

**ANACORTES EDUCATION ASSOCIATION  
AND  
ANACORTES SCHOOL DISTRICT #103  
CONTRACT AGREEMENT**

**SEPTEMBER 1, 2006 - AUGUST 31, 2009  
Anacortes School Board Ratified June 22, 2006**

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
 THE ANACORTES EDUCATION ASSOCIATION AND ANACORTES SCHOOL DISTRICT #103  
 SEPTEMBER 1, 2006 TO AUGUST 31, 2009

TABLE OF CONTENTS

**ARTICLE I. ADMINISTRATION PAGE**

Section 1. Exclusive Recognition.....1  
Section 2. Status of the Contract.....1  
Section 3. Contract Compliance.....1  
Section 4. Contract Administration.....1  
Section 5. Conformity to Law.....2  
Section 6. Distribution of Contract.....2  
Section 7. Appendices.....2

**ARTICLE II. BUSINESS**.....3

Section 1. Association Security.....3  
Section 2. Payroll Deductions.....3  
Section 3. Tax Shelter Annuities or Other Deductions.....3  
Section 4. Management Rights.....4  
Section 5. Association Rights.....5

**ARTICLE III. PERSONNEL**.....6

Section 1. Employee Rights--Teacher Protection.....6  
 Individual Rights.....6  
 Right to Join and Support Association.....6  
 Teacher Protection.....6  
Section 2. Professional Freedom.....7  
Section 3. Personnel Files.....7  
Section 4. Evaluation and Probationary Procedures..... 8  
Section 5. Employee Protection.....16  
Section 6. Assignment, Transfer, and Vacancies.....17  
 Job Share.....18  
 Job Trade. ....19  
Section 7. Contract, Work Day,.....20  
 Supplemental Hours, Flexible Work Day and  
 Payment  
 Professional Growth .....23  
 Length of Work Day.....23  
 Flexible Work Day.....24  
 Payment.....24  
 Release From Contract.....24  
Section 8. Staff Reduction.....25  
Section 9. Salaries and Stipends..... 27  
 State Salary Schedule.....27  
 Compensation for Substitutes.....27  
 Experience Credits.....28  
 Educational Credits.....28  
 Professional Improvement Council.....29  
 Extended Contracts.....29  
 Curriculum Development Pay.....29

Travel Reimbursement.....	30
<a href="#">Section 10.</a> Insurance Benefits.....	31
<a href="#">Section 11.</a> Leaves.....	33
Sick Leave.....	33
Maternity Leave.....	33
Adoption Leave.....	34
Bereavement Leave.....	34
Emergency Leave.....	35
Civic Leave.....	35
Jury Duty.....	35
Professional Leave.....	36
Military Leave.....	36
Association Leave.....	36
Leaves of Absence.....	37
Personal Leave.....	37
Leave Sharing.....	38
<a href="#">Section 12.</a> Employee Facilities.....	39
<a href="#">Section 13.</a> Professional Responsibilities.....	39
<a href="#">Section 14.</a> Auxiliary Personnel.....	40
<a href="#">Section 15.</a> Student Teachers.....	40
<a href="#">Section 16.</a> After School Supervision.....	40
<b><a href="#">ARTICLE IV. INSTRUCTION</a></b> .....	41
<a href="#">Section 1.</a> Orientation of Staff.....	41
<a href="#">Section 2.</a> Class size.....	41
Relief of Overloads.....	41
Class Size/Load Review Team.....	41
<a href="#">Section 3.</a> Preparation period.....	43
<a href="#">Section 4.</a> Classroom visitation.....	43
<a href="#">Section 5.</a> Student discipline.....	43
<b><a href="#">ARTICLE V. GRIEVANCE PROCEDURE</a></b> .....	44
<a href="#">Section 1.</a> Definitions .....	44
<a href="#">Section 2.</a> Representation.....	44
<a href="#">Section 3.</a> Freedom from Reprisal.....	45
<a href="#">Section 4.</a> Assistance in Investigation.....	45
<a href="#">Section 5.</a> Release from Duty.....	45
<a href="#">Section 6.</a> Procedure.....	46
<b><a href="#">ARTICLE VI. NEGOTIATIONS PROCEDURES</a></b> .....	49
<b><a href="#">ARTICLE VII. DURATION</a></b> .....	50
ATTACHMENT I MEMORANDUM OF UNDERSTANDING.....	51
ATTACHMENT II <a href="#">SUMMARY OF REVISIONS</a> .....	Seperate Document
APPENDICES: <a href="#">Salary Schedule</a> , Appendix A	
Evaluation Criteria and Forms, Appendix B	
Supplemental Hours Verification and Documentation, Appendix C	
School Calendar, Appendix D	
(Calendar is not included in this document)	

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3 **ARTICLE I. ADMINISTRATION**

4 **Article I Section 1. Exclusive Recognition**

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

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

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

16 **Article I Section 2. Status of the Contract**

17 Where there is a conflict between this Contract and any resolution, rule, policy, or  
18 regulation of the Board or its agents, the terms of this Contract shall prevail.

19 Certain rights and functions are afforded to the Association as the legal  
20 representative for all employees as covered under the terms of this Contract and  
21 [RCW 41.59](#). Said rights and functions are not common to any other certificated  
22 employee organization within the District.

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

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

30 Article III, Section 4, Evaluation and Probationary Procedures

31 Article III, Section 7, Contracts, Supplemental Hours, Flexible Work Day and  
32 Payment

33 Article III, Section 8, Staff Reduction

34 Article III, Section 10, Insurance Benefits

35 Article III, Section 11, Leaves

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

38 **Article I Section 3. Contract Compliance**

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

41 **Article I Section 4. Contract Administration**

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

1 **Article I Section 5. Conformity to Law**

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

6 **Article I Section 6. Distribution of Contract**

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

15 **Article I Section 7. Appendices**

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

- 18 A. Teacher Salary schedule
- 19 B. Evaluation Criteria and Forms
- 20 C. School Calendar
- 21 D. Supplemental Additional Hours Verification Form
- 22 E. Sample Supplemental Hours Documentation Form

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3 **ARTICLE II. BUSINESS**

4 **Article II Section 1. Association Security**

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

20 **Article II Section 2. Payroll Deductions**

21 The Association shall have the exclusive right of automatic payroll deduction of  
22 membership dues and fees for employees. Upon proper written payroll  
23 authorization from an employee, the District shall deduct from the wages of that  
24 employee monthly Association dues and shall forward that sum to the  
25 Association or its designee. The Association shall provide to the District payroll  
26 office no later than September 15 of each year a list of employees authorized for  
27 the automatic payroll deduction of Association membership dues. Upon  
28 revocation of membership by an Association member, the Association shall  
29 submit notice of such revocation to the District payroll office to terminate the  
30 automatic dues deduction. The Association agrees to hold the Board harmless  
31 from all financial claims against it for or on account of any payroll deduction of  
32 membership dues and fees.

33 **Article II Section 3. Tax Shelter Annuities or Other Deductions**

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

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

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

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2 **Article II Section 4. Management Rights**

3 The Board represents the voters of the Anacortes School District and thus  
4 reserves all powers, rights, authority, duties, and responsibilities which come to it  
5 by state/board regulations and the laws and Constitution of the State of  
6 Washington and/or the United States. The Association recognizes that the Board  
7 is legally responsible for the operation of the school district and that the Board  
8 has the necessary authority to discharge all of its responsibilities subject to the  
9 laws mentioned above and the provisions of this Agreement. The Board shall  
10 have the right to determine matters concerning the management or  
11 administration of the work force, subject to the terms of this Agreement and RCW  
12 41.59 and/or Chapter 288, Laws of 1975, First Extraordinary Session.

13 It is agreed that all rights except such as are clearly and expressly relinquished  
14 herein by the District are reserved to and shall continue to vest in the District.

15 This shall include the following enumeration, being by way of illustration and not  
16 by way of limitation, and without application of the principle of Eiusdem generis:

- 17 **1.** Manage the District and direct the working forces, including the determination  
18 of employee qualifications, the right to hire and to suspend, discipline or  
19 discharge employees for just cause, and to otherwise maintain an orderly,  
20 effective and efficient operation.
- 21 **2.** Transfer employees from one school, department, and/or classification to  
22 another.
- 23 **3.** Lay off or relieve employees from duty because of shortages of funds or  
24 decline in enrollment.
- 25 **4.** Promote and/or transfer employees to positions and classifications not  
26 covered by this agreement.
- 27 **5.** Determine the work to be done and the standards to be met by the employees  
28 covered by this agreement.
- 29 **6.** Determine whether and to what extent work shall be performed by employees.
- 30 **7.** Develop and control the budget.
- 31 **8.** Control District property

1 Article II Section 5. Association Rights

2 1. The Association and its representatives shall have the right to use the District  
3 buildings and equipment after obtaining permission from the administration. The  
4 Association shall be responsible for claims arising from damage caused by  
5 negligence resulting from the use of facilities and equipment.

6 2. The Association shall have the right to post notices of activities and matters of  
7 concern on bulletin boards as provided by the building administrator. The  
8 Association may provide its own bulletin boards on space designated therefore  
9 by the building administrator.

10 3. The Association shall have the right to use the teacher mailboxes, voice mail  
11 and e-mail systems for communication, representation and negotiation purposes  
12 so long as such use follows District Policy does not disrupt district services or  
13 promote and initiate any stop work actions against the District.

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

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

30 4. The Association shall have the same access to District records as any citizen  
31 under RCW 42.17.

32 5. The Association shall be furnished, upon written request of the grievant, such  
33 information as is necessary for the processing of any grievance at the grievant's  
34 cost.

35 6. The Association and its representatives shall have the right to meet and confer  
36 with all certificated District employees after contacting the appropriate District  
37 administrator. Prior to said meeting, the Association will assure proper  
38 identification to the administrator of any person present at the meeting who is not  
39 represented by the Association. Such contact shall be limited to outside the  
40 contracted school day.

41 7. Representatives duly authorized by the Association to participate in  
42 negotiations, conferences, or meetings with representatives of the District shall  
43 suffer no loss of pay when the District schedules the same during the working  
44 day. The negotiations, conferences or meetings will be scheduled at mutually  
45 agreed to times and places.

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



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4 **ARTICLE III. PERSONNEL**

5 **Article III Section 1. Employee Rights- Teacher Protection**

6 *INDIVIDUAL RIGHTS:* There shall be no discipline or discrimination with respect  
7 to the employment of any person because of such person's age, sex, marital  
8 status, race, creed, color, national origin, domicile, political activity or lack  
9 thereof, or the presence of any sensory, mental or physical handicap, unless  
10 based upon a bona fide occupational qualification, provided that the prohibition  
11 against discrimination because of such handicap shall not apply if the particular  
12 disability prevents the proper performance of the particular worker involved.  
13 The private and personal life of any employee becomes the appropriate concern  
14 or attention of the Board when the private and personal activity of the employee  
15 has a direct adverse effect upon said employee's ability to adequately perform  
16 his duties with the District or when the private and personal activity of the  
17 employee has a direct adverse effect upon the District's ability to provide quality  
18 education to the students.

19  
20 Nothing contained herein shall be construed to deny or restrict to any employee  
21 such rights as he may have under applicable laws and regulations. The rights  
22 recognized hereunder shall not be exclusive but are in addition to those provided  
23 elsewhere.  
24

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

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

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

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

43 Any discipline shall be subject to the grievance procedure hereinafter set forth  
44 except that non-renewal or discharge shall be handled in accordance with  
45 statutory procedures.  
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2 **Article III Section 2. Professional Freedom**

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

11 Teachers who operate within these regulations shall have the full support of the  
12 Board and administration.

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

17 **Article III Section 3. Personnel Files**

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

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

31 No evaluation, correspondence, or other material making any reference to an  
32 employee's competence, character, or manner shall be placed in the personnel  
33 file without the employee's knowledge and right to attach written comments. The  
34 employee shall acknowledge that he has read such material by affixing his  
35 signature and the date on the actual copy to be filed. Such signature merely  
36 indicates that he has read the material and does not necessarily indicate  
37 agreement with the content.  
38

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2 **Article III Section 4. Evaluation and Probationary Procedures**

3 **I. GENERAL**

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

11  
12 **II. EVALUATOR'S PRIMARY RESPONSIBILITIES**

13 A. Principals shall meet with all teachers/CSPs new to the District to review and  
14 discuss the evaluation system in order to develop mutual understanding of the  
15 evaluation system, process, procedure and purpose.

16 B. Within each school, the principal shall be responsible for the evaluation of  
17 teachers/CSPs assigned to that school. However, a teacher/CSP assigned to  
18 more than one school shall be evaluated by an administrator assigned to that  
19 task provided such teacher/CSP is notified in advance of the administrator so  
20 assigned.

21 C. Principals may designate other administrators to assist in the evaluation  
22 process provided that person is not from the bargaining unit.

23 D. The building principal or his/her designee will be responsible for evaluating  
24 special education staff.

25 E. Itinerant personnel, by the nature of their job assignment, work under the  
26 supervision of different building principals. In order to promote good personnel  
27 management and continuity of evaluation, the district will assign one principal as  
28 the itinerant personnel's supervisor and evaluator. The designated principal will  
29 be responsible for the itinerant personnel's formal evaluation. However, other  
30 administrators may assist in the evaluation provided that any observations used  
31 are documented in accordance with the procedures as outlined in IV.A, 5-7.

32 **III. INFORMAL OBSERVATIONS**

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

42 **IV. CRITERIA/FREQUENCY**

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

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2 **V. AN EVALUATION SYSTEM**

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

11  
12  
13 A. SUMMATIVE LONG FORM PROCESS, designed to determine that a  
14 teacher/CSP is meeting minimum established performance criteria, shall be used for all  
15 teachers/CSPs:

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

21 **LONG FORM PROCEDURES:**

- 22 1. The Summative Long Form Process may include optional professional  
23 growth goals. Such goals shall not be used to determine teacher's/CSP's  
24 performance in meeting the minimum criteria.  
25 2. All teachers/CSPs newly employed by the District shall be observed at  
26 least once for a total observation time of thirty (30) minutes during the first  
27 ninety (90) calendar days from the commencement of their employment.  
28 Such teachers/CSPs shall be considered provisional employees for two  
29 years unless the employee has previously completed at least two years of  
30 certificated employment in another Washington State School District.  
31 3. During each school year, each teacher/CSP shall be observed for the  
32 purpose of evaluation at least twice in the performance of his/her  
33 assigned duties. Total observation time for each teacher/CSP in each  
34 school year shall not be less than sixty (60) minutes. One observation  
35 shall be a least thirty (30) minutes in duration. Additional observations  
36 may be documented by the evaluator.  
37 4. Following each observation, or series of observations, the evaluator  
38 shall promptly document the observations in writing and shall provide the  
39 teacher/CSP with a copy of the observation record within seven working  
40 days following the observation(s).  
41 5. Within five (5) working days of receipt of the observation record, the  
42 teacher/CSP may submit signed comments concerning his/her  
43 observation record. These signed comments shall be made a part of the  
44 official observation record. A conference may be requested by either  
45 party.

46 **6. LONG FORM EVALUATION PROCEDURES**

- 47 (a) Following each observation or series of observations, the principal or  
48 his/her designee shall promptly document the results thereof. The  
49 employee shall be provided with a copy of the evaluation report within  
50 three (3) days after such report is prepared.

1 (b) The employee shall sign the District copy of the evaluation report and  
2 shall be provided a copy of said report. The employee's signature  
3 indicates only that he is aware of the comments and summary statements  
4 recorded thereon and shall not be interpreted as an indication that the  
5 employee necessarily agrees with the comments and/or summary  
6 statements. The evaluatee shall have the right to affix to the evaluation  
7 report any comments, observations or considerations he believes to be  
8 pertinent to said evaluation report.

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

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

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

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

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

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

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

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

1. During each school year each teacher/CSP shall be observed in the performance of assigned duties for the purpose of evaluation with either:  
a. a thirty minute observation during the school year with a written summary

OR

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

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

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

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

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

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

Year 1 L S S

2 S L S

3 S S L

4 L S S

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

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

8 Procedures:

9 **PROFESSIONAL GROWTH PROCEDURES:**

- 10 1. In the Professional Growth Option teachers/CSPs and supervisors  
11 cooperatively establish goals and monitor the progress being made  
12 toward those goals. The teacher/CSP may request that an observation  
13 include an opinion on rate and/or level of progress. Goals shall be  
14 consistent with building and District goals, be designed to promote an  
15 individual's professional growth and to improve instruction.
- 16 2. Recommended number of employees entering the Professional Growth  
17 Option in any one school year should not exceed one-third of a building  
18 staff. (Note evaluators may need selection criteria in order to respect the  
19 recommendation.)
- 20 3. Summative Short Form evaluation procedures shall be used in the  
21 Professional Growth Option and will be adapted to accommodate  
22 cooperatively planned Professional Growth activities.
- 23 4. If a teacher changes building location, the Summative Long Form  
24 process shall be followed for that school year.
- 25 5. Each year teachers/CSPs eligible for the Professional Growth Process  
26 will be given the opportunity of notifying their evaluator if they wish to  
27 pursue this option and commit to attend a meeting regarding Professional  
28 Growth Process (goal setting, communication, the improvement of  
29 instruction, etc.). This will allow individuals to plan their Professional  
30 Growth Process program and participate in summer activities where  
31 applicable.
- 32 6. During September and October participants and supervisors shall meet  
33 to thoroughly discuss the potential goals and cooperatively complete the  
34 planning worksheet. Teachers should have in mind the goals, the areas to  
35 be investigated, alternatives for support, colleagues to be involved,  
36 methods for collecting data and the methods for evaluating growth toward  
37 the goals. During this meeting, the supervisor shall act as an advisor in  
38 order to clarify and refine the goals and the other aspects of the process,  
39 collegial sharing, input from parents/students/colleagues, practical goal  
40 setting and self assessment, and relationship to building/District goal  
41 focus will be considered.
- 42 7. Throughout the year, the teacher and supervisor shall meet formally  
43 and informally to discuss collaboratively the progress on the goals and to  
44 refine and update any need for assistance.
- 45 8. Prior to June 1, a final meeting shall be held to analyze data and  
46 review the success of the goals. At this meeting the Growth Option  
47 Verification shall be compiled collaboratively on the short form evaluation  
48 report and submitted to the District personnel file.
- 49 9. Information from the Professional Growth Option cycle may not pass to  
50 the summative evaluation cycle nor the personnel file.

1 Although some goal setting in the Professional Growth Option may be  
2 based on information gathered in the Summative cycle, information may  
3 not pass from the Professional Growth Option to the Summative in order  
4 to ensure that teachers take risks and try new things. It is conceivable  
5 that all stated goals may not be reached in a given year for a variety of  
6 circumstances and analysis of such circumstances can also be a learning  
7 experience. Attainment of some goals may take more than one year.  
8 A Formative file will be available to both teacher and administrator and it  
9 may contain the following:

- 10 - annual goals
- 11 - notes from meetings
- 12 - data gathering methods
- 13 - data, if applicable

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

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

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

22 1. Remediation Process focus shall be assisting the employee to develop  
23 and implement a plan for improving performance to a satisfactory level. A  
24 mutually agreeable plan is desirable. Failing such, the primary evaluator  
25 shall be responsible for determining the plan.

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



1  
2 **VI. PROBATION**

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

- 8 1. Evaluation of performance to date.  
9 2. A recommended specific and reasonable program designed to assist  
10 the employee in improving his or her performance.  
11 3. A copy of said report shall be submitted to the employee. If the  
12 employee disagrees with or questions any results of the evaluation  
13 procedures or disagrees with any statement contained in the above  
14 report, that employee may, within five (5) days after delivery of the formal  
15 evaluation report, deliver a detailed statement concerning the points of  
16 disagreement to the Superintendent for inclusion in the employee's  
17 personnel file.

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

- 24 1. Specific areas of performance deficiencies.  
25 2. A suggested specific and reasonable program for improvement.  
26 3. A statement indicating the duration of the probationary period and that  
27 the purpose of the probationary period is to give the employee the  
28 opportunity to demonstrate improvement in his or her area or areas of  
29 deficiency.

30 C. EVALUATION DURING THE PROBATIONARY PERIOD

- 31 1. At or about the time of the delivery of a probationary letter, the principal  
32 or his/her designee shall hold a personal conference with the  
33 probationary employee to discuss performance deficiencies and the  
34 remedial measures to be taken. At said conference, the employee may  
35 elect to have present a representative of the Association.  
36 2. During the probationary period, the principal or his/her designee shall  
37 meet with the probationary employee at least twice monthly to supervise  
38 and make a written evaluation of the progress, if any, made by the  
39 employee. A copy of the same shall be provided to the employee.  
40 3. The probationary employee may be removed from probation at any  
41 time if he or she has demonstrated improvement to the satisfaction of the  
42 principal or other supervisor in those areas specifically detailed in his or  
43 her notice of probation.

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

- 1 1. That the employee has demonstrated sufficient improvement in the  
2 stated areas of deficiency to justify the removal of the probationary status;  
3 or
- 4 2. That the employee has demonstrated sufficient improvement in the  
5 stated areas of deficiency to justify the removal of the probationary status  
6 if accompanied by a letter identifying areas where further improvement is  
7 required; or
- 8 3. That the employee has not demonstrated sufficient improvement in the  
9 stated areas of deficiency and action should be taken to non-renew the  
10 employment contract of the employee.

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

15 **VII. APPLICABILITY TO GRIEVANCE PROCEDURE**

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

1 Article III Section 5. Employee Protection

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

12 A. Personal injury liability in the amount of \$100,000 per individual and \$300,000  
13 per occurrence.

14 B. Personal property damage liability in the amount of \$300,000.

15 C. Replacement of any clothing or other personal property damaged, destroyed  
16 or stolen while engaged in the maintenance of order, discipline and protection of  
17 school personnel, students or property during the course of their employment up  
18 to the amount of \$500, with \$10 deductible.

1 Article III Section 6. Assignment; Voluntary and Involuntary Transfers;  
2 Vacancy and Vacancy Postings:

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

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

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

13 **6.1 Assignment:** An assignment shall mean the placement of a current employee  
14 in a specific position in a specific building. As determined by the administration,  
15 assignment(s) within a building may occur prior to posting a vacancy. Transfers  
16 to an assignment in a different building, as determined by the administration, may  
17 occur prior to posting a vacancy subject to **6.2 and 6.3**.

18 Employees will be notified as early as possible about changes in their teaching  
19 assignment. Employees will be notified, in writing no less than sixty (60) days  
20 prior to a substantive change in assignment as defined in Section 7, 'New  
21 Curriculum Responsibilities'.

22 **6.2 Voluntary Transfer:** A 'transfer' shall mean a change of assignment from one  
23 building to another to fill a specific position or vacancy.

24 **6.3 Involuntary Transfer:** An 'involuntary transfer' shall mean a change of  
25 assignment from one building to another to fill a specific position or vacancy  
26 when the employee does not agree to the change of assignment.

27 **6.3.1** In the event the District determines that circumstances require a transfer of  
28 staff to fill a specific position and no qualified staff member voluntarily accepts  
29 the necessary transfer then the Superintendent will determine that an involuntary  
30 transfer action needs to be implemented. A pool of potential involuntary  
31 transferees shall be designated. Each potential transferee shall be considered on  
32 the basis of information contained in his/her staff development plan, his/her past  
33 performance, and any other pertinent factors.

34 **6.3.2** In the event two or more potential transferees are deemed equally qualified  
35 by the District, the least senior employee under consideration shall be  
36 involuntarily transferred. Each involuntary transfer will be considered on its own  
37 merits and every attempt will be made to minimize disruption to the instructional  
38 program. The Superintendent shall notify the person to be involuntarily  
39 transferred in writing and shall stipulate the reasons for the transfer. Such  
40 notification shall take place before the involuntary transfer is to be implemented.  
41 The employee who is involuntarily transferred shall have the right to meet with  
42 the Superintendent or designee.

43 **6.3.3** Except in emergencies, at least ten (10) days written notice will be given to  
44 the person who is to be involuntarily transferred. However, the involuntary  
45 transfer will be tentative until the teacher has had the opportunity to appeal the  
46 decision through the grievance procedure. Such appeal shall be limited to  
47 alleged procedural violations of this involuntary transfer policy. Appeals on any  
48 aspect other than the procedure will be submitted to the District's Board of  
49 Directors in accordance with Article 5, Section 1, Class B, Grievance.

1 **6.3.4** Employees who have been involuntarily transferred and who notify the  
2 District of their desire to return will be transferred back to the last assignment  
3 held if or when that former assignment becomes vacant. This consideration shall  
4 expire two years from the date of the involuntary transfer.

5 **6.3.5** A person involuntarily transferred during the school year will be granted one  
6 (1) of the options listed in Section 7, 'New Curriculum Responsibilities'.

7 **6.4** Vacancy: A vacancy shall mean a position designated by the superintendent  
8 and/or board as open.

9 **6.5** Vacancy Posting: To assure that the employees are given every  
10 consideration in filling vacancies that occur within the District, the following  
11 procedure shall be used:

12 **6.5.1** Vacancy postings shall be publicized to the staff and Association for a  
13 minimum of ten (10) days before closing.

14 **6.5.2** Vacancy postings will be provided to the Association President by email on  
15 the date of posting, displayed in officially-designated locations in each of the  
16 District's buildings, and entered into a voice mailbox. The posting shall include at  
17 least the position and closing date.

18 **6.5.3** Vacancy postings will be supported by a job description and any other  
19 special qualifications required for the position, as well as procedures for applying.

20 **6.5.4** Current employees who meet all reasonable qualifications for a job  
21 posting shall be interviewed and fully considered prior to interviewing other  
22 applicants.

23 **6.5.5** An employee who has not been selected for a transfer to a vacant position  
24 shall have the right to meet with the Superintendent or designee.

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

## 28 **6.6. Job Share**

### 29 Definition

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

### 32 Application Procedures

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

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

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

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

49  
50

1 Administration Approval

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

7 Financial and Contractual Arrangements

8 A. Continuing contract staff members holding job sharing assignments shall be  
9 granted the appropriate annual fractional leave during the period of job sharing.

10 B. Job share participants will qualify for salary advancement; experience credit,  
11 sick leave, in-service per diem opportunities, and other benefits as would any  
12 other part-time certificated employee, except: the staff development incentive  
13 stipend will be granted per position and shared by job share partners.

14 C. It is recommended that job share applicants check the Teachers' Retirement  
15 System rules prior to making a decision regarding job sharing. Eligibility and  
16 service credit requirements differ for part-time employees and may result in  
17 partial or no service credit.

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

- 20 1. Offer full-time employment to the remaining job share person;  
21 2. Seek a comparable replacement, with remaining partner working full-time until  
22 a replacement is found; or  
23 3. If the remaining partner is unable to assume the full-time responsibility until a  
24 replacement is found, a substitute will be identified to work until a replacement is  
25 found.

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

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

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

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

41 **6.7 Job Trade**

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

1 Article III Section 7. Contracts, Work Day, Supplemental Hours,  
2 Flexible Work Day and Payment

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

6 COPIES OF CONTRACT: Two copies of the contract shall be given to the  
7 employee each year for signature. One signed copy will be returned to the  
8 District for Board signature. A copy of the approved contract will be returned to  
9 the employee and the original placed in the District files.

10 LENGTH OF CONTRACT: Effective with this contract the length of the regular  
11 employee contract shall be 182 days inclusive of two Learning Improvement  
12 Days. Continuation of the two Learning Improvement Days will be contingent  
13 upon future legislative funding of such days.

14 SUPPLEMENTAL HOURS: The following supplemental hours shall be provided  
15 at the per diem rate and will be compensated only if actually worked by separate  
16 contract. No leave provisions shall be applicable to the supplemental hours  
17 offered.

18  
19 **Mandatory Hours:**

20 Nineteen and one half (19.5) mandatory hours will be worked in the first  
21 year of the contract. In the second year of the contract, the mandatory  
22 hours will be increased to twenty-three (23) hours.

- 23 • Five hours will be planned by the District and scheduled on the  
24 work day immediately before the first student day.
  - 25 • Two teacher directed hours will be added on the work day  
26 immediately before the first student day for the term of this  
27 contract
  - 28 • Two hours will be performed at each site's annual Open House.
  - 29 • Seven hours of learning improvement activities will be flexibly  
30 scheduled during the period from two weeks prior to the first  
31 calendar Learning Improvement Day to the end of the first month  
32 of school in the first year of the contract. The hours will be directed  
33 by the building on a Learning Improvement Date approved by the  
34 Calendar Committee.
  - 35 • In year one of the contract, 2006-07, 3.5 hours of mandatory  
36 safety in-service training will be provided to all certificated staff  
37 before school begins. Effective the second year of this agreement,  
38 an additional three and one half (3.5) mandatory hours will be  
39 teacher-directed time on-site. (In 2007-08, the total mandatory  
40 hours will be twenty-three (23) hours
  - 41 • Seven mandatory hours become null and void in the first and  
42 second year of the contract following a double levy failure. Nine  
43 mandatory hours become null and void in the third year of the  
44 contract following a double levy failure. When a subsequent levy  
45 passes, these hours will be restored during the term of this  
46 contract.
- 47  
48  
49  
50

1 **TRI Compensation**

2 For 2006-07, TRI compensation, in addition to mandatory time above,  
3 shall be based on TRI (Time, Responsibility and Incentive) schedule. Said  
4 schedule base will be equivalent to 2006-07 7.5% of the Salary Allocation  
5 Model base. (See attached schedule)

6 For 2007-08, TRI compensation, in addition to mandatory time above,  
7 shall be based on TRI (Time, Responsibility and Incentive) schedule. Said  
8 schedule base will be equivalent to 8.0% of the 2007-08 Salary Allocation  
9 Model base.

10 For 2008-09, TRI compensation, in addition to mandatory time above,  
11 shall be based on TRI (Time, Responsibility and Incentive) schedule. Said  
12 schedule base will be equivalent to 9.0% of the 2008-09 Salary Allocation  
13 Model base.

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

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

30 Verification of responsibilities will be documented on a District form.

31 Part-time employees hired prior to 10/1/2000 will be compensated as if  
32 said employee were full-time employees.

33 One and one tenth (1.1) of the base of the Anacortes Certificated Salary  
34 Schedule as applied to the additional compensation schedule will become  
35 null and void for the following year in the event of a double levy failure,  
36 when a subsequent levy passes these hours will be restored during the  
37 term of this contract.  
38



1 EARLY RELEASE DAYS

2 Four (4) early release days as follows:

- 3 1. End of the first semester (secondary), end of the first trimester to  
4 prepare for fall conferences (elementary), for the purpose of school  
5 record-keeping and progress reporting. The date(s) will be determined by  
6 the District.  
7 2. Early release the last day of school.  
8 3. Two additional early releases determined by the District for the purpose  
9 of staff planning, program development, departmental planning,  
10 coordination & evaluation activities. In the 2002-2003 school year, at the  
11 elementary level, one of these additional early release days will precede  
12 the spring conferences and will be used for the purpose of student record-  
13 keeping and progress reporting and conferencing.  
14 4. More early release days will be provided on a regular basis if allowed  
15 under Washington Administrative Code related to program hour offerings  
16 and teacher student/contact time. Additional Responsibilities -- District  
17 Level. Conversely, in any given school year, the District may eliminate  
18 either or both of the 'two additional early release' days mentioned above  
19 in the event that the District needs to comply with the basic education act.

20 NEW CURRICULUM RESPONSIBILITIES – DISTRICT LEVEL

21 New or different responsibilities as required by the District are defined as the  
22 following specific assignment changes:

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

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

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

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

17            LENGTH OF WORK DAY: Employees shall begin their work day with a block of  
18 at least thirty (30) minutes before the student's school day begins and shall  
19 continue for a block of at least thirty (30) minutes after the student's day ends.  
20 The total amount of minutes for these blocks of time shall be no less than sixty  
21 (60) minutes per work day. Each week, no more than three of these blocks will  
22 be district directed time. The remaining blocks will be designated as time for  
23 scheduled parent meetings. If no meetings are scheduled, these blocks of time  
24 are intended to be teacher directed time. The work day for all employees shall be  
25 seven (7) hours, except that the District shall have the right to adjust the  
26 employee work day if necessary to meet the compliance requirements of the  
27 Basic Education Act. In addition, all certificated staff shall have a duty-free lunch  
28 period of not less than thirty (30) continuous minutes. Though early release  
29 within a school day is discouraged, in exceptional cases this procedure may be  
30 followed at staff request and with prior approval of the principal. The parties  
31 recognize the importance of parent conferences and that some parents may not  
32 be able to attend during a normal work day. To accommodate these parents one  
33 of the days during fall conference, and one in the spring, will be exchanged for a  
34 three-hour night conference. In exchange for the night conferences there will be  
35 an early release day for all certificated staff on the Wednesday before  
36 Thanksgiving and on the Friday before Memorial Day. [See Memorandum of](#)  
37 [Agreement 05/08](#)

38

39

1 FLEXIBLE WORK DAY

2 Certified employees who are requested by the District and who voluntarily  
3 choose to participate in their school's School Improvement Program may  
4 volunteer on an annual basis to participate in the restructuring of their seven (7)  
5 hour work day. The seven (7) hour work day includes at least one 45 minute  
6 planning period and is in addition to a 30 minute duty free lunch period. The 300  
7 minutes per week (30 minutes before and 30 minutes after the student day) may  
8 be redistributed throughout the work week. Student contact time will not exceed  
9 1400 minutes per week.

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

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

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

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

- 30 A. A letter of resignation specifying the reason(s) for the resignation must be  
31 submitted to the Superintendent's office.
- 32 B. A release from contract for an ensuing school year shall be granted provided a  
33 letter of resignation is submitted prior to June 1.
- 34 C. A release from contract for an ensuing school year may be granted after June  
35 1 provided a satisfactory replacement as determined by the Superintendent can  
36 be obtained.
- 37 D. A release from contract may be granted in case of illness or other personal  
38 matters which make it impossible for the employee to continue in the District.

1 Article III Section 8. Staff Reduction

2  
3 **8.1 Criteria**

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

10  
11 **8.1.1 Definition of Certificate Endorsements**

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

15  
16 **8.1.2 Definition of Qualifications**

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

19  
20 **8.1.3 Definition of Seniority**

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

24  
25 **8.2 Timeline and Tie Breaker**

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

35  
36 In the event that more than one employee has the same seniority ranking, all  
37 employees so affected will be ranked in accordance with the total seniority as  
38 certificated employees in the District from greatest to least.

39  
40 In the event that more than one employee has the same seniority ranking after  
41 applying the above provision, preference shall be given to the employee who has  
42 at that time the greater number of quarter equivalents of college credits beyond  
43 the BA degree as evidenced by college transcripts the employee has placed on  
44 file

45  
46 In the event that more than one individual employee has the same seniority  
47 ranking after applying the above provisions, all employees so affected shall  
48 participate in a coin toss, to determine position on the seniority list. The  
49 Association and all employees so affected shall be notified in writing of the date,  
50 place and time of the coin toss. The coin toss shall be conducted openly and at

1 a time and place which will allow affected employees and the Association to be in  
2 attendance.

3  
4 **8.3 LEAVE OF ABSENCE**

5 Subsequent to a lay-off, employees retained may apply for a one-year leave of  
6 absence without pay. If the granting of such leave will open a position for which  
7 a laid-off employee is qualified, the position will be offered to the most senior,  
8 qualified (Per 8.1 of this section) laid-off employee on a one-year, replacement  
9 contract. An employee returning from the one-year leave of absence will retain  
10 his/her rights under applicable Washington statute. The employee on the one-  
11 year contract will return to lay-off status unless hired to fill the position of an  
12 employee on leave of absence or a position that is newly created or vacated. In  
13 either case, the laid-off employee must be qualified for the positing.

14  
15 **8.4 RECALL PROCEDURE**

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

23  
24 A laid-off employee shall be considered to have employment status with the  
25 District for the purpose herein defined for two (2) years immediately following  
26 August 31 of the year the employee is laid off. Such employment status may be  
27 extended upon employee request at the discretion of the Board.

28  
29 In the event that additional vacancies or new positions become available in the  
30 District, the Board shall first recall all employees who have been laid off in  
31 accordance with these provisions before employing additional persons to fill such  
32 positions, so long as the qualification requirements (per 8.1 of this section) are  
33 met. Employees with the greatest seniority and necessary qualifications as  
34 provide herein shall be recalled to available positions first.

35  
36 The Board shall give written notice of recall from layoff by sending a registered or  
37 certified letter to said employee at his/her last known address. The employee's  
38 address as it appears on the Board's records shall be conclusive when used in  
39 connection layoff, recall, or other notice to the employee. It shall be the  
40 responsibility of the employee to notify the Board of any change in address.  
41 Failure to accept an offered position within fourteen (14) calendar days from the  
42 date of such offer shall terminate off of the employee's employment rights with  
43 the District. It is understood that the layoff and recall provisions set forth herein  
44 shall not apply to any "provisional employee" as such employees are defined in  
45 Chapter 114 of the 1975-76 Laws of Washington.

1  
2 **Article III Section 9. Salaries and Stipends**

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

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

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

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

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

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

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

1 EXPERIENCE CREDITS

2 1. Degrees, credits and experience will determine placement on the teachers'  
3 salary schedule.

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

6 3.1 Credit for experience shall be allowed on the same basis as the state accepts  
7 experience on the statewide salary schedule. Substitute teaching shall not be  
8 counted for experience on the salary schedule.

9 3.2 College teaching will be counted as teaching experience only when the  
10 teaching was performed under regular contract. Credit for one (1) year's  
11 experience will be granted for three hundred and sixty (360) hours of active  
12 instruction during any twelve (12) month period.

13 4. Credit for experience shall be given for active military, Peace Corps, or Vista  
14 service which interrupts teaching up to a maximum of three (3) years.

15 EDUCATIONAL CREDITS

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

22 100 level courses that are accepted by the State for placement on the State  
23 allocation model will be approved for placement on the salary schedule.

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

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

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

1 PROFESSIONAL IMPROVEMENT COUNCIL:

- 2 1. The Professional Improvement Council shall meet when convened upon  
3 request of the chairman and with at least five working days advance notice.  
4 2. The Professional Improvement Council will consist of the AEA president and  
5 two AEA representatives appointed by the AEA president; two administrative  
6 representatives appointed by the superintendent, and the superintendent. These  
7 six persons will make up the Professional Improvement Council. The  
8 superintendent's secretary will act as the secretary of record.  
9 3. The first duty of the committee at the first meeting of the school year shall be  
10 to elect a chairperson and secretary. The chairperson will alternate each year  
11 between members appointed by the association and administration.  
12 4. A quorum shall be four (4) members, and Robert's Rules of Order shall prevail.  
13 All information discussed at meetings shall be considered privileged and  
14 confidential.  
15 5. Certificated personnel desiring credit on the salary schedule for courses which  
16 do not meet the criteria in Article III, Section 9; Experience Credits, or do not  
17 meet with the principal's approval may petition a review by the District's  
18 Professional Improvement Council by submitting a request in writing to the  
19 chairperson. The individual may appeal in his/her own behalf or have a  
20 representative present his/her request.  
21 6. Decisions of the Professional Improvement Council may be appealed to the  
22 District Board of Directors, whose decision shall be final.

23 EXTENDED CONTRACTS:

24 Extended contracts shall be granted on the following basis:

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

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

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

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

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

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



1            TRAVEL REIMBURSEMENT -- Travel reimbursement will be consistent with  
2            current Board policy but no less than the amounts adopted in Board policy as of  
3            11/15/94. The following kinds of trips will be reimbursed upon request and  
4            approval:  
5            A. The non-contracted state professional meeting days set aside each year;  
6            B. Professional meetings requested by an employee (clinics, music, conferences,  
7            etc.)  
8            C. Meetings and visitations undertaken at the direction of the Superintendent or  
9            designee on behalf of the District;  
10           D. In-District travel.

1 Article III Section 10. Insurance Benefits:

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

12 In addition to the state funded insurance amount, the District shall pay sixty  
13 percent (60%) of the amount per month per FTE employee for the retiree subsidy  
14 owed to the State Health Care Authority.

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

17 A. Life Insurance: The District shall pay the monthly premium per  
18 certificated employee for a \$50,000 Group Term Life and AD&D  
19 Insurance plan underwritten by Provident Life & Accident Insurance  
20 Company.

21 B. Dental: The District shall pay the monthly premium for dental insurance  
22 for certificated employees and their dependents with the orthodontia  
23 benefit added. This plan will be the Washington Education Association  
24 endorsed plan.

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

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

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

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

40 F. Pooling per statutory intent: Adjustments in the allocation of pooled  
41 monies shall be made annually and payments shall begin no later than  
42 May. Allocation of funds shall be designated by the AEA in consultation  
43 with the District no later than January 15 of each school year.

44 Increased insurance contributions, if any, shall be provided to the extent  
45 of explicit authorization and specific funding for so long as such  
46 improvement is provided by law in keeping with all compliance  
47 requirements, and any adjustments affecting individuals covered by this  
48 Agreement will be made as soon as feasible after information is available.

1 G. The District will pay the medical insurance premium for up to one (1)  
2 year for those employees on approved medical leave who have  
3 exhausted their individual and shared sick leave.

4 H. VEBA III

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

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

1  
2 Article III Section 11. Leaves

3 **SICK LEAVE:**

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

11 Leave days earned but unused during each calendar year may be accumulated  
12 year to year to a limit of one hundred eighty (180) days, or may be compensated  
13 annually or at retirement or death so long as prescribed and permitted by statute.  
14 Accumulated sick leave shall be transferable into the District from any other  
15 school district in the state of Washington.

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

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

27 **MATERNITY LEAVE:**

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

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

45 Employees on maternity leave shall be granted their accumulated leave under  
46 the provisions of the District's sick leave policy. Employees returning from  
47 maternity leave shall be placed in their former position or a similar position in the  
48 District. ([WAC 162-30-020.](#))  
49  
50  
51

1           **ADOPTION LEAVE:**

2           a. Ninety (90) days non-paid leave shall be granted an employee who adopts a  
3           pre-school child and requests such leave. The leave request shall be directed to  
4           the Superintendent or his designee. This ninety days would apply to one parent  
5           only if both parents are District employees. Additionally, the parent(s) may use  
6           sick leave to care for an adopted child who has a diagnosed medical or health  
7           condition.

8           b. One (1) day of leave with pay shall be granted which shall be the day the  
9           adoptive parent appears in court to execute the legal adoption agreement;  
10          additionally, one (1) day leave with pay shall be granted to the parent(s) which  
11          shall be the first day home with the child.

12          c. The District shall be notified when adoption proceedings have begun and the  
13          leave shall begin at a natural break in the school year or a mutually agreed upon  
14          date.

15          d. At the discretion of the District, adoption leave may extend up to one semester  
16          beyond the initial ninety (90) day leave for one parent. The exact date of the  
17          employee's return will be determined in consultation with the Superintendent and  
18          the employee's immediate supervisor.

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

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

22           **BEREAVEMENT LEAVE:**

23           The District agrees to provide with no deduction in salary, up to five (5) days per  
24           year per employee in the event of death or serious illness in the family of the  
25           employee. "Family" may include a significant other living in the same household  
26           or close personal friend. This leave shall be non-accumulative from year to year.  
27           'Serious illness' shall be interpreted as any illness of an emergency nature in  
28           which death is imminent or in which the condition has been described as critical  
29           by a physician. 'Family' shall be interpreted as father, mother, brother, sister,  
30           children, spouse, aunt, uncle, grandparents, step-relatives, and in-laws of the  
31           same degree of relationship. 'Close friend' shall be determined applicable by the  
32           Superintendent as a result of a conference between the Superintendent and the  
33           employee.  
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**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).

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

**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.

1 **PROFESSIONAL LEAVE:**

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

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

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

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

27 An employee returning from professional leave shall be given the same  
28 consideration for returning to the position of his last assignment as if he had been  
29 on active duty. It shall be assumed that the employee wishes to return to the  
30 position of his last assignment unless he notifies the Superintendent by February  
31 15 prior to the expiration of his leave. If reassignment is necessary, procedures  
32 outlined in this contract shall be applicable.

33 **MILITARY LEAVE:**

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

38 **ASSOCIATION LEAVE:**

39 A maximum of thirty-one (31) days of leave per year for Association business will  
40 be granted provided that in no case shall any individual member be released for  
41 more than ten (10) days in any school year. Notification of the leave shall be  
42 submitted by the Association President in writing to the Principal no less than  
43 three (3) days before the leave is to take effect. The Association President and  
44 the employee shall be informed of the arrangements made for the leave. The  
45 Association will compensate the District by the amount equal to the cost of the  
46 substitute within a month of when the leave was taken.  
47

1           **LEAVES OF ABSENCE:**

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

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

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

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

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

28          While on leave, the certificated member will maintain seniority in the District.

29          There will be no loss of accrued benefits or penalties assessed because the  
30          member was on leave of absence. Upon return from leave, the employee will be  
31          placed at the salary schedule step that college training and teaching experience  
32          indicate. There will be no experience increment for the year of leave of absence  
33          unless the employee was engaged in full-time teaching as part of his scholarship  
34          or educational grant.

35          **ANNUAL LEAVE:**

36          Three (3) days leave, accumulative to five (5) days, (effective in 2008-2009, four  
37          (4) days leave accumulative to five (5) days), shall be granted an employee for  
38          personal, business, legal, or religious reasons, provided, no more than ten (10%)  
39          percent, (the number to be rounded to the next whole number, or a minimum of  
40          two (2) staff members per building) shall be granted such leave in any one day.  
41          In addition, at least forty-eight (48) hours advance notice of request for such  
42          leave must be given to the building principal/supervisor. All accumulated annual  
43          leave (1-5 days) may be cashed out at a rate of \$135.00 per day or current daily  
44          substitute rate, whichever is higher. Employees may retain up to 1 day to hold  
45          over for the following year. This cash out will appear on the July or August  
46          paycheck. The Association agrees to indemnify and to hold the District harmless  
47          from all claims asserted and law suits commenced due to any action taken by the  
48          District in strict compliance with this section.



1           **LEAVE SHARING:**

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

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

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2 **Article III Section 12. Employee Facilities**

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

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

16 In order to permit freedom of access both during and after regular school hours,  
17 all employees will be issued keys or be provided means of access to their  
18 classrooms, faculty lounge, work area, and outside door of their assigned  
19 building, subject to the control of the District. An adequate part of the parking lot  
20 at each school will be reserved for employee parking, if possible.

21 Representatives of the Association may meet and confer with the building  
22 principal to recommend specific changes or improvements in the facilities and  
23 their use.

24 **Article III Section 13. Professional Responsibilities**

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

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**Article III 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.

**Article III 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 III Section 16, After School Supervision**

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

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3 **ARTICLE IV. INSTRUCTION**

4 **Article IV Section 1. Orientation of Staff**

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

9 **Article IV Section 2. Class Size/ Load Review Team**

10 The following instructional load standards are established except for traditional  
11 large group instruction classes, such as music, K-6 physical education, team  
12 teaching and special education programs for which state standards are  
13 prescribed, and except when the District because of financial crisis (such as levy  
14 failure) has significantly less money for the instructional programs than it  
15 traditionally has. Combined classes will use the lowest grade level to determine  
16 the class standard.

17 Class Size

18 Effective 1998/99  
19 GRADE SHALL NOT EXCEED  
20 K-1 23  
21 2-4 24  
22 5-6 26  
23 7-12 30 average or 32 per class

24 Relief of Overloads

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

32 Elementary:

33 1<sup>st</sup> student over the maximum \$8.00 per day (\$10.00 per day effective  
34 2008-09)

35 2<sup>nd</sup> student over the maximum \$8.00 per day (\$10.00 per day effective  
36 2008-09)

37 3<sup>rd</sup> student over the maximum \$25.00 per day

38 Middle/High Schools:

39 \$8.00 per day per student (or fraction thereof) over the average of 30, or  
40 per student over 32 in an individual class, whichever is greater. (\$10.00  
41 per day effective 2008-09)

42 The above salary adjustments will be granted retroactive to the sixth (6<sup>th</sup>) day of  
43 the applicable term. It is clearly understood that in the event class loads drop  
44 below the identified numbers above, the applicable salary adjustment will cease.  
45 Specialists for the elementary school, librarians, counselors, and other school  
46 personnel who do not maintain a regular classroom shall not be counted in the  
47 teacher-pupil ratio determination.

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

50 This provision shall be subject to the Grievance Procedure, Article V, only as a

1 Class B Grievance. The decision of the Board of Directors shall be final and  
2 binding.

3 Section 2. Class Size/Load Review Team:

4 **2.1** An advisory process for the purpose of reviewing unusual classroom/support  
5 staff loads shall be established.

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

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

25 **2.4** The determination of a final solution, with supporting rationale, will be made  
26 by the Superintendent and communicated to all relevant parties in writing within  
27 ten (10) working days after the meeting in 2.5.3 above.

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2 **Article IV Section 3. Preparation Period**

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

5 Grades 7-12 certificated staff who agree to teach under contract during prep time  
6 will be offered an additional contract equivalent to .167 FTE per semester taught  
7 (formula based on 4 period instructional day). If the certificated staff member is  
8 on authorized paid leave during the period of time covered by said additional  
9 contract, there will be no reduction in the staff member's pay.

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

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

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

20 **Article IV Section 4 Classroom Visitation**

21 Per school board policy #4200.

22 **Article IV Section 5. Student Discipline**

23 The Board and administration shall support and uphold employees in their efforts  
24 to maintain discipline in the District and as soon as possible shall give response  
25 to all employee requests regarding discipline problems. Further, the authority of  
26 employees to use prudent disciplinary measures which are not arbitrary nor  
27 capricious for the safety and well-being of students and employees, as provided  
28 in District policies, is supported by the Board. In the exercise of authority by an  
29 employee to control and maintain order and discipline, the employee may use  
30 reasonable and professional judgment concerning matters not provided for by  
31 specific policies adopted by the Board and not inconsistent with federal or state  
32 laws or regulations.

33 The District agrees to conduct informational meeting(s) at the building level for  
34 certificated employees concerning applicable federal, state, and local laws and  
35 district rules, regulations, and procedures pertaining to student rights and the  
36 processing of student discipline. The meeting(s) shall be held prior to September  
37 30.  
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## **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.

### **Article V 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.

### **Article V 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.

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**Article V 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](#).

**Article V 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.

**Article V 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.



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2 **Article V Section 6. Procedure**

3 **Step I, Class A & B:**

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

9 **Step II, Class A & B:**

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

20 **Step III, Class A & B:**

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

29 **Step IV, Class B Only:**

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

1 **5.4** Arbitration proceedings shall be in accordance with the following:  
2 (a) The arbiter shall hear and accept pertinent evidence submitted by both  
3 parties and shall be empowered to request such data as the arbiter deems  
4 pertinent to the grievance and shall render a decision in writing to both parties  
5 within twenty (20) days (unless mutually extended) of the completion of the  
6 hearings.  
7 (b) The arbiter shall be authorized to rule and issue a decision in writing on the  
8 issue presented for arbitration, which decision shall be final and binding on both  
9 parties.  
10 (c) The arbiter shall rule on the basis of information presented in the hearing and  
11 on the basis of the arguments and contentions of the parties as set forth in any  
12 pre and post hearing briefs, and shall refuse to receive any evidence after the  
13 hearing except by mutual agreement.  
14 (d) Each party on the proceedings may call such witnesses as may be necessary  
15 in the order in which their testimony is to be heard. Such testimony shall be  
16 pertinent to the matters set forth in the written statement of grievance. The  
17 arguments of the parties may be supported by oral comment and rebuttal. Such  
18 arguments of the parties, whether oral or written, shall be pertinent to and  
19 directed at the matters set forth in the grievance.  
20 (e) Each party shall pay any compensation and expenses relating to its own  
21 witnesses or representatives.  
22 (f) The costs for the services of the arbiter, if any, including per diem expenses,  
23 his/her travel and subsistence expenses, and the cost of any hearing room, will  
24 be borne equally by the Board and the Association. All other costs will be borne  
25 by the party incurring them.  
26 (g) The total costs of the stenographic record, if requested, will be paid by the  
27 party requesting it. If the other party also requests a copy, that party will pay one-  
28 half of the stenographic costs.  
29 **5.5** All decisions arrived at under the provisions of this Step V Class A only by  
30 the representatives of the District and the Association or the arbiter shall be final  
31 and binding upon both parties, provided, however, in arriving at such decisions,  
32 neither of the parties nor the arbiter shall have the authority to alter this  
33 Agreement in whole or in part.  
34 **5.6** Personnel Files: All documents, communications and records dealing with the  
35 processing of a grievance shall be filed separately from the personnel file of the  
36 participants.  
37 **5.7** Exclusion of certain matters: Matters for which another method of review is  
38 required by law and/or exempted by the terms of this Agreement shall be  
39 excluded from this grievance procedure.  
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2 **ARTICLE VI. NEGOTIATIONS PROCEDURES**

3 **A. OBJECTIVES**

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

8 **B. REPRESENTATION**

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

16 **C. SUBJECTS OF NEGOTIATIONS**

17 The negotiations teams shall consider subjects for negotiations pursuant to [RCW](#)  
18 [41.59](#).

19 **D. DIRECTING REQUESTS**

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

25 **E. EXCHANGE OF INFORMATION**

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

29 **F. AGREEMENT**

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

35 **G. SCHOOL CALENDAR**

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

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## ARTICLE VII. DURATION

This Agreement between the Board and Association shall be in full force and effect from September 1, 2006 to August 31, 2009 with no re-openers except that provided in Article VI, G School Calendar and in the 2006-07 school year; Article III, Section 6.

Between

Anacortes Education Association

And

Anacortes School District

The Association and the District agree to jointly establish common understandings during the 2006-07 school year regarding Article III, Section 6.

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For the Association Date

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**Memorandum of Agreement**

**Between**

**Anacortes Education Association**

**And**

**Anacortes School District**

The Anacortes Education Association and the Anacortes School District agree to the following amendment to Section 7, Contract Work Day, Length of Work Day:

We agree to a trial period of one year in which employees shall begin their work day with a block of at least twenty (20) minutes before the student's school day begins and shall continue for a block of at least twenty (20) minutes after the student's day ends. The total amount of minutes for these blocks of time shall be no less than fifty (50) minutes per work day. 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.

The 50 minutes per week accumulated by reducing the total daily blocked minutes from sixty (60) to fifty (50) may be added to one of these blocks each week before or after the student's day to create an extended block of Professional Learning Time that shall be no less than eighty (80) minutes long.

1. This reconfiguration of the length of the work day:
2. Must not lengthen the contract day
3. Must include at least one P.L.T. block per month designated to individual teachers for preparation enhancement of their instructional program.
4. Will include an additional P.L.T. block which will be teacher directed during the month when grades are due.
5. Will insure that no seat time will be lost to students as a result of the change.

Will not replace current allocated planning time  
Each week, no more than two of these blocks may be used for scheduled administrative meetings. The remaining blocks of time will be designated for scheduled parent meetings. If no meetings are scheduled, these blocks of time are intended to be teacher directed.

At the conclusion of the 2008-2009 school year, the Association and the District will reassess this approach. Unless both sides agree to continue, the collaborative day will be cancelled, the beginning and end of the school day will revert to their original times, and it may be put forth, by either party, as an item of negotiation during our scheduled contract negotiations.

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**Memorandum of Agreement**

**Between**

**Anacortes Education Association**

**And**

**Anacortes School District**

The Anacortes Education Association and the Anacortes School District agree to the following :

.This agreement in no way alters, or abrogates, the existing contract language with regard to the right of every member, at the Secondary Level, to a 45 minute plan period, every day.

This agreement is made contingent upon the continued application of 1.5 plan periods. If that extra plan is no longer available, this agreement is null and void

To accommodate a modified schedule, there may be some members who will voluntarily agree to have their plan time reconfigured. For example, if we assume that periods 1,2,3,4 occur on Tuesday and periods 5,6 and 7 occur on Wednesday, it is possible that a member would have an extended plan period during their 1<sup>st</sup> period plan on Tuesday and no plan on Wednesday

The extra .5 plan can be applied in one of several ways. 1.) A full 2<sup>nd</sup> plan period 1<sup>st</sup> semester. 2.) A full 2<sup>nd</sup> plan period 2<sup>nd</sup> semester. 3.) At the discretion of the principal, a full plan both semesters when extra duties are required (ie some Department Chairs with large number of members). 4. Those members who assert their contractual rights to a 45 minute plan period will be able to share an assignment for the full year that will assure a 45 minute plan period each day.

Members will have the opportunity to express a preference for which way their .5 additional plan period will be applied before students register for classes for the following year. The principal will be the final arbiter in this matter. If the number of teachers who assert their right to a 45 minute plan is too large to accommodate in the scheduling process, the principal may decide to revert to a straight 7 period day, with no modification. This move to a straight 7 period day will not change the 1.5 plan period aspect of the 7-period day.

1 **Appendix A**  
2 **Certificated Salary Schedule 2006-07**

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

6 Form 1- Employee Performance Evaluation: Additional Comment Sheet

7 **Anacortes School District 103**

8 **Employee Performance Evaluation: Additional Comment Sheet**

9 Name of Employee:

10 Assignment:

11 Department or School: Evaluation Period:

12 Additional Comments:

13 \_\_\_\_\_  
14 \_\_\_\_\_ Signature Title Date

15 Employee's signature below indicated receipt of this evaluation report.

16 Employee's signature does not, however, imply agreement with it's contents.

17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 Signature of Employee Date

20  
21



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

2 Form 2- Classroom Support Personnel Evaluation

3 **Classroom Support Personnel Evaluation**

4 Name of Employee: Evaluation Type: 90 day

5 Position: Annual

6 School: Other

7 3 Satisfactory

8 2 Needs Improvement

9 1 Unsatisfactory

10 1

11 2

12 3

13 Knowledge and Scholarship in Special Field

14 Specialized Skills

15 Management of Special/Technical Environment

16 Support Person as "Professional"

17 Involvement in Assisting Pupils, Parents and Educational Personnel

18 **Evaluators Summary Statement**

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

23 I find this Employee's performance to be: \_\_\_\_ Satisfactory

24 \_\_\_\_ Unsatisfactory

25 \_\_\_\_ Needs Improvement

26 Signature of

27 Evaluator \_\_\_\_\_ Date \_\_\_\_\_

28 Employee's signature below indicates receipt of this evaluation report.

29 Employee's signature does not, however, imply agreement with the content of this  
30 evaluation report.

31 Signature of

32 Employee \_\_\_\_\_ Date \_\_\_\_\_

33 \_\_\_\_\_

34 \_\_\_\_\_

35 \_\_\_\_\_

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

2 Form 3- Classroom Teacher Performance Evaluation

3 **Classroom Teacher Performance Evaluation**

4 Name of Employee:

5 Assignment:

6 Department or School: Evaluation Period:

7 3 Satisfactory

8 2 Needs Improvement

9 1 Unsatisfactory

10 Instructional Skills

11 **1**

12 **2**

13 **3**

14 Planning

15 Subject Matter Instruction

16 Evaluation of Student Progress

17 Interest in Teaching Pupils

18 Knowledge of Subject Matter

19 Classroom Management

20 Handling Student Discipline

21 Professional Preparation and Scholarship

22 Effort toward Improvement When Needed

23 **Evaluators Summary Statement**

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

27 I find this Employee's performance to be: \_\_\_\_ Satisfactory

28 \_\_\_\_ Unsatisfactory

29 \_\_\_\_ Needs Improvement

30 Signature of

31 Evaluator \_\_\_\_\_ Date \_\_\_\_\_

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

34 Signature of

35 Employee \_\_\_\_\_ Date \_\_\_\_\_

36 \_\_\_\_\_

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**Appendix B- Evaluation and Observation Forms**

Form 4- Observation Notes  
**ANACORTES SCHOOL DISTRICT #103**  
**OBSERVATION NOTES**  
Observer Teacher  
Date Period  
Class Observed

**Appendix B- Evaluation and Observation Forms**

Form 5 – Post Observation Conference  
**Post Observation Conference**  
Observer: Teacher: Date of Conference:  
Did the teacher accomplish what he/she had planned?  
What would you do differently, if anything?  
Impressions of observer:  
Gradebook: Up to date? Organized?  
Attendance: Teacher takes? Problems noted? Problems fixed?  
Classroom Management: Good variety of activities? Pacing? Involvement of all students?  
Curriculum Planning/EALRs:  
Keeping students in class and on-task until the bell:  
Evidence of lesson planning? Lesson Plan books, etc.  
Other?

**Appendix B- Evaluation and Observation Forms**

Form 6- Pre Observation Conference  
**Pre Observation Conference**  
Observer: Teacher: Class to be observed:  
Period: Date: Time:  
What will be taught?  
How does this lesson fit into a unit plan, and into the course generally?  
What methods will be used to teach this material? What classroom management techniques are used to keep all students on task, all of the time? How does this lesson connect with the District approved subject area curriculum with related benchmarks, EALRs and Washington State Learning Goals?  
What does the teacher want the observer to look toward improvement?

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

2 Form 7- Professional Growth Option Plan

3 **Professional Growth Option Plan**

4 Name: School year:

5 1. Professional goals (one to five goals recommended) which are to be the focus  
6 of my Professional Growth Plan activities and discussions

7 2. What is the plan of action for achieving my goals?

8 3. How can my supervisor help me to achieve my goals?

9 4. Who will be involved in working with me to achieve my goals?

10 5. How will I measure my success in achieving my goals?

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

15 Supervisor: \_\_\_\_\_ Teacher: \_\_\_\_\_

16 \_\_\_\_\_

17 Date: \_\_\_\_\_

18 Summary of progress toward goal attainment:

19 Supervisor: \_\_\_\_\_ Teacher: \_\_\_\_\_

20 \_\_\_\_\_

21 Date: \_\_\_\_\_

22 \_\_\_\_\_

23  
24 **Appendix B- Evaluation and Observation Forms**

25 Form 8- Short Form Classroom Support Personnel

26 **Short Form Classroom Support Personnel**

27 Employee Name

28 School Assignment

29 FTE level

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

31 Summary:

32 Criteria- Classroom Support Personnel

33 Addressed criteria

34 Knowledge and Scholarship in Special Field

35 Specialized Skills

36 Management of Special/Technical Environment

37 Support Person as “Professional”

38 Involvement in Assisting Pupils, Parents and Educational Personnel

39 This verifies participation in the Professional Growth Option

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

42 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

43 \_\_\_\_\_

44 Employee: \_\_\_\_\_ Date: \_\_\_\_\_

45 \_\_\_\_\_

46 \_\_\_\_\_

47

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

2 Form 9 – Short Form Classroom Teacher

3 **Short Form Classroom Teacher**

4 Employee Name

5 School Assignment

6 Teaching Assignment

7 FTE level

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

9 Summary:

10 Criteria: Classroom Teacher

11 Addressed Criteria

12 Instructional Skills

13 Interest in Teaching Pupils

14 Knowledge of Subject Matter

15 Classroom Management

16 Student Discipline

17 Professional Preparation and Scholarship

18 Effort toward Improvement

19 This verifies participation in the Professional Growth Option

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

22 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

23 \_\_\_\_\_

24 Employee: \_\_\_\_\_ Date: \_\_\_\_\_

25 \_\_\_\_\_

26

27

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

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

4 **Classroom Teacher and/or Support Person Personnel**  
5 **Performance Observation Form**

6 Name of Employee:

7 Assignment:

8 School:

9 Observation Date:

10 Time begun:

11 Time ended:

12 Date of Conferences:

13 Pre-observation (if any):

14 Post observation:

15 Observations:

16 Conclusions Drawn:

17 Signature of

18 Evaluator \_\_\_\_\_ Date \_\_\_\_\_

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

21 Signature of

22 Employee \_\_\_\_\_ Date \_\_\_\_\_

23  
24  
25 **Appendix B- Evaluation and Observation Forms**

26 Form 11- Classroom Support Personnel Evaluation

27 Anacortes School District

28 CLASSROOM SUPPORT PERSONNEL EVALUATION

29 Name of Employee Position School

30 **Evaluation Period to**

31 **3 Satisfactory**

32 **2 Needs Improvement**

33 1 Unsatisfactory

34 1 2 3

35 Knowledge and Scholarship in Special Field:

36 Specialized Skills

37 Management of Special/Technical Environment

38 Support Person as “Professional”

39 **Involvement in Assisting Pupils, Parents.....**

40 and Educational Personnel

41 EVALUATOR’S SUMMARY STATEMENT---

42 The evaluator will make a summary statement regarding each employee’s overall  
43 performance. Comments relating directly to evaluative criteria and/or observation

44 records are required for all Unsatisfactory (1) marks and for all Needs

45 Improvement (2) marks.

1 **Appendix C -**  
2 **Anacortes School District**  
3 **2006-2007**  
4 **SUPPLEMENTAL HOURS STIPEND VERIFICATION**

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

11 **Supplemental Hours Stipend**

12 I certify that I completed hours and duties in accordance with my supplemental  
13 contract for the Supplemental Hours Stipend. These duties include, but are not  
14 limited to:

- 15 • Opening and closing of school
- 16 • Extended staff meetings
- 17 • Student progress reports
- 18 • Open house
- 19 • Orderly check-in and check-out procedures
- 20 • Staff development and inservice workshops
- 21 • Site-based management
- 22 • Activities that directly support the state’s educational reform efforts, EALRS,
- 23 and district strategic planning goals
- 24 • Other related activities under the supervision of the building principal/program  
25 director

26 \_\_\_\_\_  
27 *Employee Signature Date Supervisor/Principal Signature Date*  
28