

Signed
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TEACHER CONTRACT

1975-1976

CONTRACT BETWEEN THE ANACORTES EDUCATION ASSOCIATION AND
THE SCHOOL DISTRICT, #103
JULY 1, 1975 TO JUNE 30, 1976

TABLE OF CONTENTS

	Page
PREAMBLE	
ARTICLE I: ADMINISTRATION	1
Section 1. Determining the Employees' Organization	1
Section 2. Exclusive Recognition	1
Section 3. Status of the Contract	2
Section 4. Contract Compliance	2
Section 5. Contract Administration	3
Section 6. Conformity to Law	3
Section 7. Distribution of Contract	3
Section 8. Contracting Out	3
Section 9. Reopener Clause	4
Section 10. Appendices	4
ARTICLE II: BUSINESS	
Section 1. Payroll Deductions	4
Section 2. Other Deductions	4
Section 3. Management Rights	5
Section 4. Association Rights	5
Section 5. Federal, State and/or Private Funding	7
Section 6. District/Citizen's Advisory Committees	7
ARTICLE III: PERSONNEL	
Section 1. Employee Rights	7
Individual Rights	7
Right to Join and Support Association	8
Right to Due Process	8

	Page
Section 2. Academic Freedom	9
Section 3. Personnel Files	9
Section 4. Evaluation for Improvement of Instruction	10
Section 5. Evaluation and Probationary Procedures	14
Section 6. Employee Protection	26
Section 7. Assignment, Transfer and Vacancies	26
Section 8. Contracts, Work Day, Payment, and Retirement	27
Individual Employee's Contract	27
Copies of Contract	28
Release from Contract	28
Length of Contract	28
Length of Work Day	28
Payment	29
Section 9. Staff Reduction	29
Section 10. Salaries and Stipends	35
Certificated Employee's Salary Schedule & Base Pay	35
Teachers Salary Schedule	35
Professional Credits Committee	36
Criteria for Granting Credits	37
Activity Pay Schedule	38
Extended Contracts	39
Curriculum Development Pay	39
School Business and In-service Rate	40
Professional Rate	40
Substitute Teachers	41
Section 11. Insurance Benefits	41
Section 12. Leaves	42
Sick Leave	42
Maternity Leave	43
Adoption Leave	44
Bereavement Leave	44
Emergency Leave	44
Civic Leave	45
Jury Leave	45
Professional Leave	45
Military Leave	46
Attendance at Meetings and Conferences	46
Association Leave	47
Leaves of Absence	47
Personal Leave	48

	Page
Section 13. Calendar	48
Section 14. Employee Facilities	48
Section 15. Professional Responsibilities	49
Section 16. Nonprofessional Duties	50
Section 17. Auxiliary Personnel	50
Definitions	50
Selection	50
Assignment	50
Relationship to Certificated Employees	50
Evaluation	51
Section 18. Student Teachers	51

ARTICLE IV: INSTRUCTION

Section 1. Orientation of Staff	51
Section 2. Class Size	52
Section 3. Preparation Period	52
Section 4. Classroom Visitation	53
Section 5. Student Discipline	53
Section 6. Building Budget Committee	54

ARTICLE V: GRIEVANCE PROCEDURE

Section 1. Definitions	55
Section 2. Rights to Representation	55
Section 3. Individual Rights	56
Section 4. Procedure	56
Section 5. No Reprisals	59
Section 6. Cooperation of Board and Administration	59
Section 7. Released Time	59
Section 8. Personnel Files	59
Section 9. Grievance Forms	59

ARTICLE VI: NEGOTIATIONS PROCEDURES	Page 60
ARTICLE VII: DURATION	61

APPENDICES

- Appendix A - Certificated Salary Schedule
- Appendix B - School Nurse Salary Schedule
- Appendix C - Activity Pay Schedule
- Appendix D - School Calendar
- Appendix E - Evaluation of Performance

PREAMBLE

This Contract made and entered into this _____ day of _____ 1976 by and between the Anacortes School District No. 103, hereinafter called the "District", acting by and through its Superintendent and Board of Directors, hereinafter called the "Board", and the Anacortes Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children in the District is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and WHEREAS, the members of the teaching profession are particularly qualified to advise the administration and the Board of Directors as they pursue their responsibility for the development of policies and programs designed for the maintenance and improvement of educational standards, and WHEREAS, the Board has an obligation, pursuant to Washington State Law R.C.W. 28A.72 to negotiate with the Association as the representative of employees hereinafter designated, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this Contract.

It is hereby agreed as follows:

ARTICLE I

ADMINISTRATION

Section 1. Determining the Employees' Organization

An election shall be held and all employee organizations shall have their names placed upon the ballot on request.

The organization receiving the majority of all votes cast shall be recognized by the Board as the exclusive representative of all the teaching personnel.

The School District shall provide the ballots following the format recommended by WEA.

After 12 months, a petition to the Board by another employee organization showing proof of not less than 30% membership of the district's certificated employees shall result in a new election.

Election date, time, and place shall be published in writing, at least 5 days prior to the election.

One representative from each employee organization and a member of the School Board shall conduct the election, count the ballots, and certify the result.

A list of eligible certificated employees shall be provided and each employee shall sign this roster before voting.

Section 2. Exclusive Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated employees of the District, with the exception of the chief administration officer and any other certificated employees who may be excluded by law, for the purpose of exercising all rights accorded certificated employee organizations by the Educational Employment Relations Act.

When used hereinafter, the term "employee" shall refer to each certificated employee represented by the Association pursuant to state law. Certificated employee means any employee who is employed by the District with the exception of the chief administrative officer and any other certificated employees who may be excluded by law or by mutual consent of the Board and Association.

When used hereinafter, the term "exclusive" as utilized in reference to Association rights shall mean that the Association has the sole authority to exercise the rights stipulated herein over any other organization attempting to represent certificated employees.

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 the singular and plural.

Section 3. Status of the Contract

Throughout this Contract certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, and policies of the District. It is mutually agreed, however, that this contract shall not in any way contradict existing District rules, regulations, and policies of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Contract. Said rights and functions are not common to any other employee organization within the District. Other privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees officially represented by the Association.

This Contract shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

The Board and the Association agree that existing Board policies and regulations are consistent with this Contract.

Unless otherwise provided in this Contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries, employee benefits, or other provisions under existing rules, regulations and policies of the District in effect prior to the effective date of this Contract.

Section 4. Contract Compliance

All individual employee contracts shall be subject to and consistent with Washington State law, the terms and conditions of this Contract, School Board Policies, and Administrative Regulations. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Contracts between the Board and the Association, to School Board Policies, and to the Administrative Regulations. Individual contracts issued to employees will contain no provisions that violate any section of this agreement, School Board Policies, and Administrative Regulations.

The Board's action in making copies of the Contract available to employees shall in no way be interpreted as absolving employees from full responsibility for obtaining, understanding, and complying with the provisions of this Contract.

Neither the Board nor the Association shall, directly or indirectly, engage in any labor practice which is contrary to the rules and regulations established by the Public Education Relations Committee and to the best standards of labor-management relations.

Section 5. Contract Administration

Association representative(s) shall meet with the Superintendent or his designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Contract.

Section 6. Conformity to Law

This Contract shall be governed and construed according to the Constitution and Laws of the State of Washington. 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. Any provisions of this Contract which may be contrary to law at the time of making this Contract, but become lawful during the life of this Contract, shall take effect upon their lawfulness.

Section 7. Distribution of Contract

Within thirty (30) days following ratification signing of this Contract, which will be compiled and typed for final signing by the Association, the District shall print and distribute to all employees copies of the Contract. Ten copies shall be provided to the Association. The Association shall pay the full cost of any additional copies it desires. All employees new to the District shall be provided a copy of the Contract by the District upon issuance of their individual contract.

Section 8. Contracting Out

For the term of this Contract, there shall be no subcontracting for services customarily performed by the employees of the District. Joint inter-district and community based programs shall not be considered as applicable under this provision.

Section 9. Reopener Clause

This Contract may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s).

Section 10. Appendices

Appendices are an integral part of this agreement and by this reference are incorporated herein.

ARTICLE II

BUSINESS

Section 1. Payroll Deductions

The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments 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. 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, assessments, and fees.

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 District equipment or personnel. (RCW 28A.67.095)

Section 2. Other Deductions

The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for insurance plans, PULSE, tax-sheltered annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

Section 3. Management Rights

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.

The Board shall have the right to determine matters concerning the management or administration of the work force subject to the terms of this agreement and RCW 28A.72 and/or Chapter 288, Laws of 1975, 1st Extraordinary Session.

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 Ejusdem generis:

1. 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.
2. Transfer employees from one school, department and/or classification to another.
3. Lay off or relieve employees from duty because of shortage of funds or decline in enrollment.
4. Promote and/or transfer employees to positions and classifications not covered by this agreement.
5. Determine the work to be done and the standards to be met by the employees covered by this agreement.
6. Determine whether and to what extent work shall be performed by employees.
7. Develop and control the budget.
8. Control district property.

Section 4. Association Rights

The Association and its representatives shall have the exclusive right to use District buildings and equipment after obtaining permission from the Administration.

The Association shall have the exclusive right to post notices of activities and matters of Association 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.

The Association shall have the right to use the district mail service and teacher mail boxes for communication purposes.

The Association shall have the same access to District records as other citizens under State Statute RCW 42.17.

The Association shall be furnished upon request all regularly and routinely prepared information concerning the financial condition of the District, including annual financial statement and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent or the Board.

The Association shall be furnished upon request all information which may be necessary to process any grievance or complaint, but not to the extent of violating any individual's right of privacy or the school district's right to maintain the confidential nature of District documents which are afforded privacy under the law.

The Association and its representatives shall have the right to meet and confer with all certificated District employees provided that such is accomplished outside of the contracted school day.

Representatives duly authorized by the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, all with representatives of the District, shall suffer no loss of pay. The number of such meetings conducted during working hours should be kept to a minimum.

The administration shall make available to the Association, upon written request, a list of newly employed certificated employees, their assignments, rate of pay and number of days worked. Approved substitute lists shall be made available to the Association upon request. These requests shall not take precedence over other work being performed by central office staff.

The Board shall notify the Association of any proposed change which may have an effect upon a bargainable subject, pursuant to RCW 28A.72 and/or Chapter 288, Laws of 1975, 1st Extraordinary Session. Sufficient time for bargaining as to the practical impact of such decision shall be allowed.

Section 5. Federal, State, and/or Private Funding

The Association shall have the right to meet and confer with the Board or its designees prior to application of any proposals being submitted by the District to federal, state, or private sources for funds which affect the District educational program and/or this Contract provided that the District has been notified of the potential funds at least fourteen (14) calendar days prior to deadline date of application.

If the District should obtain additional funds not normally received through private, state, or federal agencies or sources, then the Association shall have the right to meet and confer with the Board or its designees prior to the expenditure of those funds, and such right shall not supersede any conditions placed on such funds by the grantor, except those specified by law.

Section 6. District/Citizen's Advisory Committees

The Association shall have the right to represent employees on District committees appointed by the Board or by the Superintendent at the direction of the Board where employees are to be part of the committee, to include study committees and lay citizen's advisory committees.

The Association shall have the opportunity to appoint members to participate on any such committee; however, the Association may waive its rights to appoint employees to such committees when the Association deems it would be in the best interests of the District and the Association.

The Association shall be notified of the results of the committee's work.

ARTICLE III

PERSONNEL

Section 1. Employee Rights

Individual Rights

Employees shall be entitled to full rights of citizenship. 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, 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.

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.

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.

Right to Join and Support Association

Employees of the District who are represented by the Association shall have the right to, or not to, freely organize, join and support the Association for the purpose of engaging in negotiations and other lawful concerted activities for mutual aid and protection.

Neither the Association nor the Board shall, directly or indirectly, discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States or discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint or proceeding under the Contract or otherwise with respect to terms or conditions of employment.

Right to Due Process

Employees reserve the right to have a representative of the Association and/or counsel present when being reprimanded, disciplined, or adversely affected when such action is specifically related by the administrator to an adverse effect upon the employee's contract relationship. When a request for such representation is made, all as in keeping with the intent of the previous sentence, no action shall be taken with respect to the employee until such representative of the Association and/or counsel is present. All information forming the basis for any discipline or adverse effect shall be made available to the employee and the Association. All charges shall be in writing.

Disciplinary action shall in no way be interpreted to preclude the administrator's right to informally discuss with any employee his concerns about that employee's performance and its upgrading, all in keeping with the intent of the previous paragraph.

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. An employee has the right to face his accuser(s) and to cross-examine witnesses. If any such discipline or reduction in rank, compensation or advantage, including adverse evaluation of an employee's performance asserted by the Board or representatives thereof, the employee shall have the right to have his case decided by a court of law or an arbitrator in accordance with the grievance procedure set forth herein, or if applicable, rights guaranteed in RCW 28A.58.450.

Section 2. Academic Freedom

Academic freedom shall be guaranteed to all employees.

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.

When such an issue is discussed, it is the responsibility of the teacher to insure that all sides of the issue are equally discussed. Teachers should guard against giving their personal opinion on controversial issues. Students should have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice; to reconsider assumptions and claims, and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the teacher is 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.

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 3. Personnel Files

Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District. College credentials shall not be considered a part of the employee's personnel file. Upon request, a copy of any document contained therein shall be afforded the employee at his expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District, with the exception that building administrators may maintain in their building, documents which include, but are not limited to teacher observation records, correspondence relating to employees, and informational notes relating to teacher performance. A separate file for processed grievances shall be kept apart from the employee's personnel file.

Inspection of the personnel file shall be done in the presence of the Superintendent or his designee. Anyone, at the employee's request, may be present in this review.

Each employee's personnel file shall contain the following minimum items of information: TB report, teaching certificate, and a transcript of academic records. Each employee is responsible for supplying the TB report, teaching certificate, and transcript of academic records.

Any material not shown to an employee after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee until such time as the employee has had the right to review the material. Disciplinary action shall in no way be interpreted to preclude the administrator's right to informally discuss with any employee his concerns relative to the improvement of instruction.

No evaluation, correspondence, or other material making any reference to an employee's or former employee's competence, character, or manner, shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his own 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 with the understanding that such signature merely signifies that he has read the material to be filed. Such signature does not necessarily indicate agreement with the content.

Upon request by the employee, the Superintendent or his official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by the said employee.

Section 4. Evaluation for Improvement of Instruction

The purpose of evaluation shall be the improvement of the instructional program by objectively evaluating the professional services of the teaching staff. The Indicators of Quality will be utilized in this evaluation of the instructional program in the Anacortes Schools.

Key Concepts of Individualization

1. Knowledge of pupils. The teacher knows each pupil. This concept is broader than merely knowing an I.Q. or a reading score. It includes knowing habits, interests, hobbies, family relationships, and other aspects of the pupil's life outside the classroom.
2. Physical facilities. A variety of resources is available and in use. Every type of resource for in-class or out-of-class use, including programmed materials, audio-visual aids, as well as books, newspapers, magazines, and specimen objects.

3. Different tasks. Different pupils work on different tasks, selected at least in part by the pupils themselves. Teachers make a variety of assignments, designed to individual requirements for both in-class and out-of-class work.
4. Participation. Learning activities are sufficiently varied that all pupils are seen participating in some learning activity.
5. Communication. Instead of sending out oral messages to "whom it may concern", the teacher communicates individually as may be needed with pupils singly.
6. Modification of questioning. The teacher's questions vary in type and difficulty for different pupils and to make sure pupil understands.
7. Complementary teacher-pupil roles. The teacher adopts the role of a resource person and helper; the pupils play a role of contributing to the direction or content of the lesson and have the opportunity to lead and initiate change.
8. Time for growth. The time that pupils require to complete a given task or master a given concept or skill must, because of individual differences, vary greatly. The teacher, therefore, provides for both extra help and enrichment through planning or allowing the use of extra class time.
9. Individual evaluation. Instead of a fixed standard that all are expected to attain, or fall by the wayside, evaluation is judged as change or improvement at individual rates of growth and development.

Key Concepts of Interpersonal Regard

10. Demeanor. The teacher is relaxed, good-natured, cheerful, courteous and, if using humor, always inoffensive; rather than yelling, shouting, frowning, glaring, insulting, or sarcastic. Pupils reflect similar demeanor.
11. Patience. Both teacher and pupils take time to listen to and accept one another, rather than press, hurry, interrupt, or give rigidly directive orders.
12. Pupil involvement. Pupils are eager, prompt, willing, show initiative, or make voluntary contributions, instead of being apathetic, reluctant, or slow to respond.
13. Physical movement is permissive, free, instead of submissive and dominated by the teacher.

14. Respect. There is mutually shared respect among pupils and teacher as evidenced by commanding, accepting, helping, rather than rejecting or ignoring.
15. Error behavior. Pupils and teacher both openly and naturally accept and recognize errors of each other, rather than trying to cover up, lose face, or show guilt.
16. Pupil problems. Personal problems or handicaps are accepted with consideration, understanding, and sympathy, rather than with ridicule or embarrassment.
17. Atmosphere of agreement. Pupils and teacher respect opinions of others and come to agreements without external coercion; conflict and hostility are not characteristics of problem solving.
18. Teacher-pupil identification. Teacher meets pupils on their level as one of them and is not withdrawn, aloof, distant, or superior.
19. Evaluation as encouragement. Positive, encouraging and supportive criticism, which pupils accept, is used rather than discouragement, disapproval, admonishment, blame, or shame, which pupils ignore or reject.
20. Time for thinking. Time is allowed to think and discover, play with ideas, manipulate objects, experiment, without pressure to get the answer or get it right.
21. Abundance of materials. Pupils have the stimulation of materials and other resources in great richness and variety.
22. Skills of thinking. A variety of skills used in creative thinking is practiced: inquiring, searching, manipulating, questioning, abstracting, analyzing, summarizing, outlining, generalizing, evaluating, and the like.
23. Testing ideas. The examination, comparison, and testing of divergent ideas are encouraged as opposed to referring to authority.
24. Unusual ideas. Unusual ideas are entertained without anxiety or tension and unusual ideas and questions are considered with respect.
25. Question and answer techniques. The teacher uses open-ended questions rather than questions with a "right" answer, presents unsolved problems rather than a lecture with the "correct" information filled in; pupils test and challenge rather than attempt to key in on the wanted correct answer, and are encouraged to consider questions for which they do not have the answer.

26. Self initiated activity. Pupils take responsibility for self-initiated learning, extend the limits of the topic, and the teacher encourages and credits pupil effort to go beyond the lesson plan, assignment or question.
27. Opportunity for speculation. There is much opportunity for guessing, supposing, hypothesizing, forecasting results, with and without evidence, without the fear that wrong answers will be penalized, as opposed to handing out the correct answers in order to save time.
28. Evaluation as motivation. Originality is rewarded with recognition, pupil's ideas are treated as having value, unusual questions and diverse contributions are given recognition, and praise rewards creative effort, while formal evaluation and markings are delayed.

Key Concepts of Group Activity

29. Physical arrangement. Seating facilitates interaction, as in face-to-face rather than audience situation.
30. Teacher purpose. The objectives and purposes of the teacher are to cultivate and facilitate social skills, cooperation, idea exchange and shared problem solving, rather than require pupils to work in isolation.
31. Decision making. The group shares in decision making, rather than having decisions made by the teacher and the group told what to do.
32. Intercommunication. There is pupil-pupil communication as well as teacher-to-pupil communication, and pupils are free to seek assistance among their group mates.
33. Conflict resolution. Where conflict among group members occurs the group itself resolves the conflict rather than requiring policing by the teacher.
34. Cooperation. All pupils are seen cooperating in the group activity.
35. Role distribution. Pupils share the leadership role with the teacher and are free to express disagreement with teacher proposals.
36. Group goals. Goals of the group are accepted by all members of the group, instead of factionalism that divides the efforts and purposes of the group.
37. Group personality. Syntality, cohesiveness, or a feeling of internal inter-dependency characterizes the group personality.

38. Consensus. The rules of mechanism for arriving at group decision result in uncoerced consensus rather than the forcing of a leader's opinion or hostility of a minority.
39. Group evaluation. Evaluation of group attainments is a function of the group rather than the prerogative of the teacher.
40. Teacher's group role. The teacher's role is that of a member of the group rather than that of a director or superior who sets all goals and procedures.

The evaluator shall be the building principal, vice principal or others designated by the Superintendent.

All certificated staff members should participate in self-evaluation.

Evaluations shall be written and documented by the building principal.

Formal observation of classes shall take place at a time agreeable to both teacher and evaluator. The informal may occur at any time.

Within two school days of the formal evaluation, as a follow-up, the teacher and evaluator shall conference and discuss the evaluation in depth.

Each certificated staff member shall be formally observed in the classroom a minimum of three times per year.

Section 5. Evaluation and Probationary Procedures

Annual Evaluation

I. INTRODUCTION

- A. The purpose of this evaluation procedure is to provide for a positive attitude to be maintained by all parties toward the development and improvement of the District's instructional program. The evaluation procedures shall be directed toward improved learning conditions for students, assisting teachers in self-improvement and facilitating teacher-administrator decisions.
- B. When, in the professional judgement of the principal or supervisor, a certificated employee (hereafter referred to as the employee) is deficient in one or more basic teaching skills, the use of the Indicators of Quality will be suspended and the following process for evaluation shall be employed.
- C. The evaluation procedure shall encourage improvement in specific identifiable areas of the employee's performance through systematic observations and assessment. This process will provide a basis for administrative recommendation on continued employment, probation and/or non-renewal as provided in state statute (RCW 28A.67.065 and RCW 28A.67.070).

- D. Should any teacher's professional competency be in question, a specific sequence of actions shall be pursued in order to (1) assist said teacher in the improvement of his performance and (2) protect said teacher's legal rights.

II. DEFINITIONS

- A. Probable Cause for Probation - Reason to believe that sufficient cause for probation of an individual certificated employee can be established by a preponderance of the evidence at a hearing held pursuant to RCW 28A.58.450 or at a direct judicial appeal held pursuant to RCW 28A.58.515.
- B. Sufficient Cause for Probation - Determination by the Board of Directors at the conclusion of a hearing held pursuant to RCW 28A.58.450 that the preponderance of evidence justifies probation.
- C. Probation - The status of an individual certificated employee whose work is judged unsatisfactory by the Board of Directors in accordance with RCW 28A.58.450 and RCW 28A.67.065.
- D. Probable Cause for Nonrenewal - Reason to believe that sufficient cause for nonrenewal of an individual certificated employee's contract can be established by a preponderance of the evidence at a hearing held pursuant to RCW 28A.67.070 or at a direct judicial appeal held pursuant to RCW 28A.58.515.
- E. Sufficient Cause for Nonrenewal - Determination by the Board of Directors at the conclusion of a hearing held pursuant to RCW 28A.67.070 that the preponderance of evidence justifies nonrenewal.
- F. Nonrenewal - The action of the Board of Directors in determining that an employment contract shall not be renewed as provided in RCW 28A.67.070.

III. STRUCTURE OF THE EVALUATION SYSTEM

- A. The employee will be primarily responsible for remediating any identified deficiencies. The principal or supervisor's role will be one of aiding the teacher and insuring that the educational program is being maintained at an optimum level.
- B. The District shall furnish to each certificated staff member a copy of this procedure, prior to the beginning of the school year.
1. Prior to the beginning of the evaluation process, the principals or vice principals of each building who will be acting as evaluators shall:
- a. Be provided with inservice training designed to familiarize them with the utilization of the evaluation instrument and procedures, develop techniques as evaluators, and provide training and direction with respect to performing as evaluators.

- b. Meet with individuals or groups of teachers to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedure and purpose.
- C. The evaluator should prepare himself/herself for the evaluation process by review of records and information pertinent to the evaluation being initiated.
- D. In the event this procedure is utilized, each applicable certificated employee shall be observed within the instructional or supervisory setting a minimum of three (3) times per year.
 1. Each such formal observation shall be conducted for a period of not less than twenty (20) continuous minutes, at such time as is mutually acceptable to the evaluator and evaluatee. Provided, that the time for the observation may be set by the evaluator if a mutually acceptable time can not be agreed upon.
 2. Prior to the formal observation a pre-observation conference between the evaluator and the evaluatee will be conducted not more than two (2) working days prior to the first observation. Such subsequent conferences may be waived by the Administrator.
 3. Post-observation conferences shall be conducted between the evaluator and the evaluatee not more than three (3) working days following each observation.
 4. A written evaluation form shall be completed by the evaluator and discussed with the evaluatee at each post-observation conference.
 5. Upon completion and discussion of each evaluation form, the evaluatee shall sign the form, only to indicate his or her awareness of the comments and/or summary statements recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements, and the evaluatee shall have the right to affix to the evaluation form any comments, observations or considerations he or she believes to be pertinent to said evaluation report.
 6. The evaluator may make informal observations without advance notice at his/her discretion. A record shall be made of each such observation, and copies of those records, to be retained by the evaluator as a part of the evaluation, shall be made available to the evaluatee prior to any subsequent conferences, but not later than ten (10) days subsequent to such observation. The evaluatee shall be entitled to a copy of such records upon request. Observations shall be scheduled so that the evaluator will observe the evaluatee in the performance of assigned duties. Each informal evaluation shall last a reasonable length of time in order for the evaluator to understand the situation being observed.

7. The following conditions should prevail when an evaluation observation takes place. If any of these conditions are absent, any evaluation report shall duly note the specific condition(s) lacking in that employee's instructional setting:
 - a. Class size in accordance with this Contract.
 - b. Sufficient availability of supplies and equipment for the instructional program equivalent to that available to other staff members.
 - c. Adequate physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught equivalent to that available to other staff members.
 - d. Preparation time for the employee in accordance with this contract.
8. The principal or supervisor shall inform the employee of any deficiencies by a letter which shall (1) list the specific skills in question and (2) provide a plan for improving these skills.
9. In the event all deficiencies are eliminated, the employee shall be provided a summary evaluation listing his improvements. No further action shall follow.
10. If the deficiencies are not eliminated by January 20, the principal shall compile a summary evaluation in writing and forward copies to the employee and the superintendent of schools.
11. Using this evaluation summary, the superintendent shall prepare a letter which lists the employee's deficiencies. This letter shall be presented to the board of directors in executive session.
12. The Board, after reviewing the report, by motion, shall determine whether in their judgement the statements as presented do or do not constitute probable cause for placing the employee on probationary status. The Board shall not discuss the matters of evidence concerning the identified deficiencies.
13. If, during executive session, the Board determines that probable cause does exist, the Board shall reconvene in regular session and pass two motions: (1) that probable cause exists to place a certificated staff member (no names mentioned) on probationary status, and (2) the secretary of the Board is directed to notify the employee that he has been placed on probationary status.

14. The letter of notification of probation shall include the following elements: (1) notification of probationary status, (2) the professional deficiencies which constitute the probable cause, (3) a plan for eliminating the deficiencies, and (4) a listing of the efforts the district shall make in assisting the employee to overcome the deficiencies. The letter of notification will be delivered by registered mail or otherwise in accordance with RCW 28A.67.070.
15. An evaluatee who has been placed on probation shall have the right to have present a representative of the Association at all post-observation conferences if the evaluatee so desires and the executive committee of the Association so agrees.

IV. PROCEDURES OF PROBATION

The following process shall be utilized in the evaluation and observation of a probationary certificated employee:

- A. The probationary certificated employee shall be formally observed a minimum of four (4) times by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of at least four (4) observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.
- B. A pre-observation conference shall be conducted between the probationary certificated employee and the evaluator not more than three (3) but not less than one (1) day(s) prior to each formal observation.
- C. Each formal observation conducted by the evaluator shall be not less than twenty (20) continuous minutes in length, shall be structured so as to not interfere unreasonably with the normal teaching-learning processes of the class, and shall be conducted with the full knowledge of the probationary employee.
- D. Following each formal observation, a post-observation conference shall be held within not more than two (2) working days between the evaluator and the probationary certificated employee, at which time an evaluation form shall be completed by the evaluator and discussed with the probationary certificated employee. At this time the parties shall discuss the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with recommendations for improvement and future remediation efforts.

Upon completion and discussion of each evaluation form the evaluatee shall sign such form, only to indicate his or her awareness of the

comments and summary statement recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements, and the evaluatee shall have the right, within ten (10) days to affix to said evaluation form any comments, observations or considerations he or she believes to be pertinent to said evaluation report.

- E. At any time during the probationary status period, the probationary certificated employee or the District may request an evaluation observation be conducted by another administrative evaluator acceptable to the District. Said observations shall be conducted in accordance with the procedures as established herein. Copies of the evaluation form resultant for said observation(s) shall be submitted to the probationary certificated employee, the Superintendent, for inclusion in the employee's personnel file, and with the usual evaluator of the probationary certificated employee, for utilization in the compilation of the composite evaluation form.
- F. A composite evaluation form, reflecting those evaluation forms completed in the observation process shall be completed by the evaluator and discussed with the probationary certificated employee prior to April 5 of each year.
- G. Prior to April 5, the evaluator shall submit a written report to the Superintendent, (followed by a supplemental report on April 15) which reports shall:
 - a. Specify the number of observations held respecting the employee.
 - b. Include each evaluation form, as well as the composite, utilized in the evaluations.
 - c. Include one of the following recommendations, including the rationale for the recommendation made:
 - 1) Termination of the probationary status.
 - 2) Nonrenewal.
 - d. Be duplicated and copies given to:
 - 1) The evaluator involved.
 - 2) The certificated employee on probation.
 - 3) The Association, if requested by the employee.
- H. The Superintendent shall review the evaluation report and in the event a recommendation for nonrenewal is made, shall decide whether to make a written recommendation to the Board that the certificated employee should be nonrenewed.

- I. In the event the Superintendent makes a recommendation of non-renewal, the Board of Directors shall determine if there is probable cause to nonrenew said certificated employee.
- J. In the event the Board of Directors determines that there is probable cause for nonrenewal, the Board shall so notify said employee by notice given by the Board as required by statute.
- K. Each certificated employee who is, at any time, issued a written notice of probable cause for probation or nonrenewal by the Board pursuant to any section of this contract clause shall have ten (10) days following receipt of said notice to file any notice of appeal either directly to the court, pursuant to RCW 28A.58.515, or before the Board of Directors of Anacortes School District, pursuant to RCW 28A.67.070, as required by statute.
- L. Records of probation shall be maintained in the certificated employee's file for a period not to exceed three (3) years following the satisfactory completion of a probationary period and shall be destroyed, with the exception of an annual evaluation report, at the end of that time period. The certificated employee shall be notified in writing that the records of probation have been destroyed.
- M. It is expressly understood that should state law be changed by the legislature regarding evaluation and procedures relating thereto, as applied to probation, this policy shall be deemed amended to conform thereto; subject to the right of either the employee organization or the Board to bring the matter up for negotiations under the procedural agreement and state law.

V. EVALUATIVE CRITERIA (TEACHING PERSONNEL)

The evaluative criteria herein set forth shall be utilized by the evaluator in performing the annual evaluation of each certificated employee. The indicators listed below each criteria are guides intended to assist the evaluator in judging whether the employee is meeting the criteria.

The procedure for completing the Evaluation of Performance form shall be:

- A. The evaluator shall decide which indicator(s) are appropriate for the particular employee being evaluated. The evaluator shall be limited to those criteria and indicators contained in this document.
- B. The evaluator, following the observation procedures outlined in Step III, shall complete an Evaluation of Performance form, which form shall become part of the employee's evaluation and which form shall be used as a work sheet for the subsequent

completion of Evaluation of Performance forms. All comments, if not based upon the evaluator's direct observation, the conferences or the review of records, shall be based upon factual information furnished by the evaluator and not upon the opinions of others. Such other factual information, when received by the evaluator, shall be verified within a reasonable period of time and copies of such facts to be retained by the evaluator shall be made available to the employee. The employee shall receive a copy of these records upon request.

Preparation - (To be generally discussed during pre-observation conference)

Criteria #1 - The teacher shall appraise student abilities, disabilities, and interests.

Indicators

Does the teacher:

- a. Make appropriate use of information in cumulative folders and other school records?
- b. Consult with parents when necessary?
- c. Select and utilize appropriate diagnostic tools?
- d. Survey students as a group, and/or consult with them individually?
- e. Consult with other teachers, counselors, and/or specialists when appropriate or necessary?

Criteria #2 - The teacher shall establish a program of learning consistent with student educational needs and the nature of the subject matter.

Indicators

Does the teacher:

- a. Establish objectives which are clear, specific and measurable?
- b. Establish objectives which are appropriately organized and structured in a logical sequence according to what precedes and what follows in the development of the subject?
- c. Provide learning experiences appropriate to the course of study?
- d. Maintain an appropriate balance of assignments and activities within the course of study?

- e. Make appropriate provision for differences in student ability, interest, experience and cultural values?

Criteria #3 - The teacher shall make effective use of available resources and materials.

Indicators

Does the teacher:

- a. Encourage students to utilize a variety of reference materials?
- b. Encourage students to utilize audio-visual materials and other school resources?
- c. Utilize school and community environment and personnel when appropriate?
- d. Utilize materials and resources provided by the District for instruction?
- e. Select and provide supplementary teaching materials which are appropriate and well-organized, as appropriate?

Presentation (To be generally observed during scheduled formal observations)

Criteria #4 - The teacher shall use instructional methods which motivate and enable students to become involved in learning experiences.

Indicators

Does the teacher:

- a. Provide for individual differences in rate and style of learning?
- b. Allow students to pursue topics independently?
- c. Help students to develop efficient work habits?
- d. Use an appropriate variety of teaching techniques?
- e. Communicate and encourage students to communicate clearly and correctly in speech and writing?
- f. Convey a sense of enthusiasm?
- g. Demonstrate flexibility in responding to immediate educational needs of students?

- h. Encourage students to develop intellectual curiosity and the ability for independent, critical and creative thinking?
- i. Provide appropriate introductions, demonstrations, and illustrations?
- j. Utilize clear and concise lessons and assignments?
- k. Make economical use of class time?
- l. Develop summaries and reinforcements which support learning and encourage thought?
- m. Use individual student's talents and interests for class development?

Criteria #5 - The teacher shall establish and maintain an effective learning environment.

Indicators

Does the teacher:

- a. Involve students in the planning of learning experiences, selection of activities, and evaluation of learning?
- b. Involve students in establishing and carrying out classroom rules and procedures?
- c. Involve students in leadership roles and group decision making?
- d. Expect students to use democratic procedures and show consideration for the rights of others?
- e. Consider student health, physical factors, work areas, and safety in providing the framework for learning?
- f. Consider personal needs, morale, self-respect, self-discipline and individual responsibility when dealing with students?
- g. Demonstrate understanding of student behavior, consistency, and tolerance?
- h. Maintain classroom control and discipline appropriate to the particular teaching situation?

Evaluation - (To be generally discussed during post-observation conference)

Criteria #6 - The teacher shall appraise student achievement.

Indicators

Does the teacher:

- a. Use evaluation techniques which encourage the students to establish and use standards and methods of evaluation for their own work?
- b. Use evaluation techniques which encourage and help students to analyze and revise their own work?
- c. Use evaluation techniques which allow students to demonstrate achievement in a variety of ways?
- d. Use evaluation techniques which allow students to receive frequent feedback to make learning tasks more meaningful?
- e. Interpret student progress toward course objectives, utilizing student self-evaluation when appropriate?
- f. Consider possible hypotheses regarding remedial action?
- g. Analyze effectiveness of evaluation techniques to determine problems and solutions?

Criteria #7 - The teacher shall appraise his/her teaching practices and instructional program.

Indicators

Does the teacher:

- a. Assess lessons in terms of student response to the techniques, activities, and materials used?
- b. Use the results of such assessments to continue and/or modify teaching practices?
- c. Work with colleagues to evaluate the effectiveness of the total school program?
- d. Determine and use the results of self-appraisal to continue, modify, or improve teaching practices and instructional programs on a continuing basis?

VI. SUPPORT PERSONNEL

A. Educational Support Personnel

The basic criteria for these persons is as follows:

1. Work with students in ways consistent with evaluative criteria for teachers when direct contact is appropriate.
2. Work effectively with teachers to support teaching activities.
3. Work effectively with administrators to support educational activities.
4. Work effectively with parents, district patrons and related agencies, as applicable.
5. Maintain adequate records of student and parent contact and make this information available as appropriate.

These criteria would apply when support personnel are in non-teaching and/or assisting roles. Where applicable, especially in the teaching role, the criteria under Step IV would apply.

Section 6. Employee Protection

The Board agrees to provide insurance which shall save 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 judgement 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.

The Anacortes School District will provide its employees the following insurance with regard to the above matters:

- a. Personal injury liability in the amount of \$100,000 per individual and \$300,000 per occurrence.
- b. Personal property damage liability in the amount of \$300,000.
- c. Replacement of any clothing or other personal property damaged, destroyed, or stolen while engaged in the maintenance of order and discipline, and protection of school personnel, students or property, during the course of their employment up to the amount of \$500 with \$10 deductible.

Section 7. Assignment, Transfer and Vacancies

To assure 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 and/or their major or minor fields of study or qualification in specialty areas. Employees shall be notified in writing no less than sixty (60) days prior to any changes in their teaching programs, schedules, and any special assignments. Exceptions to this procedure will be allowed for emergencies resulting from late staff openings, prolonged negotiations, fiscal developments, or any other new development which has a considerable effect upon the educational program of the District.

In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:

- a. The employee shall complete a request form by February 15 each year which shall be kept on file by the District.
- b. Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been found by the Superintendent to be not the best qualified person available for the position.

- c. As soon as assignments have been made the Superintendent or his designee shall notify in writing, and by personal conference, if such is requested in writing, each employee whose request for transfer or reassignment was not granted and reason(s) for not granting the request.

An involuntary transfer will be made only in case of an emergency, to prevent undue disruption of the instructional program, or to enhance the best interests of the instructional program. Each transfer will be considered on its own merits.

The Superintendent shall notify the affected teacher, in writing, of the reasons for such transfer before the change is to become effective.

Except in emergencies at least ten (10) days written notice will be given the teacher who is to be transferred. However, transfers will not take place until the affected teacher has had the opportunity to appeal the decision through the grievance procedure. Such appeal shall be limited to alleged violations of this transfer policy.

One day of released time will be given the affected teacher involuntarily transferred in order to complete the move and become oriented to the new building.

To assure that the employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

- a. All vacancies and new positions shall be publicized to the staff and Association through a written notice which shall be distributed to each employee as far in advance of the date of the opening of any vacancy or new position as possible; but in any event, not less than ten (10) days in advance.
- b. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
- c. All vacancies or new positions shall be filled on the basis of qualification for the position.
- d. The District shall make all possible effort to fill vacancies and new positions with their present employees before out of District hiring can occur, provided that the best interests of the instructional program are served thereby.

Section 8. Contracts, Work Day, Payment, and Retirement

Individual Employee's Contract

The District shall provide each employee a contract with assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Contract.

Copies of Contract

Three (3) copies of a contract shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time it is signed. Two (2) copies are forwarded to the District office to be signed by the Board. One (1) of these copies is then placed in the employee's personnel file and the second copy returned to the employee.

Release From Contract

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

- a. A letter of resignation specifying the reason(s) for the resignation must be submitted to the Superintendent's office.
- b. A release from contract for an ensuing school year shall be granted provided a letter of resignation is submitted prior to June 1.
- c. 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.
- d. A release from contract may be granted in case of illness or other personal matters which made it impossible for the employee to continue in the District.

Length of Contract

The length of the regular employee contract shall be one hundred eighty-four (184) days in total. Any extension of contracted days by the District shall be computed on 1/184 full per diem of the employee's contracted rate of pay.

Any new employee may be required to spend one additional day at one/one hundred and eighty-fourth (1/184) of the regularly contracted annual pay.

Length of Work Day

Employees shall begin their work day thirty (30) minutes before the student's school day begins and shall continue until thirty (30) minutes after the student's school day ends. The total of the work day shall be seven (7) hours, subject to Article III, Section 6, of this Contract, which shall not include 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.

Payment

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.

Payroll checks shall be issued to the employee on his/her last working day of each month, with the exception of the months of June, July and August, for which payroll checks shall be issued the last business day of the respective month.

In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made at the next regular pay period.

Section 9. Staff Reduction

Certificated Staff Reduction Policy

DEFINITIONS

1. "School District" or "district" shall mean the Anacortes School District #103.
2. "Board of Directors" or "Board" shall mean the Board of Directors of School District #103.
3. "Superintendent" shall mean the superintendent of the school district.
4. "Association" shall mean the Anacortes Education Association.
5. "Certificated employee" shall mean persons holding a teaching certificate issued by the SPI.

The following shall be implemented in the event the district's M & O levy election fails or an alleged financial crisis affecting one fiscal year results in a forecast, in whatever form, that projected revenues for the next fiscal year will be ninety (90%) percent or less than the budgeted revenue for the current fiscal year. In such an event, the district may consider reductions in programs, services and personnel, but it shall not nonrenew the employment contract of any certificated employee or reduce programs, services or personnel on the basis of insufficient revenue until the provisions of Section I hereunder have been complied with and unless each nonrenewal is consistent with Section II hereunder and pursuant to RCW 28A.67.070.

APPLICATION

This procedure shall apply equally to all certificated employees of the district.

SECTION I

In implementing this procedure, the following steps shall be taken:

A. Budget and Budget Information

The Superintendent shall provide to the Board and to the Association each, an identical detailed report on the financial affairs of the district, together with explanatory information. In addition the Association shall be given full and complete access to all the financial records of the District, or kept on the District's behalf, so as to meet all public disclosure requirements.

B. Additional Revenues

1. The Superintendent shall seek out, contact, apply for and negotiate for financial assistance from at least the following sources, and shall furnish the Board and Association evidence of such efforts:
 - a. Federal government sources.
 - b. State government sources, in particular:
 - 1) From a special or regular session of the legislature.
 - 2) From a special or emergency fund administered by the governor.
 - 3) From special or emergency funds administered by the SPI.
2. The Superintendent shall make available to the Association an accurate up-to-date account of all voluntary gifts, contributions and donations.

Sections A and B above shall be completed within either twenty (20) days after the failure of the first levy or twenty (20) days after a forecast that projected revenues for the next fiscal year will be ninety (90%) percent or less than the budgeted revenue for the next fiscal year.

C. Revenue Determination, Negotiation and Factfinding

1. Following good faith compliance with Section I above, either party may twenty-two (22) days following the failure of the first levy, or twenty-two (22) days following the forecast that projected revenues for the next fiscal year will be ninety (90%) percent or less than the budgeted revenue for the current fiscal year, challenge the reported amount of revenue which will be available to the District in the forthcoming school year. If such challenge cannot be settled to the satisfaction of both parties, the differences shall be settled by financial representatives selected by the chief financial expert on the staff of SPI. Request for help from SPI shall be filed within five (5) days of the Superintendent's report.

2. The facts established by the SPI shall be binding on the parties and used exclusively except that if the Association asserts the availability of additional money based on newly discovered evidence and the District disagrees, or if the District asserts the loss of estimated money, SPI fact finding may be reopened on that issue.

D. Negotiations - Budget and Program

1. In the event it is established under subsection C above that there exists a loss of revenue of ten (10%) percent or more then the Superintendent shall make recommendations to the Board on the educational program or services to be provided by the District.
2. The following provisions shall be considered minimum standards:
 - a. Maintain the lowest practical student-classroom teacher ratio.
 - b. All cash reserves above the emergency reserve of \$15,000 usable for M & O failures shall be depleted, except those required by law.
 - c. Where revenues are categorical and depend upon actual expenditures rather than budgeted amounts, every effort shall be made to maintain these programs to the limit of the categorical support.
 - d. Existing staff shall be given first option to fill positions vacated as a result of, but not limited to, natural attrition by retirement, resignations, transfers and leaves, if they meet the requirements specified herein.
 - e. The District shall allow all certificated employees who so choose, upon written application, a leave of absence for the ensuing school year. Further, any certificated employee taking such leave shall be reemployed at the end of the ensuing school year at the same or comparable position and/or level, and with no loss of rights, benefits or seniority which would normally have accrued to him/her had he/she been reemployed during the school year, provided positions are open for which he/she qualify. Should revenue not be available to reemploy those individuals during the ensuing year and implementation of this policy is again necessary, this staff reduction policy shall be applied to those individuals previously on leave in accordance with its application to all other staff members.

SECTION II

In the event that after application of Section I above it is determined that there will be a revenue loss to the district exceeding ten (10%) percent, and agreement reached that it is necessary to nonrenew the employment contract of any certificated employee the following factors shall be utilized by the Superintendent in making his recommendations on the educational program or services to be provided by the District:

A. Educational Program or Service

1. The needs of students as developed by historical subject enrollments of students, requirements for graduation, requirements for accreditation, and minimum program requirements in accordance with WAC 180-16-165.
2. The curriculum offerings based on the material developed under subdivision 1 above.
3. The positions needed to operate the educational program or service developed under subdivision 1 and 2 above.
4. The input (oral and written communications) of the official certificated employee organization after the official certificated employee organization has had the opportunity to review the material developed under subdivisions 1, 2 and 3 above.

B. Staffing the Reduced Program or Service

1. To insure that the staff that is recommended for retention will be qualified to carry out the educational program prescribed by the Board, all employees must possess valid Washington State certification as may be required for the position(s) under consideration.
2. The following categories are established to allow for the least disruption of the ongoing educational program, and to provide for the least deviation from the present assignment of personnel. Teaching staff will be grouped district-wide in categories as follows:
 - a. Elementary: K-6
 - b. Secondary: 7-12
 - c. Specialist: psychologists, counselors, librarians, speech therapists, reading lab instructors, art specialists, elementary music specialists, and elementary physical education specialists.
 - d. Special Education: all personnel supported by special education funding.

3. Placement in Ranking

- a. The placement in ranking within a category listed in B-2 above, for an individual certificated employee will be contingent, on the individual's meeting the following criteria:
 - 1) Must have spent the majority of his/her teaching time in the particular level, subject area, or special program for which she/he is being considered during the current school year or during any previous school year, and:
 - 2) Must have the equivalent of a major or minor in the particular field in which the majority of his teaching time will be devoted for a secondary level category. The requirement of college preparation shall be waived for any certificated employee in a secondary level category if he has taught in the particular field for a majority of his teaching time during any one of the previous five (5) school years.
- b. Teaching staff who teach both at the elementary and secondary level category will be eligible for both categories. Certificated staff will be listed in all categories, as listed in B-2 above, for which they may qualify. This does not exclude certificated administrative staff from being listed in other categories, a, b, c, or d for which they may be qualified. Special Education staff as defined in Category d, must meet the requirements of education and experience in accordance with WAC 392-45-105.

4. Determination of Staff Priority

- a. When more than one person qualifies for a particular position under the criteria listed above, the certificated employee who has the greatest length of service as a certificated employee, based on the criteria used by the district in determining placement on the salary schedule shall be given the position.
- b. When more than one person qualifies for a particular position under the criteria listed above, the person who has achieved the greatest horizontal advancement on the district salary schedule shall be given the position. If a tie still exists, the individual with the most quarter hours beyond the B.A., as recorded in the district office as of April 1 of the current year preceding the anticipated reduction, will be given the position.

5. Termination

- a. Prior to the date specified by statute immediately preceding the school year in which the modified educational program will take effect, the names of certificated personnel to be terminated, if any, shall be identified and submitted to the Board for approval and action under RCW 28A.67.070.
- b. The Board shall review the recommendation of the Superintendent and take such action as may be necessary and such notice shall be given to staff members as required by law.
- c. All certificated staff who receive notice of probable cause will be placed in a district employment pool. All vacancies will be filled from the employment pool with the required qualifying criteria for a particular position. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees remaining in the employment pool shall be considered as applicants for all vacancies and all vacancies shall be filled according to the above criteria. Employment notification shall be made by certified mail. Employees shall provide the personnel office in writing his/her current mailing address.

All certificated employees will be retained in the district employment pool until September 15 of the following calendar year and will be placed with preference on the substitute teachers' list for the following school year. This policy and regulations recognize the conditions of Board Policy #4111. Final action to terminate any contract shall be taken under statutes as may exist from time to time.

6. Nothing contained herein shall be interpreted as an abrogation of employee rights under RCW 28A.67 or other appropriate statute, nor shall it be interpreted as an abrogation of the rights of the Association under RCW 28A.72 or any statute replacing said act. Nor shall anything herein be construed to limit the Board's right to take appropriate action required within time limits prescribed by statute. Provided, that if following the implementation of the entire procedure, it is determined that sufficient funds are available to reinstate employees nonrenewed as a result of the District's actions required within time limits prescribed by statute, said employees shall be reinstated, to the extent funds are available consistent with Section 5, subsection C, herein, prior to the beginning of the ensuing school year.

7. If the District has revenue reduction more than one year in a row, the 90%/10% criteria shall not apply before reduction in force may occur.

Section 10. Salaries and Stipends

Teachers Salary Schedule and Base Pay

The salary schedule is designed to afford consistent and fair treatment for present employees, to attract desirable, qualified employees, and to reward professional preparation, experience, and service.

The base salary for the 1975-1976 school year shall be \$8,977.

See Appendix A for complete salary schedule.

In the event any provision of this Contract is prevented from being put into effect because of applicable legislation, Executive Order of Regulations dealing with wage and price stabilization, such provisions, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Contract and any extension thereof.

Teachers Salary Schedule

Degrees and credits will determine the column in which a teacher is to be placed.

Full experience for previous teaching, whether in or out of the state, may be counted in placing new teachers on the salary schedule.

Credit for experience shall be allowed on the basis of one (1) year for each year during which fifty (50%) percent or more of the District's contracted days have been served. Substitute teaching days shall not be counted as experience on the salary schedule. College teaching will be counted as teaching experience only when the teaching was performed under regular contract. Credit for one (1) year's experience will be granted for three hundred and sixty (360) hours of actual 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.

It is recommended that prior approval be obtained from the Professional Credits Committee for all salary schedule credits beyond B.A. + 45.

The deadline for submission of proof of credits earned to the salary committee shall be October 15 in order to receive salary credit for the current school year. Exceptions shall be granted if the cause for additional delay is solely the responsibility of the college or university involved.

Employees who fail to submit each six (6) years, nine (9) quarter hours of college credit related to their teaching assignments and approved by the Professional Credits Committee, will continue to receive the same salary step in each subsequent year until such time as this requirement has been met.

It is the responsibility of the teacher to have transcripts on file in the Superintendent's office.

In determining educational credits, the B.A. shall be set at the number of credits required by the institution granting the degree. Credits earned before a B.A. will be accepted only as they are accepted by the college toward the fifth year program. Steps beyond the bachelors and masters degrees shall be allowed only for credits earned subsequent to the degree. For persons holding two (2) bachelors' degrees, credits earned while working for the second degree may not be counted as "subsequent to the B.A. degree".

Personnel may proceed from the B.A. + 90 column to the B.A. + 105 column, and thereafter to the B.A. + 120 column only upon receipt of approved credit earned subsequent to June 1, 1970. The Professional Credits Committee will take responsibility for granting professional salary schedule credits. Credits beyond the fifth year of college may be granted for work on campus, extension, or correspondence. Community college course work which pertains to one's teaching assignment may be judged as acceptable for salary schedule credit. District sponsored in-service workshops may be offered by the District for salary schedule credit if approved by the Superintendent and if acceptable, on a person-by-person basis, by the Professional Credits Committee. Credits may be granted for attendance at professional education meetings or conferences on noncontracted days. These must be other than "professional day" conferences and no more than one-half (1/2) credit may be granted for each full day meeting. Credit may not be granted for attendance at professional meetings or conferences for which an employee is otherwise reimbursed by School District #103.

Professional Credits Committee

The credits committee shall be composed of the following professional peers: the Superintendent and the Curriculum Director as permanent members, one principal selected by the Superintendent for a one (1) year term, three (3) Association representatives appointed by the Association President for a one (1) year term. The District secretary, whose responsibilities include implementing the action of the credits committee, will be a nonvoting member.

The credits committee shall hold a minimum of four (4) regular meetings each school year. The first will be convened before September 15 and the other meetings scheduled approximately one week prior to registration of each of the college quarters. Special meetings may be convened upon request of the chairman or the Superintendent.

The first duty of the committee at the first meeting of the school year shall be to elect a chairman and secretary. The chairman and secretary will alternate each year between members appointed by the Association and Administration.

A quorum shall be four (4) members and Roberts Rules of Order shall prevail. All information discussed at meetings shall be considered privileged and confidential.

Criteria for Granting Credits

Granting of credits will take into account: course content, instruction, prior course work, prior credit approvals, current and future job assignments of the applicant.

All requests shall be reviewed on their own individual merits. Committee decisions may be reconsidered if the applicant brings new information to bear.

Credits beyond the B.A. + 45 will require approval by the Professional Credits Committee.

Credits beyond the fifth year of college may be granted for work on campus, extension and correspondence by the approval of the Professional Credits Committee.

Community college course work which pertains to one's teaching assignment may be judged as acceptable for salary schedule credit by the Professional Credits Committee.

District sponsored in-service workshops may be offered by the District for salary schedule credit if approved by the Superintendent and if judged acceptable, on a person-by-person basis, by the Professional Credits Committee.

Salary schedule professional credits may be granted by the Professional Credits Committee for attendance at professional education meetings or conferences on noncontracted days. No more than one-half credit may be granted for each full day meeting.

Employees have the primary responsibility to keep certification and salary schedule position current.

Any staff member may request a review of his credits and may attend the meeting during discussion of his request.

Credit approval requests are to be accompanied by a complete description which includes: course description, title and number, college name, official transcript and written justification for taking the course. Proof of completion of other educational experiences may be required at the discretion of the Professional Credits Committee, or a written description of the experiences or work which is the basis for the credit request.

A staff member may appeal the committee decision by appearing in his own behalf to discuss any problem or to bring to light any further information to justify his case.

If there is any question about credit advancement, seeking prior approval from the committee is recommended.

Activity Pay Schedule

All coaches moving into the Anacortes District and accepting an identical position or a position of lower rank in the same sport will receive full credit for prior coaching experience.

All coaches within the Anacortes School District, moving into the coaching assignments of higher rank in the same sport will receive one-half year experience credit for each year of coaching at the lower rank.

All coaches within the Anacortes School District moving into coaching assignments of lower rank in the same sport will receive full credit for experience.

All coaches changing positions from one sport to another at the request of the Administration will receive full credit for previous experience.

The experience classification on noncoaching personnel being placed on the activity schedule will be based upon previous experience in an equal position as determined by the Superintendent. Experience must be earned in a specific activity category and may not be transferred.

Reimbursement shall be paid only for predetermined assignments which provide for the performance of services beyond the regular student day.

The rate of reimbursement should be in proportion to the degree of responsibility assumed and the amount of time required.

Principals shall be responsible for determining that each activity is carried on in such a manner as to meet at least the minimum requirement as established by the job description. Job descriptions shall not be determined in any way as to preclude minor changes and adjustments and additions to the specifications in the job descriptions as deemed necessary by the Superintendent.

Certificated personnel currently employed by the Anacortes School District and who have the necessary knowledge will be given preference for all activity assignments. Any noncertificated person and/or less than a one-half (1/2) time employee shall be properly placed on the activity pay schedule when certificated personnel are not available and when approved by the Washington Interscholastic Activities Association.

Since certificated personnel are hired on the basis of their classroom teaching abilities rather than extra curricular skill, the opportunity to teach at one school level and instruct an activity assignment at a different level will not be denied.

See Appendix C for schedule.

Extended Contracts

Secondary counselors will be reimbursed for up to a maximum of seventy (70) additional hours for necessary work before and after the regular contracted school year.

Elementary librarians will be reimbursed for up to a maximum of thirty-five (35) additional hours for necessary work before and after the regular contracted year. When two elementary libraries are maintained by a single librarian, the maximum reimbursement shall be forty-nine (49) hours. Secondary librarians will be reimbursed for up to a maximum of seventy (70) additional hours.

Driver Education instructors shall be reimbursed for a maximum of six (6) hours of instruction for each behind-the-wheel student who completes the course.

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 these extra services shall be reimbursed at their respective annual contracted hourly rates.

Curriculum Development Pay

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 Administrative Council.

Remuneration may be provided upon approval by the Administrative Council for hours worked on noncontracted days, on holidays, vacations, weekends, and after completion of required responsibilities on contracted days.

Reimbursement shall be at each teacher's respective annual contracted hourly rate.

School Business and In-service Rate

Meetings and visitations taken at the direction of the Superintendent in behalf of the school district shall be fully reimbursed within reasonable limits.

The following kinds of trips will be reimbursed under this rate classification:

- a. Those called by county or state education officials.
- b. Those pertaining to the exclusive interests of the school district rather than the employee.
- c. Classroom visitations specified by an administrator.
- d. Curriculum and program improvement meetings specified by an administrator or the Administrative Council.

Cost of the carrier or 13¢ per mile if one's own vehicle must be used.

Registration fee in full.

Meals - up to \$11.00 per full day (\$2.50 breakfast, \$2.50 lunch, \$6.00 dinner).

Lodging - actual cost.

The Superintendent may approve extra costs for meals when evidence indicates that the price of a conference meal includes the cost of the speaker. Receipts will be required.

Receipts will be required for registration fees, lodging, and carrier.

Request for visitations and meetings shall be made in advance.

Professional Rate

The following kinds of trips will be reimbursed under this rate classification:

- a. The noncontracted state professional meeting days set aside each year.
- b. Professional meetings requested by an employee (coaches' clinics, music conferences, etc).

Mileage - 13¢ per mile (if school car unavailable).

The Administration will assign riders to specific vehicles for which mileage is being paid in order to hold down costs.

Registration fee - in full, if not tied to memberships.

Meals - up to \$11.00 per full day (\$2.50 breakfast, \$2.50 lunch, \$6.00 dinner).

Lodging - \$10.00

Receipts will be required (with reimbursement claim) for registration fee, lodging and carrier.

Substitute Teachers

Substitute teachers will be paid \$30.40 per day, but should they serve on the same job for thirty (30) days or more in any one school year they shall be reimbursed thereafter at their salary schedule rate. In the event the employee being substituted for is not returning to the district during the contract year, a qualified certificated employee shall be given a regular teaching contract.

The duties and responsibilities pertaining to a classroom teacher will apply to the working conditions of a substitute.

The assignment of all substitute teachers will be made through the principal's office from an approved list supplied by the Superintendent.

Teachers shall notify the principal in the evening before or by 7:00 AM on the day of the absence.

Teachers shall notify principals the day before they plan to return to work. If this is not done and a substitute has been engaged, the substitute will be paid for one-half (1/2) day and the teacher will be charged for one-half (1/2) day of substitute pay.

Full instructions and plans shall be available for the substitute teacher.

Substitutes serving less than a full day shall be reimbursed at \$15.20 or 50% for less than the full day and at \$30.40 for anything more than 50%.

Section 11. Insurance Benefits

The District shall provide \$44.10 per month payment for insurance premium payments toward premiums of approved District group insurance programs for all employees and their eligible dependents who elect to participate, and this shall become effective with the October 1 payroll.

The District shall provide an additional \$3.52 per month payment effective February 1, 1976. Payments shall apply toward health, medical, salary and other group insurance programs as approved by the Association and the Board. Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insuring company. The payment shall be granted to all full-time and more than half-time employees. One-half (1/2) the payment shall be granted all half-time employees.

The District shall provide payment for insurance premium payments of the following approved District group insurance programs:

- a. Dental: The District shall pay \$14.10/mo. until Feb. 1, 1976 and \$17.62/mo. thereafter for a dental plan for certificated employees and their dependents. This plan will be by the Washington Education Association.
- b. Medical: The District shall pay \$30.00 per month toward premiums for the Washington Education Association Medical/Life 365 Program for certificated employees and their dependents.
- c. The employee may choose to have the balance of District payments, after dental and medical premiums are paid, applied to WEA Group Salary Insurance Plan.

Section 12. Leaves

Sick Leave

The District agrees to provide ten (10) days per year accumulative to one hundred eighty (180) days per 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.58.100, 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.

In the event accumulated sick leave is expended by an employee, the employee shall receive full salary less substitute's pay for an additional thirty (30) working days. Thereafter, deduction shall be made at 1/184 of annual salary.

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

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

Sick leave shall be applicable under the following provisions, in addition to definitions in section above:

- a. Medical or dental appointments which require the attention of an out-of-town specialist, if recommended by a Skagit County 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.

Maternity Leave

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 limits 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.

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.

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.

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.

Adoption Leave

An employee legally adopting a child shall notify the District in writing no later than two (2) weeks prior to intent to take adoption leave. The notification shall state the expected date of commencement of leave and return to employment. Within thirty (30) calendar days after adoption 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 M.D. Employees returning from adoption leave shall be placed in their former position or a similar position in the District.

Bereavement Leave

The District agrees to provide with no deduction in salary up to five (5) days of leave per year, per employee, in the event of death, or serious illness in the family of the employee or that of a close friend.

This leave shall be nonaccumulative and in combination with emergency leave shall not exceed five (5) days in any single school year for an employee.

"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 inlaws 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.

Emergency Leave

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

- a. Any serious illness or injury to a member of an employee's family which requires hospitalization or confinement in bed at home under the care of specialized personnel.
- b. Any act over which one has no control or which results in serious personal loss, such as fire, natural catastrophe.
- c. Any accident without personal injury. (i.e. auto accident, accident in public conveyance)

- d. Any mandatory court appearance which is not the result of an illegal act on behalf of the employee.
- e. Legal and business commitments which cannot be foreseen, which demand immediate action, and cannot be transacted during non-school hours, and for which the employee will not be deriving immediate material gain.
- f. Honors and awards to spouse or child which have been approved in advance by the Superintendent. (i.e. college graduation, state tournaments, college musical or drama presentation, professional awards)
- g. Other conditions which are perceived by the employee as of an emergency nature may be granted emergency leave classification after review by the Superintendent.

This leave shall be nonaccumulative and in combination with bereavement leave shall not exceed five (5) days in any single school year for any employee.

Civic Leave

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.

Jury Leave

In the event that an employee voluntarily chooses to accept service on a jury and is subsequently selected so to serve, the District agrees to provide jury leave at regular pay with a deduction for jury pay for a period not to exceed two (2) weeks.

Professional Leave

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.

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 of other remunerative occupation during such period. This does not prevent an employee from furthering his education on a teaching scholarship or fellowship.

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.

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.

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 Article III, Section 7 of this Contract shall be applicable.

Military Leave

Every employee who is a member of the armed service 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)

Attendance at Meetings and Conferences

Travel and per diem expenses may be granted to employees to attend professional meetings upon written request to the Superintendent. The District shall provide substitutes when necessary.

Applications must be submitted in advance on the form provided. Requests will come from teachers and principals are responsible for screening requests and recommending specific meetings for specific teachers for the improvement of instruction in the areas of the teacher's greatest need. Trips pertaining to extracurricular assignments will also be considered. The first request by an employee will be granted provided there are professional funds available and the principal recommends the trip.

Association Leave

A maximum of fifteen (15) mandays of leave per year for Association business will be granted, provided that in no case shall any individual member be released for more than eight (8) 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 amount equal to the cost of the substitute within five (5) days of the leave.

Leaves of Absence

This policy shall be broad in its scope so that every request, for whatever reason, will be considered on its merits. Priority consideration will be given to requests for leaves of absence for study, military service, health, and foreign teaching. 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 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.

Requests for leaves of absences 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. Employees granted leave must present written notice to the Superintendent by February 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.

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.

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.

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.

Personal Leave

Two (2) days leave, non-accumulative, shall be granted an employee for personal, business, legal, or religious reasons, provided, no more than ten percent (10%) of the teaching staff in any one day shall be granted such leave, and at least forty-eight (48) hours advance notice of request for such leave must be given to the District. The cost of the substitute shall be borne by the employee.

Section 13. Calendar

The school calendar is attached as Appendix D.

There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. In the case of bad weather, natural catastrophe, fire, or other unforeseen emergency, the Board may close the school(s) temporarily without consulting the Association. The Board and the Association shall mutually agree on the date(s) the days will be made up.

Section 14. Employee Facilities

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

- a. adequate space in each classroom to safely store instructional materials and supplies;
- b. a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- c. a furnished faculty lounge separate from any work area and equipped with a telephone line and instrument; in the event of a double levy failure, the availability of a telephone line and instrument will be negotiated;
- d. a serviceable desk and chair, and filing cabinet of adequate size in each classroom;

- e. a communication system, not necessarily electrical, between classrooms and the main office:
- f. well-lighted and clean restrooms, separate from student restrooms: and
- g. a separate dining area apart from the student dining area.

In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area and outside door of their assigned building.

An adequate part of the parking lot at each school will be reserved for employee parking.

Representatives of the Association may recommend facility improvements to the building principal and may meet and confer for the purpose of obtaining specific changes or improvements.

Section 15. Professional Responsibilities

Teachers shall be responsible for understanding and complying with the provisions of all Board Policies and Administrative Regulations provided that written copies have been issued to all certificated employees.

It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the School District, the State Superintendent of Instruction and State Board of Education, maintaining and rendering the appropriate records and reports.

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.

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 are required to make the preparations daily for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school services as may be required by the principal, Superintendent or the Board. (All as per WAC 180-44-010)

Section 16. Nonprofessional Duties

Every effort shall be made by the administration to avoid assigning to certificated employees such duties including, but not limited to, food distribution, supervision of cafeteria, bus loading or unloading, supervision of playgrounds, collecting money from students, inventorying (except librarians), storing and delivering books, duplicating materials, and other clerical and/or custodial functions. The Board and the Association agree to work jointly in an effort to define "nonprofessional" duties during the 1975-76 school year.

Employees shall not be required to drive students to activities which take place away from the school building.

Section 17. Auxiliary Personnel

Definitions

Auxiliary personnel are persons who assist in, but are not responsible for, instruction under the supervision of a certificated staff person.

Selection

Classified lay aide applicants shall be interviewed by the Administration and, when available, certificated employees who will share the responsibility for the supervision of the auxiliary personnel employed.

Selection shall be made by the Board on the basis of recommendations made by Administration and involved employees.

Assignment

Auxiliary personnel shall be assigned in accordance with the needs of the educational program as determined by the Board and Administration after meeting and conferring with the Association.

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.

Relationship to Certificated Employees

Auxiliary personnel are to be employed to assist certificated employees to provide better instructional services to students.

Auxiliary personnel are not employed to relieve certificated employees (classroom teachers) of their teaching responsibilities.

Written job descriptions consistent with this Contract shall be developed by the District for all auxiliary personnel defining their function and responsibilities in each instance or general classification into which auxiliary personnel are employed. Such job descriptions shall not be interpreted as limiting any function which is not specifically eliminated in the job description.

Auxiliary personnel shall not assume or be given responsibilities assigned to certificated staff such as the following:

- a. Responsibility for deciding each child's program of instruction.
- b. Diagnosis and evaluation of pupil's progress.
- c. Formal reporting of student progress to parents or guardians of students.
- d. Making reports to anyone other than Administrators with respect to any certificated employee's competency, level of preparation, classroom discipline, working environment or any other aspect related to the evaluation of certificated employees (classroom teachers).
- e. Acting in any capacity relating to classroom instruction without the direct supervision by a certificated employee (classroom teacher) or Administrator.

Evaluation

The certificated employees and the Administration shall evaluate auxiliary personnel and if necessary, revise the utilization of auxiliary personnel as it relates to the educational program for students.

Section 18. Student Teachers

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.

ARTICLE IV

INSTRUCTION

Section 1. Orientation of Staff

At the annual meeting of all employees prior to the opening of school for students, the President of the Association or his designee shall have up to thirty (30) minutes to address the employees.

In the formal program provided by the District for the orientation of new employees, there shall be opportunity for participation by Association representatives.

The names of all employees, their building, grade and subject assignments shall be provided to the Association as soon as possible each fall.

Section 2. Class Size

The Anacortes School District recognizes that a low district-wide pupil-staff ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the principal in their flexibility in seeking an ideal learning environment. The District maintains that class size and/or pupil-staff ratio must reflect individual school needs, unique problems, and innovative teaching techniques.

In implementing the objectives of instruction policy and in recognition of the problems of discipline, counseling, and instruction when the teaching load is excessively large, the following instructional load standards are established except for traditional large group instruction classes such as music, physical education, team teaching and special education programs for which state standards are prescribed, and except when the District, because of financial crisis (such as levy failure) has significantly less money for the instructional programs than it traditionally has.

	Optimum (Most Desirable)	Ordinarily Should Not Exceed
K-3	25	28
4-6	28	31
7-9	30	33
10-12	30	33

Throughout the school year every effort will be made to assure that stated optimums are not exceeded in individual classrooms by transferring students from classes which exceed optimums where practical and where parental consent is obtained.

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

Computation of Class Size

Class size is defined as the total of those students spending one-half or more of their instructional time in an assigned classroom.

Section 3. Preparation Period

Elementary

1. Preparation time shall be free from student supervision, parental visitation, or any duty imposed by an administrator.

2. The following times are currently subject to designation as planning time by the Superintendent, provided that the conditions above are met:
 - a. Times when specialists are instructing classes.
 - b. Time during the lunch time beyond the thirty (30) minute duty free lunch time.
 - c. Time available at grades K-2 as a result of their shorter instructional day.
3. Teachers shall have a minimum of 180 minutes per week.

Secondary

1. Semester plan - one 45 minute planning period per day.
2. Trimester - one 50 minute planning period per day at least one of the trimesters.

Section 4. Classroom Visitation

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

- a. All visitors to a school and/or classroom shall obtain the approval of the principal, and, if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee regarding the impending visitation and determined that the nature of the classroom activity is conducive to a visitation.
- b. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 5. Student Discipline

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

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 employees' 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 Board Policies, Administrative regulations and principals' rules, 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 judgement concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.

In instances where student behavior warrants discipline, suspension, or expulsion from school, such student shall be afforded an opportunity for a hearing and due process in accordance with federal and state laws and adopted Board policies. Such disruptions or distractions shall be carefully documented, specifying dates of occurrence and specific acts. When possible, before readmittance to class, there shall be a signed agreement finalized between the student, parent or guardian, principal and the employee specifying the future behavior expectations of the student. Principals, after consulting with the employee(s) involved, shall determine the conditions for readmittance to schools and classes.

Each building principal shall be responsible for the development of disciplinary guidelines relevant to student control appropriate to his/her building. Staff will participate in the development of these guidelines to include the format of the Student Discipline Referral Form and the format of the Classroom Readmission Agreement.

The District shall provide instructional meeting(s) for all employees concerning all applicable federal, state and local laws and district rules, regulations and procedures pertaining to student rights, teacher rights, due process, and the processing of student discipline. The meeting(s) shall be held prior to September 30, during the school day and at no cost to the employees. The District will consult with Association leadership prior to conducting the meeting(s).

Section 6. Building Budget Committee

There shall be established in each school building a budget committee which shall consist of the building principal and one or more instructional staff selected by the instructional staff in the building. The term "school building" is defined as any building in which instruction takes place.

Building budget totals shall be set by the Superintendent within the limits imposed by the district budget.

In establishing priorities and allocations within the building budget for purchasing instructional supplies, materials and equipment, developing curriculum, and implementing programs the building principal shall meet and confer with the instructional staff on the budget committee. The primary responsibility for the administration of the building budget shall be the principal's, subject to the provisions contained herein.

No later than March 15 of each year, all employees in each school building shall submit in writing their needs for supplies, materials and equipment for the following year to the building budget committee. The committee shall review the requests and make modifications if necessary. The building principal shall forward the recommended requests to the Superintendent.

If for any reason the Superintendent shall modify such requests, he shall first meet with the building budget committee to review the situation.

Every effort shall be made by the District to acquire supplies, equipment and materials prior to the official opening of the school year. If some items have not arrived, the current status of such items shall be indicated through the principal to the employee involved.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definitions

A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

A "grievance" shall mean a formal written claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Contract or a negotiated policy or that there exists a condition which jeopardizes employee health or safety.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

"Days" shall mean employee employment days, except during summer vacation period, when "days" shall mean weekdays. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

Section 2. Rights to Representation

At least one Association representative at the request of an individual grievant shall be present for any meetings, hearing, appeals, or other proceeding relating to a grievance which has been formally presented.

If, in the judgement of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

Section 3. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels.

A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an attorney or by an Association representative selected by the Association.

Section 4. Procedure

Step 1

The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within 60 days of the discovery of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and/or the Association representative and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within four (4) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2

If the grievant is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within six (6) school days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have four (4) days to provide his written decision, together with the reasons for the decision to the Association and/or grievant(s).

Step 3

In the event the grievance involves the interpretation or application of the terms of this Contract or a negotiated policy, and in the event the grievant is not satisfied with the disposition of his/her grievance at Step 2, herein, or in the event the Superintendent or his designee has not provided a written determination of the grievance within the limits specified in Step 2, the grievant may request or authorize the recognized employee organization to request a hearing before the advisory arbitrator. Said hearing shall be conducted within ten (10) days of the receipt of the request for a hearing.

Within fifteen (15) days following the conclusion of the hearing, the advisory arbitrator shall issue a report which shall include findings of fact, recommended resolution or award, and an opinion discussing the evidence and setting forth the reasoning for the recommended resolution or award. Said report shall be submitted to the Board of Directors, the grievant and the recognized employee organization.

The Board of Directors, within ten (10) days following receipt of the advisory arbitrator's report shall notify the grievant and the recognized employee organization in writing of its decision with respect to the matter, which shall include the disposition of the grievance and the rationale for its decision.

The grievant may, within thirty (30) days after receipt of the decision of the Board of Directors, file an appeal with the Superior Court with respect to the Board's decision, as provided in RCW 28A.88.010.

Selection of Advisory Arbitrator

Prior to September 15 of each school year, the recognized employee organization and the Board of Directors shall mutually agree as to the individual who shall serve in the capacity of advisory arbitrator as provided in Step IV, for the duration of the school year, and shall receive from said individual a commitment to serve in said capacity. The Superintendent may act on behalf of the Board in the selection process, provided the Board, by official action taken no later than the last regular Board meeting in the month of September, ratifies the individual recommended by the recognized employee organization and the Superintendent.

In the event the advisory arbitrator chosen by the parties is unable to serve in a particular instance, or for a period of the school year, the selection process shall be repeated and another individual selected for that specific instance, or period of time.

Costs to the Parties

The costs of providing the services identified in Section IV, herein, shall be discussed with the prospective advisory arbitrator at the time of selection and mutually agreed upon by the parties. Costs incurred for the services of the advisory arbitrator in a particular hearing, including costs of hearing facilities, transcripts, or other attendant costs to the conduct of such hearing, shall be equally borne by the Board of Directors and recognized employee organization. However, costs incurred by either party in the presentation of their position before the advisory arbitrator shall be borne by the respective party incurring such costs.

In the event the recognized employee organization chooses not to represent an individual grievant at an advisory arbitration hearing, said individual shall be responsible for their share of the costs incurred in the conduct of the hearing.

Conduct of Hearings

Hearings shall be conducted in the following manner, unless altered by the advisory arbitrator with the mutual consent of the parties involved in the grievance.

1. Introduction of the arbitrator and parties to the dispute.
2. Swearing-in of witnesses.
3. Opening statements by the initiating party, followed by a similar statement by the opposing party.
4. Presentation of evidence, witnesses and arguments by the initiating party.
5. Cross-examination by the opposing party.
6. Presentation of evidence, witnesses and arguments by the defending party.
7. Cross-examination by the opposing party.
8. Summation by both parties, following the same order as in the opening.

The order in which the facts are presented does not imply that the "burden of proof" is more on one side than the other. Rather, the purpose of this process shall be for both parties to present such evidence as they deem appropriate to illustrate the justice of their position. The advisory arbitrator may request from either party such information or material as he may deem necessary for his deliberations; provided that such request shall be disclosed to the other party, and an opportunity for presentation of opposing information or material is provided.

The advisory arbitrator shall be without power or authority to make any decision or recommend any award which requires the commission of an act prohibited by law or which is violative of the terms and conditions of an agreement, policy, rule or regulation of the district, or to preside over a hearing in which he has a conflict of interest.

Alternate Step 3

In the event the grievance involves a claim that an employee has been treated inequitably, but does not involve the interpretation or application of the terms of this Contract or a negotiated policy, and in the event the grievant is not satisfied with the disposition of his/her grievance at Step 2, herein, or in the event the Superintendent or his designee has not provided a written determination of the grievance within the limits specified in Step 2, the grievant may request or authorize the recognized employee organization to request a hearing before the Board of Directors. Said hearing shall be conducted within ten (10) days of receipt of the request for a hearing.

Within fifteen (15) days following the conclusion of the hearing, the Board of Directors shall submit in writing to the grievant and the recognized employee organization its decision with respect to the matter, which shall be the final disposition of the grievance, subject to the right of the grievant to file an appeal with the Superior Court with respect to the Board's decision, as provided in RCW 28A.88.010.

Section 5. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his or her participation in any grievance.

Section 6. Cooperation of Board and Administration

The Board and the Administration will cooperate with the grievant in its investigation of any grievance, and further, will make available to the grievant at grievant's cost such information as is reasonably required for the processing of any grievance.

Section 7. Released Time

During the investigation or processing of any grievance, if the Board or Administration requires that an employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Section 8. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Except in the case of a grievance brought or maintained by the Association, one year after the settlement the grievance, all documents, communications and records submitted or received relating to the grievance proceedings shall have expunged from them all reference to individual employees.

Section 9. Grievance Forms

Forms for filing and processing grievances shall be provided by the District and available in each building in the District.

ARTICLE VI

NEGOTIATIONS PROCEDURES

A. Objectives

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 deliberation leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement.

B. Representation

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.

C. Subjects of Negotiations

The negotiation teams shall consider policies which affect terms and conditions of professional services of the certificated staff. In the event a dispute arises as to an issue being bargainable, said dispute shall be resolved consistent with state law.

D. Directing Requests

Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Superintendent and the Board. Requests from the Board shall be made in writing directly to the president of the Association. Within ten (10) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place within fifteen (15) days of the request.

Additional meetings shall be agreed upon by the negotiating teams as may be necessary. Released time shall be arranged for Association representatives when meetings are held during classroom teaching hours.

E. Exchange of Information

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

F. Notification

At the initial negotiations session, the Association shall make a written notification to the Public Education Relations Commission and the Federal Mediation and Conciliation Service that a successor contract has been submitted. The notification shall include duration and reopener dates of the previous Contract and the items submitted for bargaining. A copy of the notification shall also be sent to the School Board.

G. Agreement

When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. 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. The provisions of salary, activity pay, beginning and ending dates of the contract year shall be reflected in the individual contract or statement of conditions of service as submitted to employees.

H. Dispute Resolution

In the event that a dispute occurs and an impasse results, the parties shall utilize the procedures for resolution defined in the Educational Employment Relations Act.

I. Changes

Any changes to these procedures shall be made through the process described in A, B, C, D, E, F, G, and H above.

ARTICLE VII

DURATION

This Contract shall remain in full force and effect from September 1, 1975 to and including June 30, 1976. The parties shall enter into negotiations for a new contract, pursuant to Chapter 288, Laws of 1975, 1st Extraordinary Session, not later than February 1, 1976.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 1976.

ATTEST:

FOR THE ASSOCIATION

FOR THE BOARD

APPENDIX A

Teachers' SALARY SCHEDULE 1975-1976

Yrs. Exp.	BA	BA +15	BA +30	5th Yr. BA +45	BA +60	BA +75	MA or BA +90	MA +15 or BA +105	MA +30 or BA +120	MA +45 or BA +135	Yrs Exp.
0	1.00 (8977)	1.04 (9336)	1.08 (9695)	1.11 (9964)	1.14 (10234)	1.17 (10503)	1.20 (10772)	1.23 (11042)	1.26 (11311)	1.29 (11580)	0
1	1.05 (9426)	1.09 (9785)	1.13 (10144)	1.16 (10413)	1.19 (10683)	1.22 (10952)	1.25 (11221)	1.28 (11491)	1.31 (11760)	1.34 (12029)	1
2	1.10 (9875)	1.14 (10234)	1.18 (10593)	1.21 (10862)	1.24 (11131)	1.27 (11401)	1.30 (11670)	1.33 (11939)	1.36 (12209)	1.39 (12478)	2
3	1.15 (10324)	1.19 (10683)	1.23 (11042)	1.26 (11311)	1.29 (11580)	1.32 (11850)	1.35 (12119)	1.38 (12388)	1.41 (12658)	1.44 (12927)	3
4	1.20 (10772)	1.24 (11131)	1.28 (11491)	1.31 (11760)	1.34 (12029)	1.37 (12298)	1.40 (12568)	1.43 (12837)	1.46 (13106)	1.49 (13376)	4
5	1.25 (11221)	1.29 (11580)	1.33 (11939)	1.36 (12209)	1.39 (12478)	1.42 (12747)	1.45 (13017)	1.48 (13286)	1.51 (13555)	1.54 (13825)	5
6	1.30 (11670)	1.34 (12029)	1.38 (12388)	1.41 (12658)	1.44 (12927)	1.47 (13196)	1.50 (13466)	1.53 (13735)	1.56 (14004)	1.59 (14273)	6
7				1.46 (13106)	1.49 (13376)	1.52 (13645)	1.55 (13914)	1.58 (14184)	1.61 (14453)	1.64 (14722)	7
8				1.51 (13555)	1.54 (13825)	1.57 (14094)	1.60 (14363)	1.63 (14633)	1.66 (14902)	1.69 (15171)	8
9				1.56 (14004)	1.59 (14273)	1.62 (14543)	1.65 (14812)	1.68 (15081)	1.71 (15351)	1.74 (15620)	9
10							1.70 (15261)	1.73 (15530)	1.76 (15800)	1.79 (16069)	10
11							1.75 (15710)	1.78 (15979)	1.81 (16248)	1.84 (16518)	11
12							1.80 (16159)	1.83 (16428)	1.86 (16697)	1.89 (16967)	12
13										1.94 (17415)	13
14										1.99 (17864)	14

APPENDIX B

SCHOOL NURSE SALARY SCHEDULE 1975-1976

<u>YEARS EXPERIENCE</u>	<u>LESS THAN BA</u>	<u>BA</u>	<u>SCHOOL NURSE CERTIFICATION</u>
0	\$7438	\$8057	\$8678
1	\$7749	\$8367	\$8987
2	\$8058	\$8678	\$9298
3	\$8369	\$8987	\$9608
4	\$8679	\$9298	\$9917

(Plus 12 paid holiday/vacation days. Contracted for 182 days.)

ANACORTES SCHOOL DISTRICT #103

ACTIVITY PAY SCHEDULE

1975-1976

	<u>EXPERIENCE</u>				
	<u>0</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>4 yrs.</u>
<u>Schedule "A" Factors</u>	<u>.020</u>	<u>.022</u>	<u>.024</u>	<u>.026</u>	<u>.028</u>
Dollars	\$180.	\$197.	\$215.	\$233.	\$251.
Cross Country, Junior High School					
Girls' Drill Team Director, High School					
Intramural Director Per Sport, High School					
Intramural Director Per Sport, Junior High School					
School Patrol Director, Elementary					
<u>Schedule "B" Factors</u>	<u>.020</u>	<u>.023</u>	<u>.026</u>	<u>.029</u>	<u>.032</u>
Dollars	\$180.	\$206.	\$233.	\$260.	\$287.
Intramural Coordinator, Boys, High School					
Newspaper Director, "Seahawk", High School					
Newspaper Director, Junior High School					
<u>Schedule "C" Factors</u>	<u>.025</u>	<u>.030</u>	<u>.035</u>	<u>.040</u>	<u>.045</u>
Dollars	\$224.	\$269.	\$314.	\$359.	\$404.
Drama, Junior High, per play					
Intramural Director per sport, Elementary					
<u>Schedule "D" Factors</u>	<u>.030</u>	<u>.035</u>	<u>.040</u>	<u>.045</u>	<u>.050</u>
Dollars	\$269.	\$314.	\$359.	\$404.	\$449.
Annual Director "Rhododendron", High School					
Annual Director, Junior High School					
Drama Director, per play, High School					
Musicals, Jr-Sr High, each director					
<u>Schedule "E" Factors</u>	<u>.040</u>	<u>.045</u>	<u>.050</u>	<u>.055</u>	<u>.060</u>
Dollars	\$359.	\$404.	\$449.	\$494.	\$539.
Girls' Athletic Club, Junior High					
Girls' Track, Assistant, High School					
<u>Schedule "F" Factors</u>	<u>.040</u>	<u>.050</u>	<u>.060</u>	<u>.070</u>	<u>.080</u>
Dollars	\$359.	\$449.	\$539.	\$628.	\$718.
Baseball, 7-8 grade					
Basketball, Coach, girls' 7-8 grade					
Basketball, Coach, boys' 7-8 grade					
Basketball, Ass't Coach, 9th grade					
Football, 7-8 grade					
Football, Ass't, 9th grade					
Girls' Gymnastic Coach, Ass't.					
Golf Coach, 9th grade					
Music Director, Elementary					
Tennis Director, Girls' Junior High School					
Track Coach, 7-8 grade					
Wrestling Coach 7-8 grade					

EXPERIENCE

	<u>0</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>4 yrs.</u>
<i>Schedule "G" Factors</i>	<i>.070</i>	<i>.075</i>	<i>.080</i>	<i>.085</i>	<i>.090</i>
<i>Dollars</i>	<i>\$628.</i>	<i>\$673.</i>	<i>\$718.</i>	<i>\$763.</i>	<i>\$808.</i>

Baseball, Coach 9th
 Baseball, Ass't, High School
 Debate, High School
 Girls' Athletic Club, High School
 Girls' Basketball, Junior High
 Girls' Basketball, Ass't High School
 Girls' Gymnastics, Junior High
 Girls' Track, Junior High
 Girls' Track, High School
 Girls' Tennis, High School
 Girls' Volleyball, High School
 Music Director, Junior High
 Track Coach, 9th grade
 Track, Ass't, High School

<i>Schedule "H" Factors</i>	<i>.080</i>	<i>.085</i>	<i>.090</i>	<i>.095</i>	<i>.100</i>
<i>Dollars</i>	<i>\$718.</i>	<i>\$763.</i>	<i>\$808.</i>	<i>\$853.</i>	<i>\$898.</i>

Basketball, 9th grade
 Basketball, Ass't, High School
 Cross Country, High School
 Football Coach, 9th grade
 Football, Ass't, High School
 Girls' Basketball, High School
 Girls' Gymnastics, High School
 Golf Coach, High School
 Music Director, Choral, High School
 Tennis Coach, High School
 Wrestling, 9th grade
 Wrestling, Ass't, High School
 Athletic Director, Junior High

<i>Schedule "I" Factor</i>	<i>.095</i>	<i>.100</i>	<i>.110</i>	<i>.115</i>	<i>.120</i>
<i>Dollars</i>	<i>\$853.</i>	<i>\$898.</i>	<i>\$987.</i>	<i>\$1032.</i>	<i>\$1077.</i>

Baseball Head Coach, High School
 Track Head Coach, High School

<i>Schedule "J" Factors</i>	<i>.130</i>	<i>.140</i>	<i>.150</i>	<i>.160</i>	<i>.170</i>
<i>Dollars</i>	<i>\$1167.</i>	<i>\$1252.</i>	<i>\$1347.</i>	<i>\$1436.</i>	<i>\$1526.</i>

Athletic Director, High School
 Basketball, Head Coach, High School
 Football, Head Coach, High School
 Music Director, Band, High School
 Wrestling, Head Coach, High School

APPENDIX D

SCHOOL CALENDAR 1975-1976

August

M	T	W	T	F
25	26	27	28	29

September

M	T	W	T	F
(1)	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
(27)	28	29	30	31*

November

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21**
24	25	26	(27)	(28)

December

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	(24)	(25)	(26)
(29)	(30)	(31)		

January

M	T	W	T	F
			(1)	(2)
5	6	7	8	9
12	13	14	15	16*
19	20	21	22	23
26	27	28	29	30

February

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
(16)	17	18	19	20
23	24	25	26	27

March

M	T	W	T	F
1**	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23*	24	25	26
29	30	31		

April

M	T	W	T	F
			1	2
5	6	7	8	9
(12)	(13)	(14)	(15)	(16)
19	20	21	22	23
26	27	28	29	30

May

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
(31)				

June

M	T	W	T	F
	1	2	(3)	(4)

Aug. 25	New Teachers' Workshop
Aug. 26-27	All Teachers' Workshop
Sept. 1	Labor Day
Sept. 2	First Student Day
Oct. 27	Veterans' Day
Nov. 27-28	Thanksgiving Vacation
Dec. 24-Jan. 2	Christmas Vacation
Feb. 16	Washington Birthday
Apr. 12-16	Spring Vacation
May 31	Memorial Day
June 2	Last Student Day
June 3-4	All Teachers' Workday



New Teachers Only
All Teachers' Workshop
Vacations
Non-Contracted Professional Day

* Quarter Ends
** Trimester Ends

APPENDIX E

EVALUATION OF PERFORMANCE

PART A PREPARATION

(To be generally discussed during pre-observation conference)

Criteria #1 - The teacher shall appraise student abilities, disabilities, and interests.

Indicators

Does the teacher:

- a. Make appropriate use of information in cumulative folders and other school records?
- b. Consult with parents when necessary?
- c. Select and utilize appropriate diagnostic tools?
- d. Survey students as a group, and/or consult with them individually?
- e. Consult with other teachers, counselors, and/or specialists when appropriate or necessary?

Criteria #2 - The teacher shall establish a program of learning consistent with student educational needs and the nature of the subject matter.

Indicators

Does the teacher:

- a. Establish objectives which are clear, specific and measurable?
- b. Establish objectives which are appropriately organized and structured in a logical sequence according to what precedes and what follows in the development of the subject?
- c. Provide learning experiences appropriate to the course of study?
- d. Maintain an appropriate balance of assignments and activities within the course of study?
- e. Make appropriate provision for differences in student ability, interest, experience and cultural values?

Criteria #3 - The teacher shall make effective use of available resources and materials.

Indicators

Does the teacher:

- a. Encourage students to utilize a variety of reference materials?

- b. Encourage students to utilize audio-visual materials and other school resources?
- c. Utilize school and community environment and personnel when appropriate?
- d. Utilize materials and resources provided by the District for instruction?
- e. Select and provide supplementary teaching materials which are appropriate and well-organized, as appropriate?

Comments:

EVALUATION OF PERFORMANCE

PART B PRESENTATION

(To be generally observed during scheduled formal observations)

Criteria #4 - The teacher shall use instructional methods which motivate and enable students to become involved in learning experiences.

Indicators

Does the teacher:

- a. Provide for individual differences in rate and style of learning?
- b. Allow students to pursue topics independently?
- c. Help students to develop efficient work habits?
- d. Use an appropriate variety of teaching techniques?
- e. Communicate and encourage students to communicate clearly and correctly in speech and writing?
- f. Convey a sense of enthusiasm?
- g. Demonstrate flexibility in responding to immediate educational needs of students?
- h. Encourage students to develop intellectual curiosity and the ability for independent, critical and creative thinking?
- i. Provide appropriate introductions, demonstrations, and illustrations?
- j. Utilize clear and concise lessons and assignments?
- k. Make economical use of class time?
- l. Develop summaries and reinforcements which support learning and encourage thought?
- m. Use individual student's talents and interests for class development?

Criteria #5 - The teacher shall establish and maintain an effective learning environment.

Indicators

Does the teacher:

- a. Involve students in the planning of learning experiences, selection of activities, and evaluation of learning?
- b. Involve students in establishing and carrying out classroom rules and procedures?

- c. Involve students in leadership roles and group decision-making?
- d. Expect students to use democratic procedures and show consideration for the rights of others?
- e. Consider student health, physical factors, work areas, and safety in providing the framework for learning?
- f. Consider personal needs, morale, self-respect, self-discipline and individual responsibility when dealing with students?
- g. Demonstrate understanding of student behavior, consistency, and tolerance?
- h. Maintain classroom control and discipline appropriate to the particular teaching situation?

Comments:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 27th day of April, 1976.

ATTEST:

FOR THE ASSOCIATION

Kenneth C. Moore

FOR THE BOARD

J. O. Henke

[illegible]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 27th day of April, 1976.

ATTEST:

FOR THE ASSOCIATION

Kenneth C. Moore

FOR THE BOARD

E. A. Henke
