

Collective Bargaining Agreement Between

La Conner School District #311
And
La Conner Education Association

September 1, 2014 – August 31, 2019

CBA Version: September 19, 2018

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PREAMBLE

This contract is made and entered into this 1st day of September, 2014, by and between the La Conner School District Number 311, and the La Conner Education Association, pursuant to RCW Chapter 41.59.

WITNESSETH

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Contract,

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1 - Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees of the District who are required as a condition of employment to be certified, whether under contract or on leave, except:

Superintendent

Principals

Any other employees excluded by definition in the Act (RCW 41.59) or rulings by the Commission.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement unless otherwise authorized or required by Law.

SUBSTITUTES:

The Board and the Association agree that substitutes will not be considered a part of the bargaining unit unless the Commission rules that they are required to be included, in which case the parties will bargain as to which terms of this Agreement will apply to them, and as to any other wages, hours, terms and conditions of employment which may pertain peculiarly to substitutes.

Section 2 - Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

1. The term "Agreement" shall mean this Contract.
2. The term "Association" shall mean the La Conner Education Association.
3. The term "Board" shall mean the Board of Directors of the La Conner School District No. 311, or its authorized designee.
4. The term "District" shall mean the La Conner School District No. 311.
5. The term "WEA" shall mean the Washington Education Association.
6. The term "NEA" shall mean the National Education Association.
7. The term "teacher", "certificated personnel", "certificated employee", "educational employee", or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I - Section 1.
8. The terms "days" shall mean working days during the school year and weekdays during the summers, unless otherwise specifically defined in this Agreement.
9. The term "Act" shall mean the Educational Employment Relations Act RCW Chapter 41.59.
10. Unless the context in which they are used clearly requires otherwise, words used in this Contract denoting gender shall include both the masculine and feminine; and words denoting number include both the singular and plural.
11. The term "credits" shall mean college credits computed on a college quarter hour basis.
12. The term "basic daily rate of pay" or "per diem" shall mean a particular teachers' base contract rate divided by the number of contracted student contact days, plus any Learning Improvement Days (LID) funded by the state. Should the Legislature decide to increase or reduce the number of Learning Improvement Days, the length of the contract for all certificated employees will be adjusted to incorporate the applicable number of Learning Improvement Days.
13. Hourly rate shall be the daily rate divided by 7 hours.

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 - Status of the Contract

A. Mutual Consent and Ratification

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

B. Relationship to Existing Policy

This Contract shall supersede any rules, regulations, policies, resolutions, or practices of the District which are contrary to or inconsistent with its terms to the extent of such inconsistency. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Contract are not automatically terminated by it.

Section 2 - Compliance of Agreement

All individual teacher contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement during its durations, shall be controlling.

Section 3 - Conformity to Law

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

Section 4 - Distribution of Contract

Within a reasonable time (not to exceed sixty [60] days) following the ratification and signing of this Agreement by the parties, the District shall make copies of this agreement available on the district computer network. Ten (10) additional hard copies shall be provided to the Association. All certificated individuals

making employment application to the District shall be provided a copy of the Agreement, for their examination only, if they so request.

Section 5 - Duration of Contract

This contract shall remain in full force and effect from September 1, 2014, to and including August 31, 2019. Prior to May 31 of each year the District and the LEA shall commence negotiations on state-supported salary and benefit issues; at these negotiating sessions the District and the LEA will each be allowed to bring up proposals regarding salary and benefits and two (2) additional issues. Quarterly Contract Review meetings between the two parties will be held in August, November, February, and May of each year.

Section 6 - Reopener Clause

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

Section 7 - Contracting Out

The District will not subcontract out work customarily performed by the District employees in such a manner as to eliminate positions held by employees currently, if such positions cannot be staffed by employees, a regular union position will be posted. If no qualified applicant is found, the district may contract out the services for one year.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

Section 1 - Association Rights

A. The Association and its representatives shall have the right to use rooms and areas, in District buildings normally used by students or the public, for meetings and to transact Association business, at reasonable times, when such rooms and areas are not otherwise in use, including the right to use District facilities and equipment in such areas when such equipment is not otherwise in use, provided the Association shall

reimburse the District for any damage to such rooms, facilities or equipment arising from such use, and further provided the Association is not promoting, authorizing, or taking part in any work stoppage or slow down or contract withholding activity. If the District incurs extra cost for custodial service because of such use, the Association shall reimburse the District therefore.

The Association and its representatives shall have access to all buildings and to all employees within the bargaining unit, so long as such access does not interfere with the employees' assigned duties, or violate such employees' right of privacy, subject to the same limitations as above set forth.

B. When required by the District or mutually scheduled by the District and the Association, Association representatives who must participate during the workday in negotiations, grievance proceedings, or meetings with representatives of the District, shall suffer no loss of pay.

C. Upon request of the Association, the District shall supply a updated list of employees, rate of pay, assignments, and days worked.

D. Upon request of the District, the Association shall supply a list of its membership, including the elected positions held.

Section 2 - Rights of the Board

The Board acting in behalf of the electorate of the School District retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the Laws and the Constitution of the State of Washington and the United States.

The Association recognizes that the Board is legally responsible for the operation of the School District and that the Board has the necessary authority to discharge all of its responsibilities subject to the Laws mentioned above and to the provisions of this agreement.

It is expressly agreed that all rights except those which are clearly relinquished herein by the District are reserved to and shall continue to vest in the District.

Section 3 - Employee Rights

A. Individual Rights

INDIVIDUAL RIGHTS: There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of

such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

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

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

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

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

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

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

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

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

B. Organization Rights

Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representative of their own choosing, and shall also have the right to refrain from any or all of such activities except to the extent required herein as to representation fee payments.

Section 4 - Just Cause

Employees reserve the right to have a representative of the Association and/or counsel present when being officially reprimanded, warned, disciplined or adversely affected for any reason. When a request for such representation is made, in the absence of compelling emergency no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representative of the Association and/or counsel present. All information forming the basis for any reprimand, warning, discipline or adverse effect shall be made available to the employee and the Association. All charges shall be in writing.

No employee shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without cause. An employee has the right to face his accuser(s) and to cross-examine witnesses. In any such reprimand, discipline or reduction in rank, professional advantage, the employee shall have the right to have his case decided in accordance with the grievance procedure set forth herein, or if applicable, rights guaranteed by statute. Nothing in the above subsection should be considered to hinder the daily interaction between the Administration and the certificated staff.

Section 5 - Academic Freedom

Academic freedom shall be guaranteed to all employees, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility, established curriculum guides, Board policies, statutes, and the uniqueness of the community.

Professional responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class without the knowledge of the employee that the device is activated. When data gathered is to be utilized for improving the performance of an employee, or for disciplinary purposes, it shall be so utilized only as necessary to corroborate other data and not as the primary method of or as a substitute for the evaluation procedures. In the instance stipulated herein, the employee shall be notified of such by the district. Nothing contained herein is an acknowledgment by the Association that data so gathered is pertinent, relevant to or admissible as evidence in any hearing or quasi-judicial proceeding relative to employee non-renewal, discharge or discipline.

Section 6 - Personnel Files

Employees, or former employees, shall upon request have the right to inspect all contents of their complete personnel files kept within the District, as well as employment references leaving the District.

Upon request, a copy of any documents contained therein shall be afforded the employee at District expense.

The District shall maintain no more than two personnel files for certificated personnel. These shall be identified as follows:

- A. Performance File: containing evaluation reports, appropriate correspondence, signed inventory sheets. The Performance File shall remain in the office of the supervisor. Upon separation, the performance file shall be transferred in its entirety to the business office to be retained according to state retention requirements.
- B. A Business File: containing immunization records immunization records , teaching certificate, academic records, salary and benefit records, contracts, attendance records and appropriate correspondence.

Procedures for removal of items from a Performance File shall be as follows:

- A. Memos or other correspondence, which reprimand, warn or discipline, shall be removed from the file at the completion of each school year, provided the general evaluation of the certificated employee was satisfactory.
- B. Items, which adversely affect a teacher, shall be removed from the file three (3) years from the date of receipt or composition, provided that the conduct or conditions outlined in the item have not recurred or are not considered as necessary for retention for the legal protection of the School District. In any appeal for the removal of a document from the file, the School Board shall rely upon the advice of the State Superintendent of Public Instruction and Attorney General for legal advice.
- C. Material relative to an individual employee which may exist in the General District Files, but not in the individual employee personnel file shall not, without the permission of the employee, be made available to other school districts, employers or prospective employees or other individuals not connected with the District.

The official annual evaluation report shall remain in the Performance File for three (3) consecutive years and shall then be transferred to permanent record storage.

Any individual and/or association representative may be present at this inspection at the employee's request.

Any material not made known to an employee within twenty (20) days of its receipt or composition by the Building Principal, School Board member, or Superintendent, shall not be used as primary evidence in any disciplinary action against an employee, unless the matter is still reasonably under investigation.

No evaluation, correspondence, or other material making reference to an employee's or former employee's competence, character, or manner, shall be kept or placed in the personnel file, without the employee's knowledge and exclusive right to attach his own written comments.

Statements found after investigation to be unsupported or non-substantiated shall not be included in any file.

Upon request by the employee, the Superintendent, or his official designee, shall sign an inventory sheet to certify content of the personnel file at the time of inspection by said employee. (See Appendix G).

Section 7 - Evaluation Procedure

*See Appendix D for new Evaluation Language

Section 8 - Federal, State and/or Private Funding

The Association shall have the right to consult with the Administration and render its professional judgment, prior to application of any proposals being submitted by the District to Federal, State, or private sources for funds that affect the District educational program and/or this Contract, but nothing herein shall be construed to require bargaining or negotiation on such matters.

Section 9 - Extra Activities

All extra school activities must be planned with the approval of the Administration.

Section 10 - Absence Procedure

- A. The assignment of all substitute teachers will be made through the Principal's office and/or according to business office procedures (for example, Substitute Online).
- B. The teacher must notify the Principal in all cases of illness, or any reason, which makes said teacher unable to carry out his or her prescribed duties for that day, or days.
- C. The Principals should be notified in the evening of the day preceding the day of absence. If unknown at that time, he/she should be notified by 7:30 a.m. on the day of the absence.
- D. Substitutes will be hired to replace absent teachers as soon as reasonably possible, which is defined as the first full day of the absence, or major portion thereof. Exceptions may be:
 - 1. No qualified substitute is immediately available.
 - 2. Students can be re-assigned with the consent of the teachers involved.
 - 3. Absent teacher has no direct supervision of students.
 - 4. (a) Teachers may be involuntarily re-assigned with 24-hour notice. b) Teachers who are re-assigned involuntarily and lose a preparation period that is not made up as a consequence of the re-assignment, shall

be compensated at the per diem rate for the time lost. Each teacher will maintain a record of the loss of time, signed by the Principal, and turn it into the Business Office for reimbursement.

E. The Building Principal shall be responsible for coverage of absent teachers' classes. The teacher who is scheduled to be absent shall check with the Principal to confirm that his/her classes are covered. Items D and E apply to teachers absent on scheduled field trips, as well.

Section 11 - Leaves

A. Illness, Injury, and Emergency Leave

At the beginning of each school year, each employee covered by this Agreement shall be credited with an advanced sick leave allowance of twelve (12) days. In the event of illness or injury, the appropriate deduction will be made. Sick leave used may, at the employee's option, be deducted from either current, annual, or previously accumulated Sick Leave.

A grant of sick leave in excess of three (3) consecutive days must be verified by a doctor's certificate or by personal verification of the Superintendent.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation of four (4) accumulated sick leave days. At the employees' option, they can cash-out their unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from School District employment due to *retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System (WSTRS).

After an employee has used all of his/her illness, injury or emergency leave, deductions will be made on the basis of a full fractional part of the contractual salary.

Leave Sharing:

La Conner School District will establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or

household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition.

Such a program is intended to extend leave benefits to a staff member who has exhausted all other forms of leave and would otherwise have to take leave without pay or terminate his/her employment with the district. Following are the governing rules:

An employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the staff member to:
 - a. Go on leave without pay status; or
 - b. terminate his or her employment;
2. The staff member's absence and the use of shared leave are justified;
3. The staff member has depleted, or will shortly deplete sick leave;
4. The staff member has abided by district rules regarding sick leave use;
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits; and,
6. A document is provided by the attending physician which substantiates the problem and provides estimates of its duration.

District employees may donate leave as follows:

Sick leave can only be donated by employees who do not accrue annual leave. A staff member who has an accrued sick leave balance of more than sixty (60) days may request in writing (using the form Approval to Transfer Leave, Appendix E-2) that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. (See form Request for Leave Sharing, Appendix E-1). A staff member may not request to transfer more than six (6) days of sick leave during any twelve (12) month period, nor request a transfer that would result in an accrued sick leave balance of fewer than sixty (60) days. Sick leave as defined in RCW 28A.58.099 (28A.400.300) means leaves for illness, injury and emergencies.

Other applicable rules are:

1. All decision to donate leave shall remain confidential, and no employee shall be personally approached to ask if he or she desires to donate leave.
2. The superintendent or designee shall compute the amount of leave, if any, which a staff member shall not receive more leave than the number of contracted days remaining in the current contract year. In the event that the condition requiring the employee's absence continues beyond the current fiscal year, the employee shall not receive a total of more than 261 days of leave.
3. The number of leave days transferred shall not exceed the amount authorized in writing by the donating staff member.
4. The value of leave transferred is based upon the current salary rate of the person receiving the leave. The receiving staff member will continue to be paid his or her regular rate while on shared leave. Therefore, one day of donated leave may cover more than or less than one day of the recipient's salary.

5. The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave. Due to administrative complexity, it is very difficult to return leave on a pro rata basis to all who donate; thus, leave will be returned on a “last in - first returned” basis.

Legal References: RCW 28.A.58.0991
(RCW 28.A.400.380)
41.04.650-665

B. Bereavement Leave

Up to five (5) days shall be granted with full pay for Bereavement Leave. This Leave is for death of a spouse/partner, child, parent, closest relative/guardian. Extensions of this time or its application to individual circumstances may be granted by the Superintendent.

C. Community Funeral Leave

Whenever possible, staff members will be allowed to attend community funerals without loss of compensation.

D. Parental Leave

1. Maternity Leave

An employee shall be entitled to Maternity Leave at such time as the individual and the attending physician stipulate in writing that because of the individual’s physical condition it is unsafe for her to perform the job responsibilities, the said employee shall be entitled to continue said Leave until the attending physician stipulates in writing that the individual is reasonably capable of assuming the job responsibilities. The employee shall notify the District of the expected date of Leave and the date of expected return as soon as reasonably possible. During the period of Leave, the employee shall be compensated in the same manner as any other employee consistent with the policy on sick leave.

2. Paternity Leave

An employee shall be able to use up to two weeks of accrued sick leave for the purposes of parenting a newborn or newly adopted child. Leave sharing provisions may apply (Please see leave sharing for more information).

3. Family Leave

Provisions for up to twelve (12) weeks of unpaid leave apply under the Federal Family Leave Act.

Extension to the provisions contained herein shall be applicable to Article III, Section H, Other

Leaves.

4. **Child Care Leave** See Family and Medical Leave Act of 1993 - Appendix H

E. Personal Leave

Up to three (3) days per year shall be granted to employees for Personal Leave. Personal days will not roll over to the following school year. Up to two (2) Personal days not used within the school year will be automatically bought back at the rate of \$250 each to be paid in the July paycheck at the end of the school year. Personal leave will not be granted during the last full week of school, unless prior arrangements have been made, for payroll purposes and calculation of buyback. Employees will not be required to state any reason for the leave other than the term "personal." It is understood that only actual sick leave is transferable to other districts.

Personal days may be used only on days in which students are in session. No more than two employees in the elementary, one employee in the middle school and two employees in the high school shall be allowed Personal leave on any one day. Personal days will be granted on a first come, first serve basis for the date and time they are turned into the building principal. Personal Leave must be arranged with the superintendent or designee at least 24 hours in advance. (Please see Personal Leave Request Form, Appendix E).

In addition to the three (3) personal leave days, one work release day will be granted yearly to address teacher workload. This day can be used for grading, classroom preparation, lesson planning, etc. Administration cannot request documentation for any work completed on this day off. This day can be used at the teacher's discretion. This day can be taken in one full day or two half days.

F. Leaves of Absence

Any certificated employee not on probation after three (3) years of satisfactory employment with the District may request a Leave of Absence without remuneration for a period of up to one school year for the purpose of doing graduate work or in the event of some similar educational opportunity. The District shall, upon receipt of such application(s), grant a Leave of Absence to up to two (2) staff members per year, provided there is in the sole judgment of the Superintendent a suitable replacement available under the provisions of RCW 28A.67.900 for the period of the proposed absence. The returning employee shall be guaranteed a certificated position within the District. Upon leave approval a letter of agreement will be signed by the employee, the school board, the superintendent, and LEA president stating terms and conditions of leave.

G. Association Leave

The Association shall be entitled to up to twenty-five (25) days leave for representation and or participation of members of the Association at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms and conditions of employment of education employees, organizational governance and/or committee meetings. The Association shall reimburse the District for the cost of the substitute replacement, if said replacement is actually employed.

Those eligible for such leave are: the Association President, Vice-President, Secretary, Treasurer, Grievance Representative, Salary Chairperson, Building Representative, Negotiations Representative, and duly authorized delegates of L.E.A.

Whenever possible, notification of the leave shall be submitted to the Superintendent at least two (2) days before the leave is to take effect.

The Association shall hold the District harmless and defend it from loss if litigation is initiated contending that the partial compensation herein granted constitutes an unfair labor practice of a gift of public funds; PROVIDED, however, that the District shall not be the initiator or willing participant in said claim.

H. Professional Leave

Professional Leave may be granted without pay, but with job security, for up to one year to those employees who have served the District a minimum of seven (7) satisfactory years. Determination for granting said Leave shall be based upon:

1. Financial condition of the District considering other District needs.
2. Availability of a suitable replacement.
3. A proposed program of study appropriate for the District's education needs.
4. A prospectus submitted by the applicant demonstrating to the Board's reasonable satisfaction that a tangible favorable impact on the educational program offered by the District will result from the additional training received by the applicant.

I. Sabbatical Leave

A certificated employee, who has served the District a minimum of seven (7) years, shall be eligible to apply for a Sabbatical Leave. A Leave may be granted for one quarter, one semester, or one year. An employee, who has had a full year of Sabbatical, shall become eligible to apply for another Sabbatical having completed an additional seven (7) years of service.

Applications shall be submitted in writing to the School Board prior to April 15, of the year preceding the proposed Sabbatical Leave.

The School Board will judge all requests upon a criteria which is based upon the potential benefit to the School District and which shall include:

1. The commitment of the employee to qualify himself/herself for a specialized certificate (counseling, administration, supervision, etc.), which may be applicable within the District.

2. The employee's commitment to attain more specialized skills and/or knowledge in his/her field which could not be gained working in the District.
3. The employee wishes to partake in humanitarian service with teaching benefits (i. e. Peace Corps, etc.).
4. The employee must have several years of service available to provide in the District.
5. The employee must agree to return to the District upon conclusion of the Sabbatical.

Implementation of the Sabbatical Leave policy in any year will depend upon the district's personnel requirements, financial condition and quality of the application. If appropriate, the Board reserves the right to appoint a Committee to judge the merits of the applications. The final decision shall be the School Board's.

An employee on Sabbatical Leave shall receive one-half (1/2) the salary and will receive all other benefits normally received while on active duty. Should the employee elect to take less than the above amount, he/she shall notify the District as soon as possible.

An employee returning from Sabbatical Leave shall be given that employee's last assignment or an assignment consistent with the Sabbatical Agreement made between the applicant and the employer at the time the Sabbatical is granted.

If an employee fails to comply with the provisions of the Sabbatical Agreement, or to return to the District upon conclusion of the Sabbatical, all salary paid during the Leave shall become due and payable to the District. If an employee should die, retire, or become permanently disabled while on Sabbatical Leave, no repayment of salary shall be required.

J. Other Leaves

Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leave on terms more favorable to the employee than herein set forth.

Section 12 - Staff Protection

The Board agrees to provide insurance to hold teachers harmless and defend them from loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent failure to act by such teacher, within or without the school building, provided that such teacher, at the time of the act or omission complained of, was acting within the scope of employment or under the direction of the Board.

Any assault upon a teacher shall be promptly reported to the Board or its designated representative. The board will render all assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

The Board shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when such action is deemed necessary by such employees. Such insurance protection shall include liability insurance covering injury to persons and property, and insurance protecting employees from loss or damage of their personal property incurred while so engaged.

Employees shall be designated as insured parties in policies of insurance provided herein.

Section 13 - Assignments, Transfers, Vacancies

ASSIGNMENTS

1. An "assignment" shall mean the placement of an employee to a category(ies) within the bargaining unit as defined in Article V, Section 13.2 and 13.3. A "current assignment" shall be the assignment to a class, classes, subject areas to be taught or specialty (Librarian, Counselor, etc.) for the current school year.
2. Current assignments are subject at any given time to change due to unanticipated changes in enrollment, staffing patterns, course offering or teacher qualifications. Except in the case of emergencies, a change in current assignment shall be preceded by a thirty (30) day notification to the teacher and to the Association. All changes in current assignment during a school year shall require Board action.
3. All newly appointed employees shall be assigned to a category, or categories, and be appointed to a current assignment at the time of employment, or as soon as practicable thereafter.
4. All employees shall be notified of their following year's assignments no later than June 1.
5. If a change in assignment occurs at any time, the following provisions apply:

NEW ASSIGNMENT/CURRICULUM RESPONSIBILITIES – DISTRICT LEVEL

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

- 1) K-5: any grade level change in assignment
- 2) 6-12: a new content area (if no training or experience within previous 7 years)
- 3) District adoption, or significant change in curriculum, i.e., major philosophical shift or significant changes in type of instructional materials or methods required

Teachers who assume new or different responsibilities as described above will be provided at least one of the following options within twelve (12) months of the qualifying new or different responsibilities. In cases

where the change is a partial change, the supplemental contract days or the release days shall be in proportion to the amount of change. The teacher shall complete the planning assignment under the supervision of the building principal. The chosen option will be mutually agreed upon by the teacher and the principal.

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

TRANSFERS

1. A “transfer” shall mean a change from an employee’s current assignment to a different assignment.
2. A “vacancy” shall mean any unassigned position, existing or newly created, that is declared a vacancy by the District.
3. To assure that employees are considered for all vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
 - (a) All vacancies and new positions shall be publicized to the staff through normal staff communications. Said posting shall be made at least ten(10) days in advance of the date of the filling of any such opening except in the case of emergency. The posting shall describe the position with reasonable particularity.
 - (b) All vacancies or new positions shall be filled on the basis of qualifications for the position as described in the job posting, as determined by the Superintendent and the Board.

- (c) Within three (3) days, a transfer request may be submitted in writing. For best consideration, letters should include detailed information regarding the qualifications of the individual as it relates to the job description.
- (d) Prior to the screening of outside applicants, first consideration will be given to internal candidates, in the form of a scheduled meeting with the individual to discuss the individual's qualifications for the position.
- (e) The district will notify the interested staff member of their decision regarding their transfer request: .
 - (i) If the transfer request is granted, no further screening will be required.
 - (ii) if the transfer request is not granted, the position will be opened to outside candidates. At this time, if a staff member previously denied their transfer request wishes to continue with the hiring process they will be required to follow the district's hiring procedure which may require a full application and an interview.

INVOLUNTARY TRANSFERS

1. If the District determines that a vacancy exists, the following procedures shall be used:
 - (a) The District will first determine what necessitates the involuntary transfer and identify the building or buildings from which an employee must be transferred to the vacant position.
 - (b) The District will first seek volunteers from the grade area, department or category involved within the building or buildings identified in (a) above.
 - (c) If no volunteer(s) are found, then the District may exercise its C-5 contractual right to assign or re-assign employees in accordance with the needs of the District.
 - (d) Any employee so assigned shall have the right to request a re-assignment to his former position when it becomes vacant.

Section 14 - Requisitions for Instruction Materials

Teachers shall be notified of the status of all requisitions submitted for instructional materials and/or supplies within ten (10) days after submission.

Teachers shall be reasonably responsible for all instructional materials and equipment charged to them in the course of their assignment and shall promptly report damage or loss thereof to the Principal.

Section 15 - Supervisor Designee

The district shall designate a person or persons to whom employees may refer matters requiring immediate management action or decision, in the absence from the school grounds of the Building Principal or the Superintendent.

Members of the bargaining unit who are designated as “Head Teacher” in the absence of the regular Principal shall be compensated by additional pay at the rate of \$6.00 per hour for the authorized time spent as Head Teacher. Specific responsibilities and limits of authority shall be outlined by the Principal to the person so designated as Head Teacher.

Section 16 - Budget Requests

Each year the building principal will communicate the building budget allocations, ordering guidelines and timeline for expenditures.

Elementary classroom budgets should be expended by Spring Break of each year. Special considerations may be made by special request to the Business Manager.

ARTICLE IV - SALARIES, STIPENDS AND BENEFITS

Section 1 - Payroll and Other Deductions

A. Payroll Deductions

The District will provide for automatic payroll deductions for employees, acting individually or through their recognized employee association. Automatic payroll deduction authorization forms, signed by the employee within fifteen (15) days after the beginning of the employees’ contract period, will be implemented for the following Board approved programs:

1. Dental - Washington Dental Service (Plan II)
2. Medical - Blue Cross, Group Health
3. Salary – American Fidelity, AFLAC
4. Tax Sheltered Annuities to be determined by September 15

5. Dues- WEA, NEA, LEA, PULSE, UNISERV
6. Charitable contributions – La Conner Scholarship Foundation, United Way
7. Credit Union - School Employees Credit Union
8. Vision – Blue Cross

B. Salaries:

Association members will be placed on the state salary schedule. The parties acknowledge the necessity to comply fully with the salary and benefit increase limitations imposed by State Law (hereinafter the “Salary Limits”).

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

C. Insurance:

1. The District shall provide insurance premium provisions toward approved group insurance programs in accordance with the provision and options outlined herein. The full payment shall be granted to all full-time employees. All other employees shall receive insurance benefits on an FTE ratio relative to their employment status.

2. For the school year an insurance benefit pool shall be created by taking the total FTE number of employees in the bargaining unit on October 1st times the state allotment for medical coverage.

3. From this pool up to the state allotment for medical coverage per employee per month will be contributed to approved medical plans and other basic insurance programs. The following options shall apply:

(a) The District shall first pay the total premiums for a dental plan and a vision plan for the employee. The dental plan will be the Washington Dental Service, Plan II. The vision plan will be the Blue Cross Vision Care with Contacts, Plan D.

(b) Of the remaining amount per employee per month the employee may choose to have the balance applied to any offered and available medical health plan (c) If the state allotment for medical coverage per employee per month does not cover the total premium for the employee’s medical coverage, the employee may be eligible for additional District contributions to his/her medical premium cost in accordance with the following:

- 1) The total of all employee premiums, up to the state allotment for medical coverage per employee, shall be calculated based on individual insurance requests.

2) The difference between the available funds through the insurance benefit pool described above and the total cost of individual premiums shall be known as excess funds.

3) Distribution of excess funds shall begin with the October payroll of each year and shall be computed by taking the total excess fund dollars and dividing them equally by the number of FTE eligible each year. Excess funds distributed for each employee's medical insurance shall remain in effect each month for the balance of the school year, or as amended, to insure that the insurance benefit pool is not overrun. Employees who add dependents to their medical insurance after open enrollment must wait until the pool is recalculated the following year to receive any District contribution to the higher premium cost due to the addition of said dependents. Employees will inform the District in writing of changes in the number of insured.

4) Excess pool dollars shall be adjusted to insure compliance with state law.

5) The district will supplement the state insurance allowance by the full amount of the Health Care Authority Retiree Subsidy (HCA).

4. Approved insurance programs are those agreed to by the District and the Association. Employees shall be given notice of any additional approved insurance plans that may be added during the term of this Agreement.

5. If the state allotment for medical coverage per employee per month does not cover the premiums in full for those insurance plans selected by the employee under paragraph 3 above, the District shall deduct from the employee's monthly salary the amount necessary to pay the premium(s) due.

6. If any time during the term of this agreement state funding for insurance benefits increases, the insurance benefit pool described above will increase by the same amount as well as the monthly amount contributed and allowed for each employee as specified above. The parties recognize that this may also impact the amount of excess funds available for redistribution.

7. The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

To ensure employees selecting richer benefit plans pay at the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee who elects individual medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be determined annually. Such minimum monthly charge shall be paid regardless of the impact on pooling.

The parties acknowledge the necessity to comply fully with the insurance requirements imposed by State Law (Engrossed Substitute Senate Bill 5940). The parties further acknowledge the complexity of the compliance problems confronting them. Thus, it is not the intent of the parties to make any agreements which would preclude the District from complying the requirements of law. The District will inform the Association of changes in this section (Section 10. Insurance Benefits) required by law.

Section 2 - Representation Fees and Payroll Deductions

A. On or before August 25, of each school year, the Association shall give written notice to the Board of the dollar amount of individual dues and fee assessments of the Association which are to be deducted in the coming school year under payroll deduction, and which shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. Such deductions shall be remitted to the Association or its designee at the time and in the manner other payroll deductions are remitted.

The Association agrees to reimburse any teacher from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association designee actually received the excessive amount.

B. Membership deductions: Within ten days of commencement of employment, the Association shall supply the District with properly signed Association dues and fees deduction authorizations which shall set forth the amount of such deduction and shall contain the statement that such authorization shall continue in effect from year to year unless a request for revocation is submitted to the Board and the Association, signed by the teacher, prior to August 25, preceding the designated school year for which revocation is to take effect. Each month during the school year the Association agrees to provide the Board with the names of those teachers who have joined the Association and paid its dues and fees by means other than through payroll deduction.

C. Non-member Representation Fees: Except as hereinafter set forth as to any teacher who is not a member of the Association, the District shall deduct from such teacher's salary a representation fee in the same amount and manner as the standard Association member, dues and fees, and shall remit said fee in the same manner to the Association or its designee.

D. Right of Non-Association: If the teacher objects to the deductions of such representations fee, based upon a bona fide religious objection or a bona fide philosophical objection that one should not have to support in any way an organization to which one does not want to belong, he shall pay an amount of money equivalent to such representation fee to a bona fide non-religious charitable organization or other charitable organization. The designation of the organization to which such charitable deduction may be made shall be mutually agreed to by the association and the employee, or if they cannot agree, shall be established by the Public Employment Relations Commission. The employee shall furnish written proof that such contribution has been made. In absence of such proof, the District shall deduct such representation fee amount from the employee's pay and transmit said amount to that charitable organization designated by the Association.

All questions related to alleged bona fide objections shall be mutually resolved by the District and Association; or, if no determination can be made, shall be submitted to the Public Employment Relations Commission for a determination. The presumption shall be that the objection is bona fide.

E. If the Association requests the District to take action against a teacher arising out of failure to perform under this provision, or if challenges to this provision are brought against the District, the Association agrees to indemnify, save and hold harmless the District from all attorney's fees in connection therewith; provided, however, that the Association shall have the right to select the attorney(s) responsible for litigating on behalf of the District any challenge to this provision or action against a teacher in connection therewith.

Section 3 - Supplemental Contract

Teachers may be assigned to reasonable extra-curricular duties. In such event, a Supplemental Contract for District specified supplemental assignments shall be issued. Appointments to supplemental assignments are for not more than one (1) year and shall be in accordance with current statutory provisions. The District shall notify teachers in writing of appointments for the next year and shall issue Supplemental Contracts for the next year as early as possible and shall endeavor to do so prior to the close of the school year.

An employee may resign from such an assignment for the next school year by written notice prior to April 15 of the current school year. However, if a suitable replacement acceptable to the District cannot be found on the Staff to fill the position by August 1 of the current school year the employee may be re-assigned to the position for the ensuing school year.

If the supplemental contract is not to be renewed for the ensuing year, the employee shall receive written notice prior to May 15. Such notice shall state the reason(s) for such action and shall be subject to the grievance procedure contained in this agreement, ONLY as if the grievance were a violation of the policy, rule or regulation, not as a violation of the terms of the Agreement.

Employees under supplemental contract with the District will be allowed, upon written approval by the Activities Director, to attend one in-service training session at district expense to a maximum District contribution per session of \$50.00 and a total District budget of \$250.00 exclusive of substitute cost to be funded by the District. Credits funded by the District will not applicable for certificated teacher salary advancement.

Section 4 - Supervision of Supplemental Activities

It is agreed that staff shall be compensated for approved supplemental activities referenced in appendix C. The inclusion of activities on Appendix C attached shall not be construed as an agreement that those activities will be funded, or employees hired for the positions.

Section 5 - Payment Provisions

A. All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the teacher on the last business day of each month.

B. In the event of a mistake in payment resulting in under-payment, corrections shall be made at the next pay period. When an over-payment is made, repayment shall be made over the next two (2) pay periods, provided cumulative errors shall be corrected at the rate they accumulate except to an employee who is leaving the district, repayments must be made before the final check is issued.

C. Payment Schedules:

1. Salary Schedule - See Appendix A.
2. Supplemental Salary Schedule - See Appendix C.

Section 6 - Placement and Movement on Salary Schedule

Placement and movement on the Salary Schedule shall be based upon the current Salary Schedule (See Appendix A).

A. Experience Factor:

1. Full experience for previous teaching, whether in or out of state, will be counted in placing new teachers on the salary schedule.
2. Credit for experience shall be allowed on the same basis as the state accepts experience on the statewide salary schedule.

B. Education Factor:

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

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

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

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

The district will accept clock hours for placement on the District salary schedule that are acceptable for placement by OSPI.

ARTICLE V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Calendar

CALENDAR COMMITTEE:

A committee comprised of three LEA representatives, three PSE representatives, and a representative from the administration shall develop and recommend a school calendar for the upcoming year at a spring Board of Directors meeting.

A School Calendar, in the form hereto attached (Appendix E), has been adopted by Board action. Except for emergency situations, and changes, if any are required to conform to State Law, such calendar shall not be changed except following consultation between the District and the Association. (The inclusion of the foregoing in the agreement shall not be construed to limit the district's right to refuse to bargain on the calendar if, as and when such respective rights are ultimately determined by appropriate Court decision.)

CONFERENCES:

In the fall, conference week will be four half days (Tuesday-Friday). 4 days of conferences will equal 12 hours of conference time. Each building will go to the Swinomish community for conferences on one day during the conference week for an adequate amount of time to conference with your students. The remainder of the hours can be divided up over the other days by mutual agreement of building staff. (Buildings that schedule conferences individually can continue to do so and buildings that have round robin will agree on times mutually by the staff). Teachers with an exceedingly heavy conference load that exceed the 12 hours can be compensated per diem with approval of the administrator.

In the spring, conference week will consist of 3 half days. The 12 hours of conference time will be used on Monday and Tuesday in exchange for release time on Wednesday afternoon with no required responsibilities after student dismissal. In addition, the remaining 3 hours owed to teachers will be compensated as a early release day on the Friday prior to Memorial Day with no required responsibilities after student dismissal. If a teacher is required to conference on the Wednesday half day they will be compensated at per diem as agreed upon by the teacher and building principal. (This should be pre-approved by the teacher and principal.)

OPEN HOUSE:

Teachers shall participate in one annual open house, including classroom and group activities as designated by the principal for no more than 90 minutes. Before and after gathering activities, i.e. dinner, are optional.

Section 2 - Basic Work Day

- A. Full-time employees shall begin their regular work days thirty (30) minutes before the students' day begins and continue for seven (7) hours . The employee's total instructional time shall not exceed three hundred (300) minutes per day.
- B. Full-time Middle and High School teachers shall have at least one full class period on non-classroom time during each workday. (See Section 3 for additional information).
- C. Full-time Elementary teachers shall have at least four hundred (400) minutes of preparation time per week, with at least fifty (50) minutes per day including half days. If classroom teachers are not given a 50 minute prep period during the student day on a half day they will be paid for 50 minutes at per diem on their timesheet . (Exception given for enrichment teachers who do not have a full conference schedule or grading duties in the afternoons of a given half day and can schedule a 50 minute preparation time during the afternoon work time). Preparation time for elementary teachers shall be exclusive of the following: the thirty (30) minutes before and after the students' day, the fifteen (15) minute morning and fifteen (15) minute afternoon duty-free breaks, and the thirty (30) minute lunch period. 30 minutes of the daily preparation time may be scheduled external to the student day. In such cases, elementary staff will be allowed to leave campus after the student school day to do their preparation work.
- D. The use of non-classroom time shall be determined by the teacher provided it is used for classroom preparation and planning, however one meeting per week of not more than fifty (50) minutes may be scheduled for grading, parent and administrative meetings. In addition, there can be one building faculty meeting per week lasting no longer than 30 minutes within teacher's contracted day.
- E. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, counselors, and all special education teachers shall be provided with non-classroom time not less than elementary employees in the District.

F. All teachers shall have a duty-free lunch period during the work day of not less than thirty (30) continuous minutes.

G. Departure from these norms may be made only in the case of emergency, and when possible prior consultation shall be made with employees involved.

H. Part-time Employees:

1. The work day of a less than full-time staff member shall be continuous with no "split shifts."
2. There may be exceptions to these rules by mutual consent of the teacher, Association, and District.
3. Part-time employee non-classroom time shall be in proportion to the full-time employee non-classroom time.

Section 3 - Teacher Workload

For the purpose of this provision, the following student-teacher ratio maximum guidelines are provided:

Grades K-1:	23 students per instructional day
Grades 2-3:	25 students per instructional day
Grades 4-5:	26 students per instructional day
Grades 6-12:	30 students per period

Maximum per single class period: 35

K-12 P.E.: 35 maximum per single class period

These class size limits do not apply to Band and Chorus.

Relief of Overloads:

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

1. Scheduling options (class schedules, recess, duty schedules) that may allow more planning time. Also, an extra teacher may be used part-time to help ease workload.
2. Salary adjustment of \$1.25 per hour/period where extra aid time is not provided.(Based on a six hour student contact day)
3. Other as agreed upon with building principal.

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

The administration may request and/or a K-5 teacher may volunteer to relinquish a portion of his/her planning time. This time will be compensated at per diem rate. Teachers have the right to refuse to relinquish planning time.

Teachers in grades 6-12 will teach a total of eleven classes per year (six one semester, five the other semester). Additional classes taught will be compensated at 1/11 of the teacher's base salary. The Administration may request and/or a teacher may volunteer to teach a twelfth class as needed. Teachers have the right to refuse class loads above eleven.

Section 4 - Classroom Visitation

Non-school connected personnel shall not visit classroom without prior approval of the administration. Unless the administrator or his designee accompanies such visitor, the teacher shall be notified in advance of the visit as to the identity of the visitor and the purpose of the visit, and shall in any event, be afforded an opportunity to consult with such visitor before or after such visitation, and, ideally both before and after.

Section 5- Student Discipline

Discipline shall be consistent with applicable Federal and State laws. The board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District including the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees and shall within a reasonable amount of time respond to all employees' requests regarding discipline problems. The employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or State laws or regulations.

Section 6 - Textbook Selection

Teachers shall participate in the selection of textbooks. Textbooks shall be selected by the District following receipt of recommendation from the teacher involved.

Section 6-A - Curriculum Adoption

When adopting a new curriculum the L.E.A. and the administration will meet and mutually agree upon an orientation period to be granted to the teachers involved.

Section 7 - Student Grading Provisions

One day prior to the end of each quarterly grading period, employees shall be relieved of their responsibility for students at 11:30 a.m. The time between 11:30 a.m. and the end of the work day shall be provided specifically and used for completing student grading reports.

Section 8 - Teacher Work Year

The work year for employees shall be 180 student contact days, plus any Learning Improvement Days (LID) funded by the state. Should the Legislature decide to increase or reduce the number of Learning Improvement Days, the length of the contract for all certificated employees will be adjusted to incorporate the applicable number of Learning Improvement Days.

Section 8-A - Room Preparation

Rooms will be cleaned and prepared for teachers' occupation at least seven (7) calendar days prior to the first student calendar day. At the close of the school year, the teachers may leave as soon as they have completed all end of the year assignments, including room cleanup. Check-in and check-out procedures will be developed by building administrators and teachers.

Section 8-B - Room Preparation (New Student)

After the registration of a new elementary student during the school year the principal will meet with the teachers of the grade level the student is in to determine class placement of the student. After the placement of the student the teacher will be given one working day to prepare materials for that student. Upon mutual agreement special arrangements can be made for students in need of immediate placement.

Section 9 - Time, Responsibility and Incentive (TRI) Supplemental Contract

The La Conner School District will provide a TRI Responsibility Stipend in recognition of the additional work and services required of all staff members outside of the basic contract and supplemental work days and for time teachers spend outside of building hours doing things such as setting up classroom, grading, planning, etc. This contract will be broken down into a responsibility stipend for deemed done work, and a supplemental time contract for schedule and additional specific work as follows.

Responsibility Stipend Contract -

The Responsibility stipend is a percent of the state salary schedule for a teacher's base assignments (180 days). Base assignments, as prescribed by the state, are defined as 180 student days. Responsibility stipends are considered to be deemed done. Staff are required to maintain documentation to prove work was performed for payment if questioned by an auditor or other source. Staff will certify this via a deemed-done certification each school year.

2014-2015: 9.2% (115.92 hours)

2015-2016: 10.7% (134.82 hours)

2016-2017: 12.2% (153.72 hours)

2017-2018: 14.2% (178.92 hours)

2018-2019: 16.2% (204.12 hours)

Supplemental Time TRI Contract –

In addition to deemed done TRI pay, the district will schedule and pay the following supplemental time as a contract. These will be scheduled and announced prior to the beginning of the school year.

August Pre-Service Days:

There are now 0 LID days funded by the state which typically occur as the inservice days prior to the start of school. The district will continue to fund these two days in addition to our TRI contract as long as they are financially able to do so. (See Teacher Work Year definition).

Signature on sign in sheet is required to verify attendance. Absences may result in a reduction in pay.

In special circumstances absences in part or in full, if pre-approved by the Superintendent and Principal may be made up if documented by a written and executed 'make up' plan no later than September 10th of the current school year. Documentation must be received in the business office no later than the 15th of September.

District Directed Hours:

Seven (7) hours of district directed work, to occur before or during the school year shall be scheduled no later than October 1st of each school year. If the District fails to schedule this time it will transfer to teacher directed work time. Signature on sign in sheet required to verify attendance. Absences will result in a reduction in pay unless a written and executed 'make up' plan is signed off by principal and sent to the business office by June 10th of the current school year.

Professional Development

Scheduled during or before school year, and announced no later than October 1st. Signature on sign in sheet required to verify attendance. Absence will result in a reduction in pay as professional

development (presenters, etc) can not be made up. Any hours not scheduled or used will be transferred to teacher directed hours.

Teacher Data Collection

Hours paid in recognition of time spent on data collection activities. Time paid as deemed done, no documentation to district is required, however the same accountability to auditors as TRI pay applies.

Partial FTE

Staff will be paid the full supplemental hours regardless of their FTE with the expectation they will fulfill the full hours and responsibilities required for supplemental activities.

2014-2015: Total of thirty-five (35)

Two (2) Days: August In-Service Days - Two days

Seven Hours: District Directed - scheduled during school year for school initiatives such as school improvement

One (1) Day: Professional Development - district directed

Seven Hours: Teacher Data Collection - deemed done, in recognition of time spent in collecting data.

2015-2016: Total of forty-two (42)

One (1) Day: August In-Service Days - One days

Seven Hours: District Directed - scheduled during school year for school initiatives such as school improvement

Fourteen Hours: : Professional Development - district directed

Fourteen Hours: Teacher Data Collection - deemed done, in recognition of time spent in collecting data.

2016-2019: Total of forty-two (42)

One (1) Day: August In-Service Days - One day

Seven Hours: District Directed - scheduled during school year for school initiatives such as school improvement

Fourteen Hours: : Professional Development - district directed

Fourteen Hours: Teacher Data Collection - deemed done, in recognition of time spent in collecting data.

Total Combined TRI Contract –

The payment for the TRI Responsibility and Time Supplemental Contracts above will be as follows:

2014-2015: 12.0% = 9.2% TRI plus 35 hours of supplemental time

2015-2016: 14.1% = 10.7% TRI plus 42 hours of supplemental time

2016-2017: 15.6% = 12.2% TRI plus 42 hours of supplemental time

2017-2018: 17.6% = 14.2% TRI plus 42 hours of supplemental time

2018-2019: 19.6% = 16.2% TRI plus 42 hours of supplemental time

TRI and supplemental pay described above will be calculated as an annual amount and paid equally over the twelve pay periods of the school year.

Technology Grants

Technology Supplemental Stipend

In a school year where a Technology levy has been passed and there are technology funds in the school budget, a \$500 per teacher technology stipend will be available to teachers for training or purchasing of equipment. The grants are provided for the purpose of supporting educators as they work to complete technology requirements. This grant process ensures that our limited time and resources are being used to their fullest potential, are complementary to the direction of the district's technology plan, and meet the widely varied technology needs of the staff.

Each certified staff member will have a \$500 technology grant available for the staff member's use

- The staff member must apply for the grant by filling out a simple one-page, online form including budget, timeline, plan, and expected results.
- The grant may be applied to reimbursement for time, equipment, training, substitute or conference costs.

- Classroom budget funds may be included in this grant application to purchase capital items. Classroom budget funds may not be used for training, conferences, substitute costs, or compensation.
- Items purchased with either fund source are the property of La Conner School District.
- The District Technology Committee, or members appointed by the District Technology Committee, will approve or reject grants.
- Grant applications will be accepted August through December.
- Grants will be accepted up until the last day of each month and approved or returned for adjustments by the 10th of the following month.
- If accepted, the monies will be available immediately for purchases. Compensation will be paid in December, or when the grant work is finished whichever is later. Note that it is recommended that the grant applicant discuss their grant with committee members prior to submitting to ensure the likelihood that grants are approved without adjustments.
- After the December grant process any remaining money will be reverted to a pool that can be applied to district-wide technology purchases, or made available for additional grant applications at the Technology Committee's discretion. (The \$500 cap need not apply to subsequent grants).

Section 9-a – Professional Development

In addition to other in-service programs provided by the District, there shall be one workshop available to each member of the bargaining unit. If the in-service workshop falls on a contract day, the employee will be released for the day, with pay, and the District will pay for the cost of the substitute. If the workshop continues on one non-contract day, the district will pay the per diem rate for that additional day. (Example: If the workshop begins on Friday and continues to Saturday, the employee will be paid per diem for Saturday, and a sub will be provided for Friday).

If the Workshop falls on a non-contract day, the District will pay the per diem rate of pay for one day of the Workshop.

The conditions of this agreement are as follows:

1. The application form is submitted two weeks prior to the workshop.
2. The application is endorsed by the Principal, attesting to the applicability of the Workshop to the employee's current assignment performance appraisal and the District's Staff development goals.
3. No more than 1/5 of the employees are absent on any school day.

In lieu of a workshop, teachers may choose to be provided with a release day to work on curriculum as agreed upon by the building principal and teacher.

Section 10 - Parental Complaints

All parental complaints should follow district policies 4220 and 4220p. Any resolved or written complaint made against a teacher by any parent, student, or other person should be promptly called to the attention of the teacher but at the discretion of the administrator, may be granted without identifying the complainant. However, if the complaint is used as a basis for disciplinary action which will adversely affect the employee's contract status, the exact nature of the complaint and the complaining party shall be made known to the employee sufficiently in advance of any hearing or other action to enable the employee to reasonably to prepare to rebut the charge or complaint, or the complaint may not be used as evidence against the employee.

Section 11 - Employee Supervision Responsibilities

Employees shall be notified with respect to any job responsibilities they may have relative to supervision of any non-certificated personnel, and provided with any policies, rules, regulations or district practices related thereto.

Section 12 - Budget Formulation and Tracking

The staff of each building will participate in the formulation and tracking of that building's budget. The central office staff will be available to assist in this process and will make total district budget information available as needed.

Section 13 - Layoff and Recall

If, because of insufficient revenue, it is necessary to reduce the size of the certified staff, those employees whose contract will not be renewed, based specifically upon the amount of money not available, will be selected using the following procedure:

- 1) Educational Program or Service:
 - a) In the establishment of the educational program to be implemented with a reduced force, within time limits available, the Association shall have the right to present to the Board for its consideration the Association's position on:
 - 1) The program needs based upon historical subject enrollments of students, requirements or graduation, and minimum program requirements.
 - 2) The curriculum offering based upon the material developed under subdivision 1 above.
 - 3) The positions needed to operate the educational program or service based on subdivision 1, and 2, above.
 - b) The Board's decision establishing the educational program shall not be subject to the grievance procedure.
- 2) Categorization: Employees will be grouped district-wide in categories, as follows:
 - a) Elementary K-5 including elementary specialists.
 - b) Secondary 6-12.
 - c) Specialists: counselors, librarians, music, art, vocational, cultural.
 - d) Special education, all personnel supported by special education funding.
 - e) The district may, at its option, elect to establish a single K-12 category instead of category 1(a) and 1(b) above, or a single category replacing categories 1(a), 1(b), and 1(c).
- 3) Placement in Category:
 - a) The placement within a category listed in 2, above, for an employee will be contingent, on the employee meeting the following criteria:
 - 1) Must possess a valid Washington State Certificate as may be required for the position under consideration, and
 - 2) Must have spent teaching time in the particular level, subject area, or special program for which he/she is being considered during the current school year or during any previous five [5] school years, and
 - 3) Must have the equivalent of a college defined major or minor in the particular field in which the majority of his /her teaching time will be devoted for a secondary level category. The requirement of college preparation shall be waived for any employee in a secondary level category if he/she has taught in the particular field for a majority of his/her teaching time during any one of the previous five (5) school years.
 - 4) If the individual has not spent the majority of his/her teaching time in the particular area, level or special program within the last three (3) years (but has within the previous five (5) years) he/she must have completed six (6) quarter hours in such field within the previous three (3) years or before the ensuing school year commences.
 - b) Teaching staff who teach both at the elementary and secondary level category will be eligible for both categories.
 - c) Special Education staff as defined in category D must meet the requirements of education and experience in accordance with WAC 392-45-105.
- 4) Ranking:

- a) When more than one employee qualifies within a category the employee who has the least length of service as a certificated employee, based on the criteria used by the district in determining placement on the salary schedule shall be selected for non-renewal.
 - b) When employees have equal length of service, the employee who has achieved the least horizontal advancement on the district salary schedule shall be selected for non-renewal. If a tie still exists, the individual with the least quarter hours beyond the B.A. as recorded in the district office as of April 1 of the current year preceding the anticipated reduction, will be selected for non-renewal. If a tie still exists, selection will be made by lot.
 - c) Notwithstanding subparagraphs (4)(a) and (4)(b) and other provisions of this section, employees who are assigned part-time positions shall be considered only for placement in part-time positions consistent with their current assignment.
- 5) Termination and Rehiring:
- a) Prior to May 15, immediately preceding the school year in which the reduction in force will take effect, the employees to be terminated, if any, shall be identified by the Superintendent and their names submitted to the Board for approval and action as required by law to carry into effect such termination.
 - b) The Board shall review the recommendations of the Superintendent and take such action as may be necessary and notice shall be given to employees as required by law.
 - c) All employees whose contracts are not renewed will be placed in a district employment pool. After the initial staffing for the year in which reduction in certificated staff size is to occur, all vacancies will be filled from the employment pool using the same criteria specified above. The term "vacancy" shall be liberally construed and shall include all positions not filled in the initial staffing that may become available for any reasons. All employees remaining in the employment pool shall be considered as applicants for all such vacancies and all vacancies shall be filled according to the above criteria. Employment notification shall be made by certified mail. Employees shall provide the personnel office in writing his/her current mailing address. All employees will be retained in the district employment pool for a period of twelve (12) months beginning on the date of official RIF notification. Final action to terminate any contract shall be taken under statutes as may exist from time to time.
 - d) If, following the implementation of the entire procedure it is determined that sufficient funds are available to reinstate employees non-renewed as a result of the District's action required within time limits prescribed by statute, said employees shall be reinstated, to the extent funds are available, consistent with Section 4, subsection c, herein prior to the beginning of the ensuing school year.
- 6) Nothing in this contract section shall be construed to limit the Board's right, if said right exists, to reassign Administrative personnel to teaching positions for placement in categories and ranking pursuant to paragraphs 2, 3, and 4, above.

Section 14 - Employees Telephone

The District will provide a single party telephone for use by employees for school and professional business only. The Association and its members shall pay, and hold harmless the District from all costs of such telephone over and above the initial installation and the monthly local service charge.

Section 15 - Expense Reimbursement

All expense reimbursements will be paid out based on district's policies and procedures for expense reimbursements for mileage and meals.

Section 16 - District Safety Program

No teacher shall be required to work under conditions that are in violation of State of Washington fire, safety, and health codes. The District agrees to provide the opportunity for a representative selected by the LEA to participate in the District Safety Program as a member of the standing District Safety Committee. Said Committee will investigate any complaints submitted to it by any individual teacher.

Section 17 - Transportation of Students

- A. The District recognizes the importance of meaningful field trips as supplementary to the educational program. The District considers the safety of school children on the road as a paramount responsibility.
- B. The District shall provide for the transportation of students on scheduled field trips, approved by the building Principal, in accordance with District procedures.

Section 18 - Access to Buildings

- A. Certificated employees shall be issued keys to their work stations prior to the school year. Such keys shall be returned to the District at the end of school. No deposit shall be required for these keys.
- B. Provisions shall be made for employees to obtain keys for specific and designated needs or planning during the summer or on weekends.
- C. The policy will establish reasonable procedures for employee access to athletic facilities upon appointment.
- D. The District will provide the first key to the employee at District expense. Replacement keys will be furnished at the employee's expense.

Section 19 - I.E.P. Development

Employees who are responsible for the development of IEP's for Special Education students will be granted a substitute teacher at the rate of one day per 6 student IEPs. (For example: A teacher responsible for 18 student IEPs will be granted 3 release days). These days will be recorded on district time and effort/time sheets for record keeping purposes.

Section 20 - Split Teaching Loads

Members of the bargaining unit, who are required to teach at two distinct levels, shall not have meeting and conference responsibility at both levels. (This is not to include specifically requested meetings by parents.)

ARTICLE VI - GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Recognized Employee Organization and of individual certificated employees of the La Conner School District.

Definitions as used in this statement:

- A. Grievances are of two classes:
 - 1. A dispute concerning the interpretation or application of the terms of this agreement;
 - 2. A dispute by an employee that an existing District policy, regulation or rule has been misinterpreted, misapplied, or applied arbitrarily or capriciously by the District.
- B. "Grievant" means the La Conner Education Association or an employee of the District having a grievance.

General Conditions:

- A. Time Limits: The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom his grievance is being considered. To the extent that time limits are expressed, days shall consist of all weekdays so that the grievance may be adjusted before the close of the school year, or as soon thereafter as possible. Any grievance not presented for review within thirty (30) days after the event or condition occurs or from knowledge by the employee, shall be deemed waived.
- B. Representation: At each formal step in the procedure the grievant may be represented by a representative of the La Conner Education Association, however, the organization shall not be obligated to represent any grievant at any step of the procedure and whether it does shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his/her own choice and without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of any agreement between the district and the Association, or with existing District policy, or with established District practice, PROVIDED, that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.

C. Confidentiality: All matters pertaining to specific grievances shall be confidential information and shall not unnecessarily or indiscriminately related, disclosed, or divulged by any employee or director of the District. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two years after the adjustment of his grievance shall be destroyed. If the grievant so requests, in writing, a record of the final adjustment of his grievance may be placed in his personnel file.

D. Freedom from Reprisal: Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the grievance adjusting process.

E. Assistance in Investigation: During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish to it such information reasonably germane to the grievance as the Association may request.

F. Release from Duty: If attendance at meetings, hearings, appeals, or other proceedings relating to the grievance adjustment process, as set forth in Article VI, whether as a grievant, a witness, a representative of the association, or otherwise, requires a certificated employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

Procedures:

Step 1. Every effort shall be made to resolve grievances, or potential grievances, through free and informal communication between the grievant and his immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment to the grievance, grievant may proceed to Step 2.

Step 2. The grievant, or at his/her request, the Association on his/her behalf, may submit an executed Grievance Review request form to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within four (4) days after receipt of the form. The grievant, his/her immediate supervisor, and a representative of the Association, unless the Association waives its right to have its representative present, shall attend the meeting. In addition, both the supervisor and the grievant may have present others who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable adjustment of the grievance. The supervisor shall provide the grievant and the Association with a written response to the Grievance Review within four (4) days after the meeting.

Step 3. If the grievance is not adjusted at Step 2 to the satisfaction of the grievant, then the grievant, or at his request the Association acting on his behalf, may refer the grievance to the superintendent no later than eight (8) days after the meeting prescribed in Step 2 is held. The superintendent shall arrange to meet with the grievant and with representative(s) of the association unless the Association waives its right to have representative(s) attend the meeting, within ten (10) days after the grievance has been referred to him. Both the superintendent and the grievant may have others present who might contribute to an acceptable adjustment of the grievance. The Superintendent shall provide his written decision concerning the grievance and any adjustment of it to the grievant and the Association within five (5) school days after the meeting.

Step 4. If the grievance does not involve the interpretation or application of the terms of the Agreement, and if the grievant is not satisfied with the disposition of his grievance at Step 3; or if the Superintendent has not provided a written decision within the time prescribed in Step 3; then the grievant, or at his request the Association acting on his behalf, may request a meeting with the Board. If a request for a meeting with the Board is not delivered to the Superintendent within thirty (30) days after the meeting prescribed in Step 3 is

held, the grievance shall be deemed withdrawn. The Board or hearing officer appointed by it shall meet within ten (10) days after a request for meeting with the grievant and/or with representative(s) of the Association, unless the Association waives the right to have representative(s) attend such meeting, and within twenty (20) days after such meeting, the Board or its hearing officer shall render a written decision respecting the grievance, which shall be binding, subject to appeal rights granted under RCW 28A.88.010.

Binding Arbitration:

If the grievance involves the interpretation, or application of any of the provisions of this contract, and if the grievant is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within ten (10) days after he has first met with the Superintendent, the grievant may, within five (5) days after a decision by the Superintendent or fifteen (15) days after he has first met with the Superintendent, whichever is sooner, request in writing that the grievance be submitted to arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

A. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the Public Employment Relations Commission. The parties will be bound by the rules and procedures of the Public Employment Relations Commission.

B. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proof are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Contract. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

C. The cost for the services of the arbitrator, if any, including per diem expenses, if any, and his travel and subsistence expenses and the cost of hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Review of Arbitration Awards:

Either party may appeal the arbitration award made pursuant to Step 4B, hereof, provided notice of such appeal is filed within thirty (30) days. Such appeal to be made to the superior court as follows:

A. The appeal to the superior court shall be heard by the superior court without a jury. The superior court's review shall be confined to the verbatim transcript of the hearing and the papers and exhibits admitted into evidence at the hearing, except that in cases of alleged irregularities in procedure not shown in the transcript or exhibits and in cases of alleged, abridgment of the employee's constitutional free speech rights,

the court may take additional testimony on the alleged procedural irregularities or abridgment of free speech rights. The court shall hear oral argument and receive written briefs offered by the parties.

The court may affirm the decision of the arbitrator or remand the case for further proceedings; or it may reverse the decision if the substantial rights of the appellant may have been prejudiced based upon the following standard of review:

1. In violation of constitutional provisions; or
2. In excess of the statutory authority or jurisdiction of the arbitrator; or
3. Made upon unlawful procedure; or
4. Affected by other error of law; or
5. Clearly erroneous in view of the entire record as submitted; or
6. Arbitrary or capricious.

B. After the arbitrator has made an award, and pending the time necessary for any appeal of said award, such award shall be binding on the parties unless and until reversed by the court on appeal as provided herein.

Deviation from Procedure:

By agreement of the grievant and the Superintendent, Step 2 of this procedure or Step 3 of this procedure, may be by-passed and the grievance initiated at the next step level. Grievances involving the Association and the administrator above the level of building principal may be initiated at Step 3 at the sole option of the grievant.

Exclusion of Certain Matters:

Matters for which another method of review is required by law shall be excluded from this grievance procedure.

GRIEVANCE FORMS: See Appendix F, Forms 1-6

Appendix B. Student Load Overage Worksheet

_____ was over contract class size numbers by _____ students for the month of _____, 20____.

I need to be paid \$1.25 per hour for each student for _____ hour(s) based on a six hour school day for _____ days this month.

teacher signature

principal signature

Appendix C

LA CONNER SCHOOL DISTRICT
Supplemental Salary Schedule

Activity	0	1	2	3	5	7	9
Play	15	16	17	18	19	20	21
(Full production. Includes rehearsals, performances, set design and production, tear down, etc)							
Band Advisor/ Conductor	12	13	14	15	16	17	18
(Performances and competitions, pep band at athletic events, parades, band and choir concerts and additional performances, etc)							

The 'points value' will be the same as determined in the Extra-Curricular salary schedule.

The Superintendent shall have the responsibility of determining initial placement on the extracurricular salary schedule based on his/her previous experience.

Activities requiring student supervision/teacher attendance outside of the regular school day shall be compensated at \$30.00 per event. These activities include but are not limited to student concerts, presentations, etc.

A.S.B. events requiring certificated staff supervision shall be compensated by a \$30.00 stipend, per event, paid for by the A.S.B. This includes all A.S.B. related activities where administration requests teachers to supervise students (dance chaperones, homecoming activities, advisory positions, etc.).

Academic Enrichment Supplemental Points

Academic Enrichment Supplemental Points are available for academic enrichment programs that meet outside of the regular school day where teachers are placed in a supervisory role. Staff may apply for these points to be awarded by their building committee.

16 - Elementary School

8 - Middle School

8 - High School

Points will be assigned to elementary teachers volunteering to organize activities or events. School year points allotted for Middle School will be distributed through the M.S. Annual Advisor position and overnight trips allocated at .5 point per teacher per night. High School teachers will also be allocated .5 point per teacher per night for overnight trips not covered under activities listed in the Extra-Curricular Salary Schedule; i.e. Camp Orkila, Mountain School, 8th Grade Trip, and Senior Trip.

Appendix C-1

EXTRA-CURRICULAR (POINTS) EMPLOYMENT CONTRACT

Between the La Conner School District No. 311 (first party)

and

(second party)

effecting the contract period from _____ to _____

The School District agrees to pay _____

This amount is to be paid in equal installments for the months involved in the assignment or as requested in writing by the employee after the completion of the assignment involved.

The following service is to be performed by the employee:

_____	= _____	Points
_____	= _____	Points
_____	= _____	Points
_____	= _____	Points
	Total Points	= _____
	Rate:	= \$ _____

Point rate is determined by the Extra-Curricular salary schedule. See district website/Business Office Forms.

This contract, relating to interscholastic and/or extra- services is not covered by RCW 28A.67.070 and may be canceled by the School District at its pleasure.

AGREED _____

Principal/Supervisor

EMPLOYEE SIGNATURE: _____

Appendix D

LEA Evaluation Agreement 2014-2019

ARTICLE VI - EVALUATION

Section 6.1 – Provisions Applicable to Evaluation Generally

6.1.1 Purpose

Evaluation shall be designed to facilitate the improvement of instruction. To this end, these evaluation procedures are intended to:

A. Facilitate the collection of evidence to be used in the formative and summative assessment of certificated staff job performance.

B. Provide information useful in determining and providing for professional development opportunities that support professional growth.

C. Provide educators with formative information and data that promotes and encourages reflection in one's practice and supports continuous self-improvement.

D. Motivate all members of the staff to participate in formulating and evaluating instructional programs.

E. Determine if there is a need to take corrective measures supporting the growth of employees with identified performance deficiencies and/or a need to place an employee on probation.

6.1.2 Responsibility for Evaluation

Bargaining unit employees shall be observed and evaluated during each school year in accordance with the procedures and criteria set forth in this Article.

A. Required Evaluation

1. All employees except leave replacement and retire/rehire shall be evaluated annually.
2. Leave replacements and retire/rehire employees may be evaluated.
3. Leave replacement and retire/rehire employees are exempt from Article VI, 6.1.2, B, 2.
4. All evaluations shall be completed prior to June 1 of each year.

B. Administrator Responsible for Evaluation

1. The principal, or designee, shall be responsible for the observation and evaluation of employees. Employees in itinerant or districtwide positions will be observed and evaluated by the Superintendent's designee. Employees with multiple assignments shall be observed and evaluated by one (1) designee.

2. All employees hired prior to September 15 shall be notified by October 15 as to the administrator responsible for his/her evaluation. Staff hired after September 15 will be notified as to the administrator that will be responsible for his/her evaluation as soon as possible and prior to their first observation.

6.1.3 General Observation and Evaluation Procedures

The following provisions pertain to all observation and evaluation options described in Article VI:

A. The performance criteria contained in this Article shall constitute the basis upon which employees are evaluated. Observations shall be documented.

B. The designated evaluator shall meet with all employees to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedure and purpose. This meeting shall occur by October 1st of each year, and may be conducted in an individual or group format.

C. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties and at least one (1) of the formal observations will be at least thirty (30) minutes in length. Total observation time for each employee for each school year shall be not less than sixty minutes.

An employee in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes

New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.

D. Each formal observation shall be scheduled in advance. The evaluator may make informal observations without advance notice at his/her discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed. Data obtained through informal observations may be used in the final Report.

E. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three school days after such report is prepared and no more than eight (8) school days after the observation. The employee shall have the right to affix to the report any comments, observations or considerations he/she believes to be pertinent to said report.

If the employee affixes to the Observation Report Form comments alleging the rating is affected by factually incorrect information not related to the evaluator's interpretation or judgment, and requests the evaluator to reconsider the information in question and rating, the evaluator shall provide the employee with a written response and rationale within five (5) school days of the receipt of the employee's comments. This may result in a revised Observation Report Form or, if the Observation Report Form is not revised, the employee's comments and evaluator's response shall be appended to the report.

F. Upon completion of the evaluation process a Final Report shall be prepared and provided to the employee indicating a) the degree to which the employee has met the performance criteria (for employees covered under 6.2), or b) the employee's overall summative rating (for employees covered under 6.3). The employee shall sign the District copy of the Final Report and shall be provided a copy of said report. The employee's signature indicates only that he/she is aware of the comments and summary statements recorded therein, and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or summary statements. The employee shall have the right to affix to the report any comments, observations or considerations he/she believes to be pertinent to said report.

If the employee affixes to the Final Report comments alleging the rating is affected by factually incorrect information not related to the evaluator's interpretation or judgment, and requests the evaluator to reconsider the information in question and rating, the evaluator shall provide the employee with a written response and rationale within five (5) school days of the receipt of the employee's comments. This may result in a revised evaluation or, if the evaluation is not revised, the employee's comments and evaluator's response shall be appended to the report.

g. No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which could allow a person to listen to or record the procedures in any classroom without the knowledge and permission of the employee.

h. Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents and students, questioning teacher competency may prompt further inquiry but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.

i. The district shall require each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers, specialists, or principals to have training in evaluation procedures, including observation, the specific instructional framework and rubrics, and applicable laws, designed to implement the revised systems and maximize rater agreement. No administrator, principal, or other supervisory personnel may evaluate a teacher or specialist without having received training in evaluation procedures. The superintendent will ensure that evaluators are appropriately trained and have demonstrated inter-rater reliability competence.

j. In an effort to ensure the equitable evaluation of all employees in accordance with the law, the parties will contemplate the effect of disparities in class size, class composition (academic profile, behavioral profile), etc., which create fundamentally different classroom circumstances.

k. Each Final Report shall be placed in the employee's personnel file. Individual teacher evaluations are not subject to public disclosure.

Section 6.2 – Provisions Applicable to Non-Classroom Teachers/Specialists

6.2.1 Definitions

1. Evaluation: The process of evaluation shall include a total observation time as defined in 6.1.3. The complete evaluation shall be minimally comprised of appropriate observations with accompanying Observation Report Form(s), and a Final Report.

2. Formal Observation: An observation shall be considered formal when:

- A. Advance written notice of the observation time is provided to the employee.
- B. There is a "pre-conference" between the employee and the principal or other supervisor who will observe.
- C. The length of the observation period, at a minimum, shall be the minimum length of time specified in law (currently thirty (30) minutes).
- D. There is a "post-conference" as required in Section E-3 of this Article.

3. Informal Observation: An observation shall be considered informal when any of a-d above are not in effect.

4. Observation Cycle: A pre-observation conference, observation, post-observation conference and completion of accompanying reports.

5. Performance Criteria: The criteria against which the performance of the employee is measured shall be as follows: instructional skill; classroom management; professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter.

6.2.2 Observation and Evaluation Procedures

1. Long Form Evaluation

- A. An individual pre-observation conference shall be held before the first formal observation.
- B. Observations
 - a. In addition to the observations as set forth in 6.1.3, additional observations may occur as determined necessary by the evaluator or at the request of the teacher.
 - b. Informal observations are not required to be pre-scheduled. If there is an area of concern based upon an informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator.
 - c. Observations do not have to be in the classroom. Department, collegial meetings, or student growth conferences may be used for observations.
 - d. The final formal observation shall occur prior to May 1.
- c. A post-observation conference between the employee and the evaluator will be held within three school days of each observation, with follow-up conferences as agreed.
- d. Employees shall be notified of serious deficiencies that could affect their continued employment during post-observation conferences. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.
- E. Post-observation conferences will occur unless cancelled upon mutual agreement of the teacher and the evaluator.
- F. If the principal/supervisor/evaluator believes that any of the noted deficiencies by themselves or in combination with any others may be serious enough to warrant probation at a later time, the principal/supervisor/evaluator shall so advise the employee.

2. Short Form Evaluation

- 1. After four (4) years of satisfactory evaluations and upon mutual agreement between the employee and the supervisor, the District may perform a Short Form evaluation consisting of:
 - 1. One thirty (30) minute formal observation, or;
 - 2. Two (2) informal observation periods totaling at least sixty (60) minutes without a written summary but with a Final Report – Short Form.
- 2. A classroom teacher under this section shall be transferred from a Short Form evaluation to a Long Form evaluation at the request of the teacher or the teacher's evaluator. Such request must be received by October 15. Certificated employees will be required to participate in the Long Form process every fourth year, at minimum.

3. The Short Form evaluation process will not be used for determining unsatisfactory work, nor as probable cause for non-renewal pursuant to RCW 28A-405.

Section 6.3 – Provisions Applicable to Classroom Teachers

6.3.1 It is the intent of the parties to design and implement the new evaluation framework in a manner that incorporates objective standards, minimizes subjectivity, provides meaningful guidance, insight, and support for employees’ professional development, and ensures the equitable evaluation of all employees in accordance with the law.

6.3.2 In addition to ongoing negotiations that may occur to address the evolution of contract language designed to implement the new evaluation model, the parties agree to continue negotiations to address the following specific subjects in order to fully implement the new evaluation model for the 2014-2015 school year:

1. Reporting of evaluation results
2. Alignment of new evaluation contract language with existing contract language
3. TPEP as factor in human resources decisions (beginning in 2015-2016)
4. Tools and Forms

6.3.3 State Criteria, Instructional Framework, and Evaluation Rubric

Teachers will be evaluated based upon the criteria defined in Washington State law in RCW 28A.405.100. The eight State criteria are:

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

6.3.4 Classroom teachers shall be evaluated using the 5-D Teacher Evaluation Model Rubrics as approved for use by OSPI. The 5-D Rubrics will be posted for employees on the District’s website and incorporated into this Agreement by reference.

6.3.5 Applicability of Evaluation Model

This evaluation model is applicable to “classroom teachers” defined in law as a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). All other nonsupervisory certificated employees shall be evaluated under applicable section in this Article. The District and the Association shall meet to negotiate the placement of new positions or positions in which the placement is unclear relative to the new evaluation model. Employees in split assignments or whose duties fall within classroom teacher and non-classroom teacher duties shall be evaluated using the model for whichever assignment or duties comprise the majority of the employee’s assignment.

6.3.6 Evaluation Types

1. A “comprehensive evaluation” produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A comprehensive evaluation must be completed for:

- A. Classroom teachers who are provisional employees;
- B. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
- C. All other classroom teachers at least once every four years.

2. A “focused evaluation” produces a comprehensive summative performance rating based on one of the eight evaluative criteria selected by the teacher and approved by the teacher’s evaluator plus the student growth rubrics from the selected criterion. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.

3. A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher's evaluator. Such request must be received by October 15.

4. It is the intent of the parties that upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next three years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

6.3.7 Definitions

- 1. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
- 2. **Component** shall mean the sub-section of each criterion.
- 3. **Evidence** is observed practice (observations), conversations, products (artifacts) or results of the teacher’s work that demonstrates knowledge and skills of the educator with respect to the instructional framework.
- 4. **Artifacts** are products generated, developed or used by a certificated teacher. Artifacts should be authentic and not be created specifically for the evaluation system. Tools or forms used in the evaluation process may be considered as artifacts.
- 5. **Not satisfactory** shall mean:
 - 1. **Level 1 – Unsatisfactory.** Receiving a 1 is not considered satisfactory performance for all teachers.
 - 2. **Level 2 – Basic.** If the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- 6. **Student growth data** shall mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures aligned with State standards.

6.3.8 Comprehensive Evaluation Procedures

- 2. The comprehensive evaluation shall include the following steps:
 - a. Preliminary staff collaboration: During a District-directed day prior to or near the beginning of the school year a whole staff building meeting shall occur to discuss comprehensive and focused evaluation and collaborate on the development of student growth goals and measures.
 - b. Pre-Observation Conference
 - i. The teacher and evaluator shall engage in a pre-observation conference at which:

1. The teacher may share artifacts of professional performance to be initially considered by the evaluator.

2. The teacher and evaluator shall discuss student growth goals, initial artifacts, the class or professional performance to be observed in the first observation, and three professional practice questions designed to prompt reflection in one's practice.

ii. A pre-observation conference for the second observation shall occur unless cancelled by mutual agreement of the teacher and evaluator.

iii. During pre- and post-observation conferences, the evaluator may collect evidence as generated through professional conversation and goal setting.

c. Observations

i. In addition to the observations as set forth in 6.1.3, additional observations may occur as determined necessary by the evaluator or at the request of the teacher.

ii. Informal observations are not required to be pre-scheduled. If there is an area of concern based upon an informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator.

iii. Observations do not have to be in the classroom. Department, collegial meetings, or student growth conferences may be used for observations.

iv. The final formal observation shall occur prior to May 1.

d. Post-Observation Conference

i. The teacher and evaluator shall engage in a post-observation conference at which they:

1. Shall review their respective evidence from the observation relative to the scoring criteria.

2. May examine student and teacher data and discuss teacher growth using the 5-D rubric as appropriate.

3. May discuss opportunities for improvement in professional practice and scoring.

ii. Employees shall be notified of serious deficiencies that could affect their continued employment during post-observation conferences. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.

iii. Post-observation conferences will occur unless cancelled upon mutual agreement of the teacher and the evaluator.

6.3.9 Focused Evaluation Procedures

1. The Focused Evaluation Option focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using Focused. The teacher can stay on focused for three (3) years before returning to Comprehensive.

2. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process above provided the focused evaluation shall include the following steps:

a. A professional growth activity that is relevant, meaningful, and doable shall be proposed by the teacher at the first pre-observation conference.

b. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

c. The role of the evaluator is to assist the teacher in developing and implementing the professional growth activity by making reasonable efforts to provide the resources to implement it.

d. The score received on the selected criterion is the score assigned as the final summative score.

e. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

6.3.10 Criterion and Summative Performance Ratings

6.3.10.1 Criterion Rating

1. The final summative score for either a comprehensive or a focused evaluation is determined by an analysis of evidence. The scoring methodology to be used will be the “rounding rule” in which all component scores in each criterion are added to produce a raw score for that criterion. The overall criterion rating is determined based on the scoring band into which the raw score falls. Criterion scoring bands are in Appendix G.

2. The evaluator will score criterion components throughout the year so as to give guidance to teachers concerning specific performance. The intent is to ensure teachers are made aware of serious deficits as early as is reasonably practical.

6.3.10.2 Summative Rating

1. Comprehensive Evaluation

A classroom teacher on a comprehensive evaluation shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- 8-14—Unsatisfactory
- 15-21—Basic
- 22-28—Proficient
- 29-32—Distinguished

2. Focused Evaluation

A classroom teacher shall receive a summative performance rating based on the score for the criterion selected for the focused evaluation and the student growth rubrics used in the evaluation.

6.3.10.3 Preliminary Summative Score

1. After a minimum of two scheduled observations and prior to a final summative conference, the teacher shall share evidence of student growth in the goal areas set at the beginning of the year and the evaluator shall share a preliminary summative score. The teacher and evaluator shall discuss areas in which the preliminary summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared by either the teacher or evaluator.

6.3.10.4 Final Summative Score

1. Prior to the end of year the evaluator shall provide the teacher with a final summative score including the student growth score which must be determined by an analysis of evidence. All evidence, measures and observations used in developing the final summative score must be a product of the school year in which the evaluation is conducted. A meeting to discuss this score will occur but may be cancelled by mutual agreement of the teacher and evaluator.

2. If the evaluator judges the teacher to be below proficient, the evaluator must provide evidence to support this conclusion.

6.3.10.5 Student Growth Goals and Rating

1. Prior to the first observation the teacher and evaluator shall discuss student growth goals and student growth measures to be used for the year. The teacher will identify appropriate instructional subject, sub-group, and assessments to be used in measuring student growth. Student growth data will be taken from multiple (at least two) sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score. Student growth goals will be based on each teacher's current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.

2. Comprehensive Evaluation

i. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

- 5-12 — Low
- 13-17 — Average
- 18-20 — High

ii. A student growth score of "1" in any of the student growth components will result in a low student growth impact rating.

iii. A teacher who receives a "4" ("Distinguished" preliminary summative rating) and a Low student growth score will receive an overall "3" (Proficient) summative rating.

iv. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree within two months or the beginning of the following school year to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as follows:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;

2. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
4. Create and implement a professional development plan to address student growth areas.
5. If agreement cannot be reached the evaluator will determine the inquiry to be used from the above list.
6. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

3. Focused Evaluation

- i. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use the criterion 3 or 6 student growth rubrics, as selected by the teacher.
- ii. If a teacher receives a student growth score of "1" in any of the student growth components, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as set forth in 6.8.5, 2., iv., above.

6.3.11 Evidence and Artifacts

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete the evaluation. Said collection will be accomplished openly and, wherever possible, jointly. A teacher is expected to submit artifacts for completion of the evaluation.
2. The District commits to documenting evidence of performance available via observation and conversations to the greatest extent possible to lessen the time required by teachers to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. The evaluator may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.
3. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated into the Observation Report Form prior to the post-observation conference and be used to determine the final evaluation score.

6.3.12 Professional Development

In 2014-2015 and annually thereafter, the District and Association shall collaborate on a plan to provide training related to the new evaluation system for evaluators and teachers. This planning will occur prior to the beginning of the year though specifics may be adjusted during the year as necessary. Additionally, for the duration of this Agreement, the District will support staff by utilizing State funding provided for evaluation training.

Section 6.4 – Support, Intervention, and Probation

6.4.1 Non-Probationary Plans of Assistance

1. The District shall require the following employees to participate in a non-probationary plan of assistance:
 - a. Any continuing contract employee covered under the evaluation procedures set forth in 6.2 above who receives an unsatisfactory evaluation at the end of the previous school year;
 - b. Any continuing contract employee covered under the evaluation procedures set forth in 6.2 above who has had a minimum of two (2) formal observations (for a total observation time of no less than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and
 - c. Any continuing contract employee covered under the evaluation procedures set forth in 6.3 above with more than five years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
2. The District may require the following employees to participate in a non-probationary plan of assistance:
 - a. Any provisional employee;
 - b. Any continuing contract employee covered under the evaluation procedures set forth in 6.3 above with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
3. For employees defined in 1 and 2 above, the administrator and the employee shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least three (3) additional formal observations shall be conducted to determine if the employee has made sufficient progress in the identified areas of deficiencies. Said formal observation(s) shall not be conducted unless three (3) weeks have elapsed from the time of completion of the remediation plan.
4. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

6.4.2 Probation

1. Employees shall be placed on probation subject to the following:
 1. At any time after October 15th and before January 10, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.
 2. For classroom teachers who have been transitioned to the revised evaluation system above, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is "not judged satisfactory" as that term is used in 6.3.7., 5, above: (i) Level 1 (Unsatisfactory); or (ii) Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
 3. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator under 6.4.2, 2. (Second Evaluator During Probation),

below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.

4. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of his/her usual abode with some person of suitable age and discretion then residing therein.

5. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiencies.

6. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.

2. Second Evaluator During Probation

1. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving his or her areas of deficiency. The District and the Association shall attempt to reach agreement on the additional evaluator, and if unable to agree, the District shall appoint the second evaluator.

2. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on multiple observations of performance and a review of other available evidence, with a particular emphasis on the areas of deficiencies identified by the evaluator and any areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.

3. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating his or her performance and provide a report to the employee and the superintendent.

3. Removal from Probation or Non-Renewal

1. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.

2. Every such employee so notified at his/her request made in writing and filed with the Board of Directors of the District within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which would have prevailed if his/her employment had actually been renewed by the Board of Directors for such ensuing term.

3. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.

4. A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

5. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

6.4.3 Provisional Employees

1. Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing any provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process contained herein to assist the employee in remediating said deficiencies. Such good faith efforts shall include the following:

1. Provisional employees shall be observed at least once during the first ninety (90) calendar days of employment. At least one additional observation must be completed by February 1st and the annual evaluation must be completed no later than May 15th.

2. If the annual evaluation is rated as unsatisfactory, the evaluator will meet with the employee and another person chosen by the employee to assist the evaluator in developing a written plan to remediate and improve the alleged deficiencies.

3. If the Superintendent determines that the employee has not sufficiently improved the stated deficiencies, the provisional employee is not entitled to a hearing before the Board.

Tentative Agreement

For LEA: _____ For the District: _____
Lisa Thomas LEA Co-President Tim Bruce, Superintendent

Date: _____ Date: _____

Appendix E

LA CONNER SCHOOL DISTRICT #311

PERSONAL LEAVE FORM

Name _____

Date Leave Requested _____

Date Submitted _____

Principal's approval _____

Sub? _____

Date Approved _____

Signature _____

Superintendent

cc: _____ Teacher
_____ District Office
_____ Principal

Appendix F-1

DISTRIBUTION OF FORMS:

Association Representative []

Immediate Supervisor []

Association []

Grievant []

COMPLAINT BY THE AGGRIEVED

Aggrieved Person _____ Date of Formal Presentation _____

Home Address of Aggrieved Person _____ Telephone _____
T _____

School _____ Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Association Representative _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of

Aggrieved

Appendix F-2

DISTRIBUTION OF FORMS:

Association Representative []

Immediate Supervisor []

Association []

Grievant []

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

To be completed by the School Principal, or Immediate Supervisor within
four (4) days of receipt of the Grievance

Aggrieved
Person _____

Date of Formal
Presentation _____

School _____

School Principal/
Immediate Supervisor

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR
AND REASONS THEREFORE:

Date of Decision _____
Principal or _____ Signature of School
Supervisor _____ Immediate

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

Date of Response _____
Signature of Aggrieved

Appendix F-3

DISTRIBUTION OF FORMS:

Association []
Grievant []

DECISION BY SUPERINTENDENT

To be completed by the Superintendent within ten (10) days of receipt of the Grievance

Aggrieved Person _____ Date of Oral Presentation _____

Date of Appeal Received by Superintendent _____ Date of Hearing Held by Superintendent _____

DECISION OF SUPERINTENDENT AND REASON THEREFORE:

Date of Decision _____
Superintendent _____ Signature of

AGGRIEVED PERSON'S RESPONSE:
to be completed by aggrieved within five (5) days of decision

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this grievance to arbitration.

Date of Response _____
Signature of Aggrieved

Appendix F-4

DISTRIBUTION OF FORMS:

Association []
Grievant []

DECISION BY THE BOARD OF DIRECTORS

To be Completed by the Board of Directors within twenty (20) days
after receipt of the Grievance

Aggrieved Person _____ Date of Oral
Presentation _____

Date of Appeal _____ Date of Hearing
Received by _____ Held by
Board of Directors _____ Board of Directors _____

DECISION OF BOARD OF DIRECTORS AND REASON THEREFORE:

Date of
Decision_____

Signature of Chairman of the Board of Directors

AGGRIEVED PERSON'S RESPONSE: (To be Completed by Aggrieved)

_____ I accept the above decision by the Board of Directors

_____ I hereby submit this Grievance for Appeal.

Date of
Response_____

Signature of the Aggrieved

Appendix F-5

DISTRIBUTION OF FORMS:

Association []
Superintendent []
Grievant []
School Board []

DETERMINATION REGARDING ARBITRATION

To be completed by the Association President and Executive Board
within five (5) days of the receipt of request from Aggrieved

Aggrieved
Person_____

Date of Formal
Presentation_____

Association
President_____

Date Request Received
for Arbitration_____

DETERMINATION BY ASSOCIATION:

_____ The Association, through its designated bodies, has determined that this Grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system._____ The Association, through its designated bodies, has determined that this Grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The Grievance therefore is hereby submitted to arbitration.

Date of
Determination _____

Signature of Association President

SELECTION OF THE ARBITRATOR:

To be completed by the Superintendent and Association President
within ten (10) days after the request for arbitration

The parties have agreed upon and selected _____
Name of Arbitrator

as the Arbitrator to whom the appended Grievance is hereby submitted.

Date of
Designation _____

Signature of Superintendent

Signature of Association President

Appendix F-6

DISTRIBUTION OF FORMS:

DETERMINATION OF ARBITRATOR

To be completed by the Arbitrator within twenty (20) days after the close of the hearing

Arbitrator _____

Aggrieved
Person _____

Date of Formal
Presentation _____

Date of Request
For Arbitration _____

Date(s) of Arbitrator's
Meeting(s) _____

DECISION OF ARBITRATOR AND REASONS THEREFORE:

Decision shall be final and binding to Grievant and the Board

Date of Decision

Signature of Arbitrator

Appendix G

INVENTORY OF PERSONNEL FILE

Identify by item, date of item, and signature, if any
