

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTH WHIDBEY SCHOOL DISTRICT NO. 206**

**AND**

**SOUTH WHIDBEY EDUCATION ASSOCIATION**

**2021 -- 2025**

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## **PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of September, 2021 by and between the South Whidbey Education Association, and the South Whidbey School District No. 206, County of Island, Washington.

## **ARTICLE I - RECOGNITION AND DEFINITIONS**

### **I - Section 1: RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel under contract or on leave. Such representation shall cover all personnel assigned to newly created positions unless such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, deputy superintendent, business manager, employee relations director, and/or personnel director and principals, as well as assistant and/or vice principals, SWA Vocational CTE, and Technology Directors.

The Board agrees not to negotiate with or recognize any bargaining unit members' organization other than the Association for the duration of this Agreement.

### **I-Section 2: DEFINITIONS**

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

The term "Collective Bargaining Agreement" shall mean this entire contract.

The term "Association" shall mean the South Whidbey Education Association.

The term "Board" shall mean the Board of Directors of the South Whidbey School District No. 206.

The term "PERC" shall mean the Public Employees Relation Commission.

The term "Bargaining unit member/Specialist", "Certificated Personnel", "Certificated Employee", "Educational Employee", "Bargaining Unit Member", or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.

The term "TOSA" shall mean Teacher on Special Assignment.

The term "Teacher Director" shall mean SWEA bargaining unit members whose assignment includes non-supervisory program coordination duties. Such duties may not include evaluation of SWEA bargaining unit staff.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, Chapter 41.59 RCW.

"Per diem day" shall be defined as the annual salary divided by 183.

"Annual Salary" shall be defined as the salary placement on the South Whidbey Salary Schedule.



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

## **ARTICLE II- STATUS AND ADMINISTRATION OF AGREEMENT**

### **II - Section 1: RATIFICATION AND MUTUAL CONSENT**

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may not be amended or modified during its term without consent of both parties.

It shall become effective in accordance with the Duration Clause herein.

### **II - Section 2: RELATIONSHIP TO EXISTING POLICIES, PROCEDURES, PRACTICES, RULES AND REGULATIONS**

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

### **II - Section 3 : COMPLIANCE OF AGREEMENT**

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

### **II - Section 4: CONFORMITY TO LAW**

This Agreement shall be governed and construed according to the constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any bargaining unit member or groups of bargaining unit members covered hereby shall be found to be contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Within thirty (30) days after a provision is found to be contrary to law, either party to this Agreement may reopen that provision to re-negotiate a provision that will be in compliance with the law.

### **II - Section 5: DISTRIBUTION OF AGREEMENT**

Within thirty (30) days following the signing and proofreading by the bargaining teams of this Agreement, the District shall provide the Association with a typed master of this Agreement. The District shall then provide each certificated employee a printed copy of this Agreement.

All bargaining unit members new to the District shall be provided a copy of the Agreement by the District upon issuance of their personal service contract. The Agreement shall be available for reading upon request to all applicants for teaching positions.

## **II - Section 6: DUTY TO BARGAIN**

The duties or responsibilities of any position in the bargaining unit will not be altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiations with the Association.

## **II - Section 7: APPENDICES**

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

## **II - Section 8: PROFESSIONAL RELATIONS COMMITTEE**

The parties shall establish a Professional Relations Committee consisting of one representative from each school, and one Educational Staff Associate Representative appointed by the President of the SWEA and an equal number which may be appointed by the Superintendent. The committee will meet as needed to discuss matters of common concern for the purpose of seeking resolution to problems in a cooperative manner.

## **II - Section 9: DUES AND DEDUCTIONS**

1. No member of the bargaining unit will be required to join the association. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association (including the National Education Association and the Washington Education Association) to be deducted in the coming year under payroll deductions.
2. Dues deduction forms for new employees or employees re enrolling must be delivered to the Business Office prior to deductions occurring and ideally within thirty (30) days of the employee's written authorization.
3. The deductions authorized by written authorization of the employee shall be made in twelve (12) equal amounts beginning with the pay period in September through the pay period of August each year. Deductions for employees who commence employment after August 25 shall be spread equally over the remainder of the pay periods through August. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided to the Association as receipt for said transaction.

4. The District shall also allow authorized payroll deduction of dues for any political action committee connected with WEA, NEA, or the Association. Authorizations and revocations shall be made in accordance with the internal rules governing any such committee(s) and in accordance with legal requirements governing such authorized payroll deduction.
5. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association and signed by the employee.
6. These provisions shall be applied without cost to the employee or Association.

## **II - Section 10: CONTRACT WAIVER PROCEDURE**

To cooperate with building and program staff participating in restructuring projects, the following criteria and procedures for contract waivers has been established:

### **A Development of Waiver Proposals:**

1. Waiver proposals must be developed with the knowledge and opportunity for participation of all represented employees assigned to the building and/or program submitting the proposal.
2. Proposals must be placed on the Contract Waiver Application Form attached to the contract as Appendix M.
3. Each waiver proposal must be approved by a minimum of two thirds of the represented employees assigned to the building/program submitting the proposal. This approval process will be conducted by the SWEA. Once approved by these affected employees, the waiver proposal will be submitted to the SWEA Executive Board.

### **B. Approval Process:**

1. The Executive Board of the SWEA shall vote on the waiver.
2. If approved by the SWEA Executive Board, the application will be presented to the School Board for their consideration.
3. All applications must receive approval from both the Board and the SWEA prior to implementation.
4. All contract waivers will not exceed one year and will expire on August 31. In order to renew said waiver the original procedure must be repeated.
5. Any dissenting opinions at the building or program must be in writing with the name(s) of the authors and will be presented to the SWEA and the Board along with the application.
6. Following approval by both entities the written Waiver will be provided to each affected staff member with the action of the SWEA and Board duly noted.

## **ARTICLE III - ASSOCIATION RIGHTS**

### **III - Section 1: EXCLUSIVITY**

Throughout the duration of this Agreement, the rights and privileges afforded to the Association as the recognized representative for all bargaining unit members covered under this agreement shall

not be granted to another organization seeking to represent bargaining unit members represented by the Association, except as provided by statute.

Employment data maintained by the District will be provided to the Association as the exclusive representative of such employees. Such data includes: employee name, employee identifier, date of hire, FTE, contract status, building and assignment, address, email address (if available), phone number, birth date, and years of experience. Information relating to newly hired employees shall be provided to the Association within fourteen (14) District business days from the date of the School District School Board official approval of a newly hired employee's contract. Employee data that is considered personal and exempt from public disclosure under chapter 42.56 RCW will not be provided to public requestors unless authorized by the employee.

### **III - Section 2: AVAILABILITY OF INFORMATION**

On request, the District shall make available to the Association, all information, which is public record or which may be necessary for the Association to process any grievance or complaint.

### **III - Section 3: RIGHTS OF CONSULTATION**

The Association shall be given the opportunity to advise the Board with respect to new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. This does not imply concurrence by the Board with said advice.

The Association shall have the opportunity to address the Board at the appropriate place on the agenda.

### **III - Section 4: RELEASED TIME**

Whenever Association representatives are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay.

Released time will be allowed up to fifty (50) days per year for Association Representative(s). The Association shall reimburse the District for the cost of substitutes.

A sincere effort will be made to distribute Association responsibilities among multiple representatives.

## **ARTICLE IV - BARGAINING UNIT MEMBER RIGHTS**

### **IV - Section 1: INDIVIDUAL RIGHTS**

The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, political activity or the 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 bargaining unit member involved. All provisions shall be as required by statute and/or the District's affirmative action program.

Consistent with state guidance, the District and SWEA will collaborate to develop a shared vision for implementing specific steps designed to promote equity for marginalized communities. These steps will include a) assessing problems and underlying conditions in the school community affecting members of marginalized communities, and identifying specific factors that perpetuate inequities; b) professional development with a focus on culturally responsive instructional practices, and building safe, healthy, and inclusive school environments, c) recommendations for allocating District resources to support student-centered equity efforts, other District structures that promote progress towards racial and social justice, and meaningful partnerships with families and the community, and d) using data related to marginalized communities to inform our thinking and practices.

## **IV - Section 2**

### **A. RIGHT TO JOIN AND SUPPORT ASSOCIATION**

Pursuant to the Act, the Board hereby agrees that every bargaining unit member as herein defined shall have the right to freely organize, join and support an educational employee organization for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection except strikes or work slowdowns during the term of this Agreement. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement.

### **B. NEW EMPLOYEE ORIENTATION AND STAFF MEETINGS**

Upon prior written request, the Association will be provided up to one hour during teacher directed or other duty-free time, for newly hired, certificated employees. The Association has the right to include Association information and forms in all new-hire District packets. The Association has the right to have a booth at any district sponsored benefits fair.

## **IV - Section 3**

### **A. IUST CAUSE**

No bargaining unit member shall be disciplined (including reprimands, suspensions, reductions in rank or professional advantage, discharge, termination or other actions that would adversely affect the member) without just and sufficient cause. Any discipline shall be subject to the grievance

procedure hereinafter set forth including binding arbitration except that a member may choose to use procedures outlined in RCW 28A.405.310. If the procedure outlined in RCW 28A.405.310 is used, then the member shall not subsequently use the grievance procedure for the same disciplinary action. The specific grounds forming the basis for disciplinary action will be made available to the member and the Association in writing within ten (10) days of said action. The employee shall have an opportunity to attach a written response to the reprimand.

A member shall be entitled to have present, a representative of the Association during any disciplinary action. When a request for such representation is made, no action will be taken with respect to the member until a reasonable opportunity for such representation by the Association has been provided. Further, in the event a disciplinary action is to be taken, the member shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

The Board agrees to follow a policy of progressive discipline which normally includes in this order: verbal and written reprimand, suspension with pay, suspension without pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against a member shall be appropriate to the behavior, which precipitates said action.

#### **B. NON-RENEWALS**

1. No bargaining unit member shall be non-renewed pursuant to unsatisfactory performance without the evaluation procedures having been completed; nor shall any bargaining unit member be discharged for remediable unsatisfactory performance without the evaluation procedures having been completed. No member shall be placed on probation pursuant to RCW 28A.405.210 without the evaluation criteria and procedures being implemented and completed.
2. Provisional employees may be non-renewed during their first three years in accordance with RCW 28A.405.220.

### **IV - Section 4: ACADEMIC FREEDOM**

Academic freedom shall be guaranteed to bargaining unit members, and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning human beings, human society, the physical and biological world and other branches of learning when presented in accordance with the accepted standards of the curriculum set forth by the School District.

### **IV - Section 5: PERSONNEL FILES**

Bargaining unit members shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District, as well as employment references transmitted by the District upon prior waiver of confidentiality by the bargaining unit member. Upon request, a copy of any document contained therein shall be afforded the bargaining unit member, not to exceed one copy per year.

Anyone, at the bargaining unit member's request, may be present at this review, provided no bargaining unit member shall otherwise have the right to see another bargaining unit member's file without their express authorization.

Each bargaining unit member's personnel file shall contain the following minimum items of information which shall not be subject to deletion under other provisions of this section: the bargaining unit member's evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.

No evaluation, correspondence, complaints, or other material making reference to a bargaining unit member's competence, character, or manner shall be kept or placed in the personnel file without informing the bargaining unit member. Correspondence, complaints, or other material must be investigated by the administration and shown to the employee within ten (10) school days after receipt or composition to result in discipline and be placed in the employee's personnel file. The employee has the exclusive right to attach written comments to any document to be placed in his or her personnel file.

At the request of the employee all material resulting in disciplinary action shall be deleted within four (4) years of the date of entry, provided there have been no similar or related incidents, except that such materials may be removed sooner at the discretion of the Superintendent. Per RCW 28A.400.301 as written and in effect September 1, 2009, disciplinary action related to verbal or physical abuse or sexual misconduct resulting in termination will not be suppressed or removed from the employee's file.

The bargaining unit member shall acknowledge that they have read such materials by affixing their signature and the date of the copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not necessarily indicate agreement with its content. In the event the bargaining unit member refuses to sign, a certification that the material has been seen will be signed.

Upon request by the bargaining unit member, the superintendent or their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by the bargaining unit member.

No secret, duplicate, alternate or other personnel file shall be kept anywhere by the District, except that supervisors may keep working files in their respective offices.

The content of the working files will be reviewed annually by the supervisor and the employee upon the request of the employee. No documents from a former supervisor will be maintained in the working file.

#### **IV - Section 6: BARGAINING UNIT MEMBER PROTECTION**

- A. The Board agrees to hold bargaining unit members harmless and defend from any financial loss, including attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such bargaining unit member, within or without the school building, provided such bargaining unit member, at the time of the act or omission complained of, was acting within the scope of their employment or under the direction of the Board.

- B. Any case of assault upon a bargaining unit member resulting from their employment shall be promptly reported to the Board or its designated representative. The Board will reimburse the bargaining unit member for the cost of legal counsel with respect to such assault and shall promptly render all assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board shall reimburse to a maximum of \$500.00 in any one school year for replacement of any clothing or other personal property damaged or destroyed by a malicious act during the course of their employment and the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of their employment.

#### **IV - Section 7: RIGHTS & RESPONSIBILITIES OF EMPLOYEES REGARDING PUPIL DISCIPLINE**

##### **A. General Guidelines**

- 1. Nothing in this Agreement shall be interpreted to deprive the pupil of their rights as provided in applicable laws, regulations of the State Board of Education, and policies adopted by the Board.
- 2. The employee has a right to expect acceptable behavior from all pupils and is expected to maintain a sound learning environment.
- 3. An employee may at any time use such force as is reasonably necessary to protect pupils, himself/herself, or other employees from attack, physical abuse, or injury.
- 4. The District shall support its employees in their use of disciplinary measures consistent with District policy, rules, regulations and this Agreement.
- 5. A student who has been excluded from class in compliance with state law and District policy shall not be returned to that class during the balance of the class period from which the exclusion arose.

#### **IV - Section 8: INDIVIDUAL BARGAINING UNIT MEMBER CONTRACT**

The District shall provide each bargaining unit member a contract with assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement (Appendix E).

Bargaining unit members shall be provided at least ten (10) days to return contracts after they have been issued.

##### **A. Release from Contract:**

A bargaining unit member under contract shall be released from the obligations of the contract upon request under the following conditions:

- 1. A letter of resignation must be submitted to the Superintendent's office.



2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted after July 1, provided a satisfactory replacement can be obtained.
4. A release from contract shall be granted upon the bargaining unit member's request in case of illness or other personal matters, which make it impossible for the bargaining unit member to continue in the District.
5. An employee requesting release from contract after July 1, may, at the discretion of the District, be granted up to one-year's "Limited Leave of Absence" for the purpose of employment in another school district. A staff member on such limited leave must notify the South Whidbey School District by the following March 15, of their desire to return. Upon mutual agreement with the District, the employee shall be allowed to resume employment with the District.

**B. Length of Contract:**

The length of the individual bargaining unit member's annual contract shall be the number of days provided for by the legislature and this Agreement. For bargaining unit members new to the District, the length of the contract shall include one additional day. Employees who have been previously employed by the district as full time leave replacement employees shall not be considered a new employee for the purpose of this provision.

#### **IV - Section 9: SUPPLEMENTAL CONTRACT**

There shall be a supplemental contract (Appendix F) for District-specified extra-curricular, extended days, and supplemental assignments. Extra-curricular stipends and compensation for extended days are contained in Appendices C and D, respectively. Appointments to extra-curricular, special, and supplemental assignments are for one (1) year and shall be in accordance with this Agreement and current statutory provisions. The District shall notify bargaining unit members in writing of appointments for the next year as early as possible, and no later than thirty (30) days before assignment is to begin. The district 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.

All certificated personnel will be notified of vacancies or new extracurricular assignments by staff bulletin.

#### **IV - Section 10: ASSIGNMENT, VACANCIES, TRANSFERS, AND BYPASS**

**A. Definitions and General Provisions**

Assignment shall mean the placement of an employee in a particular grade level, subject area, or specialty area within a building which accommodates the employee's preference. When an assignment does not accommodate the employee's preference, it will be considered an involuntary assignment.

Transfer shall mean a change of grade level, subject area, or specialty area involving the movement of an employee from one site to another.

Involuntary transfer shall mean a change of grade level, subject area, or specialty area involving the movement of an employee from one site to another which the District unilaterally imposes.

Vacancy shall mean unfilled bargaining unit positions.

No member of the bargaining unit shall be assigned to any position for which they is not certificated and endorsed. Certification shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law) and the Washington Administrative Code (WAC) (State Regulations). No bargaining unit member shall be involuntarily assigned to teach a subject in which they is not certificated except under the following conditions:

1. There are not enough sections within the employee's certification to employ the individual full time.
2. An effort by the administration to secure volunteers from the affected area was unsuccessful.

No employee will be assigned outside of their certification for a majority of their time except in an emergency (defined as an unusual situation that is unexpected or for which pre-planning could not prevent such as drop in enrollment, change in curriculum requirements, RIF, shift in assignment due to the unexpected separation of services from the district of an employee).

Any member involuntarily assigned or involuntarily transferred shall be returned to their previous position at the first reasonably determined opportunity.

The administration in each building shall attempt to accommodate assignment and transfer preferences.

Employees involuntarily assigned or involuntarily transferred shall not have their contract adversely affected due to a lack of subject matter competency in the Evaluation Procedure for the first two (2) years of the specified assignment.

#### **B. Vacancies:**

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

- a. All vacancies and new positions shall be publicized to the staff and Association through a written notice, as far in advance of the date of the opening of any vacancy or new position as possible. Positions may be advertised in-district and out-of-district concurrently. Positions must be advertised at least five (5) school days prior to filling of the position, except during the first month of the school year when 72 hours of notice shall be given.
- b. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.

- c. In cases where two or more District employees are equally qualified for the same position, the individual determined by the superintendent to be the best fit will be selected.
- d. Internal applicants shall be interviewed and given full consideration when the District fills vacancies and new positions prior to the District hiring an external candidate.

**C. Transfer:**

- 1. The bargaining unit member shall complete a request in writing, which shall be kept by the District.
- 2. Employment of any new bargaining unit member for a specific position shall not be made until all those bargaining unit members who have a pending request for transfer or new assignment to that position have been considered and the outside applicant has been found by the Superintendent to be demonstrably better qualified based upon the posting of the position.
- 3. Each bargaining unit member whose request for transfer or new assignment was not granted will, upon request, be apprised of the reason(s) for not granting the request at the earliest reasonable opportunity.

**D. Involuntary Transfer:**

- 1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the educational environment. Each involuntary transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District.
- 2. The Superintendent shall notify the affected bargaining unit member in writing of the reasons for such involuntarily transfer before the change is to become effective.
- 3. At least ten (10) days prior written notice will be given to the bargaining unit member who is to be involuntarily transferred.
- 4. Bargaining unit members who are involuntarily transferred will be given first consideration on returning the following year to the position from which they have been involuntarily transferred.
- 5. Employees involuntarily assigned or involuntarily transferred shall be provided a substitute for two days or two days of pay (on a supplemental contract) to make the transition to the new position.

**E. Bypass:**

Once each calendar year, the district may elect to bypass Article IV, Section 10 A-D procedures, when filling a certificated position. The decision to use the bypass procedure shall be solely at the

discretion of the Superintendent. The Association will be notified if the District utilizes the bypass procedure.

#### **IV - Section 11: COVER SURVEILLANCE**

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 or record the procedures in any class, except by permission of the bargaining unit member.

#### **IV - Section 12: STAFF DEVELOPMENT/IN-SERVICE**

- A. All certificated staff will be released from direct teaching duties on designated Wednesdays, nineteen (19) half days per year. Half-days and release (full days) are to be divided so that the time is equally distributed between district-directed and staff-directed. (A half day will be defined as dismissing school three (3) hours early). Each year the District and staff will alternate direction of the 19<sup>th</sup> half-day. Two (2) of these half days will be scheduled on the first two student days of the school year. (One of these half days shall be staff directed and one District/building directed). The purpose of these days includes back to school activities, improvement of instruction, curriculum, staff collaboration, Professional Learning Communities and progress toward school improvement plans. The staff directed days shall not be used for conducting business normally handled in regular staff meetings or otherwise encroached upon except to address emergencies. All dates shall be agreed upon by the SWEA and the District provided every effort will be made to align a staff directed day with each grading period.
- B. Staff wishing to participate in out of District in-service opportunities on the statewide in-service day must obtain the approval of their principal. Such staff shall be reimbursed for reasonable expenses related to these opportunities per district policy.

#### **IV-Section 13: SPECIAL EDUCATION HANDBOOK**

The District will provide a special education handbook for every certificated staff member. The handbook shall include, but not be limited to: District policies, administrative regulations, procedures regarding referral and placement, related forms, summaries of the rights of staff, students and parents, location and access to confidential information, and procedures for use by staff members requesting assistance.

##### **Special Education:**

- a. Staff training regarding the policies, regulations and procedures will be provided annually in each building in the fall. The training will emphasize the process for participation by non-Special Services Staff; and encourage such participation.
- b. Bargaining unit members wishing to access ESD staff development programs for Special Services training may do so through the building principal (within the overall limits of district participation in the cooperative).
- c. Written meeting notices, including but not limited to IEP and MDT meetings, shall be distributed to all staff members who service the involved student.

- d. When changes to the delivery or configuration of special education or other support services are being contemplated or proposed, impacted teachers will be involved in the discussion and planning of those changes. Teachers are also encouraged to proactively bring programmatic suggestions regarding special education services to the attention of the administrative team. The intent of this provision is to address program-level change rather than individual student circumstances and encourage collaborative conversation.

## **ARTICLE V – LEAVES**

### **V - Section 1: PERSONAL ILLNESS PERSONAL INJURY AND EMERGENCY LEAVE**

Editorial Note: Where defined in leave provisions, the definition of family shall be construed to include persons of comparable relationship.

#### **1. Use of Leave:**

- a. In case of personal illness, injury, or emergency, all employees shall be allowed 12 days leave with pay during each school year, with unused leave cumulative to a total of 180 days. A physician's statement may be requested at any time that a bargaining unit member claims sick leave for a period in excess of three (3) consecutive days.
- b. The length of illness, injury and emergency leave for the employees starting their terms of service after the beginning of the year shall be pro-rated according to the months remaining in the year.
- c. Emergency leave shall be defined as leave to cover absence for reasons beyond the control of the employee, including incidental family illness requiring the employee's presence. If an employee requests emergency leave for reasons other than those outlined in this section, all personal leave must first be exhausted before leave will be considered. Requests for such emergency leave will be considered on a case by case basis only after the individual's personal leave days have been used.

#### **2. Cash Out of Unused Leave:**

- a. Members of the Association's bargaining unit shall have the right to cash out unused leave as outlined in RCW 28A,400.210.

#### **3. Leave Sharing:**

- a. Leave Sharing may take place after an employee exhausts sick leave. If an employee is ill and expects to exhaust sick leave prior to recovery they may request that other employees donate sick leave as prescribed in Washington State statute RCW 28A.400.380, and Board Policy No. 5328.
- b. Employees may donate annual or sick leave to a fellow employee
  - i. 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 which has caused or is likely to cause the employee to take leave without pay or terminate their employment;
- ii. for parental or pregnancy disability leave; or
- iii. for other purposes identified in law.
- c. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

#### **4. Notification of Absence:**

Except under emergency conditions, a bargaining unit member who will be absent for the day must notify the District at least one hour prior to commencement of the school session. While on sick leave the bargaining unit member should notify the District of their intentions for the next day as soon as possible, preferably before school is out in the afternoon. Failure to comply with this section may result in loss of pay, especially if the Principal did not receive sufficient notice and a substitute has been called for duty.

#### **5. Payroll Notification:**

The District will provide each unit member with a written account of Temporary Disability leave by category following each payroll period.

#### **6. Deductions from Salary:**

In the event that all accumulated sick leave has been exhausted and no days are available from C. above, the employee will be granted upon request a leave without pay. Deduction from annual salary shall be made on the basis of the employee's basic daily rate of pay.

#### **7. Temporary Disability:**

Any employee incurring a physical disability, verified by their family physician, which precludes the ability to perform assigned tasks in a satisfactory manner, shall upon request be placed in a disability leave status. Absences incurred during such leave shall be subject to the leave available under the provisions in this article, provided that if leaves are exhausted and the employee is still unable to work, the employee shall be transferred to disability leave without pay.

#### **8. Family Leave Laws:**

In accordance with state and federal laws, all persons employed on a qualifying basis are eligible for family leave for the purpose of child care and care for newborn and newly adopted children. The requirements of all Washington State and federal laws will apply, provided improvements to employee rights or benefits required by laws shall be implemented and no right or benefit provided in this agreement shall be eliminated or diminished unless illegal under laws. In any event, the District and the Association agree to negotiate any required changes in the current agreement. The leave provided by these laws shall be subject to the conditions set forth in this

agreement This subsection should be read in conjunction with Article V, Section 4 below.

## **9. Paid Family and Medical Leave and FMLA**

- a. Program Eligibility: Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
- b. PFML and FMLA: When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.
- c. PFML and Sick and Personal Leave: Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, the amount of leave used may not result in the employee's total pay exceeding one hundred percent of the employee's full pay when combined with the PFML benefit. Employees who supplement the PFML benefit with accrued leave must provide the District with ESD documentation showing the benefit payment amount received. The employee will notify the District of their intent to use accrued leave to supplement PFML prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 5<sup>th</sup> of each month via notification to the District Human Resources office.
- d. Health Benefits: SEBB will maintain health insurance benefits during PFML leave. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1<sup>st</sup> of each month following a month in unpaid status.
- e. Premiums: The District shall pay the employee share of the PFML premium.
- f. Notices, Procedures and Claims: The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the employer written notice as

soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

## **V - Section 2: BEREAVEMENT AND FAMILY HOSPITALIZATION LEAVE**

- A. Up to five (5) days of District provided paid leave per incident shall be permitted for the death of an immediate family member. Definition of those members in immediate family shall be spouse, children, parents or primary caregiver, siblings, grandparents, grandchildren of the employee or the spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and/or others living in the household of the employee. Exceptions to this may be granted by the Superintendent.
- B. Up to five (5) days of District provided paid leave per year shall be permitted for the hospitalization of an immediate family member, provided leaves for this purpose are subject to such family leave provisions in this Article as may apply. Definition of those members in immediate family shall be spouse, children, parents or primary caregiver, siblings, grandparents, grandchildren of the employee or the spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and/or others living in the household of the employee. Exceptions to this may be granted by the Superintendent.
- C. If out of state travel is required for attendance at a funeral, up to two (2) additional District provided paid days may be allowed.
- D. One (1) day of District paid leave is allowed for attendance at a funeral of other relatives.

## **V - Section 3: PERSONAL LEAVE**

Three (3) personal leave days shall be granted to employees per year. Unused days shall accumulate from year to year up to a total of six (6). Bargaining unit members may choose to receive compensation for unused personal days at a rate equivalent to the daily substitute rate of pay. Employees will not be required to state any reason for the leave other than the term personal.

## **V - Section 4: PARENTING LEAVE**

- 1. Employees of the District expecting the birth, or adoption of a child, will be granted leave in accordance with applicable Family Leave Laws set forth in Article V.
- 2. Employees returning from leave of less than one year must notify the district no less than thirty (30) days prior to their return to duty. Those on a full year leave shall do so no less than ninety (90) days or March 15<sup>th</sup>, whichever is sooner.
- 3. Annual salary increments will be granted for those whose leave is fewer than ninety (90) days in any school year.



## **V - Section 5: PROFESSIONAL LEAVE**

1. Leave which allows a bargaining unit member release time from teaching duties to attend workshops, clinics, and other professional meetings without salary deductions may be granted upon request to the Superintendent when such leave is deemed in the best interest of the district.
2. When such leave is approved, reasonable expenses of the employee for registration, lodging, food and travel will be honored by the District at the current rates. Mileage is paid at the rate approved by the Board of Directors.
3. Leave under this section is not a part of sick or emergency leave and deductions will not be made from either.

## **V - Section 6: LEAVE OF ABSENCE**

1. A leave of absence not to exceed one year may be granted at the discretion of the Board for valid reasons such as:
  - a. Military service
  - b. To attend graduate school
  - c. Emergency care of immediate family where business affairs, etc. may be involved.
  - d. Other requests may be considered on an individual basis.
2. Staff members on leave of absence must notify district by March 15th of their desire to return. Failure to do so will terminate employment.
3. A bargaining unit member returning from a leave of absence shall be given the same consideration for returning to the position of their assignment as if they had been on active duty. If reassignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is appropriate.
4. No experience increment will be granted for leave of absence.
5. A leave, if granted, is for the express purpose stipulated in the original request.
6. For additional terms regarding limited Leave of Absence see Article IV, Section 8, A, 5.

## **V- Section 7: CIVIC DUTY LEAVES**

1. Civic duty leave shall include jury duty, subpoena to court, and fulfilling military responsibilities.
  - a. Military responsibilities for short term training for those with military reserve status will be recognized. Leave while serving on active duty is not included under this provision.
2. All leaves under this provision must receive prior approval from the Superintendent.
3. Leave under this section is not part of sick or emergency leave and deductions will not be made from either.

4. Any employee who is subpoenaed to appear in court, approved for jury duty or is on military reserve duty during contracted school days shall have deducted from their salary that amount which they earn while serving in that capacity.

#### **V - Section 8: EDUCATIONAL LEAVE**

1. Bargaining unit members are urged to attend professional meetings and visit other schools for experience benefits and training advancement. The District will supply substitutes for such purposes.
2. Eligibility to visit other schools, attend meetings of state, local and national professional organizations shall be based upon the value that the local School District shall receive from said attendance in its own instruction program. Requests for permission to attend professional meetings shall be approved by the Building Principal and the Superintendent.
3. The employee shall submit to the Principal a report on the activities of the conference with recommendations, if any, for use by employees.
4. Travel expense will be paid by the bargaining unit member, unless the travel is desired or required by the District as being of benefit to the District. Such arrangements are made with the Superintendent. Out of state travel must be authorized in advance by the Board.

#### **V - Section 9: SABBATICAL LEAVE**

Subject to state law, employees shall be eligible for Sabbatical Leave for: (a) study, or (b) research.

Sabbatical leave may be granted in accordance with the following stipulations:

1. **Years to Qualify**: Employees shall have served seven (7) or more years in the District.
2. **Limit of Number**: Sabbatical leaves may be granted up to one school year to not more than one (1) of the employees in the bargaining unit represented by the Association in any one year.
3. **Application Deadlines**: Applications for sabbatical leave shall be filed with the Superintendent no later than April 1st, prior to the school year for which it is requested. The Board may, at its discretion, extend this deadline.
4. **Proposed Plans to Accompany Application**: A proposed plan of study or research to which the time spent on leave will be devoted must accompany this application.
5. **Criteria for Evaluating Applications**: Applications shall be evaluated on the following three criteria:
  - a. The merit of the proposed plan of study or research and its relationship of service to the District in terms of the individual's professional background.

- b. Proportionate representation of the different levels of District schools, such as elementary, junior high school and high school.
  - c. If more than one (1) employee applies and meet all qualifications, seniority will be considered.
- 6. **Final Approval by Board:** Applications approved by the Superintendent shall be presented to the Board for final approval. Once approved by the Board, any change of sabbatical plan shall be presented in writing and approved in advance of the leave by the Superintendent.
- 7. **If Employee Receives Scholarship:** In case the employee is granted a sabbatical leave and receives a scholarship within the same year, the total compensation from the two sources shall not exceed the salary they would receive if under contract with the District.
- 8. **Stipend for Study or Research:** A staff member on sabbatical leave for study or research shall receive a stipend of 50% of their regularly contracted salary unless this sum is reduced as a result of Section G above. The stipend will be paid in ten (10) or twelve (12) payments at the request of the applicant. All regular salary deductions shall be made. The School District shall compensate said employee during the academic year one-half (1/2) of their normal pay. Said compensation shall be paid monthly by the School District commencing as appropriate.
- 9. **Cancellation of Loan:** The stipend shall be canceled upon the return of the member to this District in the following manner:
  - a. One-half (1/2) of the total loan shall be canceled after the first year's service in the District.
  - b. The remaining one-half (1/2) of the loan shall be canceled after the second year's service.
- 10. **Maintenance of the Tenure and Salary Standing:** An employee granted sabbatical leave shall maintain standing in tenure and salary.
- 11. **Limit on Other Employment:** A member on sabbatical leave for study or research shall not seek employment for compensation during the period of the sabbatical other than to supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the Superintendent and the Board.
- 12. **Report Required on Return:** Within thirty (30) days of the employee's return from sabbatical leave, the employee will file with the Superintendent a report giving the substance of the program of study or research in which they believes grew out of the experience. If the employee was employed for compensation during the program, full details of this employment and income therefrom should be included in this report.

13. **Return to Original Position**: Every effort will be made to replace an employee returning from sabbatical leave to their original position or to an appropriate comparable position.

14. **Failure to Comply**: In the event said employee shall:

- a. Fail to complete the year of advanced study or research having negotiated with the School District a mutually satisfactory alternative; or,
- b. Fail to return to the School District for the following year; or,
- c. Fail to remain with the School district for two (2) consecutive years following the sabbatical leave.

In the event of any of the foregoing, an amount proportional to the fulfilling agreement stated as compensation in H above shall be returned to the said School District upon written demand thereof in one sum. In the event it becomes necessary for said School District to refer the collection of this obligation to its attorney, the said employee agrees to pay reasonable attorney fees arising out of such collection.

## **ARTICLE VI – SALARIES, STIPENDS AND BENEFITS**

### **VI- Section 1: PROVISIONS GOVERNING BARGAINING UNIT MEMBERS' SALARY SCHEDULE**

#### **Salary Schedules**

The salary schedules set forth in Appendix A shall establish SWEA bargaining unit base salary and TRI compensation. For the duration of this Agreement, Appendices A, B.1, and B.2 will be modified as follows to provide the following annual increases to salary:

- Effective September 1, 2021 1.6% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD) of total base and TRI compensation less the tech stipend contained in Appendices A-B applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix A. Effective September 1, 2021, the amount in each cell shall be increased to reflect the change in the base salary schedule to 183 days from 182 days in the 2020-21 Appendix A.
- Effective September 1, 2022 2.3% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD) of total prior year base and TRI compensation less the tech stipend contained in Appendices A-B applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix A.
- Effective September 1, 2023 2.5% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD) of total prior year base and TRI compensation less the tech stipend contained in Appendices A-B applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix A.

- Effective September 1, 2024 2.8% plus the annual inflationary adjustment, based on the state Implicit Price Deflator (IPD) of total prior year base and TRI compensation less the tech stipend contained in Appendices A-B applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix A.

### **COLA (Cost of Living Adjustment):**

Employees will receive annual cost of living wage adjustments equal to the State authorized annual inflationary adjustment factor during the term of this Agreement. The increases in Article VI, Section 1, A, above, reflect this increase.

### **Placement on Salary Schedule:**

Bargaining unit members shall be paid in accordance with placement on the adopted salary schedules. Employees shall be placed on the base and TRI schedules in Appendix A in accordance with the rules and regulations for degrees, credits, years of experiences in effect for the state's salary allocation model (SAM) in the 2017-2018 school year, except as modified by other provisions of this CHA. See Chapter 392-121 WAC. All credits and years of experience recognized by the District prior to the 2018-2019 school year shall continue to be recognized by the district. Credits toward placement on the "BA + 135" column will not be accepted unless submitted prior to January 1, 1992.

1. Effective beginning in the 2019-2020 school year, employees with ESA certification with prior related non-school experience which qualify for salary schedule placement under Chapter 392. I 21 .264 WAC, shall be credited year-for-year for all such experience without a two-year limit. Existing employees shall have until August 31, 2019, to provide documentation for purposes of this section.
  2. In addition, the District shall accept all clock-hour and in-service credits that meet State Board of Education Approval Standards for Clock hour and In-service Credit. The credits shall count for advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one quarter hour university credit and shall be recognized for local salary schedule placement.
  3. Credit for education experience shall be given when evidence of such credit is filed with the District. Such evidence will be in the form of an official transcript or a grade report and should be filed with the business office no later than October 1st. If for some circumstance beyond the control of the bargaining unit member, the college transcripts or grade reports are unavailable and the district has been advised by the college of the credit prior to October 1st, the bargaining unit member shall be granted the allowance for credit. (See note below).
  4. A professional advancement committee consisting of three (3) members appointed by the Association and two (2) by the Administration will be established to evaluate credits from other than four-year colleges.
- D. Out-of-State Credit Bargaining unit members hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.
- E. Classification on the Salary Schedule for experience shall be for the full year. After October 1, no change in classification will be made.

- F. See Appendix A, Salary Schedule.
- G. Traffic Safety Compensation: See Extra Curricular Stipends, Appendix C.
- H. Additional Time and Responsibility
- I. Professional Responsibility

The South Whidbey School District and the South Whidbey Education Association agree and affirm the following beliefs:

- a. The success of the South Whidbey School District is dependent upon hiring and retaining the highest quality certificated staff.
- b. Providing a quality education for students requires from certificated staff a commitment to the profession beyond the base contract, normal workday hours and school year.
- c. State law allows additional compensation for additional time, additional responsibilities, or incentives (TRI).
- d. The additional commitment required of South Whidbey certificated staff cannot be accurately measured in hours or days.
- e. The time necessary to fulfill any one certificated staff member's responsibilities will vary from that of another, as determined by the individual's own professional judgment.

I .A. Level of Service. The District recognizes that employees provide a professionally responsible level of service in the following areas which is above the basic contract:

- a. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. Building activities outside of the workday, such as fall and spring open houses, curriculum nights, parent education nights, school and community functions, and concerts.
- c. Self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- d. Grade level, department, building and/or District commitments, task forces, processes, and activities; and
- e. Fulfillment of basic contract expectations that may fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, and communicating with parents and students.
- f. Working with technology related to education. Staff will be expected to maintain a web presence on the District website with at least up to date contact information to ensure regular communication with District colleagues, families, students, etc. Staff will be expected to maintain grades in a timely and regular manner to enable parents to view student progress throughout the year via the District- adopted electronic gradebook, this includes Skyward (or its equivalent). Staff will remain current on the use of classroom technology as needed to effectively meet the expectations of their position with the District. Four (4) hours of training outside of school hours, as determined by the staff member, must be completed annually.

## **Additional Time and Responsibility**

### **1. Additional Time**

The work year calendar shall include four (4) non-instructional workdays beyond the 180 day student school year to support professional learning and professional

practice. The use of the time on these non-instructional workdays shall be as described below.

- a. One (1) District directed day scheduled prior to the first student day of the year.
- b. One (1) non-student District or staff directed day, depending on the distribution of half days (which shall be equally directed by staff and district- See IV Section 12A), scheduled on a date to be mutually determined by the parties. This day may occur in such increments as agreed upon by the parties.
- c. Two (2) non-student, staff directed staff development/assessment and curriculum days scheduled at the end of each semester on a date to be mutually determined by the parties.
- d. The configuration of these additional work days, early release days, and half days, will be determined annually in a Letter of Agreement between the parties.
- e. Leaves described in Article V shall be available for on these workdays.

If the parties mutually agree to alter the above configuration of days during the life of this Agreement, such agreement shall be reduced to writing with a clearly defined duration.

## **2. Financial Arrangements**

- a. Three (3) of the days in subsection 2 shall be compensated on the base contract, provided these days will not be counted towards the maximum allowable base salary.
- b. The District will provide additional compensation as defined in Appendix B.1, Professional Responsibility Compensation Schedule and Appendix B.2, Additional Work Days, as an incentive to provide the additional services required of all certificated staff members in the South Whidbey School District outside of the basic contract as described in 2 above, which enriches the program of basic education. This additional compensation will be paid via a supplemental TRI contracts and will include payment for:
  - i. One day of time paid at the employee's annual per diem rate.
  - ii. \$2,000 for technology responsibilities per Article VI, Section 1, H, 1.A, f. This pay will be contingent on the passage of the District's Capital Projects Levy.
  - iii. Additional professional responsibility equaling 5% of the employee's base salary.
- c. Employees will have the option to be paid for this professional time and responsibility compensation in two (2) equal payments in November and May, or in equal amounts divided over twelve months.
- d. Part-time employees will be compensated in the same ratio that their service bears to full-time service. For the purposes of this section, full-time employees are those employees with a 1.0 FTE contract. Employees who complete ninety (90) days of work during the scheduled calendar year shall receive 100% of the professional

responsibility stipend (subject to pro-rating for part-time service per the above). Employees who work less than ninety (90) days of work during the scheduled calendar year shall receive an amount pro-rated to reflect the number of days worked (subject to pro-rating for part-time service per the above).

- e. Each employee shall submit to the District by June 30 the designated reports for verification of completion of this responsibility. Adjustments for the number of hours actually worked shall be made as needed.
- f. Funds not used during the contract year for which they were budgeted will not carry forward into the following contract year.
- g. The individual employee's placement on the TRI salary schedule contained in Appendix A is the same as the employee's placement for the years of service and educational credits on the basic salary schedule contained in Appendix A.
- h. In the event the District's maintenance and operations levy fails twice the District and the Association will meet to negotiate the impact on this section.

Check this: Needed? i. No provision of this section shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law or subject the District to a state-funding penalty.

- j. In the event the legislature increases or decreases District revenue formulas (including but not limited to, levy capacity, levy equalization, the inflationary index, e.g., utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this agreement at the written request of the District or Association to negotiate the impact of such legislative actions.
- k. Annually the District will provide the Association and each employee with base, supplemental salary, and stipend schedules as soon as these have been updated.
- l. To support the participation of part-time staff in professional development activities identified by either the principal or the employee as a priority, part-time employees shall be compensated at per diem for attendance and participation in District provided professional development activities beyond their regularly scheduled day as follows: for each hour of attendance at a District provided professional development activity worked at the principal's request, another hour may be worked at the employee's discretion during scheduled teacher or District-directed release time. Hours will be documented on a District time-summary form.

I. Additional Compensation: The District shall compensate employees for curriculum work as follows:

- 1. Curriculum work shall be defined as any work designed by the District to be conducted at times in a manner as determined by the District and the affected staff which is for the purpose of improving instruction. Said work shall be in addition to work normally construed to be part of the bargaining unit member's regular assignment. All such work shall be completely voluntary and shall be compensated at .00085 of the salary schedule base per hour.



2. Staff shall receive additional compensation at the curriculum rate provided in this section for required group activities and/or attendance at building meetings which are held during the non-school day between semesters.
3. Each teacher assigned to a Comprehensive Evaluation shall be paid for up to fifteen (15) hours of work outside of the school day, provided the teacher will submit documentation of their Comprehensive Evaluation activities for verification and approval of the principal. Pay will be at the curriculum rate. The total number of teachers on comprehensive will not exceed twenty-five percent (25%) of the total FTE of eligible members. Twenty-five percent (25%) may be exceeded with prior written approval of the Superintendent.

J. Overload:

1. When a bargaining unit member is assigned responsibility to teach an additional course in lieu of his/her planning and preparation period, he/she shall be compensated an additional 1/5 (or 1/6) of his/her regular salary, depending upon whether he/she regularly teaches five (5) or six (6) classes.

All bargaining unit members interested in being considered for an overload shall notify the building principal immediately at the opening of the school year.

2. Staff may opt to supervise students during planning or lunch (when scheduling prevents a duty free lunch or uninterrupted planning period) only when discussion with the supervisor has occurred and supervision is mutually agreed upon between the teacher and supervisor. When this occurs, the District will: (a) Compensate this lost time at the employee's per diem, or (b) provide equivalent sub time; the choice shall be at the employee's discretion. Affected staff will be consulted regarding the student supervision schedule and plan during the first fifteen days of each school year and/or in the event of a schedule change or addition of students within five days so as to define the supervision plan.
3. Additional days shall be provided for Special Ed employees with excessive tasks (such as portfolios, reports, IEPs, etc.) at the Special Ed Director's discretion.

K. Type II Drivers License: An employee who completes training for a Type 11 drivers license in order to qualify as a driver for district vans will be compensated for the time spent in direct training activities at a rate equal to .0007 of the salary schedule base.

L. National Board for Professional Teaching Standards (NBPTS) Certification and Equivalency.

1. \$815 will be reimbursed for all SWEA staff who incurs expenses associated with the National Board certification process.

2. Employees who achieve National Board for Professional Teaching Standards Certification shall receive the base (not high-poverty component) stipend as authorized and funded by the State. The stipend will be paid annually, in a lump sum, through a supplemental contract no later than August 31<sup>st</sup>.

3. For as long as the State of Washington offers an annual stipend for NBPTS certification, the District will offer an equivalent stipend to Educational Support Associates covered by this bargaining agreement who attain national certification from the following national boards:

- Nationally Certified School Psychologists (NCSP)/National Association of School Psychologists (NASP)

- Certificate of Competence in Speech-Language Pathology (ASHA-CCC) / American Speech Hearing Association (ASHA)
- Occupational Therapist Registered (OTR)/The National Board for Certification in Occupational Therapy (NBCOT)
- National Board-Certified School Nurses (NBCSN) /The National Board for Certification of School Nurses (NBCSN)

## **VI - Section 2: PAYROLL DEDUCTIONS**

All salaries are subject to payroll deduction for:

1. State bargaining unit members or State Employment Retirement System.
2. Withholding Tax.
3. FICA

In addition, the District will make payroll deductions and disbursements, when authorized by the bargaining unit member for the following purposes:

1. Additional withholding tax.
2. Medical or insurance programs.
3. Payments to bargaining unit members' Credit Union.
4. Dues for professional or labor organizations.

Deductions for purposes not itemized above may be authorized by the bargaining unit member subject to approval by the District.

## **VI- Section 3: PAYMENT PROVISIONS**

A. All bargaining unit members 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 on the last business day of each month. The district will provide a payment schedule for the year no later than September 15th outlining payment dates as well as procedure for receipt of payment.

B. All compensation owed to a bargaining unit member who is leaving the District, shall, upon request, be paid on the last business day of the month.

C. In the event of a mistake in payment resulting in underpayment, corrections shall be made as quickly as possible.

## **VI – Section 4 : Extra-Curricular Stipends and Compensation for Extended Days**

The Extra Curricular Schedule (See Appendix C)

Members of the SWEA bargaining unit shall be considered first for all extra-curricular stipends contained in this Agreement prior to considering external applicants.

Extra-curricular stipends are contained in Appendix C of this Agreement and will increase annually by the state's annual inflationary adjustment factor, based on the state Implicit Price Deflator (IPD).

Compensation for extended days is contained in Appendix D of this Agreement. Extended days are paid at the employee's per diem rate of pay.

## **VI - Section 5: TAX SHELTERED ANNUITIES**

The District shall permit payroll deductions for the tax-sheltered annuities.

## **VI- Section 6: SUMMER SCHOOL**

Summer school teaching shall be compensated at the employee's normal per diem rate of pay.

## **VI - Section 7: TRAVEL**

Bargaining unit members authorized to utilize their private automobile to travel on school business, except members' workshop days, shall be compensated at the rate provided by the IRS per mile. All members who, by nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the rate provided by the IRS per mile.

## **VI - Section 8: INSURANCE BENEFITS**

### **A. Intent**

1. The terms set forth in B-F of this Section are not intended to provide benefits in excess of the minimum required by SEBB as set forth in the controlling WACs.

### **B. School Employees Benefit Board (SEBB) Program Coverage and Benefits**

1. Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the HCA's eligibility requirements. Payroll deductions for eligible employee premiums shall be made in the month in which the benefit is received.

2. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
3. The District will provide employees with such benefits as are required through SEBB, currently including:
  - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
  - b. Basic Long-Term Disability insurance
  - c. Vision insurance
  - d. Dental insurance including Orthodontia
  - e. Medical plan insurance
4. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
5. Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance provided they are not covered by another eligible plan (for example, through spouse).
6. Employees may utilize payroll deduction for any supplemental insurance approved by SEBB for payroll deduction.

### **C. Eligibility**

1. The District and SWEA agree to the following provisions currently set forth in WAC 182-31-030:
  - a) Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
  - b) Routinely monitor all employees' work hours to establish and maintain eligibility. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
  - c) Inform the Association in writing when employees become eligible (added), are deemed ineligible (removed), or when an employee's status otherwise changes based on the employee's work patterns.
2. The District and SWEA agree to the following provisions currently set forth in WAC 182-31-040:
  - a) All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work the required number of hours to

meet the SEBB eligibility criteria in WAC 182-31-040, so long as they maintain an employment relationship.

- b) Employees who have satisfied the school employee eligibility criteria in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
  - c) Should an employee who previously was not expected to be eligible for benefits under SEBB become eligible, benefits will begin the following month.
  - d) Employees hired too late in the year to reach the required number of eligibility hours will be provided benefits coverage if they are: a) anticipated to work enough hours to meet eligibility in the next school year, and b) anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.
- 3. Once eligibility is established, it shall be maintained for the remainder of the eligibility year in accordance with WAC 182-31-050.
  - 4. The District will not sever the employment relationship with substitute employees to avoid initial or ongoing benefit eligibility. The District and Association agree this provision is not intended to provide additional due process rights to substitutes.
  - 5. All hours worked in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, extended, supplemental, and extracurricular contracts reported to the Department of Retirement Services on an hour worked basis.

#### **D. Benefit Enrollment and Continuity of Coverage**

- 1. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
- 2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above. Provided, the District will not incur additional cost in the event that the new employee allowed coverage to lapse prior to being hired.

#### **E. Leaves of Absence**

- 1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits as defined in WAC 182.

2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave.

#### **F. Benefit Termination**

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Exceptions may occur depending on effective date of resignation.
3. Self-Pay Continuation Coverage Options: The District will communicate the options available to employees under the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07).

#### **G. Additional Benefits**

1. The District shall make available to employees an Employee Assistance Program through a provider mutually acceptable to the District and SWEA, if approved by SEBB.
2. The District and Association agree to participate on a year to year basis in a VEBA program for employees:
  - a) Separating from employment and who are eligible for sick leave cash-out under WAC 392-136-020 and WAC 392-136-025
  - b) Who have accumulated 180 or more days of sick leave and who are eligible for sick leave cash-out under WAC 391-136-015.
3. The District and the Association shall meet to consider supplemental insurance programs as allowed by SEBB.

#### **H. Additional Modifications**

1. The District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee's Benefit Association (VEBA) Trust for Public employees in the State of Washington. The District agrees to provide direct employer contributions to the plan in the amount of \$113.00 per month, per employee which shall be contributed on a monthly basis on behalf of SWEA members.
2. The District will pay up to \$5.00 per month, per employee, for an employee assistance program.

## **VI - Section 9: SPORTS PASS**

Staff passes to all district events (to include staff and immediate family) will be available for \$5.00 per year.

## **VI- Section 10: JOB-RELATED INJURY**

Employees are provided insurance for job-related injuries, including assault, through the Washington State Department of Labor and Industries. Information regarding claims is available from the Payroll Office.

## **VI-Section 11: TEMPORARY ADMINISTRATIVE DUTIES**

When the principal and other administrators are absent from a building, they may appoint a unit member to temporarily be responsible for necessary administrative tasks. Unit members will be compensated for these extra duties and will receive fifty dollars (\$50.00) per day in addition to their regular pay.

# **ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

## **VII - Section 1: CALENDAR - (Appendix K)**

Annually, by Oct 1, the Superintendent will prepare several possible calendars for study purposes. These calendar options will be reviewed with principals, Association representatives, parents and other district employees to solicit their input.

In December, the District and the Association will open negotiations to agree upon a recommendation to the board for the following year.

The board shall be asked to adopt a calendar or calendars at the January meeting, or as soon thereafter as possible.

## **VII - Section 2:**

### **WORK DAY**

1. Regular building hours for employees covered by this Agreement shall not exceed 7 hours, 30 minutes.
2. Within the work day as outlined above, each employee shall be granted a minimum of thirty (30) continuous minutes of duty-free lunch.
  - a. Bargaining unit members in grades K-5 shall be granted a minimum of 45 minutes of uninterrupted preparation and planning time daily exclusive of WAC time.
  - b. Bargaining unit members in grades 6-12 shall be granted one instructional period per day for preparation and planning exclusive of WAC time.

3. WAC time will continue to be used in a traditional manner to ensure parental access, planning, and other uses that are necessary from time to time.
4. Elementary specialists not required to supervise and/or be available to students before and after school may be scheduled for preparation time during those periods provided the forty-five (45) minute periods are uninterrupted and other wise duty free. At the elementary schools, two hours of clerical help will be provided each morning to assist bargaining unit members in the preparation of materials.
  - a. Bargaining unit members who are required in the course of their employment to travel between campuses shall be scheduled to provide sufficient time for such travel, not to be taken from duty-free lunch or guaranteed preparation time.
  - b. If the District requires a bargaining unit member to cover classes for an absent bargaining unit member during their preparation period, then said assigned bargaining unit member shall be paid at the hourly curriculum rate for actual time worked.
  - c. The elementary bargaining unit member's day shall be free of outdoor and lunchroom supervision duties during lunch and/or recess periods.
5. No bargaining unit member shall be required to work longer than 7 hours and 30 minutes per day except that:
  - a. The district may require employees to attend two (2) evening functions per year, assignments to which shall be equitable among employees in a building, taking into consideration the special interests of the employee and allowance for last minute changes caused by an unforeseen emergency.
  - b. Attendance of staff at faculty meetings is reasonably expected as part of their professional duties. Meetings identified as mandatory shall be limited to one (1) per month and may extend no more than one hour beyond the regular work day unless mutually agreed.
  - c. Attendance of all staff is expected at (2) Open Houses/Curriculum Nights or similar activities such as parent conferences that are scheduled more than thirty (30) days in advance other than during the month of September. Any unit member who is unable to attend because of illness or emergency as defined in Article V is expected to inform the principal as soon as possible.
  - d. By mutual agreement the District and an individual employee assigned as an ESA may modify the work day to accommodate a flexible schedule. Scheduled work hours may not exceed the 35- hour work week or the appropriate pro rata portion thereof based on the employee's FTE. A flexible- hours schedule may include an extended work day (e.g., a ten-hour day) or the option to work from home. Such alternate schedule arrangements must be pre-approved by the employee's immediate supervisor and superintendent. Flexible hours will not exceed 20% of the employee's FTE. The agreement shall not exceed one year but may be reauthorized by agreement of all parties.



## **INVOLVEMENT IN SCHEDULE CHANGES**

When structural changes to the building master schedule are contemplated or proposed (e.g. moving from five period day to six period day), impacted staff will be provided the opportunity to be involved in the discussion and planning of those changes. Staff are also encouraged to proactively bring schedule questions and suggestions to their administrator. The intent of this provision is to create a collaborative conversation between staff and administration around scheduling at the earliest reasonable opportunity.

## **VII - Section 3: SUBSTITUTES FOR SPECIALISTS AND SPECIAL EDUCATION**

1. Substitutes will be provided for specialists at the elementary schools.
2. Each special education teacher, SLP, OT, or PT shall receive either ten (10) days paid at the employee's per diem rate or ten (10) days of substitute time, or a combination of these, at the employee's discretion, for paperwork, parent meetings and preparation responsibilities. See also Appendix D.

## **VII - Section 4: EMPLOYEE FACILITIES**

Each building shall have the following facilities and equipment for the use of bargaining unit members in that building:

1. Adequate space in each classroom to safely store instructional materials and supplies.
2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A furnished faculty lounge separate from any work area and equipped with a telephone line and instrument
4. A serviceable desk and chair and filing cabinet of adequate size in each classroom.
5. A communication system between classrooms and the main office.
6. A separate and private dining area.
7. An adequate number of keys will be available to check out. No bargaining unit member can lend a checked out key to any other person. Individuals who lose or misplace keys will reimburse the District for replacement costs pursuant to the terms of the South Whidbey School District Key issue form.
8. An adequate part of the parking lot at each school will be reserved for bargaining unit member parking.
9. With the permission of the building principal, classrooms may be used by bargaining unit members, or by supervised student groups, in conjunction with authorized special meetings provided the bargaining unit member in charge is responsible for the proper policing of the area after its use.

## **VII- Section 5: SAFE WORKING CONDITIONS**

1. Bargaining unit members shall not be required to work under unsafe or hazardous conditions as defined by Washington Industrial Safety Health Administration or to perform tasks, which endanger their health and safety. Bargaining unit member attendance shall not be required whenever students' attendance is not required due to inclement weather.
2. The parties to this contract agree that students and staff deserve and should have a safe and secure environment in order to pursue learning. To that end, if any unit member has a reasonable fear that the safety or physical or emotional security of students or staff may be or is threatened, they should take immediate and appropriate action by notifying their administrator or other appropriate District administrator.
  - a. Threats by students:
    - i. If a student has threatened the bargaining unit member or student(s), the student making the threat will immediately be excluded from the class or the vicinity. The bargaining unit member will immediately notify the administration of the threat and any action taken.
    - ii. Before the student is re-admitted to the class or any class, a conference will be held after school or as soon as possible between the teacher, principal, and other appropriate parties to determine appropriate actions. The student may be re-admitted after the threat no longer exists and all parties have agreed to a plan of re-admission.
  - b. Threats by others:
    - i. If an adult or non-student has threatened a bargaining unit member or a student, the bargaining unit member shall immediately report the threat to the principal.
    - ii. Employees with any questions about Sexual Harassment or Hostile Work Environment conditions should refer to Employee Handbook or School Board Policy #3207, which is available at each building or at the District Administrative Office. A complaint form is available through Human Resources. (Change made 3-15-10)

## **VII- Section 6: REDUCTION IN FORCE**

### **A. INTENT**

In so far as possible, it is the intent of the parties to develop and maintain a fair and orderly process for reducing and recalling staff that prevents favoritism or bias in the selection of employees who will be retained, recalled, transferred, etc. The parties recognize the reduction in force process inherently requires the employer to make choices when determining its programmatic needs. Examples include the reassignment and/or transfer of employees necessitated by a reduction in force and/or as staff is recalled. Different choices may result in different outcomes with respect to where employees are placed, which employees are retained, recalled, etc. Since the parties recognize the difficulty of conclusively establishing the motivation behind a given choice, we therefore agree, as a

matter of good faith, that in making these choices the employer's intent shall not be to deliberately disadvantage a particular employee as a matter of favoritism or bias. The District will make every attempt to minimize disruption by retaining current employee assignments throughout the RIF process. However the parties recognize this is not always possible.

## **B. PROCEDURE**

If it becomes necessary for the District to reduce the number of certificated employees due to lack of funds, or reasons other than inadequate performance or disciplinary action, the determination of those certificated staff to be retained shall be made on the basis of certification and seniority in that order. The following procedure will be used:

### **The District shall:**

1. Prior to January 15th of each year, provide each certificated employee with a statement of their years of certificated public school service in accordance with Paragraph C (seniority) herein, as recorded in their District personnel records. Each certificated employee shall, prior to February 15th, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service in accordance with Paragraph C herein. If the statement is not returned by February 15th of the current year, the statement shall be deemed correct. The final seniority list will be published and distributed to employees and the Association by March 1st.
2. Determine, as accurately as possible, the total number of certificated staff known as of April 15th to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
3. Upon determination of educational programs, services, and activities to be retained, assign employees to appropriate positions subject to the provisions of this agreement and state law and state regulations.
4. No later than April 15th make an initial determination of probable cause under RCW 28A.405.210 and 220 and identify the names of any certificated employees whose contracts will tentatively be non-renewed for the ensuing school year. This will be done on the basis of certification and seniority as described in Paragraph C hereof and shall be furnished to the recognized certificated employees' organization and any affected certificated employees. Any such certificated employee on the list, may, in writing, within five (5) days of receipt of the list, file with the Superintendent their objection to the ranking order and may request consideration for modification of the same provided such individual includes in their written request a full statement as to the facts in support of their contention that the list be modified. If the Superintendent rejects the individual's request

for modification of the list, he or she shall so notify such individual and the recognized certificated employees' organization within five (5) days thereafter.

5. No later than May 15th identify the names of certificated employees to be terminated under the District's reduced program and services, provide a list of said employees to the recognized certificated employees' organization, and provide appropriate notification to affected employees in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

### **C. DEFINITION OF CERTIFICATION**

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

An employee shall be deemed qualified for a position if they hold the required certificate. To ensure that the certificated employees recommended for retention will be qualified to implement the education program determined by the District, all certificated employees must possess valid Washington State certificates as may be required for the position(s) under consideration.

### **D. DEFINITION OF SENIORITY**

The District shall retain those employees with the longest period of service as a certificated public school employee on a seniority basis as provided below.

1. "Seniority" shall mean the number of years of certificated experience in the Washington Office of the Superintendent of Public Instruction or in any Washington educational service district or common school district recognized by the State for salary funding purposes, rounding to the nearest tenth. Employees on leave will have that seniority credited to them at the time they discontinued active service to the District, unless otherwise provided in this Agreement. Bargaining unit members previously granted credit for leaves of absence shall not lose such credit already granted, but shall be treated as per this provision in regard to future leaves.

2. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preferences.

3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing,

by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing, at least 48 hours prior to the time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association in attendance.

## **E. LEAVES**

Upon determination that the involuntary termination of certificated employees will be necessary, certificated employees not terminated shall be invited to apply for one-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the district if the granting of such leave should make it possible to grant a one-year contract under RCW 28A.405.900 to a terminated employee from the employment pool, referred to in Paragraph A, 5. A certificated employee accepting a one-year contract under RCW 28A.405.900 will not lose their rights in the employment pool, and said employee shall be given the next available regular position for which they qualify under subsections B and E. Employees taking one-year leaves of absence shall be responsible for providing the district with mailing addresses and any changes thereof during their leave period. The employee on leave will be required to notify the District office by letter of their desire to return to a teaching position for the next ensuing year by February 15th of the year in which the leave will expire.

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee who receives a special leave of absence under RCW 28A.405.210 or the grievance procedure contained in the Agreement.

## **F. RECALL PROCEDURE**

Any certificated employee receiving written notice of contract non-renewal pursuant to the provision of this section shall be placed in an employment pool for possible re-employment until such time as either the affected employee turns down employment equal to or greater than they were reduced from, or the affected employee fails to notify the District of their acceptance of an offered position within ten (10) days from the date of mailing of the job offer as in E. 3 below. It is expressly understood that the failure of an employee to accept a less than full-time, full-year position under a contract covered by RCW 28A.405.900 shall not remove an employee from the employment pool.

Employment pool personnel will be offered any position that becomes available that they are certified for. If more than one such employee is certified for an open position, the criteria set forth in Paragraph C shall be applied to determine who shall be offered the position.

In the event that programs are restored, or positions are available, the Board shall follow the following procedures when recalling employees:

1. All qualified employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by seniority and certification.
2. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.
3. Certificated employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time certificated, employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all certificated employees (full and part-time) with greater seniority.
4. When a vacancy occurs for which any such person in the employment pool is qualified, notification from the school district to such individual will be by certified mail sent to employee's last known address, or personal written contact by the Superintendent or their designee. Such individual shall have ten (10) days from date of mailing or personal written contact to accept the position, whichever shall occur first.
5. An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31 of the year the employee is laid off. Such employment status may be extended upon employee request at the discretion of the Board.

#### **G. Layoff Benefits:**

All rights to which a certificated employee was entitled at the time of their layoff including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to the certificated employee upon their return to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education.

Substitute teaching positions shall be offered to interested teachers in the employment pool, on a rotating basis giving first consideration to qualifications and seniority before any other person is offered such a position.

### **VII - Section 7: AUXILIARY PERSONNEL**

#### **A. Assignment:**

Auxiliary personnel shall be assigned in such a manner as to make clear to which bargaining unit members they are responsible.

Auxiliary positions shall not be assigned to a classroom without the mutual approval of the supervising bargaining unit member and building principal.

### **B. Relationship to Certificated Employees:**

Auxiliary personnel shall not be employed to relieve bargaining unit members of their teaching responsibilities, nor to change the over-all student-to-bargaining unit member ratio.

Any auxiliary personnel involved in the classroom teaching situation shall be under the supervision of a certificated classroom bargaining unit member.

Under no circumstances shall auxiliary personnel be delegated the following responsibilities:

1. prescribing courses of study;
2. directing and/or controlling the studies of pupils;
3. evaluating a pupil's educational growth and development other than through informal communications to the supervising bargaining unit member;
4. making reports to parents, guardians or school administrators, with respect to a pupil's educational growth and development;
5. making reports to parents, guardians or school administrators with respect to any bargaining unit member or other certificated employee's competency, level of preparation, classroom discipline, working environment or any other aspect related to the evaluation of bargaining unit members;
6. prescribing disciplinary action relating to pupils;
7. excusing pupils from attendance or participation in any classroom or school related activity, and
8. acting in any capacity relating to instruction without the direct supervision of a bargaining unit member;

### **C. Applicability**

The provisions contained herein shall be applicable to all auxiliary personnel, whether they are employees of the District, volunteers or trainees.

## **VII - Section 8: WORKLOAD**

### **Class Size and Mix**

1. The District shall, to the extent possible, equalize class size and mix among teachers of the same grade level within the same elementary building to insure the best possible learning environment. At the middle and high school level, the District shall, to the extent possible, equalize class sizes and mix among teachers of similar classes to insure the best possible learning environment.
2.
  - a) The recommended class size for any grade level shall be:
 

23 students	K
26 students	1-2
26 students	3-5
  - b) For grade 6 the recommended maximum number of students assigned to any bargaining unit member during the normal teaching days shall be the equivalent of 27 per teaching period. For grades 7-12 the recommended maximum number of students assigned to any bargaining unit member during the normal teaching day shall be the equivalent of 28 per teaching period.
  - c) Traditionally large instructional programs such as music, P.E., etc. shall be exempt from these provisions. In the case of team-teaching programs, the recommended numbers shall be considered student/bargaining unit member ratios rather than class size.
  - d) The maximum number of students in science lab classes shall be equal to 4 times the number of lab stations except that no more than two lab stations per science class may have five students. The maximum number of students for purposes of overload will be 28. Computer lab classes shall be one student to one computer.
  - e) The recommended number of students assigned in K-5 instructional specialist programs such as music, P.E., computer, and art shall be 234 students per day.
  - f) If the total number of children or the mixture of students in a resource room or self-contained special education class or general ed. classroom is creating an inappropriate learning environment, the affected bargaining unit member(s) may request that the principal and building leadership team or designees shall meet to explore the concerns and possible solutions with the Superintendent.

### **Overload Process**

1. If any of the conditions detailed in step 2 above occur, the principal and building leadership team members or designees shall meet to explore the concerns and possible solutions. The principal shall then meet with the Superintendent to review the recommendations.
2. If any of the following conditions occur and no solution has been achieved in the previous step, the affected bargaining unit member(s) will be compensated at a rate of \$125 per student per month as follows:
  - a. The recommended or maximum class size at grades K-12 (see pg 34, 2a and 2b) is exceeded by 3 (e.g. 23 (recommended class size) + 3 students = 1 x \$125 per month; + 4 = 2 x \$125 per month, etc.); or



- b. At grades K-6 an individual class is more than three (3) above the average and the average is not less than recommended; or
  - c. The recommended or maximum class size for a science lab class (see pg. 35, 2d) is exceeded by two (2).
- 3. An Educational Staff Associate determines that their individual workload is causing an inability to provide appropriate services, and/or if a K-5 instructional specialist's program or total caseload exceeds 260 per day, the affected bargaining unit members(s) may request that the Superintendent consider possible solutions including a rate of compensation comparable to that set forth in 2 above. (See Class Size and Mix, pg. 35, 2.f.)
- 4. Special Education IEP Caseload Targets. Special education overload relief will be provided as follows:

The District will provide overload pay when a special education teacher's caseload exceeds the IEP target number for a given teaching assignment in the table below.

Teaching Assignment	Overload Target and Relief 2021-2022	Overload Target and Relief 2022-2023 and 2023-2024	Overload Target and Relief 2024-2025
Resource	25 \$0 a year per student	25 \$300 a year per student	25 \$500 a year per student
Life Skills/Intensive Support	12 \$0 a year per student	12 \$300 a year per student	12 \$500 a year per student
Behavior/Connections	12 \$0 a year per student	12 \$300 a year per student	12 \$500 a year per student

## **VII – Section 9**

### **Instructional Improvement Incentive Program**

- A. Each employee will be allocated \$400.00 annually for instructional improvement. This amount will be prorated by an employee's contracted FTE. Requests for Instructional Improvement Incentive Funds will be submitted to the principal in advance of expenditures. Upon the principal's approval of the project or activity, each employee will be reimbursed for actual costs up to their cumulative available balance per D., below. The decision of the principal to approve or disapprove the proposed project or activity shall be final and not subject to the grievance procedure. It is the intent of this provision to approve all requests which meet the purpose set forth in B., below.
- B. Reimbursement may include tuition, registration fees, travel expenses, materials, projects or activities to improve instruction, regular course work required to maintain his/her certificate, and equipment purchased as part of the approved plan.
- C. Employees working on group/collaborative projects, at their option, may combine all or portions of their collectively available instructional improvement incentive funds for mutually beneficial activities as described above. Proposals to combine these resources

must be made in writing and include a clear accounting of expenditures and balances of the "teamed" instructional incentive funds, signed by participating employees, and submitted to the District.

- D. An individual may carry-over unused Instructional Improvement Incentive Funds from year to year, up to a value of \$1,200.

#### Attendance at National Conferences

Each year opportunity will be provided for one bargaining unit member at K-5 and one at 6-12 to attend an approved national conference. The opportunity shall alternate between buildings and any member may apply.

Applications will be due by October 1" and selection will be made by October 15th by a committee consisting of SWEA and district representatives. Attendees will give a written report to the Board within one month of travel, or as arranged.

#### **VII – Section 10**

##### **Professional Communications Standard:**

In addition to utilizing the established procedures for grievance resolution, it is in the best interests of the District and employees to attempt to resolve issues, problems or dissatisfaction with administrative decisions through the use of established channels of communications and management. An employee shall meet with his/her principal or supervisor to communicate concerns. If desired, an employee may have a representative present at any meeting.

In the event such communications are not successful in resolving such concerns, the employee will then meet with the Superintendent. If the issue remains unresolved, the employee may appeal to the Board of Directors. Appropriate and respectful communication shall be considered the norm for the South Whidbey School District.

## **ARTICLE VIII - EVALUATION**

### **Introduction**

It is the intent of the parties to implement the 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.

### **VIII - Section 1 - Provisions Applicable to Evaluation Generally**

#### **A. Compliance and Eligibility.**

For the purposes of this agreement, the terms "classroom teacher," "comprehensive evaluation" and "focused evaluation" shall have the same definitions and meanings as provided in RCW 28A.405.100 and Chapter WAC 392-191A. Classroom teachers who provide academically focused instruction to students and hold one or more teaching certificates shall

be transitioned to the new evaluation model as described above. Certificated support personnel (i.e., ESA, counselors, TOSAs, nurses) shall be evaluated under the standard or alternative evaluation language below. The District and Association shall meet to negotiate, upon the request of either party, the evaluation provisions that will apply to new positions or positions in which the placement is unclear. 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.

**B. Evaluation Placement.**

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. Certificated support personnel shall be transferred from Alternative to Standard evaluation at the request of the teacher or the teacher's evaluator. Such requests must be received by November 1.

**C. Multiple Assignments.**

An employee assigned to more than one school shall be evaluated by one evaluator designated by the Superintendent. Such employees will be informed which administrator is their supervisor and primary evaluator by October 15 of each school year.

**D. External Sources.**

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.

**E. Public Disclosure.**

Individual teacher evaluations are not subject to public disclosure.

**F. Rater Qualifications.**

No teacher shall be evaluated by an evaluator who has not been successfully trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The superintendent will ensure that evaluators are appropriately trained and have demonstrated inter-rater reliability competence.

**G. Documentation of Observations.**

Following any observation to be used for evaluation purposes the evaluator shall promptly document the results of the observation in writing and provide the employee with a copy thereof within three (3) days after such report is prepared.

**H. Conferences.**

Confidential conferences shall occur before and after each observation unless cancelled by mutual agreement of the employee and evaluator.

**I. Employee Signature.**

Employees shall sign a copy of the final evaluation for the District's records and shall be provided with a copy of this signed document. The employee's signature represents only the indication that they are aware of the contents of the evaluation and shall not be interpreted as agreement with the contents or rating. The employee may attach their own comments to the final evaluation which shall become part of the record.

**J. Completion of Evaluation.**

Evaluations shall be completed and signed no later than June 1 of the year in which the evaluation takes place.

**K. Grievances.**

Only a) alleged violations of the procedures outlined in this Article, and/or b) final annual evaluations with an overall summative rating of Unsatisfactory or Basic are subject to the grievance procedure.

**L. 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 VIII, Section 1.2, Evaluation Placement.

**VIII - Section 2 - Provisions Applicable to Certificated Support Personnel**

**A. Procedures**

The procedures in Section 2 shall apply to employees other than classroom teachers as defined in Section 1.1. Employees shall be evaluated in accordance with the established criteria contained in Appendix H, Evaluation Report Form ("Long Form"). Evaluation procedures shall be in compliance with RCW 28A.405.100.

**B. Standard Evaluation ("Long Form").**

The standard evaluation shall include the following steps:

1. Preliminary Staff Collaboration: staff on Standard and Alternative evaluation will participate in District-directed days at which evaluation and the development of student growth goals and measures is discussed or will make alternate arrangements with their supervisor to better fit the needs of their assignment.
2. Scheduled Observations: The evaluator shall conduct two scheduled observations which comply with the minimum time requirements set forth in the law for observing professional practice.
  - a) Prior to the first observation the employee and evaluator shall meet to discuss the professional performance to be observed in the first observation.

- b) A pre-observation conference for the second observation shall occur unless cancelled by mutual agreement of the employee and evaluator.
- c) After each observation, the evaluator shall promptly document and share the result with the employee as required by law. A post-observation meeting to review the evaluator's observation and to discuss the employee's performance shall occur unless cancelled upon mutual agreement of the employee and the evaluator. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
- d) Additional observations may occur as determined necessary by the evaluator or at the request of the certificated support personnel. Informal observations are not required to be pre-scheduled. The evaluator shall promptly document and share a report of such observations with the employee as required by law. If there is an area of concern based upon any such informal observation, the employee 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 employee or evaluator. Department or professional meetings may be used for Informal Observations.
- e) In the event any observation report indicates the employee has serious performance deficiencies in one (1) or more areas defined in the evaluation criteria, the evaluator shall include expectations for improvement.
- f) The final formal observation shall occur prior to May 1.
- g) A final, written evaluation reflecting all observations and other supporting documents used during the evaluation process shall be completed for each employee by the evaluator, discussed with the employee, and signed prior to June 1.

### **C. Alternative Evaluation Procedures: "Short Form" and "PGO"**

- 1. Two alternatives to the Standard ("Long Form") evaluation, "Short Form" and "Professional Growth Option" (PGO), shall be available to eligible employees subject to the following criteria and procedures:
- 2. Eligibility
  - a) Employees with four (4) or more years of satisfactory evaluations in the South Whidbey School District are eligible to participate in either of the Alternative Evaluation Formats: Short Form or PGO.
  - b) A Standard evaluation must be completed at least once every four (4) years.
  - c) Employees on an Alternate Evaluation whose final evaluation indicates a need for improvement in one or more areas shall be observed and evaluated for the next school year on the Standard observation and evaluation procedure.

- d) No employee subject to the Alternative Evaluation procedures shall be placed on probation, nor shall the results of the written report be considered as probable cause for non-renewal of the employee's contract.

#### **D. Professional Growth Option**

1. A certificated support employee and evaluator may utilize a Professional Growth Option as an alternative to the Standard evaluation process. This optional evaluation model is available to employees in one (1) to three (3) year increments. Every fourth (4th) year the Standard observation and evaluation procedures will be used.
2. For purposes of this Professional Growth Option, evaluation requirements are defined as an observation(s) totaling an annual minimum of sixty (60) minutes observing the certificated employee in the performance of their assigned professional duties. These professional duties may include those identified in their Professional Growth Option goals which may or may not include direct classroom observation.
3. Upon the request of either the employee or the evaluator, the professional growth process will be discontinued and the Standard evaluation process will be used. If the evaluator requests that the employee be returned to the Standard evaluation process, such request shall be subject to a direct classroom observation or series of observations indicating that the employee is not meeting the minimum evaluation criteria. Such requests must be received by November 1.

### **VIII - Section 3 - Provisions Applicable to Classroom Teachers**

#### **A. Evaluation Type**

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 six years.
2. A "focused evaluation" is 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

## **B. 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.
  - b. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
  - c. 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.
  - d. Not satisfactory shall mean:
    - i. Level 1 – Unsatisfactory. Receiving a 1 is not considered satisfactory performance for all teachers.
    - ii. 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.
  - e. 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.

## **C. State Criteria and Instructional Framework**

Each employee shall be evaluated in accordance with the established State criteria. 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.

Instructional Framework: the parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The instructional framework is incorporated in this Agreement by reference.

#### **D. Comprehensive Evaluation**

A Comprehensive Evaluation must be completed at least once every four (4) years.

The comprehensive evaluation shall include the following steps:

1. 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.
2. Student Growth Goal Setting Conference. Prior to the first observation the teacher may collect and prepare artifacts of professional performance to be initially considered by the evaluator. The teacher shall develop draft student growth goals and share them with his or her evaluator. The teacher and evaluator shall then meet to discuss the student growth goals and initial artifacts.
3. Pre-Observation Conference. Prior to the first observation the teacher and evaluator shall meet to discuss the class or professional performance to be observed in the first observation.
4. The Student Growth Goal Setting and Pre-Observation Conferences may occur separately or concurrently as determined by the teacher and evaluator.
5. Scheduled Observations. The evaluator shall conduct two scheduled observations which comply with the minimum time requirements set forth in the law for observing professional practice relevant to the instructional framework. A pre-observation conference for the second observation may be cancelled by mutual agreement of the teacher and evaluator. After each observation, the evaluator shall promptly document and share the result with the teacher as required by law.
6. Post-Observation Conference. A post-observation conference to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance shall occur unless cancelled by mutual agreement of the teacher and the evaluator. This conference shall occur within ten school days of the observation. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing. The final formal observation shall occur prior to May 1. Employees shall be notified of deficiencies that could affect their continued employment during post-inquiry conference meetings. The intent of such notice is to provide ample time for the employee to improve their performance.
7. Additional Observations. Additional observations may occur as determined necessary by the evaluator or at the request of the teacher. Informal observations are not required to be pre-scheduled. The evaluator shall promptly document and share a report of such



observations with the teacher as required by law. If there is an area of concern based upon any such 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. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.

8. Preliminary Summative Score. 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.
9. Final Summative Score and Conference. 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. A meeting to discuss this score will occur but may be cancelled by mutual agreement of the teacher and evaluator.
10. If the evaluator judges the teacher to be below proficient, the evaluator must provide evidence to support this conclusion.

#### **E. Focused Evaluation**

1. 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 five years, subject to the terms set forth in RCW 28A.405.100.
2. 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.
3. 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) The professional growth activity 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 summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focus summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 Distinguished score may be awarded by the evaluator.

- 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.
- G. Summative Rating and Criterion Scoring
- l. A classroom teacher 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:
    - a. 8-14- Unsatisfactory
    - b. 15-21- Basic
    - c. 22-28 - Proficient
    - d. 29-32- Distinguished
- 2. The overall criterion score will be determined by taking the mean of the component scores and rounding to the nearest whole number using conventional rounding rules. When a final criterion score includes a fractional number, scores with fractions below 0.5 will be rounded down; scores with fractions of 0.5 or above will be rounded up.
  - 3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
  - 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.
- H. Student Growth Goals
- 1. During the Student Growth Goal Setting Conference the employee and his/her evaluator will discuss identified student growth goals, assessments used to measure identified goals, and the points in time at which the baseline and assessment of growth will be measured. The teacher and evaluator will make every effort to reach consensus regarding final goals, subject areas for goals, assessments, and Criterion 3 sub-group composition. 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/or 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.
    - a) Teachers on a comprehensive evaluation shall identify a student growth goal for Components SG-3.1 and SG-6.1.
    - b) Teachers on a focused evaluation shall identify a student growth goal. If the employee chooses criterion 3, 6, or 8, the student growth components from the criterion will be used. 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) 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. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress. The Student Learning Goal Writing is a resource to assist staff in the development of student growth goals and identification of related assessments. The parties have included this resource in the belief that it is helpful in providing guidance in the goal setting process. However, it is understood

the use of this Template is not a requirement nor does its completion necessarily constitute the setting of an appropriate goal.

#### I. Student Growth Scoring

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Embedded in the instructional framework are five (5) components designated as student growth

components. These components are embedded in criteria as SG 3.1, 3.2, 6.1, 6.2 and 8.1.

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

- a) 5-12-Low
- b) 13-17---Average
- c) 18-20-II high

2. If the teacher receives an overall summative score of 4 (distinguished) but a low student growth score, they must be automatically moved to a 3 (proficient). If a teacher receives a low student growth score on the

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summative evaluation, the teacher and evaluator will mutually agree to one of the following:

- a) Triangulate student growth measure with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, district, and state-based tools.
- b) Examine extenuating circumstances possibly including goal setting process/expectations, student attendance, and curriculum/assessment alignment.
- c) Schedule monthly conferences with evaluator to discuss/revise goals, progress towards meeting goals and best practices.
- d) Create and implement a professional development plan to address student growth areas.

#### J. Evidence and Artifacts

1. Both the teacher and the evaluator may contribute artifacts that supplement other evidence collected and used to determine the overall assessment of professional performance. Evidence shall result from the normal course of professional performance during the period of time being evaluated.

2. The District commits to documenting evidence of performance readily available via observations to the greatest extent possible so as to lessen the time required 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. Principals may request evidence in the 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 prior to the post observation conference and be used to determine the final evaluation score.

#### **Section 4 - Support for Teachers Who Have Received Basic or Unsatisfactory Ratings**

##### **A. General**

1. The Association will be notified when any employee receives an annual rating below Proficient.
2. Employees placed on probation shall receive a formal plan of improvement as set forth in RCW 28A.405.100 and Section 4.3 (Probation) below.
3. If an employee requires improvement in one or more areas that do not necessitate probation, at either party's request, an informal plan to improve the employee's performance may be developed and implemented as follows:

a) The evaluator and the employee will attempt to develop a mutually agreeable improvement plan with the goal of improving the employee's rating. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee which will include:

- i. a description of the criteria and specific components in which performance is less than proficient.
- ii. Evidence of non-proficient performance.
- iii. Expectations and performance indicators that will cause the employee to be rated proficient.
- iv. Recommended steps to be taken to move towards a proficient rating.
- v. The duration of the plan.
- vi. Specific resources and/or assistance to be provided to the employee.

b) Throughout the process of working with the employee, periodic feedback on progress towards improvement will be provided. Improvement or the lack of improvement will be documented.

4. If an employee with more than five (5) years of experience receives a Final Evaluation Rating below Proficient, the employee must be observed before October 15<sup>th</sup> the following year. If the first observation in that following year continues to document specific performance concerns, an Improvement Plan will be completed prior to completion of the Comprehensive Evaluation for that school year. This plan may be the same as the informal plan completed earlier or it may be modified based on the observation done before October 15<sup>th</sup>.

##### **B. Provisional Employees**

1. A second-year provisional employee who receives a Final Evaluation Rating of Proficient or Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent.
2. Before non-renewing a provisional employee for performance deficiencies, the evaluator will have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making

satisfactorily progress toward remediating deficiencies. Such efforts may include an informal plan of improvement.

3. Notwithstanding the provisions of RCW 28A.405.210, every person employed by the South Whidbey School District in a teaching or other non-supervisory certificated position shall be subject to non-renewal of employment contract as provided in this section during the first three years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the State of Washington, in which case the employee shall be subject to non-renewal of employment contract pursuant to this section during the first year of employment with the new district. Employees as defined in this section shall here-in-after be referred to as "provisional employees".

In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th preceding the commencement of such school term, or if the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 1st, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the superintendent shall be subject to the evaluation requirements of RCW 28A.405.100

Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider their decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting, the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's determination was based and to make any argument in support of his or her request for reconsideration. The employee shall be entitled to be represented by the association, counsel of their choice, or by themselves.

Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefor. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.

C. Probation:

1. Employees shall be placed on probation subject to the following: at any time after October 15th, 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. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.
3. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.
4. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.
5. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
6. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
7. 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.
8. 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.
9. 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.

D. Evaluation during the Probationary Period

1. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
2. An employee on probation may request that one additional non-bargaining unit certificated employee evaluate and aid the probationary employee in improving his or her areas of deficiency. The District will authorize and provide such additional evaluator. The District and the Association shall engage in a good faith effort to reach agreement on the

selection of the additional evaluator. If unable to agree, the District shall appoint the second evaluator.

3. 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 observations of performance and a review of evidence, with a particular emphasis on deficiencies identified by the evaluator and 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.

4. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and evaluate the employee's performance.

5. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationary employee constitutes grounds for a finding of probable cause under RCW. 28A.405.300 or 28A.405.210.

#### E. Evaluator's Post-Probation Report

At the end of the probationary period but no later than May 1, the evaluator will submit a written report to the Superintendent and employee. The written report must document the employee's performance during the probationary period and contain a recommended course of action (either extension of the probationary period or non-renewal) to be taken by the Superintendent.

#### F. Discharge

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. When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

2. Every such employee so notified at their 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 their employment had actually been renewed by the Board of Directors for such ensuing term.

## **ARTICLE IX – GRIEVANCE PROCEDURES**

APPLICATION: In the event a controversy or a dispute arises resulting from the interpretation of this Agreement, or because an employee covered by this Agreement considers themselves unjustly treated, the following procedures shall be used to resolve the dispute. All parties shall adhere

strictly to the procedures and timelines provided, unless otherwise mutually agreed by both parties. Grievances not processed in accordance with this Article shall be invalid and subject to no further processing.

**TIMELINESS.:** An aggrieved employee must complete Step One of this grievance procedure within twenty-five (25) days of the occurrence of the event or activity causing the grievance.

#### GRIEVANCE STEPS:

##### **Step One:**

Employees shall first informally discuss the specific grievance with his/her building principal. If the grievance is not resolved, the grievant may submit a written statement of the grievance within five (5) days of the meeting.

##### **Step Two:**

Following submittal of a formal grievance, the parties shall have five (5) days to attempt to resolve the issue. A written response by the building principal must be given to the grievant after the conclusion of the five-day period. If the grievance is not resolved, the grievant may appeal to the Superintendent within three (3) days.

##### **Step Three:**

Within five (5) days of receipt of a written appeal, the Superintendent shall meet with the parties and hear the dispute. A written response to the appeal shall be provided by the Superintendent within five (5) days of that hearing. If the decision of the Superintendent is not acceptable to the grievant, he/she may appeal to the Board of Directors within three (3) days.

##### **Step Four:**

The Board shall meet in executive session at the next regularly scheduled meeting to hear the appeal by the grievant. A written response by the Board shall be provided within ten (10) days of that hearing. If the response is not acceptable to the grievant, he/she will have three (3) days to request that the Association consider submitting the grievance to arbitration.

##### **Step Five:**

After receiving a demand for arbitration, the parties shall select an arbitrator from a list provided by the Public Employment Relations Commission. The arbitrator shall have the authority to hear the grievance and render a decision which, within the scope of his authority, shall be binding upon the parties. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of the Agreement, or to substitute his/her discretion for that of the Board or Association in any manner not specifically provided within this Agreement. The parties shall determine at this time whether to mutual agreement, the language of this Article shall stand. (See COSTS)

**Timelines:** All "days" shall be working days unless specifically stated otherwise. For grievances submitted after June 1, time limits shall consist of calendar days.

**No Reprisal:** No reprisals of any kind will be taken by the Board or the School Administration against any employee because of their participation in any grievance.

**Costs:** If the grievance is upheld by the arbitrator, the District shall be required to pay all costs of the arbitrator. If the grievance is denied, the Association shall bear the costs of arbitration. All other costs will be borne by the party incurring them, including full responsibility for all costs related to that party's legal representation, preparation and presentation of the grievance.



**Representation:** An employee filing a grievance has the right to be represented by the Association, counsel of their choice, or by themselves. The Association President must be notified of any formal grievance and at least one Association representative may be present for any meeting, hearing, appeal, or other proceeding related to a formal grievance.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

**Advance Filing:** If the grievance is a “class action” or Association issue, Step One is amended to an informal meeting with the Superintendent and Step Two is waived.

## ARTICLE X - DURATION

This Agreement shall be effective as of September 1, 2021 and remain in full force and effect through August 31, 2025. Negotiations for a successor Agreement may be requested by either party at least sixty (60) days prior to the contract expiration. If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specific period or periods by mutual written agreement of both parties.

Dated this day June 21, 2021:

**South Whidbey Education Association**

**South Whidbey School District**

By: \_\_\_\_\_  
Robin Roberts, Co-President SWEA

E-SIGNED by Val Brown  
By: on 2022-01-04 22:25:26 GMT  
Val Brown, Co-President SWEA

E-SIGNED by Brook Willeford  
By: on 2022-01-05 23:47:28 GMT  
Brook Willeford, Board Chair

E-SIGNED by Jo Moccia  
By: on 2022-01-04 20:33:24 GMT  
Josephine P. Moccia, Superintendent

**Memorandum of Understanding**  
**Between the South Whidbey School District and**  
**the South Whidbey Education Association**

**Emerging Issues**

As necessary to address developments during the year, the District and Association commit to negotiate the impact of:

1. Credit retrieval or Alternative Learning Experience (ALE) programs or activities implemented by the District which may affect wages, workload, or terms of employment. Topics which may be considered include but are not limited to, class size/caseload limits, overload relief, super FTE assignments, summer school arrangements, additional planning time, District expectations, etc.
2. COVID related requirements and circumstances which may affect wages, workload, or terms of employment. Topics which may be considered include but are not limited to, safety, health, and related protocols, assignment, transfer, leaves, etc. The previously negotiated COVID MOU provides a foundation to draw from to promptly address further COVID-related matters.
3. The implementation of the State's Long-Term Services and Supports (LTSS) Trust Act, provided any negotiations will a) be limited to addressing logistical issues such as payroll deduction which may be necessary to comply with the State's intent, and b) will have no cost impact to the District, i.e., no proposals concerning premiums will occur over this subject.

The District and Association further commit to a limited reopening of the Collective Bargaining Agreement, a) in the spring of 2023 to address issues identified by either party as emerging concerns in need of critical attention prior to the full reopening of the Agreement, and b) after the 2022-2023 school year if state regionalization and experience factors significantly change.

## Appendix A 2021-2022 SWEA Base Salary Schedule

### APPENDIX A

2021-22 SWEA Base Contract (183 Days)

Years of Experience	STEP	Ph.D.									
		BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90	
0	1	52,398	53,868	55,389	56,915	61,811	64,964	63,218	68,117	71,273	
1	2	53,133	54,622	56,164	57,757	62,703	65,839	63,945	68,892	72,025	
2	3	53,830	55,335	56,890	58,608	63,538	66,710	64,673	69,607	72,777	
3	4	55,252	56,066	57,640	59,411	64,334	67,578	65,366	70,285	73,533	
4	5	55,984	56,838	58,424	60,256	65,207	68,478	66,094	71,045	74,315	
5	6	56,728	57,575	59,172	61,106	66,039	69,378	66,832	71,765	75,099	
6	7	58,045	58,287	59,943	61,971	66,883	70,232	67,584	72,496	75,846	
7	8	59,970	59,627	61,303	63,440	68,426	71,869	68,999	73,981	77,428	
8	9	59,970	61,638	63,355	65,670	70,721	74,292	71,226	76,279	79,848	
9	10	59,970	63,722	65,524	67,926	73,091	76,784	73,479	78,648	82,343	
10	11	59,970	63,722	67,717	70,290	75,527	80,783	77,226	82,557	86,438	
11	12	59,970	63,722	67,717	72,729	78,078	83,460	79,703	85,152	89,113	
12	13	59,970	63,722	67,717	75,090	80,700	86,242	82,284	87,818	91,898	
13	14	59,970	63,722	67,717	75,090	83,381	89,094	84,951	90,548	94,749	
14	15	59,970	63,722	67,717	75,090	86,077	92,054	87,699	93,473	97,708	
15	16	59,970	63,722	67,717	75,090	88,372	96,263	91,712	97,741	102,169	
16	17	59,970	63,722	67,717	75,090	90,177	98,227	92,908	99,738	104,253	
17+	18	61,206	65,031	69,105	76,625	92,013	100,223	95,489	101,764	107,559	

## Appendix B.1 2021-2022 Professional Responsibility Compensation Schedule

### APPENDIX B.1

#### 2021-22 SWEA Professional Responsibility Compensation

TRI                      5% of Base Salary  
Tech                    \$ 2,000

Years of Experience	STEP											Ph.D.	
		BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90			
0	1	4,620	4,693	4,769	4,846	5,091	5,248	5,161	5,406	5,564			
1	2	4,657	4,731	4,808	4,888	5,135	5,292	5,197	5,445	5,601			
2	3	4,692	4,767	4,845	4,930	5,177	5,336	5,234	5,480	5,639			
3	4	4,763	4,803	4,882	4,971	5,217	5,379	5,268	5,514	5,677			
4	5	4,799	4,842	4,921	5,013	5,260	5,424	5,305	5,552	5,716			
5	6	4,836	4,879	4,959	5,055	5,302	5,469	5,342	5,588	5,755			
6	7	4,902	4,914	4,997	5,099	5,344	5,512	5,379	5,625	5,792			
7	8	4,999	4,981	5,065	5,172	5,421	5,593	5,450	5,699	5,871			
8	9	4,999	5,082	5,168	5,284	5,536	5,715	5,561	5,814	5,992			
9	10	4,999	5,186	5,276	5,396	5,655	5,839	5,674	5,932	6,117			
10	11	4,999	5,186	5,386	5,515	5,776	6,039	5,861	6,128	6,322			
11	12	4,999	5,186	5,386	5,636	5,904	6,173	5,985	6,258	6,456			
12	13	4,999	5,186	5,386	5,755	6,035	6,312	6,114	6,391	6,595			
13	14	4,999	5,186	5,386	5,755	6,169	6,455	6,248	6,527	6,737			
14	15	4,999	5,186	5,386	5,755	6,304	6,603	6,385	6,674	6,885			
15	16	4,999	5,186	5,386	5,755	6,419	6,813	6,586	6,887	7,108			
16	17	4,999	5,186	5,386	5,755	6,509	6,911	6,645	6,987	7,213			
17+	18	5,060	5,252	5,455	5,831	6,601	7,011	6,774	7,088	7,378			

## Appendix B.2 2021-2022 Additional Work Days (2 @ Per Diem) Schedule

### APPENDIX B.2

2021-22 SWEA Additional Work Days (1 Day)

Years of Experience	STEP	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	1	286	294	303	311	338	355	345	372	389
1	2	290	298	307	316	343	360	349	376	394
2	3	294	302	311	320	347	365	353	380	398
3	4	302	306	315	325	352	369	357	384	402
4	5	306	311	319	329	356	374	361	388	406
5	6	310	315	323	334	361	379	365	392	410
6	7	317	319	328	339	365	384	369	396	414
7	8	328	326	335	347	374	393	377	404	423
8	9	328	337	346	359	386	406	389	417	436
9	10	328	348	358	371	399	420	402	430	450
10	11	328	348	370	384	413	441	422	451	472
11	12	328	348	370	397	427	456	436	465	487
12	13	328	348	370	410	441	471	450	480	502
13	14	328	348	370	410	456	487	464	495	518
14	15	328	348	370	410	470	503	479	511	534
15	16	328	348	370	410	483	526	501	534	558
16	17	328	348	370	410	493	537	508	545	570
17+	18	334	355	378	419	503	548	522	556	588

## Appendix B.3 2021-2022 Total Salary Schedule Summary

### Summary - Appendices A, B.1 & B.2

2021-22 SWEA

Years of Experience	STEP	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	1	57,304	58,855	60,461	62,072	67,240	70,567	68,724	73,895	77,226
1	2	58,080	59,651	61,279	62,961	68,181	71,491	69,491	74,713	78,020
2	3	58,816	60,404	62,046	63,858	69,062	72,411	70,260	75,467	78,814
3	4	60,317	61,175	62,837	64,707	69,903	73,326	70,991	76,183	79,612
4	5	61,089	61,991	63,664	65,598	70,823	74,276	71,760	76,985	80,437
5	6	61,874	62,769	64,454	66,495	71,702	75,226	72,539	77,745	81,264
6	7	63,264	63,520	65,268	67,409	72,592	76,128	73,332	78,517	82,052
7	8	65,297	64,934	66,703	68,959	74,221	77,855	74,826	80,084	83,722
8	9	65,297	67,057	68,869	71,313	76,643	80,413	77,176	82,510	86,276
9	10	65,297	69,256	71,158	73,693	79,145	83,043	79,555	85,010	88,910
10	11	65,297	69,256	73,473	76,189	81,716	87,263	83,509	89,136	93,232
11	12	65,297	69,256	73,473	78,762	84,409	90,089	86,124	91,875	96,056
12	13	65,297	69,256	73,473	81,255	87,176	93,025	88,848	94,689	98,995
13	14	65,297	69,256	73,473	81,255	90,006	96,036	91,663	97,570	102,004
14	15	65,297	69,256	73,473	81,255	92,851	99,160	94,563	100,658	105,127
15	16	65,297	69,256	73,473	81,255	95,274	103,602	98,799	105,162	109,835
16	17	65,297	69,256	73,473	81,255	97,179	105,675	100,061	107,270	112,036
17+	18	66,600	70,638	74,938	82,875	99,117	107,782	102,785	109,408	115,525

## Appendix C 2021-2025 Extra Curricular Stipends

### Appendix C - SWEA Extra Curricular Stipends

IPD

2%

Extra curricular stipends will be paid according to the following schedule.

Assignment	Schedule	2021-22
Steering committee	STEER-0	\$ 603
Site council certificated representatives	SITEC-0	\$ 1,036
HS department heads	HS-DH-0	\$ 1,036
HS choral director	HSCHO-0	\$ 2,051
MS band director	MSBND-0	\$ 3,277
HS band director	HSBND-0	\$ 6,360
HS journalism	HSJRN-0	\$ 1,834
FBLA	HSFBL-0	\$ 1,639
HS yearbook	HSYRB-0	\$ 3,277
MS yearbook	MSANL-0	\$ 618
MS/HS jazz band	JAZZ-0	\$ 1,131

#### HOURLY RATES

Traffic Safety

\$ 30.95
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## APPENDIX D - COMPENSATION FOR EXTENDED DAYS

The schedule below reflects annual compensation for extended day assignments requiring a teaching or Educational Staff Associate (ESA) certificate. Assignments not requiring such certification are not covered by this Agreement. Compensation for extended days shall be at the employee's per diem rate and shall be pro-rated by the FTE contained in the employee's annual contract, with the exception of Teacher Directors who will receive the full number of days specified.

## Counselors

- Middle and High School Fifteen (15)

## Directors

- LMS Teacher Director Fifteen (15)
- 7-12 SWA Teacher Director Fifteen\* (15\*)

\*Fifteen extended days are provided for this position. One additional day will be provided for every three student FTE above 45 student FTE, up to a maximum of five additional days. For the purposes of determining days above 15, student FTE will be the average student FTE in the 7-12 SWA program from the beginning of the school year through April 1. An additional contract will be issued by April 30 for days above 15.

Library Media Specialist	Six per assigned library (6)
--------------------------	------------------------------

Nurses	Six	(6)
--------	-----	-----

Occupational Therapists (OT)	Ten	(10)
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Physical Therapists (PT)	Ten	(10)
--------------------------	-----	------

Psychologists	Ten	(10)
---------------	-----	------

Special Education Teachers*	Ten	(10)
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\*See Article VII, Section 3 for additional detail

Speech Language Pathologists (SLP)	Ten	(10)
------------------------------------	-----	------

- If supervising a new clinical fellow as approved by the District: additional five (5) days

Technology TOSA	Four	(4)
-----------------	------	-----

- If TOSAs are assigned Library Media Specialist duties: six days per library plus the TOSA stipend

Career and Technical Education (CTE)	Two	(2)
--------------------------------------	-----	-----

Building Test Coordinators	Two	(2)
----------------------------	-----	-----



## **APPENDIX E- Certificated Employee Contract Form**

### **CERTIFICATED EMPLOYEE CONTRACT**

Date created

**Current School Year**

IT IS HEREBY AGREED by and between the Board of Directors of South Whidbey School District No. 206, of Island County, Washington, hereinafter referred to as the "District", and **Name**, hereinafter referred to as the "Employee", that said Employee shall perform assigned professional services a **Position, FTE, Type of Contract**, in the public school of the said district and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said district. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said district subject to the limitations specified by statute.

This contract replaces the prior individual contract for the **Current** school year, which shall include not more than \_\_\_\_ days of service, exclusive of holidays and authorized vacations. And when applicable: "This contract shall be subject to the terms and conditions of the bargaining agreement between the South Whidbey School District and the South Whidbey Education Association as the negotiating representative for the certificated staff employed by the board." In the event that any of the provisions of this individual staff member contract shall be inconsistent with provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail.

In consideration for the faithful performance of assigned duties, the Employee shall receive an annual salary of \$\_\_\_\_\_. Said salary is based upon placement on the district salary schedule determined from information supplied by the Employee and is subject to change if: 1) an official transcript of the record of preparation, or 2) verification of experience evidences that the grade or step placement indicated herein is incorrect. Said salary is computed on the basis of **180** contract days for regular employees for the school year. If the number of contract days specified for this employee is less than that of a regular employee, the annual salary shall be pro-rated.

This contract does not become effective until said employee registers with the district Superintendent's Office: 1) a valid teaching certificate; 2) an official transcript of preparation; 3) an official verification of experience; and 4) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein **on or before the \_\_\_\_ day of Month Year**. Failure to return this contract within ten (10) days of the above date of issuance shall constitute a resignation or non-acceptance of employment or re-employment. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Employee of the offer to contract.

#### **01placement - amount of FTE**

Salary Schedule Placement

BY ORDER OF THE BOARD OF DIRECTORS

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Dr. Josephine P. Moccia - Superintendent

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date received in D.O.:

*The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.*  
*The following employees have been designated to handle questions and complaints of alleged discrimination: Affirmative Action/Title IX/ RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman, [dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu), or Section 504/ADA coordinator, Dr. Jeff Fankhauser, [jfankhauser@sw.wednet.edu](mailto:jfankhauser@sw.wednet.edu), 5520 Maxwellton Road, Langley, WA 98260, 360-221-6100*

**APPENDIX F - SUPPLEMENTAL EMPLOYMENT CONTRACT FORM**

**South Whidbey School District No. 206  
Langley, WA 98260  
Island County**

**Current date**

**SUPPLEMENTAL EMPLOYMENT CONTRACT BETWEEN**

SOUTH WHIDBEY SCHOOL DISTRICT No. 206, Island County, Washington [party of the first part], and «FIRST\_NAME» «LAST\_NAME» [party of the second part], affecting the contract year **current school year**.

The school district agrees to pay him/her a total of the amount(s) reflected below to be paid as listed below for performing the following services:

ASSIGNMENT	LOCATION	AMOUNT \$	PAYMENT TERMS
------------	----------	--------------	---------------

THIS CONTRACT is issued pursuant to RCW 28A.405.240 and is not a continuing contract within the scope of RCW 28A.405.210.

**AGREED: current date**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Josephine P. Moccia, Ed.D,  
Superintendent

\_\_\_\_\_  
Date

*The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.*  
*The following employees have been designated to handle questions and complaints of alleged discrimination:*  
*Affirmative Action/Title IX/ RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman,*  
*[dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu), or Section 504/ADA coordinator, Dr. Jeff Fankhauser, [jfankhauser@sw.wednet.edu](mailto:jfankhauser@sw.wednet.edu), 5520*  
*Maxwelton Road, Langley, WA 98260, 360-221-6100*

Note: Please sign and return contract to the Human Resource Office. A signed copy of the contract will be returned to you for your records.

## APPENDIX G - SUPPLEMENTAL "B" EMPLOYMENT CONTRACT FORM

South Whidbey School District No. 206  
Langley, WA 98260  
Island County

### 2021-2022 SUPPLEMENTAL "B" EMPLOYMENT CONTRACT (Professional Responsibility Stipend and Additional Days)

June \_\_, 2021

«First\_Name» «Last\_Name» and the South Whidbey School District No. 206, through the signatures below, hereby agree to supplemental contracts for certificated services as described in Article VI, Section 1.J (Supplemental Compensation) of the South Whidbey Education Association (SWEA) Collective Bargaining Agreement. These contracts are based on the employee's salary schedule placement at «Profile\_FTE».0 FTE.

(A) For the **Professional Responsibility Stipend** employees shall document the completion of these activities on a mutually agreed upon form once per year. This form will be provided by the Payroll department.

(B) The second part of this supplemental contract is **Time Based** and consists of three (3) additional work days. Attendance on these days is required. Signed attendance sheets will be used to document attendance. Leave requests will not be allowed to substitute for attendance on these days. Lack of attendance will result in a reduction to this stipend. Employees with less than a 1.0 contract will pro-rate the seven (7) hour day based on their FTE.

- The three (3) days for 2021-2022 are: August 30 and 31, 2021 and January 28, June 13 2022.

Professional Responsibility Stipend (A)  
Time Based Stipend (B)

\$«Contract\_Amount».00  
\$«F8».00

To make your selection for the 2021-22 method of payment, check the appropriate box below:

☐

Both contracts (A&B) paid in equal installments over twelve (12) months, September – August.

☐

Both contracts (A&B) paid in two (2) equal installments, one in November and one in May.

This contract must be returned to HR on the \_\_ the day of June 2021 indicating method of payment. Failure to return the contract within ten (10) days of the above date of issuance will result in the payments defaulting to two (2) payments, one in November and one in May.

Employee's Signature

Josephine P. Moccia, Ed.D  
Superintendent

Date

2021-19 Professional Responsibility and Time Based Stipend Salary Schedules available on the SWSD web site, Human Resources, Employee Resources

*The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, and age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.*

*The following employees have been designated to handle questions and complaints of alleged discrimination: Affirmative Action/Title IX/ RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman, [dpoolman@sw.wednet.edu](mailto:dpoolman@sw.wednet.edu), or Section 504/ADA coordinator, Dr. Jeff Fankhauser, [jfankhauser@sw.wednet.edu](mailto:jfankhauser@sw.wednet.edu), 5520 Maxwellton Road, Langley, WA 98260, 360-221-6100*

**APPENDIX H - EVALUATION REPORT FORM**

(Old Evaluation Form)

SOUTH WHIDBEY SCHOOL DISTRICT NO. 206

Evaluation Report (Classroom Teacher)

Name:

Type of Evaluation:

School:

Teaching Assignment:

Date of Observation:

Length of Observation:

Date of Conference:

Length of Conference:

Note: This form will be used as applicable to document observations and will be completed in full for the occasion of the annual evaluation report.

## DOMAIN 1: PLANNING AND PREPARATION

### *1.1 Demonstrates Knowledge of Content & Pedagogy*

Basic	Proficient	Distinguished
Displays content knowledge No evidence of connections across disciplines	Reflects solid content knowledge in practices and plans. Makes connections across disciplines	Pursues extensive content knowledge; Continually researches best practices

### *1.2 Demonstrates Knowledge of Students*

Basic	Proficient	Distinguished
Displays a general understanding for the typical developmental characteristics and learning needs of an age group	Displays understanding of developmental characteristics, and learning needs for particular groups of students	Consistently applies knowledge of developmental characteristics and learning needs of individual students

### *1.3 Demonstrates Knowledge of Resource*

Basic	Proficient	Distinguished
Has limited awareness of resources.	Uses a variety of resources for improved student learning.	Actively seeks instructional and student resources from local, national and world wide community.

### *1.4 Designs Coherent Instruction*

Basic	Proficient	Distinguished
-------	------------	---------------

Teaches adopted curriculum and achieves instructional goals.	Plans relevant, meaningful and appropriate curriculum with thoughtful progression based on student needs and prior knowledge.	Designs instructional plans which are interconnected and intentional. Is responsive to student inquiry.
--------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

### *1.5 Assesses Student Learning*

Basic	Proficient	Distinguished
Assesses content standards.	Assessment criteria and standards are linked to instructional goals, clearly communicated to students and used in planning.	Students contribute to the development of assessment criteria and standards and are aware of how they meet the standards.

## **DOMAIN 2: THE CLASSROOM ENVIRONMENT**

### *2.1 Creating an Environment of Respect and Rapport*

Basic	Proficient	Distinguished
Maintains a general environment of respect.	Demonstrates genuine care and respect and encourages an environment of mutual respect.	Teacher and students care for each other beyond their roles Teacher cares for individual students and maintains a strong sense of community.

### *2.2 Establishes a Culture for Learning*

Basic	Proficient	Distinguished
Communicates importance of meeting instructional and content goals.	Displays genuine enthusiasm for subject matter	Teacher and students display that they value the content through

Students accept teacher's high standards.	interactions, curiosity and attention to detail Students show initiative and set high standards.
-------------------------------------------	-----------------------------------------------------------------------------------------------------

## *2.3 Managing Classroom Procedure*

Basic	Proficient	Distinguished
Maintains safety. Routines result in little loss of instructional time.	Organizes activities that engage students. Manages time, materials, and transitions. Utilizes support staff.	Students work independently and in groups assuming responsibility and productivity.

## *2.4 Manages Student Behavior*

Basic	Proficient	Distinguished
Manages student behavior Communicates expectations.	Standards of behavior are clear to all students and teacher is alert to student behaviors. Response to misbehavior is appropriate, respectful and successful.	Students have participated in development and monitoring of behavior standards. Teacher response is subtle and proactive.

## *2.5 Organizes Physical Space*

Basic	Proficient	Distinguished
Creates a safe classroom. Learning opportunities and resources are accessible to all students.	Manipulates physical space to maximize learning. Creates a comfortable space for students.	Teacher and students use physical space to optimize instructional goals and strategies.

Students help create a comfortable and inviting environment.

### DOMAIN 3: INSTRUCTION

#### *3.1 Communicating Clearly and Accurately*

Basic	Proficient	Distinguished
Communicates clear directions and procedures to students.	Communicates clear directions and procedures to students and anticipates student confusion.	Uses enhanced language to enrich the lesson.

#### *3.2 Using Questioning and Discussion Techniques*

Basic	Proficient	Distinguished
Uses open-ended and closed questions. Attempts to engage all students in discussion.	Uses a variety of questions, including higher order thinking, that actively engage students. Allows adequate time for student response.	Models questioning techniques which are assimilated and used by students.

#### *3.3 Engaging Students in Learning*

Basic	Proficient	Distinguished
Links content, activities, and assessments to state and district requirements. Lesson is structured and pacing consistent.	Links content, activities and assessments to students' prior knowledge, needs, and interests. Structure and pacing are highly coherent and appropriately flexible.	Students contribute and initiate exploration of content, activities and assessment. Lesson allows for reflection, review and closure.



### *3.4 Grouping of Students*

Basic	Proficient	Distinguished
Groups students for instructional purposes	Utilizes instructional groups which are productive and fully appropriate to the instructional goals of a lesson	Students take the initiative to influence instructional groups to advance their understanding.

### *3.5 Instructional Materials and Resources*

Basic	Proficient	Distinguished
Attempts to select materials to meet instructional goals.	Selects materials that meet the instructional goals and engages students.	Students can adapt or choose materials that enhance instructional goals.

### *3.6 Providing Feedback to Students*

Basic	Proficient	Distinguished
Provides accurate and timely feedback.	Provides substantive, corrective feedback.	Students use the feedback process for self and peer evaluation. Teacher uses student feedback for evaluation (of lesson, self?).

### *3.7 Demonstrating Flexibility and Responsiveness*

Basic	Proficient	Distinguished
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Adjusts the lesson according to student need, environment.

Makes fluid/smooth adjustments.

Plans for possible adjustments to seize on spontaneous teaching moments.

### *3.8 Persistence*

#### Basic

Accepts responsibility for student success.

#### Proficient

Differentiates approaches for students.

#### Distinguished

Uses extensive teaching strategies and seeks other resources.

## DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

### *4.1 Reflects on Teaching*

Basic	Proficient	Distinguished
Recognizes successes and failures in instructional practices.	Makes an accurate assessment of a lesson's or unit's success and modifies instructional strategies.	Utilizes student input and adjusts instructional strategies. Evaluates own performance/role in the broader educational community.

### *4.2 Maintains Accurate Records*

Basic	Proficient	Distinguished
Maintains an adequate system for tracking student progress.	Teacher maintains effective information system for student assignments, progress and non-instructional activities.	Students participate in maintenance of information system.

### *4.3 Communicates with Families*

Basic	Proficient	Distinguished
Accurately reports student progress to families through established formats.	Communicates regularly with families about student progress and instructional program. Involves families in programs.	Students participate in preparing communicating with families. Students contribute ideas about family involvement.

### *4.4 Contributes to School and District*

Basic	Proficient	Distinguished
Maintains cordial relationships with	Cooperates with colleagues; volunteers to	Takes leadership roles with staff and in major

colleagues; participates in  
school and district events  
when asked.

participate in school and  
district events and makes  
substantial contributions.

school and district events  
or projects.

\_\_\_\_\_/ Date: \_\_\_\_\_      \_\_\_\_\_/ Date: \_\_\_\_\_  
Signature of Evaluatee                                      Signature of Evaluator

***My signature below indicates that I have seen this evaluation. It does not necessarily  
indicate agreement with the findings.***

\_\_\_\_\_/ Date: \_\_\_\_\_  
Evaluatee's Signature

2<sup>nd</sup> Draft: 9/28/99

**APPENDIX I – TPEP EVALUATION FORM**

**N/A**

**APPENDIX J - OBSERVATION REPORT FORM**

**OBSERVATION REPORT**  
South Whidbey School District  
Langley, Washington

NAME \_\_\_\_ SCHOOL

ASSIGNMENT \_ \_ DATE

(If less than full time, specify \_ \_)

OBSERVATION DATE & TIME:

DATE OF CONFERENCE \_ \_ SUPERVISOR

COMMENTS, STRENGTHS AND AREAS OF IMPROVEMENT:

Appraiser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments of Employee: \_\_\_\_\_

\_\_\_\_\_  
(Signature indicates that appraisal has been discussed with the employee and that they have received a copy.)

**APPENDIX K - Calendar**

FINAL - Board Adopted 3/24/21, Updated 4/28/21,  
Half Day hours updated 8/23/21

# South Whidbey School District 2021 - 2022 Instructional School Calendar

## **Non-School Days**

Aug 30 & 31 Staff Inservice - Conference (No Students)  
Sept 6 Labor Day Observed  
Nov 11 Veterans' Day Observed  
Nov 22 - 24 No School for K-8 (Conferences)  
Nov 25 & 26 Thanksgiving Break  
Dec 20 - 31 Winter Break  
Dec 31 New Years Day Holiday Observed  
Jan 17 Martin Luther King Observed  
Jan 28 Semester Break - Teacher Inservice  
Feb 21 President's Day Observed  
April 4 - 8 Spring Break  
May 30 Memorial Day Observed  
June 13 Staff Inservice Day  
June 13, 14, 15 Possible Snow Day Make Up

## **Early Release Days**

Sept: 1, 8, 15, 22, 29  
Oct: 6, 13, 20, 27  
Nov: 3, 10, 17  
Dec: 1, 8, 15  
Jan: 5, 12, 19  
Feb: 2, 9, 16, 23  
March: 2, 9, 16, 23, 30  
April: 13, 20, 27  
May: 4, 11, 18, 25  
June: 1, 8

## **Early Release Times\***

South Whidbey Grades 7-12: 1:00  
South Whidbey Grades K-6: 2:00

## **Half Day Release Times**

South Whidbey Grades 7-12: 11:30am  
South Whidbey Grades K-6: 12:30pm

## **Half Day Release Days**

11/24 (9-12), 1/26 & 1/27 (7-12), 6/10 (K-12)

## **Dates to Remember**

Sept 1 First Day of School - Early Release  
Nov 5 End of First Quarter  
Nov 22-24 K-8 Parent/Teacher Conferences  
Nov 24 (No School K-8) (Half Day 9-12)  
Jan 28 End of Semester  
April 1 End of Third Quarter  
Jun 13, 14, & 15 Possible Snow Make-up Days  
June 4 High School Graduation  
June 10 Last Day of School!

\* Early release days may need to be adjusted due to Snow Days  
South Whidbey School District - Where Young Minds Grow ...

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

K-6 Start time at 9:00am; 7:45 Start time at 7:45am  
Regular Release: K-6 at 2:30pm; 7:45 at 2:30pm

CALENDAR BASED UPON ORIGINAL BOARD APPROVED CALENDAR - SUBJECT TO CHANGE

## APPENDIX L - COMPLAINT BY THE AGGRIEVED

[Please type or print]

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_ Home

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_

Subject or Grade \_\_\_\_\_

Association Representative(s)

**GRIEVANCE**

a. Article \_\_\_\_\_ Section \_\_\_\_\_ Paragraph, \_\_\_\_\_,  
being allegedly violated.

b. Statement of Alleged Grievance:

**RELIEF SOUGHT:**

**APPENDIX M - WAIVER OF CONTRACT REQUEST FORM**

Building/Program \_\_\_\_\_

Date of Request \_\_\_\_\_

Initial Request or Renewal \_\_\_\_\_

Specific Article or Section of contract to be waived \_\_\_\_\_

Total number voting \_\_\_\_\_

Total in favor \_\_\_\_\_

Total opposed \_\_\_\_\_

Method of voting \_\_\_\_\_

Describe the intent of the waiver \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What was the nature of any dissenting opinion? \_\_\_\_\_

\_\_\_\_\_

How many of the represented employees were involved in developing the waiver? \_\_\_\_\_

What was the nature of their involvement? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Association member proposing the waiver \_\_\_\_\_

Signature of SWEA Building Representative \_\_\_\_\_

**Please note:** Attach additional pages as necessary to this Waiver of Contract Request Form.