

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

SEPTEMBER 1, 1997 TO AUGUST 31, 1998
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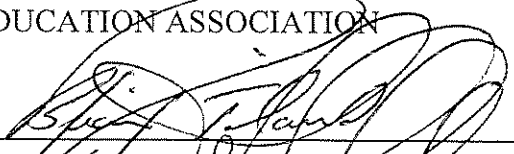
MEMORANDUM OF UNDERSTANDING

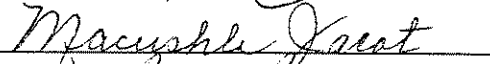
A NEGOTIATED AGREEMENT BETWEEN THE ANACORTES EDUCATION ASSOCIATION AND THE ANACORTES SCHOOL DISTRICT #103

1. The attached Agreement is hereby agreed to by both the Anacortes Education Association and the Anacortes School District for implementation effective September 1, 1997 through and including August 31, 1998.
2. Our signatures below indicate a ratification of the entire contract between the Anacortes Education Association and the Anacortes School District.

Entered into this ____th day of August, 1998:

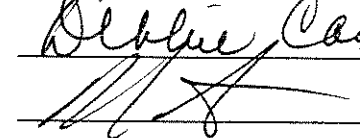
FOR THE ANACORTES
EDUCATION ASSOCIATION



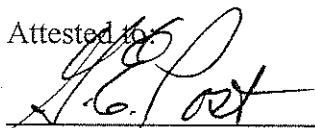



FOR THE ANACORTES SCHOOL
DISTRICT #103



Attested to:



Dr. Gerald E. Post, Interim Superintendent
and Secretary to the Board

ARTICLE I. ADMINISTRATION

Section 1. 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 Superintendent, Manager of Curriculum, Manager of Operations, Manager of Special Programs, Principals, Vice Principals, and other certificated employees who may be excluded by law, for the purpose of exercising all rights accorded certificated employee organizations by the Educational Employment Act.

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

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

Section 2. Status of the Contract

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

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

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

Article III, Section 4, Evaluation & Probationary Procedures
Article III, Section 8, Contract, Work Day and Payment
Article III, Section 9, Staff Reduction
Article III, Section 11, Insurance Benefits
Article III, Section 12, Leaves

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

Section 3. Contract Compliance

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

Section 4. Contract Administration

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

Section 5. Conformity to Law

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

Section 6. Distribution of Contract

Within a reasonable time (not to exceed sixty [60] days) following the ratification and signing of this Contract by the parties, the District shall print copies of this Contract for each certificated employee and the Association will accept the Contract on behalf of the employees and will be responsible for distribution of a copy to each employee in the bargaining unit. Ten (10) additional copies shall be provided to the Association. All certificated individuals making employment application to the District shall be provided a copy of the Contract for their examination only if they so request. The cost of the printing shall be shared equally between the District and the Association.

Section 7. Appendices

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

- A. Teacher Salary schedule
- B. Evaluation Report forms
- C. School Calendar
- D. ESA Evaluations

ARTICLE II. BUSINESS

Section 1. Association Security

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

Section 2. Payroll Deductions

The Association shall have the exclusive right of automatic payroll deduction of membership dues and fees for employees. Upon proper written payroll authorization from an employee, the District shall deduct from the wages of that employee monthly Association dues and shall forward that sum to the Association or its designee. The Association shall provide to the District payroll office no later than September 15 of each year a list of employees authorized for the automatic payroll deduction of Association

membership dues. Upon revocation of membership by an Association member, the Association shall submit notice of such revocation to the District payroll office to terminate the automatic dues deduction. The Association agrees to hold the Board harmless from all financial claims against it for or on account of any payroll deduction of membership dues and fees.

Section 3. Tax Shelter Annuities or Other Deductions

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

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

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

Section 4. 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 41.59 and/or Chapter 288, Laws of 1975, First 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 shortages 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 5. Association Rights

1. The Association and its representatives shall have the right to use the District buildings and equipment after obtaining permission from the administration. The Association shall be responsible for claims arising from damage caused by negligence resulting from the use of facilities and equipment.
2. The Association shall have the right to post notices of activities and matters of concern on bulletin boards as provided by the building administrator. The Association may provide its own bulletin boards on space designated therefor by the building administrator.
3. The Association shall have the right to use the teacher mailboxes for communication purposes so long as such use does not disrupt the district mail service or promote and initiate any stop work actions against the District.
4. The Association shall have the same access to District records as any citizen under RCW 42.17.
5. The Association shall be furnished, upon written request of the grievant, such information as is necessary for the processing of any grievance at the grievant's cost.
6. The Association and its representatives shall have the right to meet and confer with all certificated District employees after contacting the appropriate District administrator. Prior to said meeting, the Association will assure proper identification to the administrator of any person present at the meeting who is not represented by the Association. Such contact shall be limited to outside the contracted school day.
7. Representatives duly authorized by the Association to participate in negotiations, conferences, or meetings with representatives of the District shall suffer no loss of pay when the District schedules the same during the working day. The negotiations, conferences or meetings will be scheduled at mutually agreed to times and places.
8. The administration shall make available to the Association, upon written request, a list of new employees covered by this contract. This request shall not take precedence over other work being performed by central office staff.

ARTICLE III. PERSONNEL

Section 1. Employee Rights- Teacher Protection

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

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

An employee has the right to have a representative from the Association and/or counsel present when formally being reprimanded, warned, or disciplined. The District agrees to follow a policy of progressive discipline unless the severity or nature of the employee behavior warrants more serious and immediate actions. The progressive steps shall normally be as follows: 1) Oral warning; 2) Written warning; 3) Suspension; 4) Discharge.

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

Section 2. Professional Freedom

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

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

No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District. Building administrators may maintain in their buildings documents which include but are not limited to teacher observation records and correspondence relating to employees so long as the employee has been provided a copy of the document as soon as possible but no longer than thirty-five (35) days of its receipt or composition. Documents not provided within the thirty-five days shall not be used as evidence in any grievance, disciplinary hearing, or adverse action proceeding.

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

Section 4. Evaluation and Probationary Procedures

I. GENERAL

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

II. EVALUATOR'S PRIMARY RESPONSIBILITIES

- A. Principals shall meet with all teachers/CSPs new to the District to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, process, procedure and purpose.
- B. Within each school, the principal shall be responsible for the evaluation of teachers/CSPs assigned to that school. However, a teacher/CSP assigned to more than one school shall be evaluated by an administrator assigned to that task provided such teacher/CSP is notified in advance of the administrator so assigned.
- C. Principals may designate other administrators to assist in the evaluation process provided that person is not from the bargaining unit.

- D. The building principal or his/her designee will be responsible for evaluating special education staff.
- E. Itinerant personnel, by the nature of their job assignment, work under the supervision of different building principals. In order to promote good personnel management and continuity of evaluation, the district will assign one principal as the itinerant personnel's supervisor and evaluator. The designated principal will be responsible for the itinerant personnel's formal evaluation. However, other administrators may assist in the evaluation provided that any observations used are documented in accordance with the procedures as outlined in IV.A, 5-7.

III. INFORMAL OBSERVATIONS

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

IV. CRITERIA/FREQUENCY

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

V. AN EVALUATION SYSTEM

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

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

PROCEDURES:

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

- (d) Following the completion of each evaluation report, or at a time mutually satisfactory to the participants, a meeting shall be held between the evaluator and the employee to discuss the observation and evaluation.
 7. Evaluation reports from the Summative Long Form Process will rate the teacher's/CSP's performance as *Satisfactory*, *Needs Improvement*, or *Unsatisfactory*. Specific deficiencies and remediation suggestions shall be cited with ratings of *Needs Improvement* or *Unsatisfactory*.
 8. When an employee receives a *Needs Improvement* evaluation summary, the employee will be placed in the Remediation Process.
 9. For provisional employees, an *Unsatisfactory* evaluation summary shall be sufficient cause for nonrenewal of employment for provisional employees via RCW 28A.405.220 procedures.
 10. For continuing employees, an *Unsatisfactory* evaluation summary will result in the use of probation procedures described in RCW 28A.405.100 to effect improvement to the satisfaction of the evaluator or establish probable cause for nonrenewal via RCW 28A.405.300 and 28A.405.210 procedures. Remediation Process procedures shall be used when an unsatisfactory evaluation summary report is dated after February 1.
- B. SUMMATIVE SHORT FORM PROCESS may be used after a teacher/CSP has four years of satisfactory evaluations within the district. However, the process described in IV. A. shall be used at least every third years and either a teacher/CSP or an evaluator may elect to have the long form used in any given year.

(New employees do not qualify for the Short Form.)

1. During each school year each teacher/CSP shall be observed in the performance of assigned duties for the purpose of evaluation with either:
 - a. a thirty minute observation during the school year with a written summary
 - OR
 - b. a final annual written evaluation based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observation being prepared.
2. The evaluation report process described under IV. A. 4-6 will follow either of the observation processes described above.
3. Evaluation reports from the Summative Short Form Process should rate the teacher/CSP *Satisfactory*.
4. Evaluators with concern that a teacher's/CSP's performance rank may be *Unsatisfactory* will activate the Summative Long Form Process (IV. A.) and explain the change in writing to the employee no later than February 1 of the school year.

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

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

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

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

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

1. In the Professional Growth Option teachers/CSPs and supervisors cooperatively establish goals and monitor the progress being made toward those goals. The teacher/CSP may request that an observation include an opinion on rate and/or level of progress. Goals shall be consistent with building and District goals, be designed to promote an individual's professional growth and to improve instruction.
2. Recommended number of employees entering the Professional Growth Option in any one school year should not exceed one-third of a building staff. (Note evaluators may need selection criteria in order to respect the recommendation.)
3. Summative Short Form evaluation procedures shall be used in the Professional Growth Option and will be adapted to accommodate cooperatively planned Professional Growth activities.
4. If a teacher changes building location, the Summative Long Form process shall be followed for that school year.
5. Each year teachers/CSPs eligible for the Professional Growth Process will be given the opportunity of notifying their evaluator if they wish to pursue this option and commit to attend a meeting regarding Professional Growth Process (goal setting, communication, the improvement of instruction, etc.). This will allow individuals to plan their Professional Growth Process program and participate in summer activities where applicable.
6. During September and October participants and supervisors shall meet to thoroughly discuss the potential goals and cooperatively complete the planning worksheet. Teachers should have in mind the goals, the areas to be investigated, alternatives for support, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goals. During this meeting, the supervisor shall act as an advisor in order to clarify and refine the goals and the other aspects of the process, collegial sharing, input from parents/students/colleagues, practical goal setting and self assessment, and relationship to building/District goal focus will be considered.

7. Throughout the year, the teacher and supervisor shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any need for assistance.
8. Prior to June 1, a final meeting shall be held to analyze data and review the success of the goals. At this meeting the Growth Option Verification shall be compiled collaboratively on the short form evaluation report and submitted to the District personnel file.
9. Information from the Professional Growth Option cycle may not pass to the summative evaluation cycle nor the personnel file.

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

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

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

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

10. At all times during the Professional Growth Option, collaborative interaction, based on trust and confidence, is encouraged.
- D. REMEDIATION PROCESS will be used when a Summative Long Form evaluation report ranks a teacher's/CSP's performance as *Needs Improvement*, during any time of the year or *Unsatisfactory* after February 1.
1. Remediation Process focus shall be assisting the employee to develop and implement a plan for improving performance to a satisfactory level. A mutually agreeable plan is desirable. Failing such, the primary evaluator shall be responsible for determining the plan.
 2. Teachers/CSPs will remain in this track until they receive a satisfactory evaluation report or insignificant improvement results in an unsatisfactory evaluation report and consequent recommendation for probation.

VI. PROBATION

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

2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
 3. A copy of said report shall be submitted to the employee. If the employee disagrees with or questions any results of the evaluation procedures or disagrees with any statement contained in the above report, that employee may, within five (5) days after delivery of the formal evaluation report, deliver a detailed statement concerning the points of disagreement to the Superintendent for inclusion in the employee's personnel file.
- B. ESTABLISHMENT OF PROBATIONARY PERIOD. If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status beginning on or before February 1 and ending no later than May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
1. Specific areas of performance deficiencies.
 2. A suggested specific and reasonable program for improvement.
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.
- C. EVALUATION DURING THE PROBATIONARY PERIOD
1. At or about the time of the delivery of a probationary letter, the principal or his/her designee shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. At said conference, the employee may elect to have present a representative of the Association.
 2. During the probationary period, the principal or his/her designee shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. A copy of the same shall be provided to the employee.
 3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.
- D. SUPERVISOR'S POST-PROBATION REPORT. Unless the probationary employee has previously been removed from probation, the principal or his designee shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:
1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if

- accompanied by a letter identifying areas where further improvement is required; or
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
- E. ACTION BY THE SUPERINTENDENT. Following a review of the supervisor's post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

VII. APPLICABILITY TO GRIEVANCE PROCEDURE

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

Section 5. 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 judgment by reason of any negligent act or failure to act by such employee, within or without the school building, provided such employee at the time of the act or omission complained of, was acting in good faith within the scope of his employment or under the direction of the Board, and has not been guilty of gross negligence or an intentional tort in such act or failure to act. 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, 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 6. Vacancies, Postings, Assignments, Transfers, and Involuntary Transfers:

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

6.1 Vacancies: A vacancy shall mean any open or unstaffed assignment as designated by the Board.

6.2 Postings: To assure that the employees are given every consideration in filling any vacancies which occur at any time within the District, the following procedure shall be used. All vacancies shall be publicized to the staff and Association as far in advance of the date of the opening of any vacancy as possible.

A. Postings will be displayed in officially-designated locations in each of the District's buildings and entered into a voice mailbox. The message shall include at least the posting date and closing date.

B. Openings will be supported by a job description and any other special qualifications required for the position, as well as procedures for applying.

6.3 Assignment. An 'assignment' shall mean the placement of an employee in a specific building. 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, endorsements, and/or minor fields of study or qualifications in specialty areas. Normally, employees shall be notified in writing no less than sixty (60) days prior to any substantive changes in their teaching assignment. Reassignments within a building may occur prior to posting of open positions.

6.4 Transfer: A 'transfer' shall mean a change of assignment from one building to another. Current employees, if they meet all reasonable qualifications for the posted position, shall be interviewed and fully considered prior to interviewing other applicants.

6.5 Involuntary Transfer: An 'involuntary transfer' shall mean the reassignment of an employee when the employee does not seek the reassignment.

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

In the event two or more potential transferees are deemed equally qualified by the District, the least senior employee under consideration shall be involuntarily transferred. Each involuntary transfer will be considered on its own merits and every attempt will be made to minimize disruption to the instructional program. The Superintendent shall notify the person to be involuntarily transferred in writing and shall stipulate the reasons for the transfer. Such notification shall take place before the involuntary transfer is to be implemented.

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

Employees who have been involuntarily transferred and who notify the District of their desire to return will be transferred back to the last assignment held if or when that former assignment becomes vacant. This consideration shall expire two years from the date of the involuntary transfer.

A person involuntarily transferred during the school year will be granted one (1) of the options listed in Section 8, 'New Curriculum Responsibilities'.

Section 6.6. Job Share

Definition

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

Application Procedures

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

Administration Approval

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

Financial and Contractual Arrangements

- A. Continuing contract staff members holding job sharing assignments shall be granted the appropriate annual fractional leave during the period of job sharing.
- B. Job share participants will qualify for salary advancement; experience credit, sick leave, inservice per diem opportunities, and other benefits as would any other part-time certificated employee, except: the \$300 staff development incentive stipend will be granted per position and shared by job share partners.
- C. It is recommended that job share applicants check the Teachers' Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.
- D. Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:
 1. Offer full-time employment to the remaining job share person;
 2. Seek a comparable replacement, with remaining partner working full-time until a replacement is found; or
 3. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.
- E. It is expected that job share partners will substitute for one another when feasible. This can be handled by:

1. Specifying the number of days, or partial days, each person will work and adjusting work days to accommodate substituting;
 2. If a job share partner is going to be on an extended leave (over twenty consecutive days), the remaining partner will substitute at per diem; or
 3. When a job share partner is absent periodically, the remaining partner will substitute at the represented substitute rate of pay.
- F. One job share partner may transfer to another building in order to job share. However, job share positions are not eligible under the voluntary transfer section of the collective bargaining agreement.
- G. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position.

Section 6.7 Job Trade

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

Section 7. Contracts, Work Day, Optional Days, Flexible Work Day and Payment

INDIVIDUAL EMPLOYEE'S CONTRACT: Any individual contract between the District and an individual employee shall be subject to and consistent with this contract.

COPIES OF CONTRACT: Two copies of the contract shall be given to the employee each year for signature. Both copies will be returned to the District for Board signature. One copy will be returned to the employee and the other placed in the District files.

LENGTH OF CONTRACT: Effective September 1, 1997 the length of the regular employee contract shall be 181 days. A five hour work day will be planned by the District and scheduled on the week day immediately preceding the first student day. Additionally, two hours will be performed at each site's annual Open House. The additional mandatory time will be compensated at the employee's per diem rate.

OPTIONAL DAYS: The following optional days shall be provided at the per diem rate and will be compensated only if actually worked by separate contract. No leave provisions shall be applicable to the optional days offered.

Additional Responsibilities -- Building Level

- A. 64 hours for additional responsibilities including but not limited to: opening and closing of school, extended staff meetings, student progress reports, parent conferences, open house, orderly check-in/check-out procedures, staff development, site-based management, inservice workshops, team planning, activities that directly support the State's educational reform efforts, Essential Academic Learning Requirements, District Strategic Planning Goals, and other related activities under the supervision of the building principal/program director.
- B. TRI Money and Staff Development Incentive Stipend Pooling Language: At the end of each contract year, the District will place 100% of all unclaimed TRI monies and unclaimed Staff Development Incentive

Individual buildings shall receive an equal share per certificated staff F.T.E. for the purpose of additional hours at per diem needed for site council meetings, team planning, and/or staff development activities for bargaining unit employees.

Early Release Days

- Early release the last day of school.

More early release days will be provided on a regular basis if allowed under WAC 293-121-122 (Student/Teacher Contract Time) Additional Responsibilities -- District Level

D. Teachers who assume new or different responsibilities as required by the District for the following specific assignment changes:

- will be provided at least one of the following:

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4. One inservice workshop in new content area.
5. Two days of release time for classroom observations in new content area.
6. Participation in a district-sponsored training workshop when available.
7. Other, as approved by the Principal and Superintendent.

PROFESSIONAL GROWTH: Each employee is eligible for one (1) day per school year of release time for the specific purpose of visiting other classrooms and/or programs in order to observe and gather information regarding instructional improvement. Employees who desire to participate in this Professional growth program must seek approval from their building principal/supervisor.

LENGTH OF WORK DAY: Employees shall begin their work day at least thirty (30) minutes before the student's school day begins and shall continue until at least thirty (30) minutes after the student's day ends. The work day for all employees shall be seven (7) hours, except that the District shall have the right to adjust the employee work day if necessary to meet the compliance requirements of the Basic Education Act. In addition, all certificated staff shall have a duty-free lunch period of not less than thirty (30) continuous minutes. Though early release within a school day is discouraged, in exceptional cases this procedure may be followed at staff request and with prior approval of the principal.

The parties recognize the importance of certain activities that occur after or extend beyond the contracted work day. For example, faculty are encouraged to attend up to two faculty meetings per month which may extend beyond the normal work day, one open house per year, and one building level program.

In addition, the parties encourage employees to volunteer to serve on District and/or building committees within their area of interest.

FLEXIBLE WORK DAY

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

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

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

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, August, and December, 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 over the same period that the under or overpayment was made.

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 make it impossible for the employee to continue in the District.

Section 8. Staff Reduction

- A. **APPLICATION:** This procedure shall apply equally to all certificated employees of the District.
- B. **PROCEDURE:** The provisions of this procedure shall be implemented when the Board takes action to reduce the number of certificated employees covered by this agreement due to one or more of the following conditions:
 - 1. Failure of anticipated revenues to materialize, making it impossible to maintain the educational program at the existing level after consideration is given to existing costs plus inflationary increases.
 - 2. Elimination or reduction of existing programs.

If the above occurs, the following factors shall apply:

- (1) Where revenues are categorical and depend upon actual expenditures rather than budgeted amounts, every effort shall be made to maintain those programs to the limit of the categorical support.
 - (2) 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 re-employed 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 re-employed during the school year, provided positions are open for which he/she qualify. Should revenue not be available to re-employ 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.
- C. **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 by subject area; (c) specialists (each area shall constitute a separate category i.e., elementary art, elementary music, elementary physical education), psychologists, counselors (elementary category and secondary category), librarians, speech therapists, reading lab instructors; (d) special education - all personnel supported by special education funding.
3. The placement in ranking within a category and/or subject area listed in 2(c) above for an individual certificated employee will be implemented as follows:
 - A. Determine the total number of years of teaching experience for each category and/or subject area. Consider first the experience in the teacher's current assignment. If the experience in the current assignment is not sufficient to maintain the teacher on staff, then go to Step B.
 - B. If experience has been earned in more than one category, then select the category with the largest number of years of experience. Add to that number the sum of the years of recorded experience. The sum is the district seniority that is then assigned to the category in which the individual has the most experience. In the event that seniority is the same in two or more categories, then all seniority is assigned to the category which reflects that individual's current assignment.
 - C. Special education staff, as defined in Category C2d must meet the requirements of education and experience in accordance with WAC 392-45-105.

*NOTE: For category 7-12, placement into a subject area will be determined by the largest number of sections taught in a subject area during the current and two preceding school years. The subject areas are: science, math, foreign language, p.e./health, music, arts/crafts, social science, home economics, bus. ed., auto shop, drafting, wood shop, metal shop, graphics, lang. arts, electricity, computer science.

D. DETERMINATION OF STAFF PRIORITY

1. 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.
2. 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 BA, as recorded in the District office as of April 1 of the current year preceding the anticipated reduction, will be given the position.
3. Deviations from selection on the criteria as listed above (C, D) may be made where necessary to comply with the affirmative action program requirements as specifically mandated by an appropriate governmental agency other than the District.

4. Prior to the date specified by statute immediately preceding the school year in which the modified educational program will take effect, the Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

E. RECALL

1. 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.
2. The term 'vacancy' shall be liberally construed and shall include all positions that may become available for any reason. All certificated applicants for all vacancies and all vacancies shall be filled according to the above criteria. Employment notifications shall be made by certified mail. Employees shall provide the personnel office in writing his/her current mailing address.
3. 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. Final action to terminate any contract shall be taken under statutes as may exist from time to time.
4. A seniority list of all employees within the bargaining unit shall be compiled by the District for each category contained in 'C' herein and a copy forwarded to the President of the Association by the second Monday in January. The Association will consult with the District respecting the seniority lists and make every effort to resolve any disputes with respect to said lists. Failure of the District to provide the seniority lists by the date contained herein shall in no way invalidate or mitigate any reduction in staff made under this agreement.

Section 9. Salaries and Stipends

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.

1. Salary Calculation:

The District agrees to pass through to certificated employees, flow through state funded salary increases during term of agreement through the following calculation:

A. Increments:

- 1) Experience increments will be granted based upon proper placement on the District salary schedule (Appendix A).
- 2) Education increments will be granted by October 1 of each year, retroactive to September 1 of each year, based upon proper placement on the District salary schedule (Appendix A).

B. The new base salary shall be calculated as follows:

- 1) All Basic Education Certificated non-supervisory employees shall be given proper placement on the District salary schedule. The number of points by such placement shall then be calculated.
- 2) Using the same employees as per (a) above and using the methodology adopted by S.P.I., the maximum salary dollars will be calculated.
- 3) The result of (b) above shall be divided by (a) above. The resulting dollar amount shall be the new salary schedule base.
- 4) Prior to effectuating the pass through increase, the District shall meet with the Association to review the above calculations.

C. Employees shall be paid in accordance with the new base salary not later than the November payroll with pay retroactive to September 1st, provided the Agreement has been ratified by both parties prior to the payroll cutoff date, or else the retroactive pay will be made on the following payroll. Any necessary adjustments will be made when state reports are verified.

2. Compliance with Salary Limitations:

The intent of this clause shall be construed to insure that the District and the Anacortes Education Association agree that the salary allocation granted will be in strict conformity with the legislative requirements, thereby avoiding any penalty to the District, while providing maximum salary improvement to the certificated staff in accordance with the above calculation. In the event the District is found to be out of compliance, then the District and the Association shall negotiate how to best bring the District into compliance. Deductions shall be made by deducting such amount or amounts in equal portions from the

monthly salary warrants due the employee for the balance of the school year. If the employee terminates his/her employment prior to the end of the school year or prior to the deduction of the full amount due, the employer shall be entitled to recover the same from the employee from the employee's final payment or suit in any court of competent jurisdiction.

COMPENSATION FOR SUBSTITUTES: Represented substitutes who are represented by virtue of the thirty-one (31) day rule shall be compensated at a daily rate determined by calculating 75% of the district base per diem. Represented substitutes who have been employed twenty-one (21) consecutive days or more in one assignment shall be paid at a per diem rate based upon their appropriate position on the salary schedule, effective on the 21st day of employment in one assignment.

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

EXPERIENCE CREDITS

1. Degrees, credits and experience will determine placement on the teachers' salary schedule.
2. Full experience for previous teaching, whether in or out of the state, will be counted in placing new teachers on the salary schedule.
- 3.1 Credit for experience shall be allowed on the same basis as the state accepts experience on the statewide salary schedule. Substitute teaching shall not be counted for experience on the salary schedule.
- 3.2 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 active instruction during any twelve (12) month period.
4. 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.

EDUCATIONAL CREDITS

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

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

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

Employees will be granted credit for placement on the salary schedule for the current contract year provided the employee submits transcripts or other proof of credits earned

to the District administration office prior to September 15 with an official transcript required not later than December 1. However, if the employee does not provide the District with an official college transcript by December 1 of the current contract year, the employee will not receive the incremental increase for the contract year. Exceptions shall be granted if the cause for additional delay is solely the responsibility of the college or university provided the employee has requested an official transcript by October 1st of the new school year.

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

PROFESSIONAL IMPROVEMENT COUNCIL:

1. The Professional Improvement Council shall meet when convened upon request of the chairman and with at least five working days advance notice.
2. The Professional Improvement Council will consist of the AEA president and two AEA representatives appointed by the AEA president; two administrative representatives appointed by the superintendent, and the superintendent. These six persons will make up the Professional Improvement Council. The superintendent's secretary will act as the secretary of record.
3. The first duty of the committee at the first meeting of the school year shall be to elect a chairperson and secretary. The chairperson will alternate each year between members appointed by the association and administration.
4. A quorum shall be four (4) members, and Robert's Rules of Order shall prevail. All information discussed at meetings shall be considered privileged and confidential.
5. Certificated personnel desiring credit on the salary schedule for courses which do not meet the criteria in Article III, Section 10: #1, #2, or #3, or do not meet with the principal's approval may petition a review by the District's Professional Improvement Council by submitting a request in writing to the chairperson. The individual may appeal in his/her own behalf or have a representative present his/her request.
6. Decisions of the Professional Improvement Council may be appealed to the District Board of Directors, whose decision shall be final.

EXTENDED CONTRACTS:

Extended contracts shall be granted on the following basis:

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

Elementary Learning Behavioral Specialists - maximum 35 hours before/after the regular contracted year for purposes of required individual student assessments.

K-12 Librarians - maximum of 35 hours (5 days) for purposes of opening/closing operations which are required outside the regular school year. The scheduling of

this time will be mutually agreed to between the librarian and the building principal.

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

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

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

STAFF DEVELOPMENT INCENTIVE STIPEND:

The District will provide the opportunity for each employee to earn up to \$300 incentive pay for participation in staff development activities. Pay will be at hourly per diem rate. Staff development activities will be designed to focus on reinforcing effective teaching strategies. The teacher may attend a District-planned or District-designated activity or participate in a mutually agreed upon activity designed cooperatively with the building principal aimed at working toward mutually agreed professional growth goals.

TRAVEL REIMBURSEMENT -- Travel reimbursement will be consistent with current Board policy but no less than the amounts adopted in Board policy as of 11/15/94. The following kinds of trips will be reimbursed upon request and approval:

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

Section 10. Insurance Benefits:

The District shall provide flow through state funded insurance amounts plus \$10.00 per month during term of agreement per FTE per month toward payment of premiums of approved district group insurance programs for all employees and their eligible dependents who elect to participate. Payments shall apply toward life, dental, vision, medical, and other group insurance programs as approved by the association and the Board. Annual enrollment for all 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 District will provide payment for insurance premiums for certificated employees on the basis of their FTE employment.

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

- A. Life Insurance: The District shall pay the monthly premium per certificated employee for a \$50,000 Group Term Life and AD&D Insurance plan underwritten by Provident Life & Accident Insurance Company.
- B. Dental: The District shall pay the monthly premium for dental insurance for certificated employees and their dependents with the orthodontia benefit added. This plan will be the Washington Education Association endorsed plan.
- C. Vision: The District shall pay the monthly premium for vision care for certificated employees and their dependents. This plan will be Vision Care Plan II with Cosmetic Contacts by Blue Cross of Washington and Alaska.
- D. Medical: After payments have been made by the District for dental and vision premiums (above), the total cost of dental and vision premiums shall be deducted from flow through state funded insurance amounts plus \$10.00 per month during term of agreement and the difference applied to the WEA Medical/Life 365 Program for certificated employees and their dependents.
- D. Section 125 Plan: Effective January, 1991 the District will establish a section 125 for insurance premiums for policies listed in this contract only. Plan administrative costs to be paid by the provider.

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

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

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

Any retiring certificated employee who does not wish to sign the hold harmless provision and/or declines participation in the sick leave conversion program will receive direct cash payment for his/her accumulated illness, injury, and emergency leave under any applicable RCW.

Section 11. Leaves

SICK LEAVE:

The District agrees to provide twelve (12) days per year accumulative leave 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.58.099 shall be granted in the event of illness or injury of a member of the employee's immediate family when the presence of the employee is required, as recommended by the attending physician.

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

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 the above sections: (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 limit her ability to perform her duties under District contract, the District may require that maternity leave for that individual commence at the most appropriate time, and the Superintendent shall make that determination. The employee shall submit a letter requesting maternity leave which shall include a statement as to the expected date of return to employment, as well as the date of commencement. Such letter shall be filed with the District no later than two (2) weeks prior to commencement of the leave. Every effort shall be made on the part of the certificated employee to live up to the terms of the letter.

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:

- a. Ninety (90) days non-paid leave shall be granted an employee who adopts a pre-school child and requests such leave. The leave request shall be directed to the Superintendent or his designee. This ninety days would apply to one parent only if both parents are District employees. Additionally, the parent(s) may choose to utilize two (2) weeks from their sick leave bank for the purpose of bonding with the adopted child, to be inclusive within the ninety (90) day leave period.
- b. One (1) day of leave with pay shall be granted which shall be the day the adoptive parent appears in court to execute the legal adoption agreement; additionally, one (1) day leave with pay shall be granted to the parent(s) which shall be the first day home with the child.
- c. The District shall be notified when adoption proceedings have begun and the leave shall begin at a natural break in the school year or a mutually agreed upon date.
- d. At the discretion of the District, adoption leave may extend up to one semester beyond the initial ninety (90) day leave for one parent. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- e. In the event adoptive parents are both employees of the District, only one adoptive parent shall be entitled to adoption leave except as noted above.
- f. Experience credit will not be given for leave time in excess of one (1) semester.

BEREAVEMENT LEAVE:

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

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

EMERGENCY LEAVE:

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

- A. Any illness or injury to a member of the employee's family.
- 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.

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 DUTY:

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

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 or other remunerative occupations 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 this contract shall be applicable.

MILITARY LEAVE:

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

ASSOCIATION LEAVE:

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

LEAVES OF ABSENCE:

Each request for whatever reason will be considered on its own merits. A request for and reassignment from a leave for reasons of health shall be accompanied by a verifying statement from an M.D. Application for leave of absence shall be made in writing before March 15 of the year preceding the school year 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 absence due to extended illness shall be verified by a physician. The employee receiving such leave will retain contracted status at no salary through the completion of the contracted year and may continue to receive the benefits of the shared health insurance program for a maximum of six (6) months.

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

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:

Three (3) days leave, non-accumulative, shall be granted an employee for personal, business, legal, or religious reasons, provided, no more than ten (10%) percent, (the number to be rounded to the next whole number, or a minimum of two (2) staff members per building) shall be granted such leave in any one day. In addition, at least forty-eight (48) hours advance notice of request for such leave must be given to the District. Two days of leave shall be provided by the District at the employee's per diem and one day the employee shall reimburse the District the cost of a substitute.

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

LEAVE SHARING:

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

1. The donating employee must have an accrued sick leave balance of more than sixty (60) days.
2. The donating employee may be allowed to grant up to six (6) days of leave during any twelve (12) month period.
3. The donating employee cannot request a transfer which would result in his or her sick leave account going below sixty (60) days.
4. To qualify for days under this provision a receiving employee must comply with the following conditions: i) he/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; ii) the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified; iii) the receiving employee has depleted, or will shortly deplete, his/her sick leave; and iv) the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
5. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. However, an employee shall not receive a total or more days than constitute his/her regular work year.
6. An employee who receives leave under this section will retain his/her status as a District employee.
7. Donating employees will complete a form titled "Transfer of Sick Leave" and submit the form to the District.

Section 12. Employee Facilities

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

- A. Space in each classroom to store instructional materials and supplies.
- B. A work area containing equipment and supplies to aid in the preparation of instructional materials.
- C. A furnished faculty lounge separate from any work area, equipped with a telephone line and instrument, if possible.
- D. A desk and chair and filing cabinet 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.
- G. A separate dining area (e.g., teachers' lounge) apart from the student dining area.

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

Section 13. Professional Responsibilities

Teachers shall be responsible for complying with the provisions of all Board policies, following the prescribed courses of study, enforcing the rules and regulations of the school district, and maintaining and rendering the appropriate records and reports, provided that written copies have been issued to all certificated employees. 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 shall be required to perform their duties in accordance with WAC 180-44-010.

Section 14. Auxiliary Personnel

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

Section 15. 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

In the formal program provided by the District for the orientation of new employees, there shall be an 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 following instructional load standards are established except for traditional large group instruction classes, such as music, K-6 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. Combined classes will use the lowest grade level to determine the class standard.

Class Size

GRADE	1997/98 SHALL NOT EXCEED
K-1	23
2-3	24
4-6	28
7-12	30 average/period

Relief of Overloads

Should classes exceed the above numbers on the first student count day of each month October through June, the District will remedy these overloads with student transfer, addition of staff, new class sections, etc. within ten working days. If such a remedy cannot be accomplished, one of the following remedies will apply as mutually agreed to by the teacher and the principal:

1. Scheduling options (class schedules, recess, duty schedules) which may allow more planning time.
2. Purchase of technology that will reduce time spent on necessary but time consuming tasks such as attendance, grading, progress reports, etc.
3. \$50 per semester per student for additional supplies, instructional materials, equipment, field trips, or resource personnel.
4. Paraprofessional time 1 hour per week for each student over to assist with record-keeping, materials preparation, or direct contact with students.
5. Salary adjustment of \$8.00 per student per day over the maximum or fraction thereof.
6. Other as agreed upon with building principal.

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. This provision shall be subject to the Grievance Procedure, Article V, only as a Class B Grievance. The decision of the Board of Directors shall be final and binding.

Section 2.5 Class Size/Load Review Team:

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

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

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

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

Section 3. Preparation Period

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

Elementary teachers shall have a minimum of 225 minutes of preparation time per week. Such time will consist of at least four forty-five (45) minute blocks per week and be taken from: (1) forty-five (45) minute block at the beginning or ending of the workday before or after classes begin or end; and (2) time while responsibility for their classes is assumed by subject area specialists.

Secondary: Semester plan -- one 45-minute planning period per day.

Specialists: Program or subject area specialists and Education Staff Associates shall also be provided with an average of at least 45 minutes per day preparation time.

Section 4 7. Classroom Visitation

To be replaced with reference to board policy (to be adopted) concerning Classroom Visitations.

Section 5. Student Discipline

The Board and administration shall support and uphold employees in their efforts to maintain discipline in the District and as soon as possible shall give response to all employee requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures which are not arbitrary nor capricious for the safety and well-being of students and employees, as provided in District policies, is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning

matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.

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

ARTICLE V. GRIEVANCE PROCEDURE

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

Section 1. Definitions as used in this statement:

1. Grievances are of two classes:

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

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

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

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

Section 2. Representation

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

Section 3. Freedom from Reprisal

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

Section 4. Assistance in Investigations

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

Section 5. Release from Duty

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

Section 6. Procedure

Step I, Class A & B:

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

Step II, Class A & B:

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

Step III, Class A & B:

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

Step IV, Class B Only:

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

Step V, Class A only from this point on:

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

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

(b) The issue must involve the interpretation or application of a specific provision of this Agreement.
- 5.2 When a timely request has been made for arbitration, the parties may agree to select an impartial arbiter to hear and decide the particular case. If this process is acceptable, the arbiter shall be mutually selected within five (5) days after submission of the written request for arbitration. If it is not possible within this time frame or if selection as contained herein is not mutually acceptable, the provisions of 5.3 shall apply.
- 5.3 In the event an arbiter is not agreed upon as provided in 5.2, the parties shall jointly request the American Arbitration Service to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn shall have the right to delete a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to delete the first name from the panel shall be determined by lot. The process shall be completed within five (5) days of receipt of the list.
- 5.4 Arbitration proceedings shall be in accordance with the following:
 - (a) The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearings.
 - (b) The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.
 - (c) The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any pre and post hearing briefs, and shall refuse to receive any evidence after the hearing except by mutual agreement.
 - (d) Each party on the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.

- (e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 - (f) The costs for the services of the arbiter, if any, including per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne by the losing party to the arbitration. All other costs will be borne by the party incurring them.
 - (g) The total costs of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
- 5.5 All decisions arrived at under the provisions of this Step V Class A only by the representatives of the District and the Association or the arbiter shall be final and binding upon both parties, provided, however, in arriving at such decisions, neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
- 5.6 Personnel Files: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 5.7 Exclusion of certain matters: Matters for which another method of review is required by law and/or exempted by the terms of this Agreement shall be excluded from this grievance procedure.

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 deliberations. Both parties agree to meet at reasonable times and places and to negotiate in 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 negotiations teams shall consider subjects for negotiations pursuant to RCW 41.59.

D. DIRECTING REQUESTS

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

E. EXCHANGE OF INFORMATION

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

F. AGREEMENT

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

ARTICLE VII. DURATION

This Agreement between the Board and Association shall be in full force and effect from September 1, 1997 to August 31, 1998.

EVALUATION CRITERIA FOR TEACHERS

CRITERION 1. INSTRUCTIONAL SKILLS

The certificated classroom teacher demonstrates in his/her performance a competent level of knowledge and skill in designing and conducting an instructional experience. The evaluation procedure assesses such teacher abilities and practices as:

Possible Indicators:

- A. Establishes immediate and long-range objectives.
- B. Prepares effective teaching plans to meet objectives.
- C. Utilizes teaching techniques that are consistent with selected objectives.
- D. Makes provisions for differences in ability among students.
- E. Motivates students by making lessons interesting and challenging.
- F. Uses planned strategies and activities.
- G. Evaluates the effectiveness of instruction.
- H. Communicates effectively in written and oral form.

CRITERION 2. INTEREST IN TEACHING PUPILS

The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils. The evaluation procedure assesses the extent to which the teacher:

Possible Indicators:

- A. Develops rapport with students as individuals.
- B. Evaluates individual student progress regularly and maintains records for reporting system and/or parent conferences.
- C. Provides guidance and assistance for students.

CRITERION 3. KNOWLEDGE OF SUBJECT MATTER

The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s). The evaluation procedure assesses the teacher's knowledge of the subject(s) he/she is required to teach and will consider the teacher's:

Possible Indicators:

- A. Depth of knowledge in subject matter area.
- B. Ability to relate subject matter to other subjects.
- C. Demonstrates current knowledge trends in subject matter within teacher's primary assignment.
- D. Selection and organization of materials appropriate to subject matter.
- E. Demonstrates enthusiasm and interest for subject matter as reflected in teacher's continuing professional development.

CRITERION 4. CLASSROOM MANAGEMENT

The certificated classroom teacher demonstrates in his/her performance a competent level of knowledge and skills in organizing the physical and human elements in the educational setting. The evaluation procedure assesses such teacher abilities and practices as:

Possible Indicators:

- A. Selection and preparation of equipment and materials in advance of lesson.
- B. Maintenance of orderly, attractive and stimulating classroom environment and atmosphere.
- C. Provision of motivation for learning.
- D. Provision for transition between lessons.
- E. Uses discussion and questioning skills effectively.
- F. Gives directions and instructions that guide learners toward productive learning.

CRITERION 5. STUDENT DISCIPLINE

The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting. The evaluation procedure considers such teacher abilities and practices as:

Possible Indicators:

- A. Recognizes conditions which lead to disciplinary problems.
- B. Communicates standards for appropriate behavior.
- C. Assists students toward mature and responsible performance (self discipline).
- D. Responds appropriately to disciplinary problems when they occur.
- E. Resolves disciplinary problems in accordance with law, school board policy, and administrative regulations and policies.

CRITERION 6. PROFESSIONAL GROWTH AND DEVELOPMENT

The certificated classroom teacher exhibits in his/her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession. The evaluation procedure assesses the teacher's demonstrated knowledge of and ability to:

Possible Indicators:

- A. Periodically completes college courses, workshops or conferences in area of assignment.
- B. Accepts responsibilities of professional teacher.
- C. Conducts himself/herself in a professional manner when interacting with students, staff, and parents.
- D. The teacher exhibits in his/her performance evidence of having theoretical background and knowledge of principles and methods of teaching.

CRITERION 7. EFFORT TOWARD IMPROVEMENT

The certificated classroom teacher exhibits effort toward improvement when needed. The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

Possible Indicators:

- A. The teacher demonstrates an awareness of his/her limitations and strengths.
- B. The teacher works cooperatively with the building principal toward mutually agreed professional growth goals, and makes efforts towards progress.
- C. Responds positively to suggestions for professional improvement.

STATEMENTS OF MINIMAL EVALUATIVE CRITERIA FOR CERTIFICATED SUPPORT PERSONNEL (EDUCATIONAL STAFF ASSOCIATES)

CRITERION 1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu, grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu. The evaluation procedure assesses the ESA's competency to:

Possible Indicators:

- 1.1 Provide a theoretical rationale for the ESA's individual use.
- 1.2 Demonstrate understanding of the basic principles of human growth and development.
- 1.3 Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.
- 1.4 Relate and apply knowledges, research findings, and theory deriving from the ESA's discipline to the development of a program of services.

CRITERION 2. SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation. The evaluation procedure assesses the ESA's competency to:

Possible Indicators:

- 2.1 Design and conduct a program providing specific and unique services within the ESA's discipline.
- 2.2 Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student:
 - 2.2.1 to help students integrate and assimilate data
 - 2.2.2 to help others involved with the student interpret and use data appropriately and accurately
 - 2.2.3 to help other specialists by providing case study materials.
- 2.3 Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
- 2.4 Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
- 2.5 Develop goals and objectives which will facilitate the implementation of programs and services.

CRITERION 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the ESA's competency to:

Possible Indicators:

- 3.1 Select or recommend testing and non-testing devices, materials and equipment appropriate to student needs.
- 3.2 Demonstrate the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.
- 3.3 Use comparative and interpretive data.

- 3.4 Create an environment which provides privacy and protects student and family information as mandated by codes of ethics, federal and state regulations, and local school district policies.

CRITERION 4. THE ESA AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the ESA's competency to:

Possible Indicators:

- 4.1 Demonstrate awareness of the law as it relates to area of specialization.
- 4.2 Demonstrate awareness of responsibilities to students, parents and other education personnel as defined by the professional code of ethics supported by the ESA's competence area.
- 4.3 Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc).
- 4.4 Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

CRITERION 5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the ESA's commitment to and competence in offering specialized assistance to:

Possible Indicators:

- 5.1 Consult with other ESA staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs.
- 5.2 Plan and develop an ESA program to serve the preventive and developmental needs of the school population and the special needs for some students.
- 5.3 Interpret characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.

Specific evaluation forms for ESAs can be found in the appendices.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

LIBRARIAN

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN LIBRARY SCIENCES

Each librarian demonstrates a depth and breadth of knowledge including theory and content in the field of library science. He/she demonstrates an understanding of and knowledge about common school education and demonstrates the ability to integrate the area of library sciences into the total school environment. The evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 1.1 Demonstrate an understanding of the principles of human growth and development in working with students.
- 1.2 Demonstrate educational and professional skills.
- 1.3 Demonstrate knowledge of current trends in library media sciences.

CRITERION 2: INSTRUCTIONAL SKILLS

The librarian demonstrates knowledge and skills in designing and maintaining an instructional environment for students. The evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 2.1 Establish immediate and long-range objectives.
- 2.2 Prepare effective lesson plans to meet stated student learning objectives.
- 2.3 Utilize effective teaching strategies that are consistent with selected student learning objectives.
- 2.4 Encourage students to utilize library/media services.
- 2.5 Assist small and large groups with independent study, reference work.

CRITERION 3: SPECIALIZED SUPPORT SKILLS

Each librarian demonstrates skill and knowledge in designing and conducting programs that support the total learning environment. The evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 3.1 Design and conduct a program providing library and media services.
- 3.2 Help students and teachers locate and utilize data.
- 3.3 Use knowledge of library resources to provide for varied instructional needs.
- 3.4 Demonstrate the ability to help teachers integrate library/media information into the instructional program.

CRITERION 4. MANAGEMENT OF LIBRARY AND TECHNICAL ENVIRONMENT

Each librarian demonstrates competency in managing and organizing library materials, equipment and environment essential to the library media programs. The evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 4.1 Utilize funds within assigned budgets to insure appropriate inventory improvement.
- 4.2 Involve staff in the evaluation and selection of new materials to enhance the total collection.
- 4.3 Develop a system of materials control.
- 4.4 Oversee a program of maintenance of materials.
- 4.5 Develop and maintain an attractive, orderly environment.
- 4.6 Insure the efficient processing of new materials.

CRITERION 5: THE LIBRARIAN AS A PROFESSIONAL

Each librarian demonstrates awareness of his/her limitations and strengths and demonstrates commitment toward continued professional growth. The evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 5.1 Demonstrate an awareness of laws and policies relating to library services.
- 5.2 Demonstrate an awareness of responsibilities as defined by the Library Bill of Rights and professional library associations.
- 5.3 Periodically self-assess professional performance in terms of strengths and weaknesses, and develop an individual professional growth plan.
- 5.4 Demonstrate commitment to professional growth by participation in workshops, conferences, seminars, and graduate study.

CRITERION 6. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND
EDUCATIONAL PERSONNEL

Each librarian demonstrates competency in offering library services to pupils, parents, and educational personnel. Acknowledging the dual roles of the librarian in instruction and support services, the evaluation procedure assesses the librarian's competency to:

POSSIBLE INDICATORS:

- 6.1 Assist students on a one-to-one basis with their individual reference needs.
- 6.2 Promote development of reading and reading appreciation.
- 6.3 Communicate effectively with students, staff, and parents.
- 6.4 Work effectively and cooperatively with staff in maintenance, development, coordination, and/or extension of services.
- 6.5 Inform and assist staff on the use of the library, current material and equipment.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

SCHOOL NURSE

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment. The evaluation procedure assesses the nurse's competency to:

POSSIBLE INDICATORS:

- 1.1 Provide a theoretical rationale for the use of various nursing procedures.
- 1.2 Demonstrate understanding of the basic principles of human growth and development.
- 1.3 Demonstrate awareness of personnel and professional limitations and has the ability and knowledge to make appropriate referrals.
- 1.4 Relate and apply knowledge, research findings, and theory deriving from the school nursing discipline to the development of a program of services.
- 1.5 Demonstrate professional nursing ability and knowledge of development clinical and educational processes.

CRITERION 2: SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. The evaluation procedure assesses the nurse's competency to:

- 2.1 Designs and conducts health appraisal program.
 - A. Conducts assigned health assessment screening as time and workload permit.
 - B. Uses information gathered from health assessment techniques to identify health problems.
 - C. Makes valid referrals to students, parents, and teachers for remediation recommendations and educational program adapted for identifiable health problems.
- 2.2 Carries out health counseling.
 - A. Identify students in need of health problem counseling.
 - B. Conduct individual and group health counseling sessions with students and parents.
 - C. Make referrals to appropriate school and/or community resources.

- 2.3 Handles communicable disease program.
 - A. Uses effective methods for control of communicable diseases.
 - B. Keeps staff informed of problem health areas and recommended remediation.
- 2.4 Assists with health education.
 - A. Contributes to the health curriculum.
 - B. Assists classroom teachers to present health concepts more effectively.
 - C. Is a reliable health resource person for all staff.
- 2.5 Works in environmental health and accident prevention.
 - A. Demonstrates alertness to environmental health problems within the school plant.
 - B. Prepares for emergency care.
 - C. Performs efficiently in emergency situations.
- 2.6 Develops objectives for the implementation of health care services.
- 2.7 Assures that all student health records are up-to-date and in conformity with state and local policies.

CRITERION 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the nurse's competency to:

POSSIBLE INDICATORS:

- 3.1 Selects or recommends testing and non-testing devices, materials and equipment appropriate to student needs.
- 3.2 Demonstrates the proper use of devices, materials and procedures involved in school nursing.
- 3.3 Creates an environment which provides privacy and protects student and family information as mandated by state and federal regulation, and district policies and procedures.
- 3.4 Uses a system of periodic review and supervision for students' health status.

CRITERION 4. THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the nurse's competency to:

POSSIBLE INDICATORS:

- 4.1 Demonstrates awareness of the law as it relates to school nursing.
- 4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
- 4.3 Demonstrates commitment to the concept of professional growth by participation in workshops and seminars or graduate study.
- 4.4 Upholds the professional standards of nursing and education.

CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the nurse's competency to:

POSSIBLE INDICATORS:

- 5.1 Consults with other staff, school personnel and parents concerning the maintenance, development, coordination, and/or extension of services to those needing school nursing programs.
 - A. Interprets and alerts the school administrators to school health laws, problems and trends.
- 5.2 Plans and develops support programs to serve the preventive and development needs of the school population and the special needs for some students.
- 5.3 Interprets characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communication.
- 5.4 Coordinates school community health programs and activities.
 - A. Promotes effective communication between the community health professional and the school.
 - B. Keeps updated files on community resources.
 - C. Uses community resources effectively.
- 5.5 Serves special education programs.
 - A. Serves effectively in consulting with admission and dismissal committees.
 - B. Continuously keeps special education teachers informed of students' health status.
- 5.6 Establishes effective relations with school personnel and community patrons.
- 5.7 Informs students of health career opportunities.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

COUNSELOR

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment, grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment. The evaluation procedure assesses the counselor's competency to:

POSSIBLE INDICATORS:

- 1.1 Provide a theoretical rationale for the use of various counseling procedures.
- 1.2 Demonstrate an understanding of the principles of human growth and development.
- 1.3 Relate and apply knowledge, research and theory of the counselling specialty to the development of a program of services.
- 1.4 Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

CRITERION 2. SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. The evaluation procedure assesses the counselor's competency to:

POSSIBLE INDICATORS:

- 2.1 Demonstrate the ability to work with the total range of students, parents, and professional staff.
- 2.2 Demonstrate effective oral and written communication skills.
- 2.3 Administer and interpret standardized tests and evaluative instruments.
- 2.4 Use a variety of techniques such as paraphrasing, listening, discussing, and problem solving.

CRITERION 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the counselor's competency to:

POSSIBLE INDICATORS:

- 3.1 Develop a program of counseling activities to provide a sound guidance program for all students seeking help with personal, career and educational concerns.
- 3.2 Provide specific operational counseling and/or guidance for the school year.
- 3.3 Maintain confidential records as necessary.
- 3.4 Incorporate information from testing, observation, parents, teachers, and significant others in developing programs or plans of action for individual students.
- 3.5 Supervise the orientation of students to the next higher grade level and to post-high school placement.
- 3.6 Coordinate the effort necessary for the referral of students to special indistrict and out-of-district services.
- 3.7 Assist in the identification of students with educational handicaps and reports these to appropriate district personnel.

CRITERION 4. THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the counselors abilities and practices to:

POSSIBLE INDICATORS:

- 4.1 Be receptive to change and demonstrate the continual development of strategies to meet specified goals and objectives.
- 4.2 Stay abreast of current trends through course work, literature, professional organizations, and workshops.
- 4.3 Demonstrate open and honest communication.
- 4.4 Demonstrate enthusiasm and self-motivation.
- 4.5 Demonstrate ability and knowledge to make appropriate referrals.

CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the counselor's commitment to and competence in offering specialized assistance to:

POSSIBLE INDICATORS:

- 5.1 Work effectively with students.
 - A. Motivates students to seek counseling when needed.
 - B. Is sensitive to student feelings.
 - C. Helps pupils with personal as well as educational & career concerns.
 - D. Demonstrates confidentiality or informs the student if this protection is not possible or realistic.
 - E. Utilizes appropriate instructional and pupil personnel services.
- 5.2 Work effectively with parents.

- A. Promotes free and easy communication between school and home.
- B. Is available to parents.
- C. Attends to parental referrals.
- D. Follows through with parents in reducing crises.

5.3 Work effectively with educational personnel.

- A. Is sensitive to role and problems of other educational personnel.
- B. Communicates easily and effectively with teachers.
- C. Is receptive to teacher's comments and suggestions.
- D. Functions effectively as resource consultant to educational personnel in matters of human interaction.
- E. Attends to and follows through on reports to educational personnel.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

COMMUNICATION DISORDER SPECIALIST

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment. The evaluation procedure assesses the specialist's competency to:

POSSIBLE INDICATORS:

- 1.1 Understand the tasks of the classroom teacher and demonstrates familiarity with the educational goals, the methods and materials used and the planning and assessment techniques where it is relevant to the speech program for individual students.
- 1.2 Demonstrate a working knowledge of community, state and federal resources in the areas of personnel, programs and facilities.
- 1.3 Identify important factors which contribute to the effectiveness of the speech, language, and hearing problem, i.e., personnel, materials, organizational patterns, basic philosophy, budget, diagnostic, therapeutic, and evaluative strategies.
- 1.4 Develop a functional schedule for periodic program assessment.
 - A. Recognizes limitations and interrelationships, e.g., budget, time, personnel, administrative structures.
 - B. Assigns priorities.
 - C. Sets appropriate time limits for completion of each segment of the total schedule.
 - D. Adapts evaluative schedules and procedures as priorities change.

CRITERION 2: SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skills and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. The evaluation procedure assesses the specialists competency to:

POSSIBLE INDICATORS:

- 2.1 Effectively organizes and implements the identification program by recording procedures, and the referral system.
- 2.2 Coordinate the screening program with school schedules.

- 2.3 Plan and select appropriate diagnostic procedures reflecting a knowledge of:
 - A. Normal communication behavior and deviations from such normal behavior.
 - B. The significant behavioral manifestations that may be associated with various communication disorders.
 - C. Factors that may have causal or maintaining relationships to the communication behavior to be modified.
- 2.4 Implement diagnostic procedures and techniques necessary for thorough and precise diagnosis including: interviewing, observing, testing and recording.
- 2.5 Organize diagnostic information which identifies the factors precipitating and maintaining the disorder(s) and which suggests a plan of remediation.
- 2.6 Make a case selection on the basis of the above information.
- 2.7 Formulate short and long term therapeutic goals in relation to individual needs.
- 2.8 Plan therapeutic approaches for the treatment of speech, language, and hearing disorder(s) in accordance with identified goals.
- 2.9 Plan efficient recordkeeping systems regarding the individual student's performance.
 - A. Maintain records required by state and local policies and regulations.
- 2.10 Establish and maintain a dynamic therapist-student interaction.
 - A. Employs appropriate predetermined motivational techniques.
 - B. Guides the student toward awareness of and responsibility for his/her therapy goals.
 - C. Exhibits warmth and confidence in therapist-student interaction.
 - D. Maintains productive discipline.
 - E. Utilizes the dynamics of the group situation therapeutically.
 - F. Individualizes therapy for the various members of the group appropriately.
- 2.11 Implements, evaluates, and modifies therapeutic strategies effectively and takes into consideration pertinent information known about each student.

CRITERION 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENTS

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the specialist's competency to:

POSSIBLE INDICATORS:

- 3.1 Develop and maintain orderly procedures in the storage and utilization of materials, supplies and equipment.

- 3.2 Determine a sequence of activities regarding: time planning, location, and physical environment planning, type of problems--speech, language or hearing, materials, personnel involved, and referral sources available.
- 3.3 Utilize the resources of personnel, programs and facilities available within the school district and outside of the school district.
- 3.4 Maintains a list of clients and appropriate schedule of services.

CRITERION 4: THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the specialist's competency to:

POSSIBLE INDICATORS:

- 4.1 Function within the boundaries of his/her professional competencies and, when indicated, request additional diagnostic assistance.
- 4.2 Extend his/her professional knowledge and skill.
 - A. Attend short courses, workshops, inservice and other professionally sponsored meetings.
 - B. Participates in workshops and/or seminars.
- 4.3 Identify with the speech and hearing profession through activities which may include:
 - A. Active membership in speech and hearing associations.
 - B. Participation in professional activities within the school district, e.g., preparation of guides, resource materials, conducting parent education groups.
- 4.4 Exhibit professional behavior and attitudes.
 - A. Evaluates and modifies his/her behavior toward increasingly higher standards of performance.
 - B. Makes constructive efforts to improve standards for communication disorder specialists at all levels of proficiency.
- 4.5 Develop and/or provide information and complete forms required by state and local policies and regulations.
- 4.6 Utilize new developments in professional and educational philosophies, strategies, and media.
- 4.7 Utilize research findings and methods and participates in appropriate research activities.

CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the specialist's competency to:

POSSIBLE INDICATORS:

- 5.1 The communication disorder specialist assists associated professionals in understanding the scope of the speech and hearing program.
 - A. Interprets needs, abilities, etc., of communication handicapped students to associated professionals, particularly the classroom teacher.
 - B. Interprets program to school officials, teachers and other educational staff associates.
 - C. Counsels teachers concerning speech and language opportunities within the classroom structure.
 - D. Assists the classroom teacher in providing opportunities to reinforce improved communicative behavior.
 - E. Participates in staffings.
 - F. Provides information, research data and/or resource materials.
- 5.2 The communication disorder specialist provides information for and assistance to parents.
 - A. Interprets the total program as related to a particular student.
 - B. Suggests other resources.
 - C. Informs and counsels regarding particular problems.
 - D. Interprets diagnostic results and implications.
 - E. Enlists assistance in the home for the purpose of modifying behaviors.
- 5.3 The communication disorder specialist serves the community in an advisory role.
 - A. Interprets the program to other agencies in the community.
 - B. Coordinates referrals to and from other agencies.
 - C. Informs community members regarding services offered, related resources, and present and future needs.
- 5.4 The communication disorder specialist initiates and implements speech-language improvement programs.
 - A. Assists with curriculum development and production of instructional guides.
 - B. Provides demonstration lessons for classroom teachers.
 - C. Produces instructional materials.
 - D. Evaluates effectiveness of speech improvement programs.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

PSYCHOLOGIST

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment. The evaluation procedure assesses the Psychologist's competency to:

POSSIBLE INDICATORS:

- 1.1 Provide a theoretical rationale for the use of various educational procedures with handicapped children in both special and regular classes.
- 1.2 Demonstrate understanding of basic principles of human learning, growth and development.
- 1.3 Relate and apply knowledge, research findings and theory derived from the disciplines of psychology and special education to the development of a program of services.
- 1.4 Demonstrate knowledge of special education legislation and implications for psychological services.
- 1.5 Demonstrate awareness of personal and professional limitation and has the ability and knowledge to make appropriate referrals.

CRITERION 2: SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. The evaluation procedure assesses the psychologist's competency to:

POSSIBLE INDICATORS:

- 2.1 Serves on Multi-Disciplinary Team (MDT) in evaluating referred students' special needs and recommending appropriate programs to meet identified special needs.
 - A. Serves as Team Leader in the screening of students referred as a focus of concern to determine the need for further evaluation.
 - B. Assists in the diagnostic assessment of referred students and in the determination of special services required by eligible students.
 - C. Provide consultative services to school staff regarding management of behaviorally disabled students.
 - D. Provides management and counseling services to behaviorally disabled students on a short-term basis. (Long-term counseling should be referred to other agencies.)

- 2.2 Demonstrate ability to synthesize and integrate testing and observational data concerning the student:
 - A. Help students integrate and utilize data as appropriate to the student's age and ability level.
 - B. Help others involved with the student interpret and utilize data appropriately and accurately.
 - C. Help other specialists by providing relevant assessment and interpretive data.
 - D. Assists educational staff in individualizing learning programs consistent with student learning styles and abilities.
- 2.3 Participates in the MDT's development of goals and objectives to meet student's identified adjustment needs as they interfere with educational processes.
- 2.4 Participates in MDT's ongoing re-evaluation of student educational program progress.
- 2.5 Provide inservice or other instruction in the area of human behavior and learning as needed and as time permits.
- 2.6 Keep accurate records necessary to provide data required by the state and school district.

CRITERION 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the psychologist's competency to:

POSSIBLE INDICATORS:

- 3.1 Select or recommend testing and observational measures appropriate to student needs.
- 3.2 Demonstrate appropriate use and the understanding of the limitations and restrictions of testing and observational procedures.
- 3.3 Use summative and formative assessment procedures in evaluating student growth.
- 3.4 Protect the privacy of students and family information as mandated by state and federal regulations, and district policies.
- 3.5 Consult with teachers and administrators concerning learning settings in the classroom, building and on the playground.

CRITERION 4: THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the psychologist's competency to:

POSSIBLE INDICATORS:

- 4.1 Demonstrate awareness of responsibilities to students, parents and other educational personnel, and of the psychologist's ethical responsibility to serve as student advocate.
- 4.2 Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.)
- 4.3 Demonstrate commitment to professional growth by participation in workshops and seminars or graduate study.
- 4.4 Demonstrate awareness of personal and professional limitation and assets and sets appropriate and professional goals and objectives.

CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the psychologist's competency to:

POSSIBLE INDICATORS:

- 5.1 Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those needing special education and/or related psychological programs.
- 5.2 Participate in the planning and development of support programs to serve the preventive and developmental needs of the special education population.
- 5.3 Interpret characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

LEARNING BEHAVIORAL SPECIALIST

CRITERION 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment. The evaluation procedure assesses the Learning Behavioral Specialist's competency to:

POSSIBLE INDICATORS:

- 1.1 Provide a theoretical rationale for the use of various educational and counseling procedures with children in both special and regular classes.
- 1.2 Demonstrate understanding of basic principles of human learning, growth and development.
- 1.3 Relate and apply knowledge, research findings and theory derived from the disciplines of school counseling, psychology and special education to the development of a program of services.
- 1.4 Demonstrate knowledge of special education legislation and implications for related services.
- 1.5 Demonstrate awareness of personal and professional limitation and has the ability and knowledge to make appropriate referrals.

CRITERION 2: SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. The evaluation procedure assesses the Learning Behavioral Specialist's competency to:

POSSIBLE INDICATORS:

- 2.1 Serves on Multi-Disciplinary Team (MDT) in evaluating referred students' special needs and recommending appropriate programs to meet identified special needs.
 - A. Serves as Team Leader in the screening of students referred as a focus of concern to determine the need for further evaluation.
 - B. Assists in the diagnostic assessment of referred students and in the determination of special services required by eligible students.
 - C. Provide consultative services to school staff focusing upon instructional, behavioral management and/or counseling related services.

- D. Provides management and counseling services to students exhibiting adjustment difficulties on a short-term basis. (Long-term counseling should be referred to other agencies.)
- 2.2 Demonstrate ability to synthesize and integrate testing and observational data concerning the student:
 - A. Help students integrate and utilize data as appropriate to the student's age and ability level.
 - B. Help others involved with the student interpret and utilize data appropriately and accurately.
 - C. Help other specialists by providing relevant assessment and interpretive data.
 - D. Assists educational staff in individualizing learning programs consistent with student learning styles and abilities.
- 2.3 Participates in the MDT's development of goals and objectives to meet student's identified adjustment needs as they interfere with educational processes.
- 2.4 Participates in MDT's ongoing re-evaluation of student educational program progress.
- 2.5 Provide inservice or other instruction in the area of human behavior and learning as needed and as time permits.
- 2.6 Keep accurate records necessary to provide data required by the state and school district.

CRITERION 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluation procedure assesses the Learning Behavioral Specialist's competency to:

POSSIBLE INDICATORS:

- 3.1 Select or recommend testing and observational measures appropriate to student needs.
- 3.2 Demonstrate appropriate use and the understanding of the limitations and restrictions of testing and observational procedures.
- 3.3 Use summative and formative assessment procedures in evaluating student growth.
- 3.4 Protect the privacy of students and family information as mandated by state and federal regulations, and district policies.
- 3.5 Consult with teachers, administrators, and remedial staff related to the identification, planning and monitoring of remediation services to lower performing students.

- 3.6 Be responsible for the delivery of counseling services for the assigned schools. This may include individual and group counseling, parent training programs and referral to outside agencies as deemed appropriate.

CRITERION 4: THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluation procedure assesses the Learning Behavioral Specialist's competency to:

POSSIBLE INDICATORS:

- 4.1 Demonstrate awareness of responsibilities to students, parents and other educational personnel, and of the Learning Behavioral Specialist's ethical responsibility to serve as student advocate.
- 4.2 Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.)
- 4.3 Demonstrate commitment to professional growth by participation in workshops and seminars or graduate study.
- 4.4 Demonstrate awareness of personal and professional limitation and assets and sets appropriate and professional goals and objectives.
- 4.5 Demonstrate enthusiasm and self-motivation.

CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluation procedure assesses the Learning Behavioral Specialist's competency to:

POSSIBLE INDICATORS:

- 5.1 Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those needing special education and/or related guidance services.
- 5.2 Participate in the planning and development of support programs to serve the preventive and developmental needs of the at-risk student population.
- 5.3 Interpret characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.
 - 1) Promotes free and easy communication between home and school.
 - 2) Is available to parents.
 - 3) Follows through with parents on reducing crises.

