definitions**

8.2.1 All Definitions related to evaluation are cited in [WAC 392-191A-030](#)

## **Section 8.3 Professional Development**

8.3.1 Principals and/or District administration will meet with all teachers new to the District, prior to the beginning of the school year or their first day in the classroom, to review and discuss the evaluation process in order to develop mutual understanding of the evaluation procedure and purpose

## **Section 8.4 State Criteria and scoring**

8.4.1 The eight criteria of the evaluation system include:

- Centering instruction high expectations for student achievement;
- Demonstrating effective teaching practices;
- Recognizing individual student learning needs and developing strategies to address those needs;
- Providing clear and intentional focus on subject matter content and curriculum;
- Fostering and managing a safe, positive learning environment;
- Using multiple student data elements to modify instruction and improve student learning;
- Communicating and collaborating with parents and the school community.
- Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

8.4.2 Criteria Performance Scoring

1. The following four-level rating system will be used to evaluate certificated classroom teachers and describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance ratings are:

level 1 - unsatisfactory;

level 2 - basic;

level 3 - proficient;

level 4 - distinguished.

2. A classroom teacher shall receive one of the four performance ratings for each of the eight criteria. (See appendix EVAL-#1 Criterion Chart, & appendix EVAL-#2 Criterion scoring methodology)

8.4.3 Student Growth

Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. (appendix EVAL-#3 student growth rubric)

8.4.4 Summative Performance Rating

A classroom teacher will also receive an overall summative performance rating for the evaluation as a whole. This score is determined by totaling the eight (8) criterion-level scores as follows (See appendix EVAL-#4 Summative Score Spreadsheet & appendix EVAL-#4b Summative Score Chart)

a. 8-14 – Unsatisfactory (1)

b. 15-21 – Basic (2)

c. 22-28 – Proficient (3)

d. 29-32 – Distinguished (4)

Certificated classroom teachers with a summative rating of distinguished will be recognized with a letter of congratulations from the Superintendent.

## **Section 8.5 Instructional Framework**

8.5.1 Anacortes School District uses the University of Washington "5-Dimensions of Teaching and Learning"

instructional framework, approved by OSPI, (See appendix EVAL-#5 5D Glossary, & appendix EVAL-#6 5D Rubric)

- 8.5.2 At the conclusion of each bargained agreement, both the district and the association have the right to request a review of the instructional framework. If a review is requested, a committee comprised of at least two District appointed members and at least two Association appointed members will be tasked with reviewing the effectiveness of the instructional framework. The committee will take into consideration how other frameworks are being used in other districts and the committee will make a recommendation to the full bargaining teams by the end of the school year.

## **Section 8.6 Comprehensive Evaluation**

8.6.1 The following staff shall receive a comprehensive summative evaluation:

1. All classroom teachers shall receive a comprehensive evaluation at least once every six (6) years.
2. All classroom teachers who are provisional employees shall receive a comprehensive evaluation each year of their provisional status under [RCW 28A.405.220](#)
3. Any classroom teacher who received a comprehensive evaluation rating of level 1 or level 2 in the previous school year shall receive a comprehensive evaluation the following year;
4. A continuing classroom teacher who is involuntarily placed into a teaching position with a substantive change in assignment, as defined in Article III section 7, during the year they will be receiving a Comprehensive Evaluation, will be provided with the same provisions granted in SECTION 8—Support for Basic and Unsatisfactory, paragraph B. This teacher must also receive their first formal observation before October 15th and if this observation results in specific performance concerns, they will be granted the provisions in listed in SECTION 8—Support for Basic and Unsatisfactory, paragraph C.

(See appendix EVAL-#12 pathways)

8.6.2 Process: The comprehensive evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive evaluation rating. (appendix EVAL-#6 5D Rubric)

- Student Growth

1. Student Growth Goal for Indicators SG-3, SG-6 and SG- 8 will be determined on a student growth goal setting form. (appendix EVAL-#7 Initial Student Growth Conference template)
2. Student achievement that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth impact score. Teachers who instruct the same students in the same content area over consecutive years may use two points in time within those years. (appendix EVAL-#3 Student Growth Rubric)
3. The Anacortes School District will offer professional learning time and guidance for all classroom teachers to participate in a professional learning community (PLC) that may be used to satisfy the student growth requirements, defined in State Criteria.
4. Evaluators will add up the raw score on these indicators and the employee will be given an overall score of low, average or high based on the scores below (see appendix EVAL-#8 follow up Student Growth Conference template)
  - a. 5-12 = Low
  - b. 13-17 = Average
  - c. 18-20 = High

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

a. The following are the only outcomes of the student growth impact rating analysis:

- i. Certificated classroom teachers with a preliminary rating of Distinguished with low Student Growth impact will receive a Proficient rating.
- ii. The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and High Student Growth impact rating will be reviewed by the evaluator's supervisor, and may receive a higher rating.
- iii. Certificated classroom teachers with a Low Student Growth rating will be subject to the provisions of [WAC 392-191A-100](#)

## **Section 8.7 Formal Observations**

- 8.7.1 During each school year all classroom teachers shall be formally observed, for the purposes of evaluation, in the performance of their assigned duties. An employee in the third year of provisional status as defined in [RCW 28A.405.220](#) shall be observed at least three (3) times.
- 8.7.2 Observations will not take place on the day before or immediately after breaks, and on the days of an extended secondary assembly, unless requested by the employee.
- 8.7.3 Evaluators will provide employees with a list of potential dates and times and they will mutually agree on when the observation will take place. Evaluators will make every attempt to offer at least one option that is not on a half day.
- 8.7.4 The first of at least two (2) prearranged observations for each continuing employee shall be conducted within the first sixty (60) school days of the first day of instruction.
- 8.7.5 The final formal observation shall occur prior to April 1st
- 8.7.6 Each formal observation shall be not less than thirty (30) minutes and the total observation time for each employee for each school year shall be not less than sixty (60) minutes.
- 8.7.7 The evaluator will document all formal observations using the negotiated form (appendix EVAL-#6 5D Rubric & appendix EVAL-#9 teacher observation scoring)
- 8.7.8 Pre-Observation Conferences (See appendix EVAL-#10a Pre Observation Conference template)
1. A pre-observation conference shall be held prior to each formal observation.
  2. The teacher and evaluator will mutually agree when to conference.
  3. The purpose of the conference is to discuss the employees goals, agree on a date and time for the formal observation, and to discuss matters that would demonstrate meeting scoring criteria such as;
    - (a) The professional activities to be observed
    - (b) The content of the lesson
    - (c) Objectives of the lesson
    - (d) Educational strategies
    - (e) And possible observable evidence
  4. Formal Observations will occur no later than ten (10) work days after the pre-observation meeting
- 8.7.9 Post-Observation Conference
1. The post-observation conference will be confidential and occur no later than five (5) work days after the formal observation.
  2. The purpose of the conference is to review the evaluator's evidence related to the instructional framework during the observation. Additional evidence supplied by the teacher may be submitted
  3. The results of the observation will be documented on the negotiated form, and the employee will be provided with a copy thereof within three days.
  4. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible suggestions, cited on the rubric, to remedy the concern and will include this in the negotiated form.
  5. After the second post-observation conference and before April 11th , if the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they shall be granted the following additional opportunities:
    - a. An additional formal observation conducted by a mutually agreed upon evaluator,
    - b. A mutually agreed upon evaluator to review the evidence.

## **Section 8.8 Informal Observation**

1. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be requested by either the evaluator or the teacher to collect additional evidence.
2. An evaluator may conduct any number of informal observations
3. Informal observations do not have to be in the classroom; department or collegial meetings may be used.
4. All informal observations may be documented in writing and a copy will be provided to the teacher

within five (5) work days of the observation. However, if there is an area of concern based on any such informal observation, the teacher shall be notified in writing in order for the evidence to be used in the evaluation process. (see appendix EVAL-#11 walkthrough observation form)

5. Any time after an informal-observation, a teacher or Principal may request a post-informal observation conference to discuss what was observed.

### **Section 8.9 Evidence and Artifacts**

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.
2. The teacher may provide additional evidence and artifacts to aid in the assessment of the teachers' professional performance against the instructional rubric, especially for those criteria not observed in the classroom
3. This collection of evidence will be accomplished openly and whenever possible, jointly.
4. Up to five (5) work days after the final post observation conference, a teacher has the right to submit artifacts and evidence, however it is not required.
5. All evidence, measures, artifacts and observations used in developing the final evaluation score must be a product of the school year in which the evaluation is conducted.
6. The evidence provided by the teacher will be incorporated on the negotiated form and it will be a factor in determining the final evaluation score

### **Section 8.10 Record-Keeping**

All Physical documents, including instructional rubric, artifacts, teacher's written comments, if applicable, and forms, shall be moved to the teacher's personnel file at the end of the school year.

Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file.

### **Section 8.11 Electronic Monitoring**

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

### **Section 8.12 Final Comprehensive Evaluation Conference shall occur no later than April 10th**

- 8.12.1 For staff who receive performance ratings that result in a summative score of proficient after the second formal observation, the comprehensive evaluation will be considered satisfied and no further actions will be required. The administrator and teacher may mutually agree to schedule up to two (2) additional observations if the teacher wants to achieve distinguished rating
- 8.12.2 For staff who receive a performance rating that results in a summative score of (2) basic or (1) Unsatisfactory, after the second formal observation, the evaluator and teacher shall meet to discuss the teacher's score. Each indicator will be reviewed. If a teacher receives performance ratings of (3) or higher for an indicator in both observations, then that indicator will receive a minimum score of (3) If a teacher receives a performance rating of less than (3) in either of the observations, the evaluator may determine that further evidence is required from artifacts, walk-through or conversation. If this further evidence indicates a reasonable rationale of proficiency, that indicator will receive a minimum score of (3). If this further evidence indicates reasonable rationale that the indicator is below proficient performance, that indicator may be scored less than proficient. The final score, including the student growth score, will be determined by an analysis of evidence. If the analysis still indicates a summative score of (2) basic or below, then no later than April 15th, the administrator will schedule at least one additional observation.
- 8.12.3 The teacher will sign two (2) copies of the Final Summative Evaluation Report (See appendix EVAL-#4 Summative Score Spreadsheet). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

### **Section 8.13 Focused Evaluation Option**

- 8.13.1 In the years when a comprehensive evaluation is not required, classroom teachers who received a comprehensive evaluation performance rating of level 3 or above in the previous school year are only required to complete a focused evaluation. A focused evaluation includes an assessment of only one of the eight criteria selected for a performance rating plus professional growth activities specifically linked

to the selected criteria.

- 8.13.2 A teacher may stay on the Focused Evaluation for three (3) years before returning to the comprehensive evaluation. However, the teacher or evaluator can initiate a move from Focused back to comprehensive evaluation.
- 8.13.3 Pursuant to [WAC 392-191A-110](#) If the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply: School districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year.
- 8.13.4 The conduct of the focused evaluation of classroom teachers will be pursuant to [WAC 392-191A-120](#).
- 8.13.5 The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- a. The employee will be given an overall student growth impact score of low, average or high based on the performance score received in the student growth rubrics of the selected criteria.
  - b. Pursuant to [RCW 28A.405.100](#) sec 1 (12) c vi: A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for certification renewal. The Anacortes School District will offer professional learning time and guidance for all teachers which will support the State student growth requirements and one State Criteria, for the focused evaluations.
- 8.13.6 Staff who attend a minimum of ten (10) District Directed PLC days, outlined in paragraph D2 above, and who follow their guidance and instruction on all professional growth activities, will receive a minimum summative score of 3-Proficient. Staff who do not attend the minimum requirements, or who are focusing on criteria other than the one selected for PLC, will be responsible for producing evidence of proficiency in their selected Criteria. The work done in the focused evaluation and the PLC meetings will be aligned with the State PGP.

#### **Section 8.14 Support for Basic and Unsatisfactory**

- 8.14.1 The Association will be notified when any teacher is judged below 3-Proficient after the final conference
- 8.14.2 When a teacher is judged below 3-Proficient, the following conditions and provisions will be granted to the employee to support their professional development
1. The teachers class size will not exceed the limits established in this agreement
  2. The teacher will be granted up to four (4) days additional leave to observe a colleagues' instruction. The principal or evaluator will offer guidance as to the appropriate use of the leave.
  3. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below proficient, the teacher must be formally observed before October 15th the following year. If the 1st formal observation in the following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to the completion of the comprehensive evaluation. The teacher improvement plan developed by the evaluator in conjunction with the teacher may include, but is not limited to:
    - a. University course work,
    - b. Peer coaching,
    - c. A mentor will be assigned to work with the employee for a minimum of eight (8) weeks, four (4) hours per week. The district will provide for and pay for the mentor.
    - d. Reading material,
    - e. District or ESD staff development courses.
  4. This district will pay for any required in-service training.

#### **Section 8.15 Probation**

- 8.15.1 At any time after October 15th, a classroom teacher whose work is judged not satisfactory based on the district scoring criteria for the comprehensive evaluation, shall be placed on probation and notified in writing of the specific areas of deficiencies along with a written reasonable program for improvement.
- 8.15.2 During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
- 8.15.3 The establishment of a probationary period does not adversely affect the contract status of an

- employee within the meaning of [RCW 28A.405.300](#)
- 8.15.4 Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
- The following comprehensive summative evaluation performance ratings based on the evaluation criteria in Section 4—State Criteria, subsection D, a classroom teacher's work is not judged satisfactory:
    1. Level 1; or
    2. Level 2 if the classroom teacher is a continuing contract employee under [RCW 28A.405.210](#) with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
  - In the event that an evaluator determines on the basis of the evaluation criteria, that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following
    1. The evaluation report prepared pursuant to the provisions of [Section 8.6—Comprehensive Evaluation](#) above and;
    2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance
- 8.15.5 If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status. Before being placed on probation, the Association and the teacher shall be given notice of action by the Superintendent. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of [RCW 28A.405.300](#). The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. The notice of action shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
  2. A suggested specific and reasonable program for improvement
  3. A statement indicating the duration of the probationary period
- 8.15.6 A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation and will include support, listed in [Section 8.8](#)— Support for Basic and Unsatisfactory, provided and funded by the district, and the dates that those supports will be put in place.
- 8.15.7 Evaluation During the Probationary Period
- 8.15.8 At or about the time of delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken
- 8.15.9 Once the areas of deficiency and criteria for improvement have been determined, they may not be changed without evidence and notification to Association
- 8.15.10 During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of [Section 8.6](#)—Comprehensive Evaluation, above shall apply to the documentation of

Observation reports during the probationary period

- 8.15.11 The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation
- 8.15.12 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- 8.15.13 If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of:
    1. Level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience; or
    2. Level 3 or above for a continuing contract employee with more than five years of experience.
- 8.15.14 Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210
- 8.15.15 Evaluator's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved and which shall set forth one(1) of the following recommendations for further action
1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify an extension of the probationary status. This should be accompanied by a letter identifying areas where further improvement is required; or
  3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment of the teacher
- 8.15.16 Action by the Superintendent. Following a review of the evaluator's post-probation report, the Superintendent shall determine which of the courses of actions is proper and shall take appropriate action to implement such a determination
- 8.15.17 A teacher who fails to successfully complete the probationary process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- 8.15.18 Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teachers file for the length of time mandated by State law and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed upon request.
- 8.15.19 Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement. The teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

### **Section 8.16 Non-Renewal (Discharge).**

- 8.16.1 When a continuing contract teacher with five (5) or more years of experience receives a comprehensive evaluation rating below 2- Basic for two consecutive years, the district shall, within ten (10) days of the completion of the second Final Evaluation Conference, or May 1st whichever occurs first, implement



the employee notification of non-renewal (discharge) as provided in [RCW.28A.405.300](#)

**Section 8.17 Provisional Employees.**

See [Article 5 Section 5.28](#) Provisional Employees.

**Section 8.18 Applicability to Grievance Procedure**

See [Article 5 Section 5.31](#)

**Section 8.19 Evaluator**

- 8.19.1 No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures; including observation and the use of the specific instructional framework and rubric contained in this agreement. All certificated classroom teachers will be evaluated by an administrator who holds a valid certificate and meets the requirements to evaluate teachers per law.

**Article 9 Certificated Support Personnel Evaluation**

**Section 9.1 Introduction**

- 9.1.1 The primary purpose for the CSP evaluation procedures set forth, shall be identical to the purpose of the regular teacher evaluation procedure to improve the educational program by improving instructional performance

**Section 9.2 Definitions and Minimum Criteria**

- 9.2.1 All Definitions related to CSP evaluation are cited in [WAC 392-191A-030](#).  
9.2.2 Minimum Criteria for CSP evaluation is cited in [WAC 392-191A-220](#). These criteria form the basis for CSP evaluation in this agreement.

**Section 9.3 Evaluator**

- 9.3.1 Principals shall meet with all teachers/CSPs new to the District to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, process, procedure and purpose.  
9.3.2 Within each school, the building principal or their designee shall be responsible for the evaluation of teachers/CSPs assigned to that school. However, a teacher/CSP assigned to more than one school shall be evaluated by an administrator assigned to that task provided such teacher/CSP is notified in advance of the administrator so assigned.  
9.3.3 No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures; including observation and the use of the specific instructional framework and rubric contained in this agreement. All CSP will be evaluated by an administrator who holds a valid certificate and that meets the requirements to evaluate teachers per law.

**Section 9.4 Criteria and scoring**

- 9.4.1 Summative Performance Rating  
9.4.2 A CSP will receive an overall summative performance rating for the evaluation as a whole.  
9.4.3 This score is determined by assessing the criterion-level scores.  
a. Unsatisfactory (1)  
b. Basic (2)  
c. Proficient (3)  
d. Distinguished (4)  
9.4.4 A CSP with a summative rating of distinguished will be recognized with a letter of congratulations from the Superintendent.

**Section 9.5 Comprehensive Evaluation**

- 9.5.1 Frequency  
A CSP shall receive a comprehensive evaluation at least once every six (6) years.  
All CSP who are provisional employees shall receive a comprehensive evaluation each year of their provisional status under RCW 28A.405.220  
Any CSP who received a comprehensive evaluation rating of level 1 or level 2 in the previous school year shall receive a comprehensive evaluation the following year;

- 9.5.2 Process: The comprehensive evaluation will assess evaluation criteria specified in CSP appendix A, and all criteria must contribute to the comprehensive evaluation rating.

### **Section 9.6 Formal Observations**

- 9.6.1 During each school year all CSP shall be formally observed, for the purposes of evaluation, in the performance of their assigned duties. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times.
- 9.6.2 Within the first sixty (60) school days, evaluators will provide employees with a list of potential dates and times and they will mutually agree on when the first observation will take place.
- 9.6.3 The final formal observation shall occur prior to April 1st.
- 9.6.4 Each formal observation shall be at least thirty (30) minutes in length and the total observation time for each employee for each school year shall be at least sixty (60) minutes.
- 9.6.5 The evaluator will document all formal observations.

### **Section 9.7 Pre-Observation Conferences**

- 9.7.1 A pre-observation conference shall be held prior to each formal observation.
- 9.7.2 The CSP and evaluator will mutually agree when to conference.
- 9.7.3 The purpose of the conference is to discuss the employee's goals, agree on a date and time for the formal observation, and to discuss matters that would demonstrate meeting scoring criteria.
- 9.7.4 Formal Observations will occur no later than ten (10) workdays after the pre-observation meeting.

### **Section 9.8 Post-Observation Conference**

- 9.8.1 Each certificated support personnel must have the opportunity for a minimum of two confidential post-observation conferences during each school year with his/her principal or principal's designee either following receipt of the written observation results, or at a time mutually satisfactory to the participants. The sole purpose of each such conference must be to provide additional information to aid the principal or his/her designee in evaluating the certificated support person (e.g., providing direction, assistance, guidance, encouragement to the employee). re: WAC 392-191A-230 (3)
- 9.8.2 The post-observation conference will occur no later than five (5) workdays after the formal observation.
- 9.8.3 The results of the observation will be documented, and the employee will be provided with a copy thereof within three days.
- 9.8.4 If there is an area of concern, the evaluator will identify specific concerns.
- 9.8.5 After the second post-observation conference and before April 11th, if the CSP believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they shall be granted the following additional opportunities:
- 9.8.6 An additional formal observation conducted by a mutually agreed upon evaluator. A mutually agreed upon evaluator to review the evidence.
- 9.8.7 The results of the observation will be documented, and the employee will be provided with a copy thereof within three days.

### **Section 9.9 Informal Observation (Walkthrough)**

- 9.9.1 An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be requested by either the evaluator or the CSP to collect additional evidence. An evaluator may conduct any number of informal observations.
- 9.9.2 All informal observations may be documented in writing and a copy will be provided to the teacher within five (5) workdays of the observation. However, if there is an area of concern based on any such informal observation, the teacher shall be notified in writing in order for the evidence to be used in the evaluation process.
- 9.9.3 Any time after an informal-observation, a CSP or the evaluator may request a post-informal observation conference to discuss what was observed.

### **Section 9.10 Record-Keeping & Electronic Monitoring**

- 9.10.1 All physical documents, including instructional rubric, artifacts, teacher's written comments, if applicable, and forms, shall be moved to the teacher's personnel file at the end of the school year. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file.

### **Section 9.11 Final Comprehensive Evaluation Conference shall occur no later than April 10th**

- 9.11.1 For CSP who receive performance ratings that result in a summative score of proficient after the

second formal observation, the comprehensive evaluation will be considered satisfied and no further actions will be required. The administrator and teacher may mutually agree to schedule up to two (2) additional observations if the teacher wants to achieve distinguished rating.

- 9.11.2 For staff who receive a performance rating that results in a summative score of (2) basic or (1) Unsatisfactory, after the second formal observation, the evaluator and teacher shall meet to discuss the teacher's score. The administrator will schedule at least one additional observation. The CSP will sign two (2) copies of the Final Summative Evaluation. Each CSP shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The CSP may attach any written comments to observations and to the final annual evaluation report as well.

### **Section 9.12 Focused Evaluation Option**

- 9.12.1 Focused evaluation procedures will follow guideline under RCW 28A.405.100.
- 9.12.2 In the years when a comprehensive summative evaluation is not required, CSPs who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year are only required to complete a focused evaluation.
- 9.12.3 A teacher may only stay on the Focused Evaluation Option (FEO) for three (3) years before returning to the comprehensive evaluation. However, the teacher or evaluator can initiate a move from the FEO back to the comprehensive summative evaluation. D. Focused evaluation may include either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the accepted criteria of at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. A. Focused evaluation should emphasize professional growth and must provide that the professional growth activity conducted by the CSP be specifically linked to one or more of the CSP evaluation criteria.

### **Section 9.13 Support for Basic and Unsatisfactory**

- 9.13.1 The Association will be notified when any CSP is judged below 3- after the final conference.
- 9.13.2 When a CSP is judged below 3-Proficient, the following conditions and provisions will be granted to the employee to support their professional development.
- 9.13.3 The CSP caseloads will not exceed the limits established in this agreement.
- 9.13.4 The CSP will be granted up to four (4) days additional leave to observe a colleagues' instruction. The principal or evaluator will offer guidance as to the appropriate use of the leave.
- 9.13.5 In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below proficient, the teacher must be formally observed before October 15th the following year. If the 1st formal observation in the following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to the completion of the comprehensive evaluation. The CSP improvement plan developed by the evaluator in conjunction with the CSP may include, but is not limited to:
- University course work,
  - Peer coaching,
  - A mentor will be assigned to work with the employee for a minimum of eight (8) weeks, four (4) hours per week. The district will provide for and pay for the mentor,
  - Reading material,
  - District or ESD staff development courses.
- 9.13.6 This district will pay for any required in-service training.

### **Section 9.14 Probation**

- 9.14.1 At any time after October 15th, a classroom teacher whose work is judged not satisfactory based on the district scoring criteria for the comprehensive evaluation, shall be placed on probation and notified in writing of the specific areas of deficiencies along with a written reasonable program for improvement.
- 9.14.2 During the period of probation, the employee may not be transferred from the supervision of the original evaluator. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300
- 9.14.3 Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
- 9.14.4 Details of this process are outlined in Section 4. Evaluation and Probationary Procedures under Section

9 - Probation.

9.14.5 Probationary guidelines for CSP follow those for other certificated teachers governed under this agreement.

**Section 9.15 Non-Renewal (Discharge)**

9.15.1 When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating below 2 - Basic for two consecutive years, the district shall, within ten (10) days of the completion of the second Final Evaluation Conference, or May 15th, whichever occurs first, implement the employee notification of non-renewal (discharge) as provided in RCW.28A.405.300

**Section 9.16 Provisional Employees.**

9.16.1 See [Article 5 Section 5.27 Provisional Employees](#).

**Section 9.17 Applicability to Grievance Procedure**

9.17.1 See [Article 5 Section 5.31](#)

**Article 10 Conflict Resolution and Grievance Procedure**

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

**Section 10.2 Definitions as used in this statement**

10.2.1 **'Days'** as used herein shall mean regular teacher contracted workdays except that after the last regular teacher contracted workday, days shall mean District business days.

10.2.2 **Grievances** are of two classes:

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

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

10.2.5 A **conflict** is a misunderstanding, disagreement, or discord in the work environment.

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

**Section 10.3 Representation**

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

**Section 10.4 Freedom from Reprisal**

10.4.1 There shall be no reprisals by the School District or administrative personnel against any aggrieved party or local Association representative for reason of his participation in the processing of a grievance in accordance with the provisions of [RCW 41.59.140](#).

**Section 10.5 Step I, Class A & B**

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

**Section 10.6 Step II, Class A & B**

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

disposition of the grievance shall be furnished to the aggrieved.

**Section 10.7 Step III, Class A & B**

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

**Section 10.8 Step IV, Class B Only**

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

**Section 10.9 Step V, Class A only from this point on**

- 10.9.1 If no settlement is reached in Step III and the grievance falls within the terms of the Class A definition, then the grievant may, in writing, within ten (10) days thereafter, request that the matter be submitted to an arbiter for prompt hearing as hereafter provided in 5.1 - 5.4 inclusive:
- 10.9.2 Written notice of a request for arbitration shall be made to the superintendent within ten (10) days of receipt of the decision in Step III.
- 10.9.3 The issue must involve the interpretation or application of a specific provision of this Agreement.
- 10.9.4 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.
- 10.9.5 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.
- 10.9.6 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 upon both parties, provided, however, in arriving at such decisions, neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**Section 10.10 Arbitration Costs**

- 10.10.1 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.
- 10.10.2 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.

**Section 10.11 Personnel Files**

- 10.11.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

**Section 10.12 Exclusion of certain matters**

- 10.12.1 Matters for which another method of review is required by law and/or exempted by the terms of this Agreement shall be excluded from this grievance procedure.

**Section 10.13 Time Limits**

- 10.13.1 The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best

efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

**Section 10.14 Grievance and Arbitration Hearings**

Arbitration proceedings shall be in accordance with the following:

- 10.14.1 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.
- 10.14.2 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.
- 10.14.3 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.
- 10.14.4 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.
- 10.14.5 Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**Section 10.15 Assistance in Investigations**

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

**Section 10.16 Release from Duty**

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

**Section 10.17 Exclusions**

- 10.17.1 Appeal of non-renewal due to implementation of the Reduction in Force and Recall provisions of the Agreement is excluded from the grievance procedure.
- 10.17.2 Individuals facing discharge shall elect either the statutory or grievance process.