

*Stanwood-Camano
School District*

*Stanwood-Camano
Education Association
Collective Bargaining Agreement
& Appendices*

for

Non Supervisory Certificated Staff

September 1, 2012

through

August 31, 2015

TABLE OF CONTENTS

ARTICLE I RECOGNITION AND DEFINITIONS

Section	1.1	Definition of Agreement	1
	1.2	Recognition	1
	1.3	Definitions	2

ARTICLE II STATUS AND ADMINISTRATION OF AGREEMENT

Section	2.1	Ratification	2
	2.2	Relationship to Existing Policies, Practices, Rules and Regulations	3
	2.3	Relationship to Individual Contracts	3
	2.4	Conformity to Law	3
	2.5	Distribution of Agreement	3
	2.6	Contracting Out	3
	2.7	No Strike	4
	2.8	Management's Rights	4

ARTICLE III ASSOCIATION RIGHTS

Section	3.1	Exclusivity	5
	3.2	Equipment Use	5
	3.3	Membership Communication	5
	3.4	Availability of Information	6
	3.5	Right to Address the Board	6
	3.6	Payroll Dues Deductions	7
	3.6.1	Membership Fees	7
	3.6.2	Agency Fee	7
	3.6.3	Hold Harmless	8
	3.7	Released Time	8
	3.8	Association Faculty Representatives	8

ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section	4.1	Individual Rights	8
	4.2	Right to Join and Support Employee Organizations	9
	4.3	Disciplinary Cause	9
	4.4	Academic Freedom/Controversial Issues	10
	4.5	Personnel Files	10
	4.6	Teacher Protection	11
	4.6.1	Liability Insurance	11
	4.6.2	Insurance While Engaged in Maintaining Order, Etc.	11
	4.6.3	Handling of Complaints Against Employees	12
	4.7	Student Discipline	13
	4.7.1	General Provisions	13
	4.7.2	Procedures	13
	4.7.3	Enforcement of Discipline	14
	4.8	Individual Contracts	14
	4.8.1	General Provisions	14
	4.8.2	Release from Individual Contracts	14
	4.9	Supplemental Contracts	15
	4.9.1	Super FTE	15
	4.10	Assignment, Vacancies, Promotion and Transfer	15

4.10.1	Definitions	15
4.10.2	General Provisions	16
4.10.3	Assignments	17
4.10.4	Postings	17
4.10.5	Voluntary Transfers	18
4.10.6	Involuntary Transfers	19
4.11	Class/Duty Coverage	19
4.12	Assignment Exchange	19
4.13	Job Sharing	20

ARTICLE V LEAVES

Section	5.1	General Leave Provisions	21
	5.2	Leave for Illness, Injury and Emergencies	21
	5.2.1	Leave Sharing Program	22
	5.3	Maternity Leave	23
	5.4	Adoption Leave	23
	5.5	Personal Leave	24
	5.6	Bereavement Leave	24
	5.7	Jury Duty and Subpoena Leave	25
	5.8	Military Leave	25
	5.9	Attendance at Meetings and Conferences	25
	5.10	Association Leave	25
	5.11	Other Leaves	26

ARTICLE VI SALARIES, STIPEND AND BENEFITS

Section	6.1	Salary Placement	27
	6.2	Salary Payment Provisions	28
	6.3	Provisions Governing Employee Salary Schedule	29
	6.3.1	Placement of Beginning Teachers on the Schedule	29
	6.3.2	Initial Rating	29
	6.3.3	Index	30
	6.3.4	Certificate and Degree Requirements	30
	6.3.5	Education Credits	30
	6.3.6	Experience Credits	31
	6.3.7	Out-of-State Experience	32
	6.4	Part-time Salaries	32
	6.4.1	Substitutes	32
	6.5	Driver's Education Pay	33
	6.6	Curriculum Development Study/Committee Compensation	33
	6.7	Open House/Curriculum Night	33
	6.8	Special Services Evaluation Team Compensation	33
	6.9	Co-Curricular Schedule	33
	6.10	Travel Expenses	38
	6.11	Tuition Reimbursement	38
	6.12	Insurance Benefits	39
	6.13	Payroll Deductions	40
	6.13.1	Automatic Deductions	40
	6.13.2	Discretionary Deductions	41
	6.14	Attendance Incentive Program	41
	6.14.1	Sick Leave Attendance Incentive Program	41
	6.14.2	Personal Leave Attendance Incentive Program	42
	6.15	Instructor Pay	42

ARTICLE VII OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section	7.1	Work Year	43
	7.1.0	Calendars	43
	7.1.1	Contract Length	46
	7.1.1.2	Curriculum (TRI) Days	46
	7.1.1.3	TRI Restoration of FY 2011-12 State 1.9% Reduction.....	46
	7.1.1.4	TRI Compensation	46
	7.1.1.5	New Teachers.....	48
	7.1.1.6	Certificated Special Education Staff Preparation Days	48
	7.1.2	Non-Contract Days	48
	7.1.3	Conference Days	49
	7.1.4	Emergency School Closure and Delayed Opening	49
	7.1.5	Library Media Specialists	50
	7.1.6	Counselors	50
	7.1.7	School Psychologists	50
	7.1.8	Nurses	50
	7.2	Work Day.....	51
	7.2.1	Length of Work Day	51
	7.2.2	Time Utilization	51
	7.2.3	Professional Development Wednesdays	52
	7.2.4	Preparation Time	53
	7.2.5	Special Education Preparation Time	54
	7.2.6	Speech and Language Pathologist and Occupational Therapist Preparation Time	54
	7.2.7	English/Language Arts Release Time	54
	7.3	Formation of Leadership Teams	55
	7.4	Classroom Visitation	56
	7.5	Employee Facilities	56
	7.6	Safe Working Conditions	57
	7.7	Inservice Professional Education	57
	7.8	Summer School and Adult Education	58
	7.9	Purchase Order Request Forms	58
	7.10	Layoff and Recall	59
	7.10.1	Criteria	59
	7.10.2	Definition of Certificate Endorsements	59
	7.10.3	Definition of Certificate Qualifications	59
	7.10.4	Definition of Seniority	59
	7.10.5	Recall Procedure	60
	7.10.6	Layoff Benefits	60
	7.10.7	Appeals	61
	7.11	Selection of Instructional Materials	61
	7.12	Employee Workload	61
	7.13	Employee Professional Development	62
	7.14	Student Placement	62

ARTICLE VIII EVALUATION, CERTIFICATED STAFF CRITERIA AND PROCEDRES

Section	8.1	Statement of Purpose	63
	8.2	Structure of the Evaluation System	63
	8.2.1	Evaluation Frequency	66
	8.2.2	Evaluator's Preparation	63
	8.2.3	Complete Evaluation – Elements	63
	8.2.4	Completion of Evaluation Form	63
	8.3	Procedures of the Evaluation System	64
	8.3.1	Appointment of Evaluators	64
	8.3.2	Pre-Observation Conference	64

8.3.3	Formal Observation	64
8.3.4	Informal Observation	65
8.3.5	Post-Observation Reports	65
8.3.6	Post-Observation Conferences	65
8.3.7	Follow-up Conferences	65
8.3.8	Probation	66
8.3.9	Peer Evaluation	67
8.4	Evaluative Criteria	67
8.4.1	Teaching Employees	67
8.4.2	Educational Support Employees	70
8.5	Evaluation Form Format	72
8.6	Probation Records	72
8.7	Workload Notation	73
8.8	Procedures for Professional Growth Process	73

ARTICLE IX GRIEVANCE PROCEDURE

Section	9.1	Purpose	74
	9.2	Definitions	75
	9.3	Limitation on Time to File Grievance	75
	9.4	Freedom from Reprisals	76
	9.5	Confidentiality	76
	9.6	Release from Duty	76
	9.7	Rights to Representation	76
	9.8	Individual Rights	77
	9.9	Continuity Grievance	77
	9.10	Discovery	77
	9.11	Informal Procedure	78
	9.12	Formal Procedure	78
	9.13	Exclusive Remedy	83

ARTICLE X SIGNATURES OF PARTIES

APPENDICES

Appendix A	Notice of Right to Representation	84
Appendix B	Complaint Against a School District Employee	85
Appendix C	Items to Include in Job-Sharing Application	86
Appendix D	2012-13 TRI SCHEDULE: CURRICULUM (TRI) DAYS	87
Appendix E	2012-13 TRI SCHEDULE: TRI RESTORATION	88
Appendix F	2012-13 TRI SCHEDULE: TRI COMPENSATION	89
Appendix G	Verification of Extra Time Worked (TRI)	90
Appendix H	Observation/Evaluation of Performance (Teacher)	92
Appendix I	Annual Evaluation of Performance (Teacher)	95
Appendix J	Observation/Evaluation of Performance (ESA)	98
Appendix K	Annual Evaluation of Performance (ESA)	100
Appendix L	Short Form Evaluation	102
Appendix M	Professional Growth Plan Verification	103

ARTICLE I
RECOGNITION AND DEFINITIONS

SECTION 1.1 DEFINITION OF AGREEMENT

THREE YEAR AGREEMENT

THIS AGREEMENT, made pursuant to the Educational Employment Relations Act of 1975, on this 1st day of September, 2012, by and between the Stanwood-Camano School District and the Stanwood-Camano Education Association, employee organization, shall take effect on September 1, 2012, and shall remain in effect until August 31, 2015, all in accordance with the terms and conditions of said Act. This Agreement may be reopened by either party to negotiate work year, calendar, Health Care Authority (HCA) Benefit Allocation for Retiree Fund, salaries, and evaluations. Otherwise this Agreement may not be reopened, except by mutual consent of the parties, during the duration hereof.

The parties hereby further agree that they have fully bargained with respect to wages, hours and terms and conditions of employment and that all wages, hours and other terms and conditions of employment and all other benefits to be received by the employees from the District are contained in this Agreement and not otherwise. The parties agree that they will commence collective bargaining, at the request of either party, for the purpose of attempting to reach agreement upon a collective bargaining agreement to succeed this Agreement, provided neither party shall be obligated to commence any collective bargaining prior to 120 days before the expiration of this Agreement.

SECTION 1.2 RECOGNITION

The Stanwood-Camano School District Board of Directors, by virtue of the Education Employees Relations Act, Section 3 (6) (b), hereby recognizes the Stanwood-Camano Education Association as the employee organization and exclusive bargaining representative for the hereinafter described non-supervisory certificated employee (hereinafter called "employees"), which employees shall constitute the bargaining unit, in accordance with and not in expansion upon the Educational Employees Relations Act of 1975, Chapter 41.59 RCW to-wit: All certificated employees, as defined by said Act, except the following:

- A. The chief executive officer;
- B. The chief administrative officers, including the superintendent, assistant superintendents, executive directors and directors;
- C. All confidential employees;
- D. All principals and assistant principals;
- E. All supervisors;

- F. All educational employees who do not require a certificate as a requirement for their employment with the District; EXCEPT that the bargaining unit shall include advisors or leaders of special interest student co-curricular activities.

SECTION 1.3 DEFINITIONS

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

The term "Agreement" shall mean this entire 2012-2015 contract.

The term "Association" shall mean the Stanwood-Camano Education Association.

The term "Board" shall mean the Board of Directors of the Stanwood-Camano School District Number 401.

The term "District" shall mean the Stanwood-Camano School District Number 401.

The term "WEA" shall mean Washington Education Association.

The terms "teacher", "certificated personnel", "certificated employee", "educational employee" or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I - Section 1.2.

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

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

ARTICLE II STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 2.1 RATIFICATION

This Agreement shall be ratified by the Association and then the Board and signed by authorized representatives thereof, and may not be amended or modified during its term except by mutual consent or as provided for herein.

SECTION 2.2 RELATIONSHIP TO EXISTING POLICIES, PRACTICES, RULES AND REGULATIONS

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

SECTION 2.3 RELATIONSHIP TO INDIVIDUAL CONTRACTS

All individual teacher contracts shall be subject to and construed with Washington State Law, the laws of the United States of America, applicable rules and regulations, and any decisions of any adjudicatory body which are binding upon the District and employees and with the terms and conditions of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement while in effect, shall be controlling.

SECTION 2.4 CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and laws of the state of Washington, rules, regulations and court decisions binding upon the District. If any provision of this Agreement shall be made invalid by applicable legislation or binding regulations, or found contrary to the law by any Court of competent jurisdiction, such provision or application shall have the effect only to the extent permitted by law, and all other provisions of this Agreement shall continue in full force and effect.

SECTION 2.5 DISTRIBUTION OF AGREEMENT

Upon ratification and execution of this Agreement, by the respective parties, this Agreement shall be binding upon the District, and all employees as herein defined. It shall be the responsibility of the Association to provide copies of the Agreement to the employees, provided, however, the District shall, within thirty (30) days following the execution of this Agreement, print and deliver to the Association 450 copies of the Agreement. The District and the Association shall share equally in the expense of reproducing this Agreement.

SECTION 2.6 CONTRACTING OUT

The duties or responsibilities of any position currently being held by any employee in the bargaining unit, which require a certificate, shall not be transferred to a person not a member of the bargaining unit without prior negotiation with the Association.

All open positions for special interest student co-curricular activities shall be posted as soon as possible, in advance of making assignments to such positions.

SECTION 2.7 NO STRIKE

During the term of this Agreement, members of the bargaining unit will not participate in any strike, work slowdown or work stoppage, nor shall such members engage in any concerted activities which are inconsistent with or inimical to the programs and operations of the District.

The employer shall not engage in any lockout of the employees during the term of this Agreement.

In the event that any employees violate the terms of this provision, the Association shall use all reasonable efforts to bring such employees into compliance and the Association shall not engage in any activities, during the term of this Agreement, which directly or indirectly encourage, support or direct a violation of this Section.

SECTION 2.8 MANAGEMENT'S RIGHTS

The Board has and will retain the exclusive right and power to manage the District and direct the employees and to delegate said right and power to management personnel, including, but not limited to the customary and usual rights, powers, functions and authority of management vested in the District. Included in these rights and not in limitation thereon, in accordance with and subject to applicable laws, regulations and provisions of this Agreement, is the right to direct the work force and schedule working hours; the right to hire, classify, grade, evaluate, promote, retain, transfer, assign and reassign employees in positions and work functions and establish, modify or change work schedules; the right to subcontract work as a last resort and designate the work to be performed by the employee or others and the places where and the manner in which it is to be performed, as well as the reasons thereof; the right to deal with all phases of school location, use, design, feasibility, need, cost, control and determination; the preparation, allocation and priorities of budgeting; to develop and adopt curriculum and educational programs; the utilization of technology; and the methods, means and personnel for conducting school district operations functions and efficiency therein.

The right to make necessary rules and regulations not inconsistent with, and in connection with implementation of this Agreement and otherwise, shall be considered acknowledged functions of the Board, and may be delegated to management. In making rules and regulations relating to personnel policies, procedures and practices and matters of wages and hours and terms and conditions of employment, the Board shall recognize rights and obligations of the employees and the District as imposed by this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement are retained as management rights and may be reasonably administered by the District in accordance with such policy or procedure as the Board of Directors may, from time-to-time determine.

ARTICLE III
ASSOCIATION RIGHTS

SECTION 3.1 EXCLUSIVITY

Throughout this Agreement, certain rights are accorded and ascribed to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees represented by the Association except as provided for in the Collective Bargaining Act. Payroll deductions for organization dues and the right to participate as an organization representing employees in grievance processing, shall be an exclusive right of the Association, except as otherwise provided herein.

SECTION 3.2 EQUIPMENT USE

The Association shall be allowed to use District equipment normally used in the instructional process upon the following conditions:

- A. Such privilege may be exercised only by members of the Association who are employees of the District and competent to use such equipment.
- B. Such equipment shall not be used by the Association when it is needed for any District specified uses;
- C. The Association shall pay for all supplies and materials used. In order to provide for such payment the Association shall notify the building office when the District materials will be used for Association purposes and will sign for any materials used;
- D. Prior to using any District equipment that is to be moved from its regular building location, the Association shall obtain approval from the appropriate administrative official in charge of such equipment in order to ensure that such equipment is not needed for District use, provided such approval not be unreasonably withheld.
- E. The Association shall indemnify the District for all repair or replacement costs necessitated by damage or destruction resulting from Association use.
- F. The equipment shall not be used in such a way as to put the District in the position of violating the law (e.g., RCW 42.17).

SECTION 3.3 MEMBERSHIP COMMUNICATION

The Association shall have the non-exclusive right to utilize designated bulletin boards, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to teachers, for notices related to its representative or certificated employees.

The Association shall have the non-exclusive right to use the District mail delivery service and teacher mail boxes for official Association business communications only, so long as such use does not interfere with the District's use of same; provided that the Association shall not use this service in such a way as to put the District in the position of violating the law (e.g., RCW 42.17). Any violation of the provisions herein set forth shall immediately terminate the Association's rights hereunder.

SECTION 3.4 AVAILABILITY OF INFORMATION

The Board or its agents shall furnish to the Association, at no cost to the Association, the following documents:

- A. Board agenda;
- B. Minutes of district board meetings;
- C. Summary payroll data concerning all deductions for payments made to the Association;
- D. The names and addresses of all employees represented by the Association, which list shall be updated monthly to account for additions or deletions.

In addition, the parties agree that the Association will give the District sufficient notice, and the District will comply within a reasonable period of time, to furnish the following financial documents for which the cost of copying may be charged, if such a charge would normally be made.

- A. Preliminary budget, if prepared by District;
- B. Final Budget;
- C. Monthly financial statements;
- D. Monthly status reports;
- E. Statement of Apportionment Report;
- F. Revenue worksheets;
- G. Monthly enrollment summary;
- H. Audit report;
- I. Annual reports;
- J. Staff Weighting Factor.

SECTION 3.5 RIGHT TO ADDRESS THE BOARD

The Board shall allow the employees and/or the Association the opportunity to submit a written position statement concerning the enactment, amendment or repeal of any general board policy, rule or regulation. Such statement shall be submitted to no later than the commencement of any board meeting scheduled to take action upon such matters.

In addition, the employees and/or the Association shall be allowed an opportunity to make an oral presentation concerning said matters at any such board meeting, provided that the Board shall retain the right to reasonably limit the amount of total aggregate time for such presentation at any one board meeting.

It is understood and agreed that the matters to which the above rights pertain do not include those matters specifically excluded from the Open Public Meeting Act, Chapter 42.30 RCW as now or hereafter amended, nor to those matters which the Board may consider in "executive session" pursuant to Chapter 42.30 RCW as now or hereafter amended.

SECTION 3.6 PAYROLL DUES DEDUCTIONS

3.6.1 MEMBERSHIP FEES

The Association shall have the right to have deducted from the salaries of its members, upon receipt by the District of an appropriate authorization form from each such member, which authorization shall continue in effect from year-to-year unless a request or revocation is submitted to the Board and Association, signed by the employee by August 31 preceding the school year for which the revocation is to take effect, an amount equal to the fees, assessments and dues required for membership. Such dues and fees shall be deducted by the District monthly from the pay of all members and transmitted to the Association. It shall be the responsibility of the Association to provide its new members with such authorization forms in accordance with this provision and to provide such signed forms to the District yearly, not later than September 15 of each fiscal year. A table of prorated annual fees, assessments and dues shall be supplied to the District payroll office by the Association annually, to enable the District to determine monthly deductions.

3.6.2 AGENCY FEE

The parties recognize that an employee should have the option of declining to participate as a member of the Association, yet contribute financially to the activities of the Association, in representing such employee as a member of the collective bargaining unit. Therefore, an employee who declines membership in the Association shall pay to the Association each month a service charge as a contribution in an amount equal to the regular monthly dues as a condition of employment. This service charge shall be collected by the District and sent to the Association in the same manner as monthly Association dues.

The District shall notify the President of the Stanwood-Camano Education Association of all newly hired employees within five (5) working days of the hire date. At the time of hire, the District will inform the newly hired employee of the terms and conditions of this article.

Nothing contained in this agreement shall require Association membership or contribution of employees who object to such membership or contribution based on bona fide religious beliefs as recognized by courts and law. Such employee shall pay an amount equivalent to normal dues which shall be sent to the Stanwood American Legion Post #92, Stanwood American Legion Auxiliary #92, Stanwood Lions Club, Stanwood-Camano Kiwanis, Stanwood-Camano Rotary, Utsalady Ladies Aid, or the Stanwood-Camano Area Foundation Scholarship Funds.

Any employee hired by the Stanwood-Camano School District on or before 1985 shall be grandfathered and exempt from this provision.

3.6.3 HOLD HARMLESS

The Association shall hold the District harmless from all claims; whatsoever, made or presented by employees against the District as a result of any payroll deductions made by the District pursuant to the provisions herein before set forth; provided that the Association shall not be responsible for any unauthorized deductions made by the District. Accordingly, it shall be the duty and responsibility of the Association to reimburse any employee for which the District deducted an amount in excess of the authorized deduction, provided the Association actually received the excess amount from the District.

SECTION 3.7 RELEASED TIME

Whenever Association representatives, employed by the District, 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. The parties agree that ordinarily negotiations and grievance hearings should be scheduled during non-working hours.

In the event that the parties contemplate scheduling negotiations or grievance hearings during working hours, then the Association shall designate those representatives who will participate.

SECTION 3.8 ASSOCIATION FACULTY REPRESENTATIVES

Individual school principals are authorized to meet with designated Association Faculty Representatives, not to exceed one (1) such representative per school at the request of the principal or association faculty representative, when not assigned student contact time. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to the particular school, provided that neither the principal nor the association faculty representative have the authority to reach any decision which changes this Agreement; and their conduct shall not be construed, in any manner, as evidence of the meaning of any term or provision of this Agreement.

ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 4.1 INDIVIDUAL RIGHTS

Employees shall be entitled to full rights of citizenship. There shall be no discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, sexual orientation, 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 handicaps shall not apply if the particular disability prevents the proper performance of the particular worker involved. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under applicable laws and regulations of the United States of America and/or the state of Washington.

SECTION 4.2 RIGHT TO JOIN AND SUPPORT EMPLOYEE ORGANIZATION

All certificated employees, as defined in this Agreement, shall have the right to self-organization, without interference, restraint or coercion, to form, join or assist the Association to bargain collectively through its representation, and shall also have the right to refrain from any and all such activities.

Neither the District nor the Association shall interfere with, restrain, or coerce employees in the exercise of the above enumerated rights, nor shall the District encourage or discourage membership, in the Association by discrimination in regard to hire, tenure of employment or any term or condition of employment, nor shall the District discharge or otherwise discriminate against any employee because he or she has filed charges or given testimony in connection with any alleged unfair labor practice or alleged grievance.

SECTION 4.3 DISCIPLINARY CAUSE

All discipline, discharge and non-renewal action taken against a member of the bargaining unit shall be in accordance with state law and the District, in connection therewith, shall follow the mandated requirements of due process. Any disciplinary action taken against an employee must occur within forty-five (45) days after the supervisor's discovery of the employee conduct leading to such action.

No employee shall be discharged without sufficient cause. Any disciplinary action taken against an employee shall be appropriate considering the conduct precipitating such discipline.

Other than the conferences held pursuant to the evaluation procedure, set forth in this Agreement, any employee who has received written communication from his/her supervisor indicating that disciplinary action is contemplated or has received verbal discipline shall be entitled to have an Association representative and/or legal counsel present at all subsequent meetings. Once such representation is requested, no further action shall be taken until the representative is present or has been given ample time to appear. For purposes of this provision, ample time shall mean twenty-four (24) hours if Association representation is being requested and seventy-two (72) hours if legal counsel is being requested.

Any written notification shall state that the basis for any disciplinary action or actions shall be made available to the employee, in writing, prior to any subsequent meetings, upon request, and that the employee has a right to representation as herein provided.

The District shall notify any employee concerning complaints directed against such employee, involving serious allegations justifying any investigation by the District.

SECTION 4.4 ACADEMIC FREEDOM/CONTROVERSIAL ISSUES

Within reasonable district guidelines and board policy, academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning. Academic freedom includes a commitment to democratic tradition; a concern for the rights, welfare, growth and development of children; consideration for the concerns and desires of the community; and an insistence on objective scholarship. Accordingly, the Board and the Association agree as follows:

- A. In handling controversial issues, teachers shall endeavor to develop in students an ability to meet issues without prejudice and without judgment while facts are being collected, assembled, weighed and evaluated and until relationships are developed, before drawing inferences or conclusions.
- B. The ability of pupils to progress and mature academically is a combined result of the school, the home, the economic and the social environment and the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- C. Subject to reasonable administrative guidelines, teachers shall have the authority to select the methods of instruction and shall be delegated the authority to select materials used for the instruction of students subject to the District policies on Selection of Instructional Materials. Such administrative guidelines shall be published and distributed to all certificated staff from time to time, as adopted.
- D. In order to foster and protect academic freedom in the classroom no mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis where such device would allow any person outside the classroom to listen to or would allow any person to record the proceedings in any class without the written permission of the Board or Superintendent or their/his designee and notification to the classroom teacher. In no case may any recording device be employed for the purpose of employee evaluation without the permission of the employee.

SECTION 4.5 PERSONNEL FILES

Each employee shall, upon request, have the right to inspect all contents of his or her complete personnel file kept within the district, excluding confidential employment references. Upon request, a copy of any documents contained therein shall be afforded the employee at no cost to the District. No secret (duplicate, alternative or other personnel) file shall be kept anywhere in the district. A separate file for processed grievances shall be kept apart from the employee's personnel file, which shall be open for inspection by the teacher. Anyone, at the employee's request, may be present at this review.

Each employee's personnel file shall contain the following minimum items of information: The employee's evaluation report; copies of annual contract; teaching certificate; a transcript of academic records.

Upon request by the employee, the superintendent or his/her official designee shall sign an inventory sheet verifying the contents of the personnel file and date same; provided the employee shall not make an unreasonable number of requests.

No derogatory material making any reference to a teacher's competence, character, or manner, shall be kept or placed in the personnel file without the teacher's knowledge and the right to attach his/her written comments, addressing such specific matters in said files.

No derogatory material except those items that fall under the constraints of RCW 28A.400.301 shall remain in a teacher's file for more than five (5) years from the date of entry, so long as there are no related intervening reports concerning the employee.

SECTION 4.6 TEACHER PROTECTION

4.6.1 LIABILITY INSURANCE

The District agrees to maintain and pay for liability insurance covering certificated employees within the bargaining unit, covering liability incurred by them as a result of their negligence within the scope of their employment with the district, whether it be pursuant to a regular contract or supplemental contract, in accordance with current coverage, now provided, which present policy or policies and subsequent renewals thereof, during the term of this agreement, are incorporated herein by reference. Said policy shall provide for the defense of any such liability claims. The District further agrees that the monetary limitation for such insurance, as currently provided in its present policy may be increased, however, it shall not be reduced for the above coverage during the term of this agreement. The District agrees that no claims for reimbursement shall be presented against any employee for monies expended by the District under any such policy coverage on behalf of such employee.

4.6.2 INSURANCE WHILE ENGAGED IN MAINTAINING ORDER, ETC.

In addition, the District agrees to provide all certificated employees with insurance protection covering said employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance will include liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage to their personal property incurred while so engaged. The District agrees to pay the amount of any "deductible" provided for in any such insuring agreement, provided. However, the District's obligation to provide such insurance shall not apply to the extent that any valid or collectible insurance, whether on a primary, contingent or excess basis is available to any employee under any other policy of insurance.

4.6.3 HANDLING OF COMPLAINTS AGAINST EMPLOYEES

It is agreed that parents/citizens who have concerns with matters regarding an employee will be encouraged to confer directly with the employee involved in order to seek resolution of the concern. If a parent/citizen elects to confer with the employee and no resolution is reached, the parent/citizen may then take the concern to the building principal for resolution.

If a parent/citizen declines to confer with the employee or resolution was not reached by meeting with the employee, the principal will attempt to resolve the concern between the employee and parent/citizen through a conference with the parent/citizen and shall have a conversation with the employee unless prohibited by law. Should resolution not be reached through said conference and conversation and before any action other than investigation is taken, the building administrator will report the concern to the employee in writing, as early as possible, not to exceed five (5) school days from the completion of the conference so that any necessary defense or response may be undertaken by the employee.

The following procedures apply to the processing of a complaint that cannot be resolved in the manner described above:

- A. If the problem is not satisfactorily resolved at the building level, the parent/citizen should file a written complaint with the Superintendent that describes the problem and suggests a solution, as outlined in Appendix B. The Superintendent shall send copies to the principal and staff member(s) within five (5) school days of receipt of the complaint.
- B. The employee shall acknowledge receipt of the complaint.
- C. The employee has the right to respond in writing or in person to the Superintendent regarding the complaint within five (5) school days.
- D. The Superintendent shall then attempt to resolve the matter through a conference with the parent/citizen.

If the matter is still not resolved, the Superintendent shall present the issue to the Board. The complaint shall be handled in executive session in the presence of the staff member. The Board shall attempt to make a final resolution of the matter. Any formal actions by the Board must take place at an open meeting. If such action may adversely affect the contract status of the staff member, the Board shall give written notice to the staff member of his/her rights to a hearing.

SECTION 4.7 STUDENT DISCIPLINE

4.7.1 GENERAL PROVISIONS

- A. Every teacher has the right to expect acceptable behavior from all students under his or her control and every teacher has the duty and responsibility to maintain discipline and an adequate educational atmosphere among all students under his or her direct control.
- B. Discipline shall be enforced reasonably, fairly, and consistently among all students.
- C. A teacher may, at any time, use such reasonable force, consistent with law, as is necessary to protect himself or herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury.
- D. The administration and Board shall support and uphold its teachers in their use of prudent, legal and reasonable disciplinary measures to maintain order and protect the safety and well-being of pupils and employees.
- E. The District, as appropriate, shall seek an emergency expulsion for any student who assaults an employee. Additionally, the District shall review the I.E.P. and when necessary seek court injunction to allow expulsion of a special education student if the student's assault or misconduct was related to his/her disability.

4.7.2 PROCEDURES (STUDENT DISCIPLINE)

- A. The staff at each building will develop, implement, and annually evaluate procedures that deal with chronically disruptive or aggressive students. In accordance with WAC 180-44-020, the teacher shall maintain good order and discipline in the classrooms at all times. Such duty should be carried out in such a way as to cause the least disruption of the educational process for the student and others.
- B. In case of student misconduct or insubordination which violates written rules of the District and unreasonably disrupts the educational process, the teacher is empowered to exclude the student from his or her individual classroom and instructional or activity area and require the student's attendance in the office of the principal or his designee. The student may be removed from a classroom or instructional area for all or any portion of the balance of the school day or up to the following two days, or until the principal/designee has conferred with the teacher, whichever occurs first. Provided, that except in emergency situations as provided for in WAC 392-400-290, the teacher shall have first attempted one or more alternative forms of corrective actions prior to excluding a student. Provided further, that in no event without consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded. Final decision regarding said pupil's discipline shall be at the discretion of the principal or designee. In cases, however, where a student has assaulted an employee, the student shall not be returned to the classroom. (Assault means usual and customary)

- C. In cases of chronic repeated student misconduct and/or insubordination a student will participate in behavior management instruction as provided by an appropriate staff member who may also recommend further intervention.
- D. If the principal does not concur with the teacher's recommendation in accordance with letter "C", above, the teacher shall be so informed of the reasons in writing.
- E. If the building administrator and the teacher involved mutually agree, an agreement including a statement of expectations and conditions may be requested of the student, parent or guardian, prior to readmission, provided nothing contained herein shall be construed to limit or restrict any student rights and responsibilities. Each party shall receive a copy of the agreement, if executed.

4.7.3 ENFORCEMENT OF DISCIPLINE

All student disciplinary actions shall be enforced and administered in accordance with Chapter 180-44 of the Washington Administrative Code and other applicable laws and rules and regulations.

SECTION 4.8 INDIVIDUAL CONTRACTS

4.8.1 GENERAL PROVISIONS

The Board shall make, with each employee employed by it, a written contract, which shall be in conformity with the laws of the state of Washington, and with this Agreement, and except as otherwise provided by law, limited to a term of not more than one (1) year. Every such contract shall be made in triplicate, one copy to be retained by the school district superintendent or secretary and one copy to be delivered to the employee thereafter, provided that the District shall initially deliver one extra copy to the employee to be retained by the employee at the time of execution.

At the time of signing an individual contract, a teacher must affirm that he or she has not signed any other employment contract for the same term in another school district in the state of Washington or that the board of directors of such other school district has released said teacher from his or her obligations under the previous contract. Failure to so affirm or any untruthful affirmation shall be sufficient cause for an employee's discharge.

4.8.2 RELEASE FROM INDIVIDUAL CONTRACTS

Any employee, as defined in this Agreement, may terminate his or her employment contract with the District effective August 31, by giving written notice of his or her resignation by certified mail, on or before the first (1st) day of July immediately preceding the effective date and said employment contract may be terminated after July 1 for the following academic school year only by mutual agreement between the employee and the District.

In the event that the employee requests a release from his or her employment contract, after July 1, agreement by the District shall not be unreasonably withheld and special consideration shall be given to releasing such an employee, if possible, if:

- A. Illness or other personal employee difficulties make it impossible for the employee to continue his or her employment with the District; or,
- B. A qualified employee can be hired to replace the employee and there would be no detrimental effect to the educational program of the District.

SECTION 4.9 SUPPLEMENTAL CONTRACTS

All district specified co-curricular and other employment supplemental to and apart from the regular employment contract assignment shall be by supplemental written contract. At such times as the District shall have employment openings for such employment, the District shall give general notice thereof.

Whenever the District has decided to offer supplemental contracts, such contracts shall be offered at the earliest possible date following the decision to offer supplemental contracts, regardless of the date upon which the performance of such supplemental contract is to commence. In any event, the District shall notify employees who have received supplemental appointments, in writing and issue supplemental contracts no later than thirty (30) days before the assignment is to begin.

An employee may resign from a co-curricular assignment by giving written notice to the Superintendent at any time prior to ninety (90) days before the date that performance of such assignment is to commence, and not otherwise. No supplemental contract shall be valid for more than one (1) academic school year and no supplemental contract shall be renewed or offered except by order of the Board at its sole and absolute discretion.

4.9.1 SUPER FTE

The District will post all super FTE vacancies for five (5) days within the district before advertising the vacancy outside of the district.

SECTION 4.10 ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

4.10.1 DEFINITIONS

For the purpose of this section the terms below shall be defined as follows:

1. TRANSFER - A transfer shall mean a change from an employee's current building to another building, except when an employee is assigned to a program that changes location and the employee moves with the program.

2. VOLUNTARY TRANSFER – A voluntary transfer shall mean an employee-requested transfer.
3. INVOLUNTARY TRANSFER – An involuntary transfer shall mean a transfer that the District has initiated and an employee has not requested.
4. ASSIGNMENT - An assignment shall mean the placement of an employee in a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g., special education or librarian) and the worksite.
5. REASSIGNMENT – A reassignment shall mean a change in an employee’s assignment within the building.
6. VACANCY - A vacancy shall mean any unassigned position that may occur due to the resignation, nonrenewal, discharge, or death of an employee or any newly created position that the District intends to fill through hire or voluntary transfer.

4.10.2 GENERAL PROVISIONS

1. All assignments shall be made in accordance with State and Federal laws, the regulations of the state Professional Education Standards Board (PESB), the educational requirements of the District, and the particular qualifications of the individual employees as determined by the Board or its designee.
2. Each employee who has indicated, in the manner prescribed by the District, an intent to return to the district during the next succeeding school year, shall receive, at the time his/her individual contract is delivered by the District for the employee's signature, a notice of tentative assignment for the following year which shall state the subject matter and/or grade level to be taught. Such tentative assignments may be changed with prior written notice to the employee, where staffing needs require, as determined by the District. The District will provide notice of tentative assignment by August 1 unless negotiations for a successor agreement have not been completed by July 15.
3. Transfers shall be made in the interest of District staffing, programs, students, and staff development needs. Transfer procedures shall be distributed to staff. Reasonable efforts shall be made to notify affected staff as soon as possible.
4. Current continuing contract employees shall be given the opportunity to apply for a transfer and/or reassignment. This Section 4.10 does not apply to employees on non-continuing contracts or employees on probationary status. Nothing herein shall prevent the District from reassigning or transferring current employees who have not voluntarily requested same so long as the provisions of this Section are followed.
5. The District shall endeavor to fill vacancies through the voluntary process, but it is understood that all reassignments and transfers are made at the sole discretion of the District and shall be made in accordance with the provisions and criteria of this Section 4.10.

6. In the event that the District requires an employee to move out of his/her assigned room or an employee volunteers for an involuntary transfer or reassignment, the employee shall receive one additional work day. The additional work day will be provided for under the provision of a supplemental contract at the per diem rate of pay.
7. No employee currently assigned to a K-8 position shall be transferred or reassigned involuntarily more than two grade levels over a two-year period commencing the school year immediately following a change in assignment.
8. A district designee will confer with teachers who are changing positions to discuss training and/or support needs. The district will provide training and/or support it deems necessary for teachers changing grade levels in elementary school or for those making significant content changes at the secondary level for up to one year. After conferring, a teacher may decline the opportunity for support or training if the individual believes he or she is appropriately prepared to assume his or her teaching responsibilities.

4.10.3 ASSIGNMENTS

1. Employees may at any time indicate their preference for a specific program, subject(s) or grade level at their current building or work site. They may do so by submitting their preference to their Principal or other appropriate supervisor on the Assignment Preference form. If the request is for the next school year, the form shall be submitted to the Principal prior to February 1.
2. Employees requesting reassignment shall be reviewed and considered by the building or site administrator before new hires and transfers so long as the qualifications prescribed in 4.10.2 are met.
3. No employee shall be reassigned or involuntarily transferred in their retirement year, provided they have submitted irrevocable notice of their retirement to the Human Resources Department.

4.10.4 POSTINGS

1. Postings will be sent electronically to the staff and Association President as far in advance of the date of filling a vacancy as possible, but in any event not less than twelve (12) days prior to filling of the opening. Provided that, if a vacancy occurs as a result of transferring an employee to fill the original vacancy, the District shall publicize the subsequent vacancy no later than seven (7) days prior to filling the vacancy.
2. The posting required above:
 - a. Shall include, if known, the specific assignment, the qualifications for the position, and the procedure and deadline for applying.

- b. During the school year, shall be emailed to the Association President and staff and placed on the Stanwood - Camano School District website.
 - c. During the summer break, job postings will be posted on the Stanwood - Camano School District website. Notice of postings shall be emailed to the Association President and to individuals who have expressed desire for said position by completion of the Transfer Request Form noted in 4.10.5.
3. The posting requirement contained herein shall not be required for any position to be filled by employees awaiting recall in accordance with the Layoff and Recall procedure contained herein.

4.10.5 VOLUNTARY TRANSFERS

- 1. All transfer requests must be submitted to the Human Resources department no later than April 1. All transfers will be based on qualifications for the position.
- 2. An employee on a non-continuing contract or probationary status will not be considered for voluntary transfer.
- 3. An employee must hold a continuing contract FTE equal to or greater than the position to which they are seeking a transfer.
- 4. Each building will accept a minimum of one (1) non-provisional employee transfer per academic year.
- 5. A qualified employee, who has submitted a transfer request as provided herein, shall be given first refusal for any vacancy unless the requirement in 4.10.5(4) has been satisfied. Provided that, if two or more qualified employees submit transfer requests for the same vacancy, then the principal shall choose who shall have first refusal for the vacancy.
- 6. The following procedure shall be used for voluntary transfers:

Requests for transfers by an employee to a vacancy will be submitted on the Transfer Request form as follows:

- A. If the request is that said transfer be effective for the following year and not specific to an advertised opening, such a request shall be submitted no later than April 1.
- B. If the request is for a specific posted position for the current school year, the employee shall specify same on the Transfer Request form and shall submit said form by the deadline contained on the posting. In the event a current continuing employee is selected for transfer, said position shall be filled with a long-term substitute for the remainder of the school year.

C. Requests shall remain on file for one year from date of receipt by the Human Resources Department.

7. In the event that a transfer request is not granted, the Director of Human Resources shall notify the employee in writing of the reason(s) for not granting the request.

4.10.6 INVOLUNTARY TRANSFER

1. Involuntary transfers shall be determined by seniority as defined in Section 7.10.4.
2. Employees identified for involuntary transfer shall be reviewed and considered first for any vacancy for which they qualify which becomes available for the school year immediately following the effective date of the transfer.
3. In the event that an employee is involuntarily transferred, training time or other preparation time required by the District will be provided for under the provision of a supplemental contract at the per diem rate of pay. Any such required training shall be at no cost to the employee.
4. Whenever possible, the District will give at least five (5) school days written notice to the employee who is to be involuntarily transferred.

4.11 CLASS/DUTY COVERAGE

Any employee who is unable to continue her/his regular classes or duties due to illness or other cause provided for in this Agreement will notify her/his immediate supervisor or the supervisor's designee immediately but shall not leave her/his teaching station until a qualified person is in attendance.

The employee will not be responsible for securing someone to cover his/her assignment.

When an employee is required to cover another teacher's class for all or part of a period of instruction, he or she will receive \$25 of compensation. A period at the elementary level shall be defined as forty-five (45) minutes.

4.12 ASSIGNMENT EXCHANGE

In accordance with the educational requirements of the District and the particular qualifications of the individual employees, two or more employees may make a written request by April 30th to the superintendent to temporarily exchange assignments. The superintendent shall grant the request or give written cause if such request is denied by May 31st. Such assignment exchanges when effected are temporary and at the end of such assignments the employees shall return to his or her regular assignments. Denial of an assignment exchange shall not be grievable beyond the School Board level.

4.13 JOB SHARING

For the purpose of this agreement job sharing means the situation whereby two bargaining unit members voluntarily agree in writing to share one position that would normally be filled by one employee. Participation in a job share shall be subject to annual District approval and the District will determine the number of job sharing positions, if any, within the District for that year. The parties acknowledge and agree that while a job share arrangement may be desired by an employee, it is the priority of both the District and the Association to have a sound, consistent and cohesive educational program for the students.

Wages, Hours, and Working Conditions

- A. Job share partners shall be treated in the same manner as other part-time bargaining unit members with relation to compensation and benefits.
- B. Job-sharing certificated employees shall be given experience credit for advancement on the salary schedule based on the employee's FTE.
- C. Continuing contract employees who have been granted a job share may either resign the remaining portion of his/her FTE or apply for a leave of absence for the remaining portion of his/her FTE. If an employee wishes to continue a job share after one year, he/she must resign the leave portion of his/her assigned FTE. After one year the District is under no obligation to hold open the position a job share partner held before assuming a job share assignment. (For Leave of Association President see Section 5.9)
- D. Should a job sharing participant not be able to complete the job sharing situation for any reason, the district will deal with the situation according to the following priorities:
 - 1. First, offer full time employment to the remaining job sharing person;
 - 2. Second, seek a compatible replacement, with the remaining partner working full-time until the replacement can be found;
 - 3. Third, if the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.

Application Procedures

Employees with satisfactory evaluations who have non-provisional continuing contracts with the District may apply for a job share assignment. Such application should be submitted as a team in writing to the building principal by April 1 of the preceding contract year and indicate the employees' desire to job share the ensuing school year. The proposed teaching combination must have the approval of the building principal and the Director of Human Resources.

Responsibilities of job share partners shall be divided and/or allocated according to a written plan designed by the job-share partners with the approval of their immediate supervisor. Items to be addressed in job sharing applications are set forth in Appendix C.

ARTICLE V
LEAVES

SECTION 5.1 GENERAL LEAVE PROVISIONS

All leaves hereinafter provided for shall be without pay unless specifically stated otherwise. An employee who is on a valid leave under any specific leave provision, shall not take leave under any other leave provision, to extend the total leave, without express approval from the Board.

SECTION 5.2 LEAVE FOR ILLNESS, INJURY AND EMERGENCIES

All employees, as defined by this Agreement, shall be entitled to annual leave with compensation for illness, injury, family illness, and emergencies as follows, and not otherwise:

1. For such persons under contract with the school district for a full year, twelve (12) days;
2. For part-time employees, sick leave shall be granted, used and accumulated at the same rate as the ratio of time actually worked by such employees to the time actually worked by full-time equivalent employees bears to the twelve (12) days, (i.e. half-time employee would receive twelve-half days; 4/7-time employee would receive twelve 4/7ths days, etc.).
3. Compensation for any such leave actually taken shall be the same as the compensation such employee would have received had such employee not taken the leave as herein provided;
4. Any such leave not taken in any one year shall accumulate from year to year without limit and may be taken at any time during the school year for illness, injury, family illness, or emergency.
5. Unless impossible, the employee shall notify the District as soon as the leave is contemplated and, in any event, no later than two hours prior to the time the employee would otherwise commence the performance of his or her duties with the school district if such employee intends to take leave for illness, injury, family illness, or emergency.
6. Family illness shall be granted when such absence is required to care for a member of said employee's immediate family where such member of the employee's immediate family is unable to care for himself/herself and there is no other family member in a position to provide such adequate care.
7. Following any return from such leave taken, the employee shall submit a written statement setting forth the inclusive dates of the leave taken, the reason or reasons why said leave was taken and the name or names of any physicians which may have been consulted in connection with said leave.

8. The District will comply with applicable state law regarding compensation for unused accumulated leave.

5.2.1 LEAVE SHARING PROGRAM

- A. Certificated employees may participate in the Stanwood-Camano School District Leave Sharing Program as regulated by state law and provided by Board policy.
- B. An employee shall be entitled to receive leave under this item if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, or who has been called to the uniformed services and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment.
- C. An employee receiving such leave sharing transfer must have depleted or will shortly deplete his or her accumulated sick leave.
- D. Staff members receiving workers' compensation are not eligible to receive leave sharing.
- E. An employee needing leave days shall submit a request to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee.
- F. The superintendent, or designee, shall determine the amount of leave, if any, which an employee may receive. A full-time employee shall not receive a total of more than one hundred eighty (180) days leave. Part-time employees shall not receive more than their pro-rata share.
- G. An employee who has accrued a sick leave balance of more than twenty-two (22) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer that would result in his or her sick leave account going below twenty-two (22) days.
- H. The donating employee will complete the District form on leave sharing and submit the completed form to the personnel office.
- I. While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.
- J. Recipients must use accumulated donated hours on consecutive work days unless recommended otherwise by a physician's statement and approved by the director of personnel.
- K. Transfer of leave shall not exceed the donating employee's requested amount.

- L. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- M. Any leave transferred under this policy which remains unused shall be returned to the employee who donated the leave. To the extent administratively feasible, the unused leave which was transferred by more than one employee shall be returned on a prorata basis. For example, if three people each donate one hour to someone and only one of the three hours is used, two-thirds of one hour of leave would be returned to each donating employee.

SECTION 5.3 MATERNITY LEAVE

A maternity leave of absence, for a period not to exceed six (6) months, shall be granted without pay to a pregnant employee upon her confirmation of pregnancy. Except in cases of medical emergency, the employee shall have the following options provided the employee informs the District at least thirty (30) days prior to the date on which the leave is to begin, and of the approximate time she expects to return to work:

1. Only those employees with active teaching assignments and receiving compensation for work performed may take a maternity leave, as herein provided, without pay, for a period of up to six (6) consecutive months: provided the employee may utilize any accumulated sick leave within said period and not in addition; and provided further, that said leave shall be automatically extended, as necessary, to accommodate the employee's return at the beginning of a semester, or;
2. The employee may terminate her employment.

A pregnant employee shall continue to work at her employment so long as she is adequately capable of performing the duties of her job. For such employees, all the employment rights shall be guaranteed upon return from maternity leave and reasonable effort will be made to return her to the same assignment, or to a reasonably equivalent position with at least equivalent compensation. The provisions for maternity leave apply for paternity leave.

SECTION 5.4 ADOPTION LEAVE

The parties recognize that under certain circumstances, it may be necessary for an employee to take a leave of absence as an adoptive parent in order to provide the necessary initial care for the adopted child. Accordingly, the employee shall be granted a leave of absence, without pay, for a period not to exceed six (6) months, for the purpose of providing such initial care, upon confirmation of an interim order awarding custody of the adopted child or final decree of adoption. The employee shall have the following options, provided that as soon as possible and no later than thirty (30) days following any order allowing the employee custody of the adopted child, the employee shall notify the District as to which of said following options the employee intends to take, including the date of leave or termination and, if the employee intends to return to work with the District, the date that he or she will return to work:

1. The employee may take the adoption leave, as herein provided, without pay, for a period of up to six (6) consecutive months; provided that said leave shall be automatically extended, as necessary, to accommodate the employee's return at the beginning of a semester; or
2. The employee may terminate his or her employment with the District. For all employees returning to work following an adoption leave, all employment rights shall be guaranteed upon return and reasonable effort will be made to return said employee to his or her former position, or to a reasonably equivalent position with at least equivalent compensation.

Adoption leaves, as herein provided for, shall be allowed to employees for placement with the employee of a son or daughter for adoption. For purposes of leave taken for adoption, son or daughter means an adopted child who is either under age 18, or age 18 or older and incapable of self-care because of mental or physical disability at the time the leave is to commence.

SECTION 5.5 PERSONAL LEAVE

An employee shall be granted up to three (3) full days of leave per year with pay for personal reasons. An employee may accumulate up to a maximum of six (6) days of leave at any given time.

No more than ten (10) percent of employees per building shall be granted personal leave for the same day. When a school site has less than 10 employees, a maximum of one (1) employee may be granted personal leave for the same day. It shall be the responsibility of the District to immediately notify an employee requesting personal leave if the ten (10) percent employee limitation has been exceeded. Failure to so notify by the District shall be construed as a granting of said leave.

SECTION 5.6 BEREAVEMENT LEAVE

Bereavement leave, for up to five (5) days per occurrence with pay, and otherwise without pay for attendance at a funeral, including travel time, shall be allowed as required in accordance with the following:

- A. Leave to attend the funeral of an immediate family member or other close relative shall be allowed up to five (5) days per occurrence; and,
- B. Leave to attend a funeral for other relatives or close friends shall be allowed up to two (2) days per occurrence.

SECTION 5.7 JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty, as required by law. The teacher shall notify the District when notification to serve on jury duty is received.

Leave of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law on a school related issue.

Leave of absence without pay shall be granted when a teacher is subpoenaed to appear in court of law on a non-related school issue.

SECTION 5.8 MILITARY LEAVE

Every employee who is a member of the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized Reserve or Armed Forces of the United States shall be entitled to and shall be granted military leave of absence from employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the employee may take part in active duty training in such manner and at such times as he or she may be ordered to active duty training. Such military leaves of absence shall be in addition to any other paid leave to which the employee might otherwise be entitled, and shall not involve any loss of privileges or pay.

It shall be the duty of all employees who may be ordered to take part in active duty training from time to time pursuant to the above leave policy to make every effort to schedule such training during the non-academic school year and/or non-working hours and to notify the District, as soon as known, of the dates of any leave anticipated under this provision. It shall further be the duty of each employee taking military leave to supply the District with a statement of his earnings from the military while on such leave.

SECTION 5.9 ATTENDANCE AT MEETINGS AND CONFERENCES

Employees who are authorized in advance by the Board or its designee to attend meetings, conferences, symposiums and seminars, as a district representative, shall be afforded leave for attendance thereat, with no loss of pay and the District shall reimburse said employee for actual travel expenses incurred at the current Internal Revenue Service (IRS) rate per mile.

SECTION 5.10 ASSOCIATION LEAVE

The Association shall be allowed up to a maximum of forty-five (45) employee days per year with pay, for the transaction of official association business stemming from or related to the local bargaining relationship, including but not limited to conferences and negotiations with the employer, contract administration and maintenance investigation of grievances, preparation for and participation in grievance arbitration hearings; provided that the Association shall reimburse the District for the cost of substitutes required to maintain and continue the District's program as

a result of any employee leaves taken pursuant to this provision. The District and Association may agree to increase the number of Association leave days as needed for bargaining.

Those eligible for such leave are at the sole discretion of the Stanwood-Camano Education Association President and require his/her written approval for each leave request. The Association will notify the District as soon as possible prior to any leave being taken.

If the District's authority to grant Association leave is challenged and the District is required by a court of law to collect an additional amount from the Association for services lost during Association leave, the Association agrees to reimburse the District the amount required and to bear the cost of any legal defense of this provision; provided, however, that the Association shall have the right to select the attorney(s) responsible for litigating, on behalf of the District, any challenge to this provision.

The District shall make appropriate leave provisions for officers of the Association to carry out activities necessary for the organization to fulfill its legal responsibility of bargaining representative of employees. The District and the Association recognize that these leave provisions for association officers are provided to meet the organization's representation responsibilities. Financial arrangements for this leave shall be consistent with the provisions of chapter 41.59 RCW.

Leave Provisions for Officers:

- A. The president of the Association shall be provided leave for the school years for which he/she is elected, without loss of salary, stipend, or fringe benefits, subject to full reimbursement to the District.
- B. At a mutually agreed upon date following election to office, the incoming president-elect for the ensuing school year shall be provided leave for the remainder of the school year, without loss of salary, stipend, or fringe benefits, subject to full reimbursement to the District.
- C. Bargaining Unit employees, who were or are elected to serve as president of the Association in a full time or regular part time position, shall be granted a leave of absence for the duration of their term of office. The Association shall notify the District in writing and request such leave of absence on behalf of the employee(s). The District shall make retirement contributions on said employee in accordance with applicable laws and regulations contingent upon being fully reimbursed by the Association. Presidents who are granted a leave of absence in accordance with this paragraph of the Collective Bargaining Agreement shall retain their seniority rights and shall be entitled to a salary increment if they would have otherwise been eligible for such advancement on the salary schedule and any other contractual considerations granted to other employees covered by the Collective Bargaining Agreement.

The president of the Association who has been provided leave pursuant to Chapter 41.59 RCW shall resume duties with the District at the conclusion of the term of office, unless re-elected to the same office. Upon return to duty, the president who has been released shall be given the same job assignment as last held, if possible, or, in the alternative, the employee shall be assigned to a substantially equivalent assignment. The president shall retain the same position on the salary schedule and receive an increment if eligible and not already at the maximum

salary lane. The District agrees to maintain accumulated sick/emergency leave, retirement, and seniority rights for the president during the period of leave.

The cost of daily rate substitutes for District staff members released for short terms to serve as consultants to, or representatives for, the Association shall be reimbursed to the District by the Association.

SECTION 5.11 OTHER LEAVES

Upon application to the Board, an employee, at the sole discretion of the Board, may be granted up to one (1) year leave of absence without pay for the purpose of study, travel, recuperation, work in a professionally-related field, or other approved activities, at the discretion of the Board.

Upon return from such leave the employee shall be given the same job assignment as last held, if possible, or, in the alternative, the employee shall be assigned to a substantially equivalent assignment. Employees on leave pursuant to the provisions hereof may, at the discretion of the Board, be granted an extended leave not to exceed one (1) additional year.

ARTICLE VI SALARIES, STIPEND AND BENEFITS

SECTION 6.1 SALARY PAYMENT

All salaries shall be paid in accordance with the employee's placement on the salary schedule. During the life of this agreement, the salary schedule shall be the same as the current statewide Salary Allocation Schedule for Certificated Instructional Staff, otherwise known as the state LEAP schedule. Advancement and placement on the salary schedule shall follow the rules of OSPI (Office of the Superintendent of Public Instruction) and the laws of the state of Washington.

1. Additional salary improvements, if any, shall be provided to the extent of explicit authorization and specific salary funding therefore, so long as such improvement is allowed by law and in keeping with all compliance requirements. Any adjustments affecting individuals covered by this Agreement will be made as soon as feasible after information is available.
2. If the District is determined to be out of compliance with state law or is in violation of the terms of SSHB 455, laws of 1987, as a result of granting any increase, the salaries of District instructional certificated personnel shall be adjusted downward by an equal percent to comply with the maximum compliance level allowed under SSHB 455 and the current state budget.
3. Article VI Section 6.1 shall be opened for negotiations if the present salary limitation laws are voided as applied to school districts by a final and binding court decision or legislative action.

4. Section 6.1 will be reopened annually for negotiations.
5. It is the intent of the District to provide the maximum funds for salary for Basic Education Act (BEA) teachers, as authorized and funded by the legislature and non BEA will be paid per negotiated salary schedule.
6. The Association agrees that all TRI Days shall be subject to passage of the Maintenance and Operations levy.
7. The hourly per diem rate of pay for full time employees shall be determined by dividing the employee's annual salary by 180 days, then by 7 hours. For less than full time employees the hourly rate shall be determined by dividing the employee's annual salary by the number of days in their contract, then by the number of hours per day for which they are contracted.

SECTION 6.2 SALARY PAYMENT PROVISIONS

All certificated employees shall be paid in twelve (12) equal monthly installments. All certificated employees shall receive their payroll warrant on the last working day of each month or when the state apportionment is not available (on the last work day of the month) the employee shall receive their warrant on the last business day of the month. In the event of mistake in payment, the following rule shall apply.

- A. In the event of underpayment, correction will be made on or before the 10th day of the following month, provided the District is notified by the 5th of the month, otherwise on the following paycheck.
- B. In the event of overpayment, reimbursement to the District will be taken from the second check following the notification; provided that if there is none, it shall be deducted from the check.
- C. If overpayment amounts to 30% or more of an employee's check, deduction may be prorated over a 4-month period, provided the employee remains so long employed; otherwise, subparagraph B will apply.

2012-2013 Salary Schedule

Education	BASE= \$33,401								
	01 BA + 0	02 BA + 15	03 BA + 30	04 BA + 45	05 BA + 90	06 BA + 135*	07 MA	08 MA + 45	09 MA + 90
Experience	G								
0	\$33,401	\$34,303	\$35,238	\$36,175	\$39,180	\$41,116	\$40,045	\$43,051	\$44,989
1	\$33,851	\$34,765	\$35,712	\$36,69	\$39,727	\$41,652	\$40,490	\$43,527	\$45,452
2	\$34,279	\$35,202	\$36,159	\$37,212	\$40,241	\$42,186	\$40,938	\$43,966	\$45,912
3	\$34,720	\$35,653	\$36,620	\$37,706	\$40,729	\$42,722	\$41,363	\$44,384	\$46,377
4	\$35,153	\$36,127	\$37,099	\$38,224	\$41,264	\$43,271	\$41,808	\$44,849	\$46,857
5	\$35,600	\$36,578	\$37,561	\$38,748	\$41,777	\$43,824	\$42,261	\$45,291	\$47,339
6	\$36,060	\$37,017	\$38,032	\$39,279	\$42,293	\$44,352	\$42,725	\$45,740	\$47,797
7	\$36,868	\$37,839	\$38,868	\$40,182	\$43,241	\$45,356	\$43,594	\$46,652	\$48,768
8	\$38,050	\$39,074	\$40,127	\$41,550	\$44,651	\$46,844	\$44,961	\$48,063	\$50,254
9		\$40,353	\$41,459	\$42,933	\$46,106	\$48,373	\$46,3443	\$49,518	\$51,785
10			\$42,806	\$44,387	\$47,602	\$49,945	\$47,798	\$51,014	\$53,356
11				\$45,883	\$49,169	\$51,558	\$49,295	\$52,581	\$54,969
12				\$47,332	\$50,777	\$63,238	\$60,850	\$54,188	\$56,650
13					\$52,425	\$54,959	\$52,460	\$55,836	\$58,370
14					\$54,081	\$56,745	\$54,117	\$57,600	\$60,157
15					\$55,488	\$58,221	\$55,523	\$59,098	\$61,721
16					\$56,597	\$59,385	\$56,634	\$60,279	\$62,955

For credits earned after the BA degree but before the MA degree:

Any credits in excess of 45 may be counted after the MA degree.

*Grandfathered, no new movement to column BA + 135

SECTION 6.3 PROVISIONS GOVERNING EMPLOYEE SALARY SCHEDULE

6.3.1 PLACEMENT OF BEGINNING TEACHERS ON THE SCHEDULE

All beginning teachers' salaries shall commence no lower than Step BA-0 (1.000) on the salary schedule.

Approved credits, for purposes of educational increments, shall be credits earned from an accredited college or university as undergraduate or graduate credit, subsequent to receiving a BA (Bachelor's) Degree. No employee, who has been initially rated, prior to August 31, 1978, shall be rerated for placement on the Salary Schedule, except in the case of a clerical error relating to a provisional employee during the 1978-79 school year.

6.3.2 INITIAL RATING

The initial rating on the salary schedule is determined by the following criteria:

1. To qualify for placement on a salary schedule, official transcripts of all college or university work must be submitted and be filed in the office of the superintendent. Classification on the schedule is for a full school year.
2. Credit shall be granted for each full year of contracted service. When partial year experience equals or exceeds 0.5 of a year of experience, such experience shall be rounded to the next full year. Employees rated prior to September 1, 1989, shall be grandfathered, provided that, subsequent experience shall comply herewith.

3. Credits must be earned prior to September 15 to be used in salary calculations for that year. All approved credits earned after September 15 will be used for the following academic year's salary calculations.

6.3.3 INDEX

Increments for experience and education will be in accordance with the index shown on the salary schedule, provided that after the employee's initial position is established on the schedule, only subsequent experience and credits will be allowed thereafter for advancement on the salary schedule.

6.3.4 CERTIFICATE AND DEGREE REQUIREMENTS

No teacher shall be employed who does not hold an effective teachers certificate or other certificate required by law or the State Board of Education for the position for which the employee is employed and to continue employment thereafter they shall keep such certification in effect. The Bachelor's Degree (BA) post on the salary schedule is reached only when the Bachelor's Degree has been formally granted to the employee by an accredited college or university.

Vocational employees moving to non-vocational assignments become exempt for the non-vocational portion of their assignment until returning to a vocational assignment. Vocational employees adversely effected by this section will be notified no later than May 1 of the year prior to the expiration of their vocational certificate. Notice will also be given on or before October 1 of the school year of expiration.

If the only impediment to receipt of a vocational certificate is failure to "sign off" by the local vocational committee, the provisions of this section do not apply.

6.3.5 EDUCATION CREDITS

- A. Education credits will be granted for university and college work in a field related to the employee's work assignments earned subsequent to the Bachelor's (BA) Degree, provided that, any credits accepted by the office of the Superintendent of Public Instruction (OSPI) towards a continuing teacher certificate shall be granted towards salary schedule advancement. College credits for advancement on the salary schedule will be accepted from an accredited four-year-degree-granting institution, accredited universities, and for accredited community colleges, so long as they otherwise comply herewith. District approved in-service credits shall be applied regardless of degree status (but only to the extent such credits were earned after August 31, 1981).

When in the sole judgment of the superintendent, there is a reasonable doubt as the relevance of the course work, a statement showing the relationship of the college or university work to the employee's work assignment(s) shall be required from the employee who is seeking advancement on the salary schedule. If in the judgment of the superintendent the course work as defined above is not substantially relevant, the credit

for advancement shall be denied. Denial of acceptance of credit for salary advancement shall be subject to the grievance procedure set forth in this Agreement.

- B. Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college transcripts or grade reports and shall be filed with the District's business office no later than October 1. If, for some circumstance beyond the control of the teacher, the college transcripts or grade reports are not available and the District has been advised in writing by the college prior to October 1, of the credits, the teacher shall be granted the allowance for credit. The District will circulate, to the staff, notices of available, accredited college courses throughout the year to be held in this District or in surrounding districts, when provided to the District by the colleges.
- C. Inservice education credits shall be given automatically for board-approved educational activities voluntarily entered into by a teacher for the purpose of strengthening his/her competencies, in accordance with the following:
 - 1. One (1) education credit shall be granted for each ten (10) hours of formal class, laboratory or in-service participation.
 - 2. One (1) education credit shall be granted for workshops involving ten (10) hours of actual workshop time.
- D. Continuing education credits (clock hours) recognized and approved by the Office of the Superintendent of Public Instruction (OSPI) for salary allocation shall be accepted for advancement on the salary schedule.

6.3.6 EXPERIENCE CREDITS

Credit shall be given for experience on the basis of one (1) year increment for each year actually taught, provided no employee shall be entitled to more than one (1) year increment for experience in any one year. Each employee of the District who works less than the full work day shall receive experience credit equivalent to the quotient to the nearest thousandth obtained by dividing that part of the day worked by the full work day. Each employee of the District who works less than the full work year shall receive experience credit equivalent to the quotient to the nearest thousandth obtained by dividing that part of the year worked by the full work year.

For purposes of annual placement on the salary schedule the employee's total experience credit shall be rounded.

Employees granted experience credit prior to September 1, 1989, shall be grandfathered, provided that, subsequent experience credit shall comply herewith.

Examples (.5 rounds up):

1.	Year One	.7 FTE = 1 year exp	.4 FTE = 0 year exp
2.	Year Two	<u>.7 FTE</u> 1.4 FTE = 1 year exp	<u>.4 FTE</u> .8 FTE = 1 year exp
3.	Year Three	<u>.7 FTE</u> 2.1 FTE = 2 years exp	<u>.4 FTE</u> 1.2 FTE = 1 year exp
4.	Year Four	<u>.7 FTE</u> 2.8 FTE = 3 years exp	<u>.4 FTE</u> 1.6 FTE = 2 years exp
5.	Year Five	<u>.7 FTE</u> 3.5 FTE = 4 years exp	<u>.4 FTE</u> 2.0 FTE = 2 years exp

6.3.7 OUT-OF-STATE EXPERIENCE CREDIT

Employees hired from out-of-state shall be given the same experience credit as those hired within the state or those presently working for the District, based upon actual certificated work experience or equivalence.

SECTION 6.4 PART-TIME SALARIES

Employees who are assigned to teach regularly, under contract, less than full-time shall be compensated in accordance with their placement on the salary schedule on the basis of the ratio of any such employee's assigned work time to the amount of work time assigned to full-time employees.

6.4.1 SUBSTITUTES

Substitutes who are employed by the District shall receive the following salary and benefits:

- A. The daily rate of pay shall be \$120 per day (\$60 per half day) for the first 30 days in a school year.
- B. Substitute certificated employees employed by the District for more than thirty (30) days of work within the current school year will be paid at a rate of \$140 per day (\$70 per half day). Substitute certificated employees who worked for more than thirty (30) days of work within the immediately preceding school year and who continue to be available for employment the following year will be paid a rate of \$140 per day on his/her first day of substituting.
- C. Leave Replacement - a teacher replacing another teacher who is on leave of at least thirty (30) days will receive full contract protection except for sections 6.9.1 Tuition Reimbursement and 7.10 Layoff and Recall. On day one (1) the Leave Replacement employee shall be placed on the salary schedule subject to Section 6.3.2 for the duration of his/her employment as a Leave Replacement employee. Leave Replacement will be provided for under the provision of a supplemental contract.

- D. Any substitute who is employed under A or B will be covered by Article I, Article IV, Article VI (except Section 6.9.1 Tuition Reimbursement and 6.10 Insurance Benefits), Article VII (except Section 7.10, Layoff and Recall) and Article IX.

SECTION 6.5 DRIVER'S EDUCATION PAY

Employees assigned to instruct Driver's Education shall be paid at a rate of \$32.32 per hour of instruction for the 2012-13 school year with a rate increase of 2% each year of the contract.

SECTION 6.6 CURRICULUM DEVELOPMENT STUDY/COMMITTEE COMPENSATION

Employees who serve on curriculum development groups outside the regular work school year/day shall be paid at per diem rate for the life of this Agreement.

6.7 OPEN HOUSE/CURRICULUM NIGHT

Employees will work one Open House or Curriculum Night outside the regular work year/day and shall receive compensatory time as scheduled through their building principal, except for reasons of leave in this contract.

6.8 SPECIAL SERVICES EVALUATION TEAM COMPENSATION

Employees who serve on Special Services Evaluation Teams outside the regular work school year/day shall be compensated at the rate of \$32.32 per hour for 2012-13. The rate of pay shall increase 2% each year of the contract.

SECTION 6.9 CO-CURRICULAR SCHEDULE

All District specified co-curricular activity positions shall require a teaching certificate and shall be paid to the employee assigned thereto as follows for each year specified:

Activity Salary Schedule Regulations

- A. Stipends shall increase 2% for each year of the contract.
- B. Experience steps shall be determined by adding the number of years of experience in the same activity.
- C. Assistant coaches, assistant coordinators, or assistant advisors shall receive 70% of the equivalent head coach's, main coordinator's, or advisor's stipend.
- D. Nonconsecutive experience in the same activity shall count.

- E. An additional stipend shall be paid for post-season time. Post-season time is the advancement of individuals or teams beyond the normal season (League, District, Regional, and State). Each post-season weekly stipend shall be the season stipend divided by the number of weeks in the regular season multiplied by the following percentage:

1 to 5 participants	70%
6 or more participants	100%

Activity Salary Schedule 2012-2013

	STEP 1	STEP 2	STEP 3	STEP 4
	0-2 YEARS	3-4 YEARS	5-6 YEARS	7+YEARS
ACTIVITIES/CLUB (ES)(MS)	\$4,196			
ANNUAL (ES)	\$636	\$660	\$686	\$719
ANNUAL (HS)	\$3,100	\$3,224	\$3,353	\$3,487
ANNUAL (MS)	\$1,468	\$1,528	\$1,591	\$1,652
ART COORDINATOR (ES)	\$159	\$165	\$173	\$184
ART HONOR SOCIETY	\$1,468	\$1,528	\$1,590	\$1,653
ASB (HS)	\$2,408	\$2,504	\$2,604	\$2,709
ASB (MS)	\$1,468	\$1,528	\$1,590	\$1,653
ASSESSMENT COORDINATOR	\$873	\$907	\$944	\$982
CAFETERIA DUTY	\$3,245	\$3,374	\$3,509	\$3,650
CHEMICAL HYGIENE OFFICER	\$2,230	\$2,319	\$2,411	\$2,508
CHESS TEAM (HS)	\$2,242	\$2,332	\$2,427	\$2,523
CHOIR (HS)	\$3,258	\$3,393	\$3,529	\$3,666
CLASS ADVISOR (FRESH, SOPH, JR)	\$636	\$660	\$686	\$719
CLASS ADVISOR (SENIOR)	\$1,456	\$1,513	\$1,573	\$1,639
DANCE TEAM	\$3,765	\$3,916	\$4,074	\$4,237
DEBATE TEAM	\$2,936	\$3,056	\$3,178	\$3,304
DEPT. CHAIR/LEADERSHIP TEAM	\$2,408	\$2,503	\$2,604	\$2,707
DRAMA (HS) FALL	\$2,264	\$2,355	\$2,448	\$2,544
DRAMA (HS) SPRING	\$3,766	\$2,897	\$4,075	\$4,237
DRAMA (MS)	\$1,131	\$1,177	\$1,226	\$1,275
DRAMA ASSISTANT (MS)	\$793	\$825	\$857	\$891
ELEMENTARY SCIENCE COORDINATOR	\$732	\$760	\$792	\$824
HI-Q	\$3,258	\$3,392	\$3,527	\$3,666
HISTORY DAY CLUB	\$3,181	\$3,308	\$3,440	\$3,578
HONOR SOCIETY	\$1,468	\$1,528	\$1,590	\$1,653
INSTRUMENTAL MUSIC (HS)	\$5,527	\$5,751	\$5,982	\$6,222
INSTRUMENTAL/CHORAL (ES)	\$1,371	\$1,503	\$1,646	\$1,804
INSTRUMENTAL/CHORAL (MS)	\$1,371	\$1,503	\$1,646	\$1,804
INTRAMURAL(HS)	\$5,527	\$5,751	\$5,982	\$6,222
INTRAMURAL(MS)	\$4,134	\$4,301	\$4,473	\$4,652
KNOWLEDGE BOWL	\$1,468	\$1,528	\$1,590	\$1,653
LEAD NURSE	\$1,256	\$1,305	\$1,358	\$1,413
LINK CREW (HS)	\$2,247	\$2,337	\$2,432	\$2,529
MARCHING BAND	\$1,394	\$1,450	\$1,509	\$1,570
MATH TEAM	\$1,468	\$1,528	\$1,590	\$1,653
MUSICAL DIRECTOR (HS)	\$2,559	\$2,662	\$2,769	\$2,878
NEWSPAPER (HS)	\$2,263	\$2,355	\$2,448	\$2,545
OUTDOOR ED. CAMP SUPERVISOR (ES)	\$636	\$660	\$686	\$719
PATROL (ES/MS)	\$1,468	\$1,528	\$1,590	\$1,653
SCIENCE CLUB (MS)	\$804	\$833	\$868	\$903
SCIENCE TEAM (MS/HS)	\$3,182	\$3,305	\$3,437	\$3,577
TECHNOLOGY COORDINATOR	\$6,401	\$6,658	\$6,928	\$7,202
VOICE OF DEMOCRACY	\$636	\$660	\$686	\$719

The District agrees to negotiate with the Association for the amount of any stipend to be paid in connection with any District specified co-curricular activities not herein provided for at such time as the District requires an employee to supervise same.

Activity Salary Schedule 2013-2014

	STEP 1 0-2 YEARS	STEP 2 3-4 YEARS	STEP 3 5-6 YEARS	STEP 4 7+ YEARS
ACTIVITIES/CLUB (ES)(MS)	\$4,280			
ANNUAL (ES)	\$649	\$673	\$700	\$733
ANNUAL (HS)	\$3,162	\$3,289	\$3,420	\$3,557
ANNUAL (MS)	\$1,497	\$1,559	\$1,623	\$1,685
ART COORDINATOR (ES)	\$162	\$169	\$177	\$187
ART HONOR SOCIETY	\$1,497	\$1,559	\$1,622	\$1,686
ASB (HS)	\$2,456	\$2,554	\$2,656	\$2,763
ASB (MS)	\$1,497	\$1,559	\$1,622	\$1,686
ASSESSMENT COORDINATOR	\$891	\$925	\$962	\$1,002
CAFETERIA DUTY	\$3,310	\$3,442	\$3,579	\$3,723
CHEMICAL HYGIENE OFFICER	\$2,274	\$2,366	\$2,460	\$2,558
CHESS TEAM (HS)	\$2,287	\$2,378	\$2,475	\$2,574
CHOIR (HS)	\$3,323	\$3,460	\$3,600	\$3,739
CLASS ADVISOR (FRESH, SOPH, JR)	\$649	\$673	\$700	\$733
CLASS ADVISOR (SENIOR)	\$1,485	\$1,543	\$1,604	\$1,672
DANCE TEAM	\$3,840	\$3,994	\$4,155	\$4,322
DEBATE TEAM	\$2,994	\$3,117	\$3,242	\$3,370
DEPT. CHAIR/LEADERSHIP TEAM	\$2,456	\$2,553	\$2,656	\$2,761
DRAMA (HS) FALL	\$2,310	\$2,402	\$2,497	\$2,595
DRAMA (HS) SPRING	\$3,841	\$2,955	\$4,156	\$4,322
DRAMA (MS)	\$1,154	\$1,201	\$1,251	\$1,301
DRAMA ASSISTANT (MS)	\$808	\$842	\$874	\$909
ELEMENTARY SCIENCE COORDINATOR	\$747	\$775	\$807	\$841
HI-Q	\$3,323	\$3,459	\$3,598	\$3,739
HISTORY DAY CLUB	\$3,245	\$3,374	\$3,509	\$3,650
HONOR SOCIETY	\$1,497	\$1,559	\$1,622	\$1,686
INSTRUMENTAL MUSIC (HS)	\$5,638	\$5,866	\$6,102	\$6,346
INSTRUMENTAL/CHORAL (ES)	\$1,398	\$1,534	\$1,679	\$1,840
INSTRUMENTAL/CHORAL (MS)	\$1,398	\$1,534	\$1,679	\$1,840
INTRAMURAL(HS)	\$5,638	\$5,866	\$6,102	\$6,346
INTRAMURAL(MS)	\$4,217	\$4,387	\$4,562	\$4,745
KNOWLEDGE BOWL	\$1,497	\$1,559	\$1,622	\$1,686
LEAD NURSE	\$1,281	\$1,331	\$1,385	\$1,441
LINK CREW (HS)	\$2,292	\$2,384	\$2,480	\$2,579
MARCHING BAND	\$1,422	\$1,479	\$1,539	\$1,601
MATH TEAM	\$1,497	\$1,559	\$1,622	\$1,686
MUSICAL DIRECTOR (HS)	\$2,610	\$2,715	\$2,825	\$2,936
NEWSPAPER (HS)	\$2,309	\$2,402	\$2,497	\$2,596
OUTDOOR ED. CAMP SUPERVISOR (ES)	\$649	\$673	\$700	\$733
PATROL (ES/MS)	\$1,497	\$1,559	\$1,622	\$1,686
SCIENCE CLUB (MS)	\$820	\$850	\$885	\$921
SCIENCE TEAM (MS/HS)	\$3,246	\$3,371	\$3,506	\$3,649
TECHNOLOGY COORDINATOR	\$6,529	\$6,791	\$7,066	\$7,346
VOICE OF DEMOCRACY	\$649	\$673	\$700	\$733

The District agrees to negotiate with the Association for the amount of any stipend to be paid in connection with any District specified co-curricular activities not herein provided for at such time as the District requires an employee to supervise same.

Activity Salary Schedule 2014-2015

	STEP 1 0-2 YEARS	STEP 2 3-4 YEARS	STEP 3 5-6 YEARS	STEP 4 7+ YEARS
ACTIVITIES/CLUB (ES)(MS)	\$4,366			
ANNUAL (ES)	\$662	\$687	\$714	\$748
ANNUAL (HS)	\$3,225	\$3,354	\$3,488	\$3,628
ANNUAL (MS)	\$1,527	\$1,590	\$1,655	\$1,719
ART COORDINATOR (ES)	\$166	\$172	\$180	\$191
ART HONOR SOCIETY	\$1,527	\$1,590	\$1,654	\$1,720
ASB (HS)	\$2,506	\$2,605	\$2,709	\$2,819
ASB (MS)	\$1,527	\$1,590	\$1,654	\$1,720
ASSESSMENT COORDINATOR	\$908	\$943	\$982	\$1,022
CAFETERIA DUTY	\$3,376	\$3,510	\$3,651	\$3,797
CHEMICAL HYGIENE OFFICER	\$2,320	\$2,413	\$2,509	\$2,610
CHESS TEAM (HS)	\$2,333	\$2,426	\$2,525	\$2,625
CHOIR (HS)	\$3,389	\$3,530	\$3,672	\$3,814
CLASS ADVISOR (FRESH, SOPH, JR)	\$662	\$687	\$714	\$748
CLASS ADVISOR (SENIOR)	\$1,514	\$1,574	\$1,636	\$1,705
DANCE TEAM	\$3,917	\$4,074	\$4,238	\$4,408
DEBATE TEAM	\$3,054	\$3,179	\$3,307	\$3,437
DEPT. CHAIR/LEADERSHIP TEAM	\$2,506	\$2,604	\$2,709	\$2,816
DRAMA (HS) FALL	\$2,356	\$2,450	\$2,547	\$2,647
DRAMA (HS) SPRING	\$3,918	\$3,014	\$4,240	\$4,408
DRAMA (MS)	\$1,177	\$1,225	\$1,276	\$1,327
DRAMA ASSISTANT (MS)	\$825	\$859	\$891	\$927
ELEMENTARY SCIENCE COORDINATOR	\$762	\$791	\$823	\$857
HI-Q	\$3,389	\$3,529	\$3,670	\$3,814
HISTORY DAY CLUB	\$3,310	\$3,441	\$3,579	\$3,723
HONOR SOCIETY	\$1,527	\$1,590	\$1,654	\$1,720
INSTRUMENTAL MUSIC (HS)	\$5,751	\$5,983	\$6,224	\$6,473
INSTRUMENTAL/CHORAL (ES)	\$1,426	\$1,564	\$1,713	\$1,877
INSTRUMENTAL/CHORAL (MS)	\$1,426	\$1,564	\$1,713	\$1,877
INTRAMURAL(HS)	\$5,751	\$5,983	\$6,224	\$6,473
INTRAMURAL(MS)	\$4,301	\$4,475	\$4,653	\$4,840
KNOWLEDGE BOWL	\$1,527	\$1,590	\$1,654	\$1,720
LEAD NURSE	\$1,306	\$1,357	\$1,412	\$1,470
LINK CREW (HS)	\$2,338	\$2,431	\$2,530	\$2,631
MARCHING BAND	\$1,451	\$1,509	\$1,570	\$1,633
MATH TEAM	\$1,527	\$1,590	\$1,654	\$1,720
MUSICAL DIRECTOR (HS)	\$2,663	\$2,770	\$2,881	\$2,995
NEWSPAPER (HS)	\$2,355	\$2,450	\$2,547	\$2,648
OUTDOOR ED. CAMP SUPERVISOR (ES)	\$662	\$687	\$714	\$748
PATROL (ES/MS)	\$1,527	\$1,590	\$1,654	\$1,720
SCIENCE CLUB (MS)	\$836	\$867	\$903	\$939
SCIENCE TEAM (MS/HS)	\$3,311	\$3,438	\$3,576	\$3,722
TECHNOLOGY COORDINATOR	\$6,659	\$6,927	\$7,208	\$7,493
VOICE OF DEMOCRACY	\$662	\$687	\$714	\$748

The District agrees to negotiate with the Association for the amount of any stipend to be paid in connection with any District specified co-curricular activities not herein provided for at such time as the District requires an employee to supervise same.

SECTION 6.10 TRAVEL EXPENSES

Employees utilizing their own private automobile to travel to authorized school business, shall be reimbursed at the current Internal Revenue Service reimbursement rate per mile. All employees who by the nature of their assignment, must travel between schools or are required to make home visitations, excluding all travel between the employee's home and the first and last daily work assignment, shall also be reimbursed at the current Internal Revenue Service reimbursement rate per mile; provided, all reimbursable travel shall be approved, in advance, by the superintendent.

An official list of all teachers approved for local travel reimbursement shall be maintained in the business office, and a copy of the same shall be delivered to each teacher that is on the list.

SECTION 6.11 TUITION REIMBURSEMENT

Each year the District shall contribute an amount equal to the salary schedule base plus \$10,000 to a fund for the sole purpose of tuition reimbursement. Distribution shall be according to the following formula: reimbursement fund divided by the total number of credits or clock hours submitted equals reimbursement per credit or clock hour amount (ten (10) clock hours equal one (1) credit). Such reimbursement shall be for District approved clock hours or credits completed after June 15th of each year, and shall be the lesser of:

- a. the actual cost per credit or clock hour or
- b. the cost per credit at Seattle Pacific University.

Reimbursement shall be made by the District, to the extent of the monies available in the tuition fund, following the presentation of proof of credit and cost for the course. National Board Certification candidates shall not be required to present proof of credit for work towards National Board Certification. National Board candidates seeking tuition reimbursement shall present proof of payment for the entire program all at once rather than requesting reimbursement in multiple years.

For the purpose of tuition reimbursement calculations, National Board Certification shall be the equivalent of six (6) credits.

Following July 15th of each year, the fund shall be distributed to employees for the cost of tuition for District approved clock hours or credits.

If any monies still remain, the balance shall be carried over to the next year's fund.

SECTION 6.12 INSURANCE BENEFITS

- A. The District shall provide insurance premium payments toward premiums of approved District group insurance programs in accordance with the provisions and options outlined herein. Annual enrollment for teacher group insurance programs shall be during September and October of the school year. The enrollment of newly employed teachers shall begin with their employment and shall be completed within the time specified by the insuring company. The full payment shall be granted to all full-time and more than half-time teachers, except employees newly hired after August 31, 1981, who are less than full-time shall have the payment prorated on the basis of their contracted work time relative to full-time employees. One-half (1/2) the full payment shall be granted all half-time teachers. (Grandfathered person - Martin).
- B. The District shall provide the maximum dollar amount per month per employee as provided by the state legislature, to be contributed to approved group insurance coverage, optional individual/family medical and other approved insurance programs. In addition, the District will increase the state-funded monthly amount per FTE by \$25.00 in the 2012-13 school year, by \$30.00 in the 2013-14 school year, and by \$35.00 in the 2014-15 school year. In the event of a double levy failure the District will increase the state-funded monthly allocations per FTE by \$10.00 rather than the amounts noted in this paragraph.
1. For each employee, the District shall pay the total premium for the following approved group insurance programs:
 - (a) dental,
 - (b) term life,
 - (c) long-term disability, and
 - (d) vision.
 2. After payment of the above group premiums, the balance of the agreed upon contribution may be applied, at the employee's option, to any of the approved medical insurance plans, provided that any contribution of any employee that is not utilized for individual or family medical insurance, shall be pooled. This first pool shall be distributed equally to any employees who have out-of-pocket medical premium costs, and provided further, that any contributions not utilized from that first pool for out-of-pocket medical expenses shall be pooled in a second pool for distribution equally to employees for use for optional insurance benefit coverage.
 3. Nothing in this agreement shall prohibit an employee from selecting any of the approved insurance plans provided that benefit contributions and the first pool funds may only be used for those approved group plans listed above and an approved medical plan. For all other insurance options, the premiums must be paid by employee payroll deduction and, provided further that any second pool funds, should they exist, may be utilized by employees to cover optional insurance benefit coverage.
- C. Approved insurance programs are those which are agreed to by the Board and the Association.

- D. If the agreed upon contribution per employee per month and/or any distribution from the first pool and/or the second pool does not cover the premiums in full for those insurance plans selected by the employee under sub-section #2 above, the District shall, upon the employee's authorization, deduct from the employee's monthly salary the amount necessary to pay the premium(s) due.
- E. When both husband and wife are employed by the District, their combined insurance contributions to be paid by the District, may be applied, at their option, to a joint insurance plan(s) rather than to separate plans carried by each individual.
- F. The District shall maintain a Section 125 plan for pretax premium payments of approved insurance plans.
- G. The District shall fund the HCA Benefit Allocation for Retiree Fund provided that any future monthly increase shall not exceed 23%. If any future monthly HCA increase exceeds 23% then employees shall pay the amount over 23%.
- H. It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.200 and the State appropriations acts as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or implied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a penalty. Pursuant to RCW 28A.400.275(1), the parties agree to abide by State laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for the term of one year, subject to automatic extension in the absence of written notice otherwise to the other prior to June 1, unless the provisions of the collective bargaining agreement are found not to be in compliance with RCW 28A.400.200 and/or the State Appropriations Act, in which case the parties will reopen this section.

SECTION 6.13 PAYROLL DEDUCTIONS

6.13.1 AUTOMATIC DEDUCTIONS

All salaries are subject to payroll deductions from the employee's regular pay for:

- A. State Teachers or State Employment Retirement Systems
- B. Federal Income Withholding Tax
- C. FICA
- D. Labor and Industry
- E. Absence not provided for by paid leaves (computed at per diem based on the employee's annual salary for each day's absence)

6.13.2 DISCRETIONARY DEDUCTIONS

The following deductions from the employee's regular pay may be made if authorized by the individual:

- A. Additional withholding tax;
- B. Approved medical plans;
- C. Approved salary insurance;
- D. Approved tax sheltered annuities;
- E. Payments to Mountain Crest Credit Union or School Employees Credit Union of Washington
- F. Approved Life and Cancer Insurance Plans
 - 1. Unum Provident Life
 - 2. Colonial
 - 3. AFLAC
- G. Association Membership Dues
- H. W.E.A. Accident Insurance (accidental death and dismemberment)
- I. United Way
- J. GET Program
- K. WEA-PAC
- L. Washington State School Retirees Association
- M. Stilliguamish Athletic Club
- N. Section 125 – Flex Plan and Dependent Care
- O. Deferred Compensation Program (DCP)
- P. Other Approved Insurance Programs

Note: Effective September 1, 2009, Washington State School Retirees Association and Stilliguamish Athletic Club are available only to those employees currently authorizing discretionary deductions for those organizations. Once currently enrolled employees cease employment with Stanwood-Camano School District, or are no longer authorizing deductions, these organizations will no longer be an option for discretionary deductions unless agreed to by both parties.

SECTION 6.14 ATTENDANCE INCENTIVE PROGRAM

6.14.1 SICK LEAVE ATTENDANCE INCENTIVE PROGRAM

In January of each year following any year in which more than sixty (60) days of leave for illness or injury is accrued any eligible employee may exercise an option to receive remuneration, for unused leave for illness or injury accumulated in the previous year, over sixty (60) days accumulated, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days up to three (3) days' remuneration. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury. Maximum accrual to be 180 days. Participation in the VEBA program shall be allowed.

6.14.2 PERSONAL LEAVE ATTENDANCE INCENTIVE PROGRAM

In July of each year, an employee who has personal leave remaining unused shall be reimbursed at substitute per diem rate for unused personal leave days. An employee will be reimbursed for unused personal leave days during their year of retirement, however, employees covered by TRS Plan 1 retirement plan shall document four (4) hours of additional service per day cashed out.

SECTION 6.15 INSTRUCTOR PAY

Any employee assigned by the District to teach an inservice class shall receive 1.8 times their per diem rate per hour.

ARTICLE VII

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 7.1 WORK YEAR

7.1.0 CALENDARS

STANWOOD-CAMANO SCHOOL DISTRICT #401 2012/2013 SCHOOL CALENDAR

August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3						1	2	3	4	5
6	7	8	9	10	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	24	25	26	27	28	29	30	31		
November					December					January				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	3	4	5	6	7		1	2	3	4
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28	21	22	23	24	25
26	27	28	29	30	31					28	29	30	31	
February					March					April				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1					1	1	2	3	4	5
4	5	6	7	8	4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	11	12	13	14	15	15	16	17	18	19
18	19	20	21	22	18	19	20	21	22	22	23	24	25	26
25	26	27	28		25	26	27	28	29	29	30			
May					June					July				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	30	31						29	30	31		

Important Dates			
Aug. 29	New Teacher Orientation	Dec. 20-Jan. 2	Winter break
Aug. 30	TRI Day (District/Inservice)	Jan. 16	Martin Luther King, Jr. Day
Aug. 31	TRI Day (No Meetings; Work in classrooms)	Jan. 29	1st Semester (6-12) ends
Sept. 3	Labor Day	Feb. 15-18	Mid-Winter Break
Sept. 4	First Day of School	March 14	2nd Trimester (K-5) ends
Nov. 5	1st Quarter (6-12) ends	March 27-29	Spring Conferences (K-12)
Nov. 12	Veterans Day	April 1-5	Spring Break
Nov. 15, 16	Conference days (TRI), No School	April 11	3rd quarter (6-12) ends
Nov. 21	Early Dismissal, No Late Start	May 27	Memorial Day
Nov. 22, 23	Thanksgiving	June 14	Last School Day
Dec. 3	1st Trimester (K-5) ends	June 17, 18	Snow make-up days

STANWOOD-CAMANO SCHOOL DISTRICT #401
2013/2014 SCHOOL CALENDAR

August 0					September 20					October 180 23				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
November 16					December 13					January 21				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24
25	26	27	28	29	30	31				27	28	29	30	31
February 18					March 21					April 17				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7	3	4	5	6	7		1	2	3	4
10	11	12	13	14	10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	24	25	26	27	28	21	22	23	24	25
					31					28	30			
May 21					June 10					July 0				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6	1	2	3	4	5
5	6	7	8	9	9	10	11	12	13	8	9	10	11	12
12	13	14	15	16	16	17	18	19	20	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27	22	23	24	25	26
26	27	28	29	30						29	30	31		

Important Dates

Aug. 28	New Teacher Orientation	Jan 20	Martin Luther King, Jr. Day
Aug. 29	TRI Day (District/Inservice)	Jan 28	1st Semester (6-12) ends
Aug. 30	TRI Day (No Meetings; Work in classrooms)	Feb. 14-17	Mid-Winter Break
Sept. 2	Labor Day	March 13	2nd Trimester (K-5) ends
Sept. 3	First Day of School	April 2-4	Early Dismissal, No Late Start (K-12)
Nov. 4	1st Quarter (6-12) ends	April 2-4	Spring Conferences (K-12)
Nov. 11	Veterans Day	April 3	3rd quarter (6-12) ends
Nov. 21, 22	Conference days (TRI), No School	April 7-11	Spring Break
Nov. 27	Early Dismissal, No Late Start	May 26	Memorial Day
Nov. 28, 29	Thanksgiving	June 13	Last School Day
Dec. 2	1st Trimester (K-5) ends	June 16, 17	Snow make-up days
Dec. 19-Jan 1	Winter Break		

STANWOOD-CAMANO SCHOOL DISTRICT #401 **2014/2015 SCHOOL CALENDAR**

August					0	September					21	October					180	23
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		
				1		1	2	3	4	5				1	2	3		
4	5	6	7	8		8	9	10	11	12		6	7	8	9	10		
11	12	13	14	15		15	16	17	18	19		13	14	15	16	17		
18	19	20	21	22		22	23	24	25	26		20	21	22	23	24		
25	26	27	28	29		29	30					27	28	29	30	31		
November					15	December					15	January					19	
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		
						1	2	3	4	5					1	2		
3	4	5	6	7		8	9	10	11	12		5	6	7	8	9		
10	11	12	13	14		15	16	17	18	19		12	13	14	15	16		
17	18	19	20	21		22	23	24	25	26		19	20	21	22	23		
24	25	26	27	28		29	30	31				26	27	28	29	30		
February					18	March					22	April					17	
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		
2	3	4	5	6		2	3	4	5	6				1	2	3		
9	10	11	12	13		9	10	11	12	13		6	7	8	9	10		
16	17	18	19	20		16	17	18	19	20		13	14	15	16	17		
23	24	25	26	27		23	24	25	26	27		20	21	22	23	24		
						30	31					27	28	29	30			
May					20	June					10	July					0	
M	T	W	T	F		M	T	W	T	F		M	T	W	T	F		
				1		1	2	3	4	5		1	2	3	4	5		
4	5	6	7	8		8	9	10	11	12		8	9	10	11	12		
11	12	13	14	15		15	16	17	18	19		15	16	17	18	19		
18	19	20	21	22		22	23	24	25	26		22	23	24	25	26		
25	26	27	28	29								29	30	31				

Important Dates			
Aug. 27	New Teacher Orientation	Jan. 19	Martin Luther King, Jr. Day
Aug. 28	TRI Day (District/Inservice)	Jan. 27	1st Semester (6-12) ends
Aug. 29	TRI Day (No Meetings; Work in classrooms)	Feb. 13-16	Mid-Winter Break
Sept. 1	Labor Day	Mar. 12	2nd Trimester (K-5) ends
Sept. 2	First Day of School	April 1-3	Early Dismissal, No Late Start (K-12)
Nov. 3	1st Quarter (6-12) ends	April 1-3	Spring Conferences (K-12)
Nov. 11	Veterans Day	April 2	3rd quarter (6-12) ends
Nov. 20, 21	Conference days (TRI), No School	April 6-10	Spring Break
Nov. 26	Early Dismissal, No Late Start	May 25	Memorial Day
Nov. 27, 28	Thanksgiving	June 12	Last School Day
Dec. 1	1st Trimester (K-5) ends	June 15, 16	Snow make-up days
Dec. 22-Jan. 2	Winter Break		

7.1.1 CONTRACT LENGTH

The employees' academic school year shall consist of not more than 180 contract days, exclusive of vacations and holidays. The District may contract employees for extended periods, provided any employee whose regular full-time contract exceeds the academic school year shall be paid pro rata, at a per diem rate, based upon the ratio of the employee's work year to the academic school year and placement on the salary schedule. Nothing herein shall prevent the District from employing any employee on a part-time basis or for less than the academic school year at a pro rata salary.

7.1.1.2 CURRICULUM (TRI) DAYS

The District will establish and schedule four (4) days for inservice and curriculum work during the school year for all staff outside of the regular 180 day work year. The District will designate planned activities and projects to improve the educational program. The additional work days will be at the per diem rate of pay, and are reflected in the supplemental contract issued for TRI.

The day before the first student day of the school year shall be designated as a TRI Day. Teachers will prepare curriculum materials and strategies for the student year and will not be required to attend meetings, activities, or inservice. No meetings, activities, or inservice shall be conducted this day by the District. Employees may choose to work a day other than the day before the first student day in the week prior to the opening of school.

The provisions of Article V, Leaves, shall not apply to the TRI Days, however, employees unable to attend scheduled TRI Days for reasons of illness or bereavement may arrange with their supervisor to work the required hours.

7.1.1.3 TRI RESTORATION OF FY 2011-12 STATE 1.9% REDUCTION OF LEAP

In order to address the impacts of the 1.9% reduction to the LEAP salary schedule made by the State in FY 11-12, the District agrees to fund the 1.9% salary reduction pursuant to the terms of RCW 28A.405.200(4) and Section 7.1.1.4 of the Agreement, such amount to be paid by supplemental contract each year of the Agreement according to the attached salary schedule.

It is also agreed that for the duration of the Agreement, if the State restores in whole or in part said 1.9% reduction, the supplemental contract amount will be reduced at the time of the restoration by the amount of the restoration, up to 1.9%. This agreement does not apply to any COLAs awarded by the State not specific to the 1.9% LEAP schedule reduction.

7.1.1.4 TRI COMPENSATION

The District and Association agree and affirm the following beliefs: (a) the success of the Stanwood-Camano School District is dependent upon hiring and retaining the highest quality teachers; (b) providing a quality education for students requires from teachers 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; (d) the additional commitment required of Stanwood-Camano's teachers cannot be accurately

measured in hours or days; and (e) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.

For each year of the contract, each employee will be issued a supplemental contract for TRI compensation in an amount equal to the percentage listed below of each individual's respective base salary after the legislature determines the COLA and any other amendments to the State-funded Salary Allocation Model (SAM). These monies are in recognition of additional responsibilities and as an incentive to provide additional services. After said computation the District and Association shall review the TRI schedule for accuracy and attach it to this Agreement as Appendix F.

Percentages referenced in paragraph two (2) above for each year are:

The 2012-13 school year is 17.34%
The 2013-14 school year is 19.59%
The 2014-15 school year is 21.79%

In addition to the TRI percentages above, employees placed on the salary schedule steps below will receive additional compensation as indicated below:

BA+90, BA+135, MA, MA+45, and MA+90 on steps 17 through 19: \$64.00
BA+90, BA+135, MA, MA+45, and MA+90 on steps 20 through 24: \$564.00
BA+90, BA+135, MA, MA+45, and MA+90 on the 25th step: \$864.00

The supplemental contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:

- A. Preparation for school opening;
- B. Preparation for school closing;
- C. Parent conferences;
- D. Supporting community and student activities;
- E. Providing individual help to students;
- F. Evaluating student work;
- G. Correcting papers and projects;
- H. Workshops, classes and inservice work;
- I. Researching educational materials and supplies;
- J. Improving and maintaining professional skills;
- K. Preparation and revisions of materials;
- L. Consulting with other instructional staff;
- M. Instructional-departmental staff meetings;
- N. Working with computers and other technology;
- O. Making presentations to the School Board; and
- P. Fund raising for student activities

Compensation for these duties shall be in accordance with the TRI Salary Schedule Appendix and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this TRI supplemental contract stipend based on the employee's full-time equivalency (FTE).

In the event the District's maintenance and operations levy does not pass, these provisions of Section 7.1.1.4. shall be null and void for the following school year and thereafter provided (a) the District and Association meet and consult regarding continuance of any of these provisions and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of Section 7.1.1.4.

7.1.1.5 NEW TEACHERS

Teachers who are new to the District and hired prior to the orientation date shall report to work one (1) day early for Human Resources orientation with one (1) additional day per diem stipend. In addition, new teachers shall also attend the equivalent of two (2) days (fourteen hours) of curriculum orientation provided by the district and will receive additional two (2) days per diem stipend.

At the employee's expense, teachers who are new to the District may enroll in District approved medical insurance plans for coverage beginning September 1st subject to the approval of the carrier.

The District shall make an effort to assign teachers who are new to the District their own room.

7.1.1.6 CERTIFICATED SPECIAL EDUCATION STAFF PREPARATION DAYS

Certificated Special Education Staff (excluding psychologists and counselors) shall complete a District timesheet in May for four (4) additional work days at per diem rate of pay in recognition of the work performed beyond the contracted work year and work day. The provisions of Section 7.1.1.4 shall apply.

7.1.2 NON-CONTRACT DAYS

The following days shall be observed as non-contract days:

- A. Saturdays and Sundays
- B. The first day of January (New Year's Day)
- C. The third Monday of January (Martin Luther King Day)
- D. The third Monday of February (President's Day)
- E. Spring Break (See School Calendars)
- F. The last Monday in May (Memorial Day)
- G. Independence Day
- H. The first Monday in September (Labor Day)
- I. Veteran's Day
- J. The fourth Thursday in November (Thanksgiving Day)
- K. The day following Thanksgiving
- L. Christmas Vacation (See School Calendars)

7.1.3 CONFERENCE DAYS

K-12 employees shall be assigned two (2) days during the first half of the academic school year; and, an additional three (3) one-half (1/2) days during the second half of the academic school year for the purpose of parent or teacher requested conferences and/or curriculum/in-service work. If parent-teacher conferences are scheduled after the work day the employee shall receive equivalent time off on the last day of the same work week.

For the purpose of preparing for and conducting parent conferences:

- In the first half of the academic school year full-time Kindergarten teachers will receive two (2) days of release time and half-time Kindergarten teachers will receive one (1) day of release time
- In the second half of the academic school year full-time Kindergarten teachers will receive one-and-a-half (1.5) days of release time. Half-time Kindergarten teachers who are scheduled to work the Wednesday of spring conference week will receive one half (.5) day of release time. Half-time Kindergarten teachers who are not scheduled to work the Wednesday of spring conference week will receive one (1) day of release time.

7.1.4 EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING

In the event that it becomes necessary to close the school(s) because of inclement weather, volcanic disruption or other acts of God, the District administration shall notify employees as soon as the decision is made. No employee shall be required to remain after the District has given notification to close the employees' work site, unless an alternative work site is available. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees.

- A. DELAYED OPENING: In the event that the District administration decides to delay the opening of school(s), employees shall report thirty (30) minutes before the students arrive and may leave thirty (30) minutes after students are dismissed.
- B. COMPENSATION AND BENEFITS: On workdays when school is not in session because of conditions not within the control of the District administration due to acts of God, no employee shall suffer loss of pay nor have such absence from work charged against any leave provision, and no employee shall be entitled to extra compensation for school days scheduled to make up days missed for such reason.
- C. MAKEUP SCHOOL DAYS: When the District decides to make up school days missed in order to receive its appropriation due to emergency school closure, the District Superintendent shall confer with the Association President prior to scheduling makeup instructional days.

7.1.5 LIBRARY MEDIA SPECIALISTS

The recommended minimum paraprofessional time per library shall be 1.5 hours for each Elementary School library, 3.25 hours for each Middle School library, and 6.5 hours for each High School library.

To support and develop the services of the instructional media programs to best serve the school district, community, and students, each Elementary and Middle School librarian shall have at a minimum an extended contract of five (5) days and each High School librarian shall have at a minimum an extended contract of ten (10) days. These additional days shall occur on a schedule mutually determined by the employee and the immediate supervisor. The additional work days will be provided for under the provision of a supplemental contract at the per diem rate of pay.

7.1.6 COUNSELORS

To support and develop the services of the counselor programs to best serve the school district, community, and students, each Elementary counselor shall have at a minimum an extended contract of one (1) day, each Middle School counselor shall have at a minimum an extended contract of ten (10) days, and each High School counselor shall have at a minimum an extended contract of twelve (12) days. These additional days shall occur on a schedule mutually determined by the employee and the immediate supervisor. The additional work days will be provided for under the provision of a supplemental contract at the per diem rate of pay.

7.1.7 SCHOOL PSYCHOLOGISTS

To support and develop the services of the school psychologist programs to best serve the school district, community, and students, each Elementary and Middle School psychologist shall have at a minimum an extended contract of five (5) days and each High School psychologist shall have at a minimum an extended contract of ten (10) days. These additional days shall occur on a schedule mutually determined by the employee and the immediate supervisor. The additional work days will be provided for under the provision of a supplemental contract at the per diem rate of pay.

7.1.8 NURSES

To support and develop the services of the nurse programs to best serve the school district, community, and students, each school nurse shall have at a minimum an extended contract of five (5) days. These additional workdays will be provided for under the provision of a supplemental contract at the per diem rate of pay.

SECTION 7.2 WORK DAY

7.2.1 LENGTH OF WORK DAY

The length of the work day shall not be more than seven and one-half (7-1/2) hours, inclusive of a thirty (30) minute lunch period regardless of assignment.

All employees shall be available for student and/or parent conferences in their regular assigned duty stations for a period of not less than thirty (30) minutes prior to the beginning of the students' school day and for a period of not less than thirty (30) minutes immediately following the students' school day.

7.2.2 TIME UTILIZATION

Unless specifically assigned otherwise, classroom teachers may utilize those times during the student day when they have no scheduled duties as planning time, at their discretion, including time during which their regular classes are receiving instruction from various specialists. Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

The employee's total instructional time shall not exceed three hundred-thirty (330) minutes per day.

Except for emergencies, parent conferences, and/or as may be required by Washington law, including, but not limited to, the Washington Basic Education Act and Student Learning Objectives law, the employee's work time shall not regularly exceed seven (7) hours per day, exclusive of the thirty (30) minute lunch period.

Half day student early dismissal times shall be:

Grades K-5	12:00 pm
Grades 6-12	10:40 am

Last day of school student early dismissal times shall be:

Grades K-5	11:00 am
Grades 6-12	9:40 am

7.2.3 PROFESSIONAL DEVELOPMENT WEDNESDAY

On all Wednesdays, the student day shall begin one (1) hour and twenty (20) minutes late, with the following exceptions:

- A. If the first day of school is on a Wednesday then school shall begin at the regular time.
- B. The Wednesday before Thanksgiving shall begin at the regular time.
- C. If the last day of school is a Wednesday then school shall begin at the regular time.
- D. If the first day of spring conferences is on a Wednesday, then school shall begin at the regular time for all schools in the district.

The purpose of Professional Development Wednesday is to provide time for activities aimed towards increasing student achievement. Collaboration among staff shall be the main focus, with activities specifically linked to district, building, department/grade level, and individual goals. To develop a shared understanding, and used exclusively in article 7.2.3, the term collaboration is defined as: intentional and productive time spent working in a variety of groupings in order to promote student achievement, and to improve teaching and learning for the benefit of our schools.

District and union leadership shall jointly determine a schedule of specific Professional Development Wednesday district-led activities on one (1) designated Wednesday. This 80 minute block of time will be district directed. The schedule shall be sent to building administrators by August 15th for the upcoming school year.

Each school Leadership Team is then charged with developing and disseminating a plan for their building Professional Development Wednesdays within two weeks of the beginning of each grading period. The Leadership Team shall include representation from administration and staff.

If there is a lack of consensus among the Leadership Team as to the Professional Development Wednesday plan, one staff representative from the team and one administrative representative from the team shall develop an agreeable compromise.

Individual or small group exceptions to the building plan must be pre-approved by the building Leadership Team.

Except in emergency situations, 80 minutes per month plus one (1) additional 80 minutes per quarter shall be set aside for teacher initiated small group collaboration and/or for individual work related to collaboration.

Except in emergency situations, up to 80 minutes per month shall be set aside for staff meeting(s). Allocation of this time shall be determined by the administrative team, and communicated to the Leadership Team for planning purposes.

The following Wednesdays before grades are due shall be for grade preparation:

- A. Elementary teachers – The two Wednesdays prior to when grades are due of each trimester.

- B. Secondary teachers – The last Wednesday prior to when grades are due of the first and third quarter and the last two Wednesdays prior to when grades are due of first and second semester.

District and union representatives shall jointly develop a system to gather and share data for ongoing assessment and improvement of Professional Development Wednesdays.

7.2.4 PREPARATION TIME

All certificated employees shall be guaranteed forty-five (45) continuous minutes per day during the student instructional day for preparation time.

Preparation time shall be exclusive of the first and last thirty (30) minutes of the workday. In addition, preparation time shall include, but is not limited to, time when students are receiving specialized instruction, student recess (exclusive of recess passing time), and other time when they have no assigned duties.

On Professional Development Wednesdays a good faith effort will be made to provide forty-five (45) continuous minutes for preparation. If this is not possible, a minimum of thirty (30) continuous minutes shall be provided.

Special events or unanticipated adjustments to the workday or calendar may require rare exceptions from this provision.

An exception to the above provision of preparation time shall be made during the required state testing period. Parameters for this exception are:

- A. Each building's test schedule shall maintain forty-five (45) continuous minutes of preparation time per day (with at least a minimum thirty-five (35) minutes on Wednesdays), if possible.
- B. If the building test schedule is unable to provide the forty-five (45) continuous minutes per day of preparation time, then two hundred twenty-five (225) aggregate minutes per week shall be provided with no less than twenty-five (25) continuous minutes provided at one time. If necessary, Professional Development Wednesday minutes may be used to provide a portion of the two hundred twenty-five (225) aggregate weekly minutes during the required state testing schedule.

Further, school psychologists, speech language pathologists, occupational therapists, and school counselors shall, with the approval of their supervisor, have the option of scheduling their preparation time so that the time is not necessarily taken in increments of 45 minutes per day. For example, an employee in these positions may be permitted to work with students for four days without a preparation period and on the fifth day take the equivalent of five (5) days of preparation time (5X45 minutes or 3.75 hours) or other variations in time to allow the employee to most effectively utilize planning. The employee will confer with his or her supervisor to obtain approval for a fixed preparation time schedule which will effectively address the needs of the educational program, students, and other staff. The employee will adhere to the approved schedule until such time as a schedule change is approved by the supervisor.

The District shall endeavor to avoid split-shifting, however, in any case, the District shall not make split-shift assignments requiring more than two (2) hours of consecutive non-work time between assignments in any single workday.

7.2.5 SPECIAL EDUCATION PREPARATION TIME

In recognition of the additional paperwork and workload demands placed on each special education classroom teacher, the following time will be provided to complete IEPs, conduct student assessments, collaborate with other teachers related to IEPs and/or to complete other work associated with managing his/her workload:

- A. 4 release days per year per 1.0 FTE will be provided.
- B. Every special education classroom teacher will be provided one IEP period per day.
- C. If teachers of self-contained special education programs (i.e. ASSIST, Preschool, Independent Learning Center) are unable to schedule an IEP period into the workday, 19 release days per 1.0 FTE will be provided.

A period at the elementary level is defined as 45 continuous minutes. The amount of time for an IEP period on Professional Development Wednesdays will match the amount of time provided for preparation time on Wednesdays.

7.2.6 SPEECH and LANGUAGE PATHOLOGIST and OCCUPATIONAL THERAPIST PREPARATION TIME

In recognition of the additional paperwork and workload demands placed on Speech and Language Pathologists and Occupational Therapists, the following time will be provided to complete IEPs, conduct student assessments, collaborate with other teachers related to IEPs and/or to complete other work associated with managing his/her workload.

- A. 4 release days per year per 1.0 FTE will be provided.

7.2.7 ENGLISH/LANGUAGE ARTS RELEASE TIME

For grades 6-12, teachers of Language Arts and/or English shall be provided with release time each semester for grading papers. The teacher shall be awarded two (2) days of release time commensurate with the number of Language Arts and/or English periods taught each semester. For example:

One period taught = one period of one day release per quarter;
Two periods taught = two periods of one day release per quarter;
Up to two full days of release per semester for a full-time Language Arts and/or English teacher

Up to two (2) quarter release days may be combined and requested each semester through the date grades are due that semester. Principal approval is required when scheduling the days. Approval will be based on the projected number of teachers out of the building so there is adequate substitute teacher coverage. If the requested dates are denied, the principal and the teacher must mutually agree upon alternative date(s).

7.3 FORMATION OF LEADERSHIP TEAMS

By April 30th of each year the building principal shall prepare and communicate to staff a written plan describing leadership team activities for the ensuing school year. The plan shall include:

- Estimated number and duration of meetings;
- Scope and expected result of the team's work;
- Participant responsibilities;
- The number of paid positions and whether/how stipends will be divided.

Certificated employees interested in serving on the School Leadership Team shall either submit to the principal a letter of interest or be nominated by another staff member. The nominating staff member shall provide a letter of nomination and support. A copy of the job description, initialed by the candidate staff member, shall accompany the letter. The names of all nominated staff shall be posted by the principal five days prior to closing. All letters of interest and nominations are due to the principal no later than May 15, or the last working day prior to May 15th.

The principal will review the list of nominees and select a team that provides the most effective leadership for the building with broad representation.

At the discretion of the principal, the building plan may call for division of the stipends to allow for broader representation of the leadership team.

Members of the leadership team seeking to remain on the team, must be nominated or apply in the spring of each year. Team members may serve a maximum of three (3) consecutive years. Certificated employees may reapply after one (1) or more years of non-service.

The number of full stipends at each level shall be:

Elementary: 3
Middle School: 4
High School: 9

SECTION 7.4 CLASSROOM VISITATION

To provide patrons of the District and other observers with an opportunity to visit school classrooms, with minimal interruption to the student learning process, the following guidelines shall be utilized:

- A. All persons requesting visitation to any classroom during assigned student-teacher contact time, shall obtain prior approval of the appropriate principal
- B. The principal shall confer with the particular teacher involved for the purpose of arranging a mutually convenient classroom visitation time prior to granting approval of such visitation.
- C. The principal shall arrange for the particular teacher to have an opportunity to confer with classroom visitors, at some time prior to and/or subsequent to the scheduled visitation, provided that inability to arrange for any such conference or conferences shall not preclude approval of the visitation.
- D. If a series of visits to the same classroom is requested by the same person or group of persons, then a statement of purpose for the visitations shall be filed with the principal with a copy delivered to the particular classroom teacher.

SECTION 7.5 EMPLOYEE FACILITIES

As reasonably practicable, in the sole judgment of the Board, the District shall provide the following:

- A. Space in each classroom to store instructional materials and supplies;
- B. A work area for employees containing equipment and supplies to aid in the preparation of instructional materials;
- C. A furnished faculty lounge area for the use of all employees;
- D. A serviceable desk, chair, and filing cabinet for each employee work station. If requested a secure storage space for confidential material will also be provided;
- E. A storage space for each employee's personal files and materials;
- F. A telephone in each building where reasonable privacy is assured for use of the faculty for district business, only;
- G. Workspaces for itinerant employees that are appropriate to their assignment and do not hinder the performance of their duties will be provided within two weeks of the beginning of a building assignment. Spaces that are actively used primarily for storage should not be considered for instructional purposes;

- H. A schedule of regular custodial services for each space that is used for instructional purposes;
- I. A designated printing station at each building that provides confidentiality; and
- J. Temporary solutions for temperature/ventilation problems in accordance with safety regulation.

SECTION 7.6 SAFE WORKING CONDITIONS

It is the responsibility of the District to ensure that staff is working in a safe environment. Facilities will be maintained in a way that meets environmental health and safety standards per WAC 296-800-110.

In the event that an employee's work place is temporarily rendered unsafe as defined in the above provisions, the employee shall not be required to continue working at such work place until the unsafe conditions are remedied. Such employee may be temporarily relocated to another safe work place as specified by the District.

Employees are responsible to notify their elected safety representative of the District Safety Committee and the building principal in writing when an unsafe condition comes to their attention. The principal will acknowledge receipt of the information about the unsafe condition within three (3) working days.

Employees will have access to current work order logs that provide information on the status of all work orders.

The process for being elected to the district-wide safety committee will be announced to certified staff prior to the establishment of the committee each year. The Association president may annually appoint one Association member to the district safety committee.

Classroom coverage will be provided for certificated employees serving on the committee as needed. When the committee meets outside the school day, participating certificated employees will be compensated at the per diem rate of pay.

Minutes documenting attendance and the issues discussed will be taken at the district safety meetings and will be posted at each worksite within the district.

SECTION 7.7 INSERVICE PROFESSIONAL EDUCATION

In the event that the District provides in-service professional education, it shall post notice thereof as soon as practicable.

Such programs, if and when available, shall be at no cost to employees, except for transportation and materials.

Except for certification requirements, any employee who, as a condition for continued employment with the District, is required to take any such course, shall be reimbursed for any costs reasonably and necessarily incurred in connection therewith.

In order to assist the Board in determining the need for feasibility and desirability of providing any such in-service education, the Association shall appoint three (3) employees, whose duty it shall be to serve on an In-Service Education Advisory Committee with three (3) persons appointed by the Board. Said committee shall develop in-service education plans, from time to time and submit them to the Board with recommendations.

Nothing herein shall be construed to mean that the District is under any obligation to provide such in-service education.

SECTION 7.8 SUMMER SCHOOL AND ADULT EDUCATION

No employee shall be required to accept a summer school assignment. Summer school employment shall not impact the employee's annual evaluation.

Summer school employment shall be provided for under the provision of a supplemental contract at per diem rate of pay times the number of hours the assigned summer school class is in session. In addition, instructors will be compensated for one (1) hour of preparation time for each five (5) hours of instruction time. Any training or other preparation required by the supervisor will be paid at per diem rate times the actual number of hours worked.

The initial search for qualified applicants will be limited to the Stanwood-Camano School District. Those teachers hired to fill the summer school positions will be issued a non-continuing supplemental contract for the salary amount. This stipend will be paid in one payment to be included in the first payroll warrant issued following completion of the assignment.

Both parties are aware that the program may be discontinued at the sole discretion of the District.

SECTION 7.9 PURCHASE ORDER REQUEST FORMS

Purchase order request forms for equipment and supplies, including textbooks, shall be available to employees in each principal's office. Any employee submitting a purchase order request shall be entitled to know and shall be notified of the disposition of the order.

SECTION 7.10 LAYOFF AND RECALL

7.10.1 CRITERIA

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

7.10.2 DEFINITION OF CERTIFICATE ENDORSEMENTS

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

7.10.3 DEFINITION OF QUALIFICATIONS

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

7.10.4 DEFINITION OF SENIORITY

Seniority shall mean Washington State experience recognized by the State for salary funding purposes, rounding to the nearest tenth.

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

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

In the event that more than one employee has the same seniority ranking after applying the above provision, preference shall be given to the employee who has at that time the greater number of quarter equivalents of college credit beyond the BA degree as evidenced by college transcripts the employee has placed on file in accordance with provisions of Section 6.3.5 Education Credits.

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. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

7.10.5 RECALL PROCEDURE

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

A laid-off employee shall be considered to have employment status with the District for the purpose herein defined for three (3) 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.

In the event that additional vacancies or new positions become available in the District, the Board shall first recall all employees who have been laid off in accordance with these provisions before employing additional persons to fill such positions, so long as the qualification requirements are met. Employees with the greatest seniority and necessary qualifications as provided herein shall be recalled to available positions first.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. It shall be the responsibility of the employee to notify the Board of any change in address. Failure to accept an offered position within fourteen (14) calendar days from the date of such offer shall terminate all of the employee's employment rights with the District. It is understood that the layoff and recall provisions set forth in Section 7.10 shall not apply to any "provisional employee" as such employees are defined in current State law.

7.10.6 LAYOFF BENEFITS

Substitute teaching positions shall be offered to interested teachers on recall, in rotating alphabetical order, before any other person is offered such a position.

All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

7.10.7 APPEALS

Except for challenges to placement upon the seniority list, layoffs shall not be subject to the grievance procedures set forth in Article IX and any appeal shall precede in accordance with the applicable provisions of the Revised Code of Washington (State Law), as in the case of other discharges, non-renewals or adverse actions affecting contract status.

SECTION 7.11 SELECTION OF INSTRUCTIONAL MATERIALS

The Board and Association agree that the success of the District in meeting the needs of students and teachers depends to a great extent upon the range and quality of the instructional materials available to students and teachers. Every effort shall be made to provide the text books, periodicals, audio visual materials and other resources essential to an effective instructional program. Because of the rapid expansion of knowledge, it is essential that the school curriculum reflect this expansion. Consequently, selection of suitable instructional materials from the best available materials is a continuing process. Therefore, the District agrees to periodically review and revise, as necessary, the current policies on "Selection of Instructional Materials", in accordance with RCW 28.A.58.103 and WAC 180-48-010.

The District recognizes that where substantial changes in instructional materials and/or curriculum are implemented, some degree of additional preparation may be necessary to best utilize individual employees in the District's programs. Accordingly, any such employee may request that the Board provide for additional preparation in such manner as the Board, in its discretion deems appropriate, provided any such additional preparation prescribed shall be at no cost to the employee.

SECTION 7.12 EMPLOYEE WORKLOAD

The recommended maximum numbers of students per class are:

Grades K-4: 24

Grade 5: 27

Recommended elementary maximum numbers of students per class apply to elementary specialists' classes.

Grades 6-8: 28, except for band, choir, drama and physical education

Grades 9-12: not to exceed one hundred forty (140) average or a maximum of thirty-one (31)

For grades 6-12, teachers with four or more classes with different course titles for which to prepare shall be provided with one day of release time per semester. This release time does not apply to special education teachers.

The recommended maximum total caseloads for the following employees are:

ASSIST Teacher:	18
Behavior Specialist:	20
Resource Room Teacher:	40
Preschool Teacher:	30
Occupational Therapist (OT)/Physical Therapist (PT):	40
Speech Language Pathologist (SLP):	50
English Language Learner (ELL) Teacher (pull-out):	90

In recognition of the additional paperwork and workload demands placed on secondary teachers who are assigned an advisory class, the following will apply:

- Advisory programs are at the discretion of each building.
- Decisions regarding advisory will include input from teachers who will be expected to teach an advisory period(s).
- Ten minutes of each Professional Development Wednesday will be set aside for staff to prepare for advisory.
- Advisory will not take the place of counseling services or counselors. Advisors will not have the final responsibility for credit counseling, graduation requirements, or scheduling decisions. Advisors will refer students to appropriate staff.

Any employee who believes his or her workload to be in excess of the recommended maximum may request the building administrator investigate said teacher's workload situation and report to the Board thereon with appropriate recommendations.

It is understood and agreed that the Board has the sole authority and responsibility for determining the employee workload and that recommendations shall be advisory only and shall not be binding, in any way, upon the Board. Any Board action or inaction relative to employee workloads shall not be subject to the grievance procedure set forth in Article IX.

SECTION 7.13 EMPLOYEE PROFESSIONAL DEVELOPMENT

The District will annually sponsor up to thirty (30) Washington State clock hours or three (3) credits. Staff wishing college credits may apply for reimbursement through the rules of the tuition incentive program.

SECTION 7.14 STUDENT PLACEMENT

Each elementary building principal, with input from staff, shall communicate to staff a plan describing elementary student placements for the following year.

Principals will make a good faith effort to communicate changes that are made after initial student placements are complete.

ARTICLE VIII
EVALUATION, CERTIFICATED STAFF CRITERIA AND PROCEDURES

SECTION 8.1 STATEMENT OF PURPOSE

The purpose of this evaluation procedure shall be to recognize high levels of performance and to encourage improvement in specific identifiable areas through constructive and fair assessment of the employment competency, strengths, and weakness as they relate to the effective operation of the instructional program.

SECTION 8.2 STRUCTURE OF THE EVALUATION SYSTEM

8.2.1 EVALUATION FREQUENCY

All employees will be evaluated at least once a year.

8.2.2 EVALUATOR'S PREPARATION

Prior to commencing evaluation, the evaluator may prepare himself/herself by a review of records and information pertinent to the evaluation.

8.2.3 COMPLETE EVALUATION -- ELEMENTS

A complete evaluation during any one year includes:

1. Such informal observations and conferences as the evaluator desires to make, subject to such conditions as hereinafter set forth.
2. A conference prior to the first formal evaluation observation.
3. At least two (2) formal evaluation observations by the designated evaluator.
4. A conference following at least one of the formal evaluation observations.
5. A written evaluation report for each employee.

8.2.4 COMPLETION OF EVALUATION FORM

Upon completion of the Evaluation of Performance Form, the evaluatee shall sign such form only to indicate his or her awareness of the comments and summary statements recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or statements.

In the event that an employee receives any unsatisfactory mark on the Evaluation of Performance Form, the form shall be completed by the evaluator and a copy provided to the employee on or before May 15th of each school year.

For all other employees the Evaluation of Performance Form shall be completed by the evaluator and a copy provided to the employee on or before June 1st of each school year.

SECTION 8.3 PROCEDURES OF THE EVALUATION SYSTEM

The following procedures shall be followed to implement the evaluation criteria as set forth in Section 8.4.

8.3.1 APPOINTMENT OF EVALUATORS

The superintendent or his/her designee shall select the evaluators and designate the group of employees to be evaluated by each such evaluator, provided nothing herein specified shall limit or preclude independent individual employee evaluation by the superintendent. It shall be the duty of the superintendent or his/her duly authorized designee to assure that all evaluators are properly qualified and prepared to evaluate designated employees pursuant to the provisions herein contained.

8.3.2 PRE-OBSERVATION CONFERENCE

Prior to the first formal evaluation observation, the evaluator shall confer with the employee for the purpose of:

- A. Clarifying the evaluation procedure, criteria, and tools;
- B. Establishing a date for the first formal evaluation observation;
- C. Discussing specific objectives, methods, materials, and working conditions with respect to the employee's assigned duties. It shall be the employee's duty to specify, in writing, any conditions existing at that time, which the employee believes impair his or her ability to perform, and it shall be the duty of the evaluator to duly note on the evaluation form and consider the affect, if any, of such specified conditions upon the employee's performance; and,
- D. Discussing appropriate indicators to be used during the observation.

8.3.3 FORMAL OBSERVATIONS

At least two (2) prearranged formal evaluation observations shall be conducted by the evaluator, provided they shall not interfere unreasonably with the normal teaching-learning processes of the class, and provided further, that employees whose assignments require their performance of duties at more than one building in the District shall be formally observed according to the procedures set forth in Article VIII no more than once at each such building. The total observation time, per employee, shall not be less than sixty (60) minutes per year. New provisional employees shall be observed at least once for a total observation time of not less than

thirty (30) minutes during the first ninety (90) calendar days of their employment period. No formal evaluation observation shall be less than twenty (20) minutes in length. The evaluator shall complete all formal evaluation observations for each employee prior to March 31st for teaching employees.

8.3.4 INFORMAL OBSERVATIONS

The evaluator may make numerous informal observations.

8.3.5 POST-OBSERVATION REPORTS

Following each formal observation, or series of observations, the evaluator shall promptly document the results of the evaluation in writing, and shall provide the employee with a copy of the Evaluation of Performance Form within three (3) days after such report is prepared. The written report shall hereinafter be referred to as the Evaluation of Performance Form.

8.3.6 POST-OBSERVATION CONFERENCES

At least one post observation conference shall be held each year between the evaluator and the employee. Additional post-observation conferences may be held if the evaluator deems such necessary to:

- A. Review the entire evaluation in detail with the evaluatee;
- B. Record area(s) of deficiency, if any, and if so, the evaluator shall:
 - 1. Discuss the definite and constructive means of resolving such deficiency(ies) with the evaluatee;
 - 2. Define and outline all detailed and recommended actions to be taken by the evaluatee to remediate such deficiency(ies);
 - 3. Determine, if necessary, the date on which to hold follow-up conference in order to discuss the results of any suggestions and outlines made;
- C. Provide the Evaluation of Performance Form and the written recommendations, if used, in triplicate copies to be distributed as follows:
 - One (1) copy to the administrative evaluator;
 - One (1) copy to District personnel file;
 - One (1) copy to the evaluatee

8.3.7 FOLLOW-UP CONFERENCES

For those evaluatees for whom follow-up conferences are held in accordance with Section 8.3.6 B.3, the purpose of such follow-up conference shall be to:

1. Discuss the action taken by the evaluatee to remediate any deficiency(ies) as specifically set forth in written form;
2. Discuss what progress has been made by the evaluatee in remediating any deficiency(ies) as specifically set forth in written form;
3. Make one of the following written recommendations, which will be forwarded to the superintendent of the school district, when necessary:
 - a. That the evaluatee has remedied any deficiency(ies) expressed on the written recommendation;
 - b. That the evaluatee is making progress in remediating the deficiency(ies) and shall continue to work to remediate any remaining deficiency(ies);
 - c. That the evaluatee should be placed on probation.

8.3.8 PROBATION

Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing a provisional employee for alleged performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process contained herein to assist the employees in remediating said deficiencies. The evaluator will meet with the affected employee and, at the option of the employee, another person chosen by the employee, to review the specifics of the good faith effort beyond the minimum requirements of the evaluation process.

For an employee in the second provisional year, except for the final evaluation of performance form, the evaluation process will be completed by February 1. If the employee's performance is unsatisfactory and the District has complied with the above paragraph or implements that process after February 1 the employee must be notified of any recommendation for non-renewal no later than April 1.

Every non-provisional employee whose work is judged unsatisfactory based on District evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with a suggested specific and reasonable program for improvement, which shall include, among other things, specific, measurable objectives designed to assist the particular employee to overcome the specific deficiency(ies). The employee, and/or his/her Association representative may request modification of the program for improvement prior to program implementation. At any time after October 15th, but no later than February 1st, a probationary period of no more than sixty (60) school days, ending no later than May 1st, shall be established. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her area of deficiency. 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.

During the probationary period the evaluator shall meet with and, where deemed appropriate, observe the employee at least once weekly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may, but shall not be required to, authorize on his or her own initiative or at the employee's request, one or more additional certificated employees to evaluate the probationer and to aid the employee in improving his or her areas of deficiency; such additional certificated employees shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program.

Lack of necessary improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause for discharge, non-renewal or adverse affect upon the employee's contract status, under RCW 28A.58.450 or 28A.67.070, as now or hereinafter amended.

The establishment of the probationary period shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.58.450 as now or hereinafter amended.

8.3.9 PEER EVALUATION

Unit members shall not be asked or required to evaluate their peers whether full-time, part-time, or substitute employees.

SECTION 8.4 EVALUATIVE CRITERIA

The minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers and certificated support personnel, as established and amended from time to time by the Superintendent of Public Instruction, pursuant to the 1975-76 Laws of Washington, Ch. 115, Section 3, 2d Ex Sess., as now or hereinafter amended, shall be incorporated into this Agreement by reference as if fully set forth herein. The criteria hereinafter set forth, pursuant to WAC 392.191.010 and WAC 392.191.020, as applicable, shall be used, for evaluations of all employees as defined in this Agreement.

8.4.1 TEACHING EMPLOYEES

The evaluative criteria herein set forth pursuant to WAC 392.191.010, shall be utilized by the evaluator in performing the annual evaluation of each certificated classroom teaching employee. The indicators listed below each criteria are guides intended to assist the evaluator in judging whether the employee is meeting the criteria.

The evaluator shall decide which indicators, if any, are appropriate for the particular employee being evaluated.

Criterion 1: KNOWLEDGE OF SUBJECT MATTER. The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators

- 1.1 Demonstrates knowledge and understanding of state educational goals and district adopted curriculum as the frame work for subject matter;
- 1.2 Shows interest in subject(s) taught;
- 1.3 Presents content accurately;
- 1.4 Teaches processes and skills appropriate to the subject area and to the students' abilities;
- 1.5 Keeps abreast of developments in subject matter and issues related to teaching;
- 1.6 Considers relationship between one's subject matter and other disciplines/subjects;
- 1.7 Relates subject matter to life experiences and student interests.

Criterion 2: INSTRUCTIONAL SKILL. The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and implementing an instructional experience.

A. PLANNING

Performance Indicators:

- 2.1 Uses available district and state curriculum documents to design short and long range plans;
- 2.2 Develops a variety of instructional strategies and experiences to meet the learning needs of students;
- 2.3 Develops quality assessments aligned with lessons and units;
- 2.4 Applies consistent grading standards using benchmarks where appropriate.

B. INSTRUCTION

Performance Indicators:

- 2.5 Implements an instructional plan:
 - a. Communicates objective and evaluative criteria to students;
 - b. Provides clear directions to students;
 - c. Models expectations for students;
 - d. Continuously checks for student understanding and modifies instruction accordingly;
 - e. Uses appropriate guided, group, and independent practice;
- 2.6 Uses principles of learning to facilitate learning of objectives;
 - a. Developmentally appropriate practices;
 - b. Motivational theory;
 - c. Retention, application and transfer of knowledge;
- 2.7 Uses motivational strategies to actively engage students in learning;
- 2.8 Uses effective questioning techniques, problem solving and application strategies;
- 2.9 Consistently provides feedback in a timely manner.

C. ASSESSMENT

Performance Indicators:

- 2.10 Is knowledgeable about assessment methodology;
- 2.11 Incorporates quality assessment into planning and instruction.

Criterion 3: **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 Organizes the physical setting to enhance learning;
- 3.2 Maintains orderly, efficient classroom environment conducive to learning;
- 3.3 Organizes individual, small and large group learning experiences, appropriate to the student(s), subject matter, and outcomes desired;
- 3.4 Implements well defined classroom procedures, yet remains flexible;
- 3.5 Makes appropriate use of support staff;
- 3.6 Teaches and models individual responsibility;
- 3.7 Establishes clear expectations for classroom operational processes and procedures.

Criterion 4: **THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Performance Indicators:

- 4.1 Recognizes and addresses conditions which may lead to disciplinary problems;
- 4.2 Establishes and teaches clear parameters for student conduct and regularly communicates expectations;
- 4.3 Holds students accountable for expectations;
- 4.4 Creates a positive environment where students are appropriately disciplined;
- 4.5 Utilizes a variety of progressive interventions to encourage appropriate behavior and deescalate conflicts;
- 4.6 Resolves discipline problems in accordance with law, school board policy, administrative regulations and policies;
- 4.7 Exercises responsibility for student management throughout the entire building.

Criterion 5: **INTEREST IN TEACHING PUPILS.** The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics.

Performance Indicators:

- 5.1 Expects all students to experience success;
- 5.2 Listens and responds appropriately to student concerns;
- 5.3 Develops a positive and appropriate rapport with students;
- 5.4 Interacts with students in a mutually respectful and professional manner;
- 5.5 Models lifelong learning with students;
- 5.6 Honors and utilizes the diversity within a group.

Criterion 6: PROFESSIONAL PREPARATION AND SCHOLARSHIP. The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

Performance Indicators:

- 6.1 Demonstrates knowledge of current theory and methods of teaching;
- 6.2 Demonstrates commitment to the profession and its code of ethics;
- 6.3 Actively and collaboratively participates in the school improvement process by maintaining involvement in building goals and activities;
- 6.4 Participates in the diagnostic process and implements necessary modifications in the classroom to meet the special needs of all students, including those on 504 Plans and IEPs;
- 6.5 Exhibits flexibility, self-control and professional judgment;
- 6.6 Exhibits acceptable methods for resolving concerns, problems and/or conflicts within the school community.

Criterion 7: EFFORTS TOWARD IMPROVEMENT WHEN NEEDED. The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

- 7.1 Demonstrates ongoing reflection, self-assessment and professional growth;
- 7.2 Responds and follows through with recommendations included in periodic and annual personnel evaluations;
- 7.3 Examines multiple student learning results and if needed, seeks assistance to align instruction with successful practices.

Criterion 8: COMMUNICATION WITH PARENTS. The certificated classroom teacher demonstrates an understanding of the importance of communication with parents/guardians in the educational process.

Performance Indicators:

- 8.1 Fosters the cooperative involvement and support of parents/guardians in the educational process.

8.4.2 EDUCATIONAL SUPPORT EMPLOYEES

The evaluation criteria herein set forth, pursuant to WAC 392-191-010, shall be utilized by the evaluator in performing the annual evaluation of each certificated support employee which shall include school psychologists, therapists, school nurses, and counselors. The indicators listed below each criteria are guides intended to assist the evaluator in judging whether the employee is meeting the criteria. The evaluator shall decide which indicators, if any are appropriate for the particular employee being evaluated.

Criterion 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/She demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Indicators: The evaluator may assess the support person's competency to:

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

Criterion 2: SPECIALIZED SKILLS. Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Indicators: The evaluator may assess the support person's competency to:

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

Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Indicators: The evaluator may assess the support person's competency to:

- 3.1 Select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- 3.2 Demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters;
- 3.3 Use comparative and interpretive data;
- 3.4 Create an environment which provides privacy and protects students and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

Criterion 4: THE SUPPORT PERSON AS A PROFESSIONAL. Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Indicators: The evaluator may assess the support person's competency to:

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

Criterion 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Indicators: The evaluator may assess the support person's commitment to, and competence in, offering specialized assistance to:

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

SECTION 8.5 EVALUATION FORM FORMAT

The employee shall have the right to affix to the evaluation form any comments, observations or considerations he or she believes to be pertinent to the evaluation. The form shall, therefore, contain space for the signatures of both parties and a statement that the employee's signature shall indicate receipt of, not agreement with, the contents of the document.

SECTION 8.6 PROBATION RECORDS

Those records relating specifically to the probation of an employee and which are utilized for no other purpose shall be destroyed, upon request by such employee, following the expiration of four (4) years after the successful termination of such employee's probation; provided, there are no related intervening deficiencies noted in said employee's evaluation reports.

SECTION 8.7 WORKLOAD NOTATION

Any classroom teacher, whose workload exceeds any recommended maximums pursuant to Section 7.12 (therein set forth as applicable to such teacher's classroom teaching situation) indicated as being the size beyond which a significant adverse effect on the teacher's performance may be observed, shall be entitled to have a notation placed on the teacher's annual evaluation report, specifying the assigned workload and the extent to which it exceeds the recommendations of Section 7.12. It shall be the responsibility of the teacher to notify his or her evaluator at the pre-observation conference specified in Section 8.3.2, regarding workload assignment which exceeds the recommendation of Section 7.12. It shall be the duty of the evaluator to duly note such on the annual evaluation report, when completed, and to give due consideration to the effect, if any, of such workload upon the teacher's performance.

SECTION 8.8 PROCEDURES FOR PROFESSIONAL GROWTH PROCESS

The Professional Growth Process is intended to enable supervisors and teachers (who meet the qualifying criteria) to focus their collaborative energies on improving teaching skills in an articulated, mutually developed and cooperative process.

Identifying Professional Growth Process (PGP) Participants

- A. All employees must be evaluated at least once every five (5) years, or on principal recommendation, via the Long Form Evaluation process.
- B. Employees eligible for PGP must have received "S" on all criteria (e.g., instructional skill, classroom management) during the last four school years of Stanwood-Camano School District certificated employment.
- C. Evaluator and employee must both elect the PGP by October 15 if they are to participate during the school year.
- D. Recommended number of employees entering PGP in any year should not exceed one-third of the staff. This is a cyclical process with up to four (4) consecutive years of PGP needing to be followed by at least one (1) year of the regular evaluation process.
- E. If a teacher changes building location, the Long Form Evaluation process is to be followed for that year.
- F. Participants must be willing to develop a Professional Growth Plan that is mutually acceptable to the employee and the evaluator. Participants must also be committed to setting and accomplishing worthwhile goals that focus on professional growth.
- G. Although some goal setting in the formative cycle may be based on information gathered in the summative cycle, information may not pass from the formative to the summative in order to ensure that employees may take risks and to innovate. It is conceivable that all

stated goals may not be reached in a given year for a variety of circumstances and analysis of such circumstances can also take more than one year.

- H. The Professional Growth Process (PGP) may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of an employee's contract.

Professional Growth Process Records - What and Where

- A. Professional Growth Plan
 - 1. copy to teacher
 - 2. copy to evaluator
- B. Listing of Employees Who Are on PGP
 - 1. copy to evaluator
 - 2. copy to superintendent
 - 3. copy to personnel

SHORT FORM

Key Points

After an employee has four years of satisfactory evaluation, the evaluator and evaluatee may choose to use a short form evaluation. The employee must have a regular evaluation every five (5) years.

The Short Form Evaluation Process shall include the completion of the Short Form Evaluation form based on at least one observation of not less than thirty (30) consecutive minutes. The employee will be provided a written summary of the observation using the observation form.

The Short Form Evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for the non renewal of an employee's contract. Copies of the observation summary and the evaluation will be placed in the employee's personnel file.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 9.1 PURPOSE

The purpose of this procedure is to provide the sole means for the orderly and expeditious adjustments of grievances as hereinafter defined.

SECTION 9.2 DEFINITIONS

- 9.2.1 A "grievant" shall mean an employee having a grievance or, where appropriate and applicable, the Association.
- 9.2.2 A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of this Agreement, provided that no employee nor the Association shall have the right to file a grievance concerning any employee evaluation, except insofar as such grievance may allege that the evaluator failed to follow the required procedure set forth in this Agreement. It is understood and agreed that any appeal from a notice of probable cause for discharge, non-renewal or adverse effect in contract status shall be handled exclusively pursuant to Chapter 114 of the 1975-76 Laws of Washington, as now or hereafter amended, and shall not constitute a grievance hereunder.
- 9.2.3 A "grievance" may also include any dispute involving the interpretation or application of any existing Board rule or policy, applicable to members of the bargaining unit; provided that such grievances shall be processed through Steps 1 and 2, only, of the formal grievance procedure and shall not be subject to Step 3 (binding arbitration) and the Board's decision shall be final and binding.
- 9.2.4 The term "days" as used to specify time limits in this Agreement, shall mean calendar week days, excluding weekends, except as otherwise indicated. If the specified time limitations are not met by the grievant, the grievance shall be deemed to be terminated and abandoned by the grievant, and no further proceedings shall be had pursuant to this procedure. If the supervisor, superintendent or Board fails to meet the specified time limits, as applicable, the grievant shall have the right to proceed to the next step in this procedure.

SECTION 9.3 LIMITATION ON TIME TO FILE GRIEVANCE

Within forty-five (45) days after the grievance is discovered, or reasonably should have been discovered, the employee must initiate the formal grievance procedure as herein set forth. No grievance shall be presented pursuant to this procedure, or any other procedure, unless the employee has complied with the requirement to initiate the grievance within forty-five (45) days, and no person, court, agency, Board, or arbitrator shall have jurisdiction thereof unless timely filed. If a grievance is filed and any question concerning the timeliness of the grievance is raised, said issue shall first be determined by an arbitrator selected according to the procedure set forth in Section 9.12 of this Agreement, and, if it is determined that the grievance was not timely filed it shall be dismissed forthwith, otherwise if, and only if, it is first determined that the grievance was timely filed, the grievance may then proceed on the merits.

SECTION 9.4 FREEDOM FROM REPRISALS

Employees involved in the adjustment of grievances, as grievants, witnesses or duly authorized representatives of the Association, shall not suffer any restraint, interference, discrimination coercion or reprisal by either the District or the Association on account of such employee's good faith involvement in the grievance adjusting process.

SECTION 9.5 CONFIDENTIALITY

All matters pertaining to specific grievances shall be considered confidential and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the grievance adjusting process or by any employee or director of the District.

A separate file, apart from the employee's personnel files, shall be kept for each processed grievance, containing all documents, exhibits, communications, and other records relating to the grievance and its resolution. Upon written request by a grievant, a record of final disposition of the grievance may be placed in said employee's personnel file.

SECTION 9.6 RELEASE FROM DUTY

The parties recognize that ordinarily proceedings in connection with grievances shall not take place during normal employee working hours, without the mutual consent of both parties or their representatives. However, where meetings, conferences, or hearings are mutually scheduled during working hours, those employees required as participants, witnesses or duly authorized representatives of the Association shall be released from their respective duty assignments, to the extent required, without loss of pay and benefits: Provided no more than one (1) Association representative designated to represent an individual grievant, or group of grievants, or the Association as a grievant, shall be released from duty under the provisions hereof.

SECTION 9.7 RIGHTS TO REPRESENTATION

Any individual grievant or group of grievants, processing grievances in the same proceeding, shall be entitled to representation.

In matters dealing with alleged violations of Association rights specified in this Agreement, if not resolved informally by the parties, the procedure may be initiated at Step 2 of the formal procedure by filing a written grievance on the form specified in Step 1, directly with the Chairman of the Board, together with serving a copy thereof upon the Superintendent. Any grievances filed alleging wrongful action or inaction on the part of the District Superintendent, in violation of specific provisions of this Agreement, may be commenced at Step 2 of the formal procedure by filing said written grievance in the form specified in Step 1 of the formal procedure with the Chairman of the Board, together with serving a copy thereof upon the Superintendent.

In all proceedings in which the Association is not a grievant, it shall have the right to have a representative present and to state its views at all steps of the formal procedure.

SECTION 9.8 INDIVIDUAL RIGHTS

- A. Nothing contained herein shall be construed to limit the right of any employee having a grievance to discuss the matter through administrative channels and to have the grievance adjusted without the intervention of the Association, so long as the disposition of any such grievance is not inconsistent with terms of this Agreement.
- B. A grievant may be represented at all stages of the formal procedure by himself or, at his/her option, by an Association representative.

SECTION 9.9 CONTINUITY GRIEVANCE

Notwithstanding the expiration of this Agreement, any grievance then pending may be processed to final disposition in accordance with the procedure herein set forth.

SECTION 9.10 DISCOVERY

The parties recognize that certain discovery is necessary to allow adequate preparation for the presentation of a grievance at the formal hearing stage. Accordingly, it is hereby agreed that the parties to any particular grievance which proceeds to Step 3 of the formal procedure shall be entitled to discover, in accordance with this procedure, the following:

- A. Names, addresses and telephone numbers of all persons that any other party intends to call as witnesses; and
- B. Names, addresses and telephone numbers of any expert witnesses that any other party intends to call as witness; and
- C. All written, photographic, electronically recorded, or other recorded documents or evidence which the other party intends to offer in support of its/their position.

Such discovery may be commenced at any time after the filing of a request for arbitration, pursuant to Step 3 of the formal procedure, by serving the other party to whom the discovery is directed, with a written request for discovery, specifying which of the above items are requested. The party receiving service of any such request for discovery shall have ten (10) calendar days after receipt of such request, within which to produce the required discovery and serve the same upon the party making such request. Failure to make discovery as herein provided for shall preclude any party so failing from presenting any evidence otherwise discoverable in accordance with this procedure, at the time of hearing; unless allowed by the arbitrator, in his or her discretion; provided, however, that in the event the arbitrator intends to allow presentation of such evidence, the party requesting discovery of such evidence prior to hearing, shall be entitled to a continuance of the hearing, upon said party's request, not to exceed five (5) days.

SECTION 9.11 INFORMAL PROCEDURE

The grievant shall present the grievance to his or her immediate supervisor, in the case of an employee or to the Superintendent, if the grievant is the Association, and those parties shall make every effort to resolve the problem at that time. If the parties are unable to resolve the problem in an informal manner within twenty-four (24) hours, the grievant may institute the formal procedure as set forth below in the next section. The grievance must be processed through the informal procedure as a condition precedent to filing a formal grievance.

SECTION 9.12 FORMAL PROCEDURE

Step 1 - Superintendent's Adjustment: If the grievance has not been resolved, through the informal procedure, and if an employee wishes to initiate the formal grievance procedure, or if the Association initiates the grievance pursuant to this Article, said grievant shall present the grievance in writing to the Superintendent of the District who shall arrange for a meeting to take place within four (4) days after the receipt of the grievance. All written grievances shall specify the name of the grievant, name of his or her immediate Supervisor, a detailed statement of the matter being grieved, including specific reference to the sections of this Agreement alleged to be violated, or where filed pursuant to Section 9.2.3, the complaint shall include specific reference to the Board rule or policy being disputed, the date that the event being grieved occurred and the date that it was discovered by the grievant, the remedy which is being sought and the specific basis upon which the remedy should be granted.

The grievant and/or authorized representatives, the grievant's immediate Supervisor (where appropriate) and the Superintendent, or his designee, and/or authorized District representatives shall be present for the meeting referenced above, provided that should such authorized representative(s) of any party be non-District employees, the party authorizing such representative(s) shall notify the other parties within two (2) days of the meeting that such representative, by name, will be present. The Superintendent shall provide the grievant, the authorized representatives, and the grievant's immediate Supervisor (where appropriate) with a written answer deciding the grievance within three (3) days after said meeting. Such answer shall include the reason or reasons upon which the decision was based.

Step 2 - Board Adjustment: If the decision reached by the Superintendent does not resolve the grievance, or if no decision has been rendered within the time limitation specified in Step 1, then the grievant may, within five (5) days after the date of the written answer, or if no written answer has been provided, within two (2) days after the expiration of said time limit set forth in Step 1, refer his or her complaint, in writing, to the Chairman of the District Board of Directors and shall serve a written copy of said referral upon the Superintendent within the same time period.

Within four (4) days after the grievant has transmitted the grievance complaint to the President of the Board, the Board shall conduct a meeting to review said grievance and shall render its decision, in writing, within two (2) days thereafter. The grievant(s) shall be entitled to submit to the Board for its consideration, at such meeting, a written argument to support the grievance.

Step 3 - Arbitration: In the event that the grievant is not satisfied with the Board's decision pursuant to Step 2, or if no decision has been rendered within the time limit specified in Step 2, the grievant, within five (5) days after said decision or, if no decision has been reached within five (5) days after the date that the decision should have been rendered, may make a written request directed to the Association, with a copy to the Superintendent, to have the Association submit the grievance to arbitration in accordance with the provisions hereof.

The Association, if it elects to proceed, shall within five (5) days after the receipt of the request from the grievant, notify the Superintendent of the Association's decision to submit the grievance to arbitration. If the Association is the grievant, and is dissatisfied with the decision at Step 2 and desires to submit the matter to arbitration, the Association shall notify the District Superintendent within five (5) days after said Step 2 decision has been rendered or should have been rendered.

If following receipt of the request for arbitration, the parties are unable to agree upon an arbitrator, application shall be made within seven (7) calendar days by the party seeking arbitration to the Federal Mediation and Conciliation Service for a panel of eleven (11) arbitrators. The arbitrator shall be selected from the panel within ten (10) calendar days after receipt of the panel of eleven (11) arbitrators in any manner mutually agreeable to the parties, except that, if they cannot agree upon a method, then the arbitrator shall be selected by the party seeking arbitration first striking from the list the name of any arbitrator unacceptable to that party.

The other party shall then strike a name and so on alternately until one (1) name remains. The remaining name shall be the name of the arbitrator. Should the arbitrator selected be unable to serve, for any reason, and, if the parties cannot then agree upon an arbitrator, then the party not seeking arbitration shall strike the name of said person and one additional name from the original list and, from the new list of nine remaining names, the parties shall alternately strike names in the aforementioned manner, until one name remains, which shall be the name of the arbitrator.

The arbitrator thus selected, shall be notified within seven (7) calendar days by a mutually signed letter stating the issue, concerning Section(s) of the Agreement, alleged to be violated.

If either party declines or refuses to participate in the selection of an arbitrator as set forth herein, then the declining or refusing party shall forfeit its right to participate in the selection procedure and the other party shall have the sole right to name the arbitrator.

The initial meeting before the arbitrator shall take place not more than twenty (20) calendar days subsequent to the date of notification to the arbitrator, unless a later date is found agreeable to the parties or necessary to the convenience of the arbitrator.

The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him by this Agreement. The arbitrator shall be limited to determining whether or not the District or the grievant has violated or failed to apply the specific provision or provisions of this Agreement as initially presented in the formal grievance. The arbitrator shall have no power to destroy, change, add to, or delete from any of the specific terms of this Agreement. The arbitrator shall be required to provide his decision in

accordance with the express language of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his authority, function and jurisdiction, as herein defined, shall be rejected by him on that basis without any further decision or recommendation.

The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties.

Failure of the grieving party to refer an unresolved grievance to arbitration or failure of either party to comply with the time provisions of the arbitration procedure, shall be deemed as a recognition of the other party's position and the dispute will be deemed to have been settled in favor of the non-defaulting party, as to the issues identified and the employees or Association named in the grievance.

Except as may otherwise be mutually agreed by the parties, the following rules shall pertain to the conduct of any hearings held by the arbitrator:

- A. Disclosure by Arbitrator of Disqualification. Prior to accepting his or her appointment, the prospective arbitrator shall disclose any circumstances likely to create a presumption of bias or which he or she believes might disqualify him or her as an impartial arbitrator. Said disclosure shall be made to both parties and if either party declines to waive the presumptive disqualification, a new arbitrator shall be selected.
- B. Time and Place of Hearing. The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, the arbitrator shall mail notice of the time and place of hearing to each party, unless the parties have agreed otherwise.
- C. Representation by Counsel. Any party may be represented at the hearing by counsel or by other authorized representative.
- D. Any party may request a stenographic record and shall make arrangements through the arbitrator for same. If such stenographic record is agreed by the parties to be the official record of the proceeding, it must be made available to the arbitrator, and to the other party for inspection at a time and place determined by the arbitrator. The total cost of such a record shall be shared equally by those parties that order copies.
- E. Attendance at Hearings. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other persons.
- F. Adjournment. The arbitrator, for good cause shown, may adjourn the hearing upon the request of a party or upon his own initiative, and shall adjourn when all of the parties agree thereto.
- G. Oaths. The arbitrator shall require witnesses to testify under oath, administered by a duly qualified person, if required by law or requested by either party.

- H. Order of Proceedings. The hearing shall be opened by recording the name of the grievant or grievants and the name of the respondents, together with the place, time and date of the hearing, the presence of the arbitrator and parties, and counsel, if any, and the receipt by the arbitrator of the demand and answer, if any, or the submission agreement, and if previously submitted, the same shall be duly noted in the record.

Exhibits, when offered by either party, may be received in evidence by the arbitrator. The names and addresses of all witnesses and exhibits, in order received, shall be made a part of the record.

The arbitrator may, in his discretion, vary the normal procedure under which the initiating party first presents his claim, but, in any case, shall afford full and equal opportunity to all parties for presentation of relevant proofs.

- I. Arbitration in the Absence of a Party. Unless the law provides to the contrary, the arbitration may proceed in the absence of any party, who, after due notice, fails to be present or fails to obtain and adjournment. An award shall not be made solely on the default of a party. The arbitrator shall require the other party to submit such evidence as he may require for the making of an award.
- J. Evidence. The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity of legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent in default or has waived the right to be present. The arbitrator shall have the right to reject any evidence which he deems to be irrelevant, immaterial or unreliable and to limit the number of witnesses or other evidence, if cumulative or repetitive.
- K. Evidence by Affidavit and Filing of Documents. The arbitrator may receive and consider the evidence of witnesses, by affidavit, but shall give it only such weight as he deems proper after consideration of any objections made to its admission, if he determines it to be relevant, material and reliable, and, if the person giving such evidence would not be available for testimony, in person, without great inconvenience.

All documents not filed with the arbitrator at the hearing, but which are arranged at the hearing or subsequently by agreement of the parties to be submitted, shall be filed with the arbitrator with copies to opposing parties. All parties shall be afforded an opportunity to examine such documents, and make their objections and responses thereto.

- L. Inspection. Whenever the arbitrator deems it necessary, he may make an inspection in connection with the subject matter of the dispute, after written notice to the parties who may, if they so desire be present at such inspection.

- M. Closing of Hearings. The arbitrator shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for filing of said briefs or documents. The time limit within which the arbitrator is required to make his award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearings.
- N. Reopening of Hearings. The hearings may be reopened by the arbitrator on his own motion, or on the motion of either party, for good cause shown, at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the specific time provided herein, the matter may not be reopened, unless both parties agree upon the extension of such time limit. If reopened, the arbitrator shall have thirty (30) days from the closing of the reopened hearings within to make an award.
- O. Waiver of Rules. Any party who proceeds with arbitration after knowledge of any provision or requirement of these rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed his right to object.
- P. Waiver of Oral Hearings. The parties may provide, by written agreement, for waiver of oral hearings. If the parties are then unable to agree as to the procedure for submission of the dispute, the arbitrator shall specify a fair and equitable procedure.
- Q. Extension of Time. The parties may modify any time period by mutual agreement. The arbitrator, for good cause shown, may extend any period of time, established herein, for the conduct of the hearing and making of the award. The arbitrator shall notify the parties of any such extension of time and his reason therefore.
- R. Service of Notices. Documents. Other Papers and Award. All notices, documents, papers and the award shall be served by or upon the parties and the arbitrator by mail addressed to such party or arbitrator at his last known address, or by personal service upon them.
- S. Time of Award. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proof to the arbitrator.
- T. Form of Award. The award shall be in writing and shall be signed by the arbitrator. The award shall be accompanied by an opinion setting forth the relevant and material findings and conclusions of the arbitrator and the reasons therefore, in support of the award.
- U. Delivery of Award. Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the arbitrator addressed to such party at his last known address or to his authorized representative or personal service of the award or the filing of the award in any manner which may be mutually acceptable to the parties.

- V. Expenses. Each party shall bear the expense of preparing and presenting its own case including the expenses of any witness called in support of its case.
- W. Expenses of the Arbitrator. Expenses of the arbitrator, if any, other than the cost of the stenographic record, including required traveling and other expenses of the arbitrator and the expenses of any witnesses or the cost of any proofs produced at the direct request of the arbitrator, shall be borne equally by the parties.
- X. Interpretation and Application of Rules. The arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties.

SECTION 9.13 EXCLUSIVE REMEDY

The grievance procedure as herein before set forth in this Agreement, shall be the exclusive procedure and sole means of remedying any grievance as defined in this Agreement.

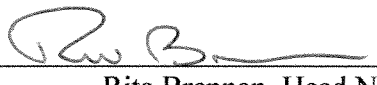
ARTICLE X

SIGNATURES OF PARTIES


This Agreement, having been ratified by the Employer and the Employees, is hereunder executed by the duly authorized representatives of the Association and the Board.

STANWOOD-CAMANO EDUCATION ASSOCIATION

By 
Nyda Goldstein, President

By 
Rita Brennan, Head Negotiator

STANWOOD-CAMANO SCHOOL DISTRICT #401

By 
Linda D. Littlefield, Ed. D.
Executive Director of Human Resources

APPENDIX A

STANWOOD-CAMANO SCHOOL DISTRICT

NOTICE OF RIGHT TO REPRESENTATION

I have been informed that:

- a. Prior to any disciplinary action being taken an investigatory conference will be held.
- b. The investigatory conference may lead to disciplinary action.
- c. I am entitled to Association representation at the conference and at all subsequent meetings.
- d. Once such representation is requested no further action shall be taken until the representative is present or has been given ample time to appear.

Being so informed, I:

☐

I waive my right to representation at this time

☐

I request Association representation

☐

I request the Association be notified of any disciplinary action

Employee's Signature

Supervisor's Signature

Date

Date

APPENDIX B

**Stanwood-Camano School District No. 401
COMPLAINT AGAINST A SCHOOL DISTRICT EMPLOYEE**

TO: THE SUPERINTENDENT

DATE: _____

Name of person(s) against whom complaint is made: _____

Description of complaint (include names, dates and places): _____

(You may use additional pages to describe your complaint more fully if you so desire)

Have you discussed the complaint with:	Yes	Name	Date
Employee?	_____	_____	_____
Principal/Supervisor?	_____	_____	_____

Result of discussion(s): _____

Suggested solution: _____

I understand that:

1. The School District may request further information about this complaint, and if such information is available, I shall present it upon request.
2. A copy of this complaint will be given by the School District to the person against whom this complaint is being made within 5 school days of receipt of complaint. He/She will be given the opportunity to respond in writing, within 5 school days of receipt of this complaint. I will receive a copy of any such response.
3. The superintendent shall attempt to resolve the matter through a conference with the parent/citizen.
4. If the matter is still unresolved, the Board of Directors, in Executive Session, may hold a hearing with press and public excluded in accordance with District Policy 4220. Any formal actions by the Board must take place at an open meeting. I will be informed of the time, date, and place of the open meeting.

Signature

Signature

Address

Address

Employee Receipt of Complaint:

I have received a copy of this complaint: _____
Employee Signature Date

APPENDIX C

ITEMS TO BE INCLUDED IN JOB-SHARING APPLICATIONS

The final proposal is due April 1 to the principal.

The application should address all of the items needed to share the duties and responsibilities of one position, including but not limited to the following criteria.

1. The agreement on an acceptable division of the teaching assignment. Principals and teachers should work together to determine divisions that provide the greatest instructional benefit and least disruption to the educational program of students.
2. When and how job-sharing partners are going to provide for joint planning.
3. Division of teaching tasks, including subject matter to assure appropriate coverage of State Grade Level Expectations (GLEs) and District curriculum.
4. Basic ground rules for discipline.
5. How the following details will be covered so that both parties are informed and have opportunity for contribution:
 - A. Faculty meetings
 - B. Parent conferences
 - C. Reporting student progress
 - D. Professional Development Wednesday activities/in-service opportunities
 - E. Open House or Curriculum Night
 - F. First and last day of school
 - G. Substituting/Exchange of days
 - H. PEG meetings/IEP conferences
6. Communications system:
 - A. Between job share applicants
 - B. With building administration
 - C. With parents
 - D. With students
 - E. With colleagues

APPENDIX D

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401 2012-13 TRI SCHEDULE: CURRICULUM (TRI) DAYS

The following TRI schedule includes compensation for the four (4) Curriculum (TRI) Days at a per diem rate, as outlined in Section 7.1.1.2 Curriculum (TRI) Days. TRI schedules for additional 2012-13 TRI compensation can be found in Appendix E 7.1.1.3 TRI RESTORATION AND Appendix F (7.1.1.4 TRI COMPENSATION). Additional years' schedule information will be added as the State Legislature releases data.

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401 7.1.1.2 CURRICULUM (TRI) DAY SCHEDULE 2012-13

TRI BASE= \$742									
Education	01	02	03	04	05	06	07	08	09
	BA + 0	BA + 15	BA + 30	BA + 45	BA + 90	BA + 135	MA	MA + 45	MA + 90
Experience	G								
0	\$742	\$762	\$783	\$804	\$870	\$913	\$890	\$956	\$999
Factor	1.000000	1.027010	1.055000	1.083040	1.173030	1.230990	1.198910	1.288910	1.346900
1	\$752	\$772	\$793	\$815	\$883	\$925	\$899	\$967	\$1,010
Factor	1.013460	1.040840	1.069180	1.098460	1.189390	1.247040	1.212240	1.303190	1.360790
2	\$761	\$782	\$803	\$827	\$894	\$937	\$909	\$977	\$1,020
Factor	1.026280	1.053930	1.082570	1.114110	1.204780	1.263030	1.225660	1.316320	1.374580
3	\$771	\$792	\$813	\$838	\$905	\$949	\$919	\$986	\$1,030
Factor	1.039500	1.067410	1.096360	1.128900	1.219400	1.279090	1.238380	1.328810	1.388500
4	\$781	\$803	\$824	\$849	\$917	\$961	\$929	\$996	\$1,041
Factor	1.052460	1.081600	1.110720	1.144390	1.235420	1.295510	1.251710	1.342740	1.402860
5	\$791	\$813	\$834	\$861	\$928	\$974	\$939	\$1,006	\$1,052
Factor	1.065850	1.095130	1.124500	1.160080	1.250770	1.312060	1.265260	1.355990	1.417300
6	\$801	\$822	\$845	\$873	\$940	\$985	\$949	\$1,016	\$1,062
Factor	1.079600	1.108250	1.138660	1.176100	1.266230	1.327850	1.279150	1.369420	1.431000
7	\$819	\$841	\$863	\$893	\$961	\$1,008	\$968	\$1,036	\$1,083
Factor	1.103790	1.132860	1.163670	1.203010	1.294610	1.357900	1.305170	1.396730	1.460080
8	\$845	\$868	\$891	\$923	\$992	\$1,041	\$999	\$1,068	\$1,116
Factor	1.139160	1.169840	1.201380	1.243980	1.336810	1.402500	1.346100	1.438990	1.504580
9		\$896	\$921	\$954	\$1,024	\$1,075	\$1,030	\$1,100	\$1,150
Factor		1.208140	1.241250	1.285380	1.380380	1.448300	1.387470	1.482530	1.550410
10			\$951	\$986	\$1,057	\$1,110	\$1,062	\$1,133	\$1,185
Factor			1.281580	1.328910	1.425170	1.495320	1.431040	1.527330	1.597440
11				\$1,019	\$1,092	\$1,145	\$1,095	\$1,168	\$1,221
Factor				1.373710	1.472070	1.543620	1.475800	1.574230	1.645740
12				\$1,051	\$1,128	\$1,183	\$1,130	\$1,204	\$1,258
Factor				1.417080	1.520220	1.593910	1.522400	1.622360	1.696070
13					\$1,165	\$1,221	\$1,165	\$1,240	\$1,297
Factor					1.569560	1.645440	1.570600	1.671690	1.747600
14					\$1,201	\$1,261	\$1,202	\$1,280	\$1,336
Factor					1.619130	1.698900	1.620220	1.724510	1.801050
15					\$1,233	\$1,293	\$1,233	\$1,313	\$1,371
Factor					1.661260	1.743100	1.662330	1.769340	1.847880
16					\$1,257	\$1,319	\$1,258	\$1,339	\$1,399
Factor					1.694470	1.777940	1.695570	1.804720	1.884820

APPENDIX E

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401 2012-13 TRI SCHEDULE: TRI RESTORATION

The following TRI schedule includes compensation outlined in Section 7.1.1.3 (TRI RESTORATION). TRI schedules for additional 2012-13 TRI compensation can be found in Appendix D (7.1.1.2 CURRICULUM (TRI) DAYS) and Appendix F (7.1.1.4 TRI COMPENSATION). Additional years' schedule information will be added as the State Legislature releases data.

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401

7.1.1.3 TRI RESTORATION SCHEDULE 2012-13 1.9%

TRI BASE= \$635									
Education	01 BA + 0	02 BA + 15	03 BA + 30	04 BA + 45	05 BA + 90	06 BA + 135	07 MA	08 MA + 45	09 MA + 90
Experience	G								
0	\$635	\$652	\$670	\$688	\$745	\$782	\$761	\$818	\$855
Factor	1.000000	1.027010	1.055000	1.083040	1.173030	1.230940	1.198800	1.288910	1.346900
1	\$644	\$661	\$679	\$698	\$755	\$792	\$770	\$827	\$864
Factor	1.013460	1.040840	1.069163	1.098460	1.189355	1.247040	1.212240	1.303120	1.360790
2	\$652	\$669	\$687	\$707	\$765	\$802	\$778	\$836	\$873
Factor	1.026280	1.053930	1.082520	1.114000	1.204700	1.263000	1.225630	1.316320	1.374580
3	\$660	\$678	\$696	\$717	\$774	\$812	\$786	\$844	\$882
Factor	1.039450	1.067410	1.096360	1.128800	1.219400	1.279090	1.238380	1.328700	1.388500
4	\$668	\$687	\$705	\$727	\$784	\$823	\$795	\$853	\$891
Factor	1.052460	1.081600	1.110720	1.144390	1.235420	1.295400	1.251600	1.342700	1.402800
5	\$677	\$695	\$714	\$737	\$794	\$833	\$803	\$861	\$900
Factor	1.065850	1.095130	1.124450	1.160040	1.250730	1.312060	1.265200	1.355990	1.417100
6	\$686	\$704	\$723	\$747	\$804	\$843	\$812	\$870	\$909
Factor	1.079600	1.108250	1.138600	1.175900	1.266230	1.327850	1.279130	1.369420	1.431000
7	\$701	\$719	\$739	\$764	\$822	\$862	\$829	\$887	\$927
Factor	1.103790	1.132860	1.163670	1.203010	1.294610	1.357900	1.305140	1.396730	1.460080
8	\$723	\$743	\$763	\$790	\$849	\$891	\$855	\$914	\$955
Factor	1.139153	1.169840	1.201380	1.243953	1.336810	1.402400	1.346100	1.438800	1.504580
9		\$767	\$788	\$816	\$877	\$920	\$881	\$941	\$985
Factor		1.208140	1.241190	1.285380	1.380380	1.448200	1.387400	1.482500	1.550410
10			\$814	\$844	\$905	\$950	\$909	\$970	\$1,014
Factor			1.281580	1.328910	1.425150	1.495320	1.431010	1.527330	1.597300
11				\$872	\$935	\$980	\$937	\$1,000	\$1,045
Factor				1.373650	1.472050	1.543620	1.475800	1.574230	1.645740
12				\$900	\$965	\$1,012	\$967	\$1,030	\$1,077
Factor				1.417080	1.520220	1.593800	1.522400	1.622200	1.696070
13					\$997	\$1,045	\$997	\$1,062	\$1,110
Factor					1.569500	1.645200	1.570600	1.671690	1.747600
14					\$1,028	\$1,079	\$1,029	\$1,095	\$1,144
Factor					1.619130	1.698800	1.620220	1.724510	1.801050
15					\$1,055	\$1,107	\$1,055	\$1,124	\$1,173
Factor					1.661260	1.743000	1.662200	1.769340	1.847820
16					\$1,076	\$1,129	\$1,077	\$1,146	\$1,197
Factor					1.694470	1.777940	1.695570	1.804720	1.884820

APPENDIX F

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401 2012-13 TRI SCHEDULE: TRI COMPENSATION

The following TRI schedule includes compensation as outlined in Section 7.1.1.4 TRI COMPENSATION. TRI schedules for additional 2012-13 TRI compensation can be found in Appendix D (7.1.1.2 CURRICULUM (TRI) DAYS) and Appendix E (7.1.1.3 TRI RESTORATION). Additional years' schedule information will be added as the State Legislature Releases data.

STANWOOD-CAMANO SCHOOL DISTRICT NO. 401

7.1.1.4 TRI COMPENSATION SCHEDULE 2012-13

TRI BASE= \$5,792									
Education	01	02	03	04	05	06	07	08	09
	BA + 0	BA + 15	BA + 30	BA + 45	BA + 90	BA + 135	MA	MA + 45	MA + 90
Experience	G								
0	\$5,792	\$5,948	\$6,111	\$6,273	\$6,794	\$7,130	\$6,943	\$7,465	\$7,801
Factor	1.000000	1.027010	1.055000	1.083040	1.173030	1.230940	1.198800	1.288910	1.346900
1	\$5,870	\$6,029	\$6,193	\$6,362	\$6,889	\$7,223	\$7,021	\$7,548	\$7,882
Factor	1.013460	1.040840	1.069163	1.098460	1.189355	1.247040	1.212240	1.303120	1.360790
2	\$5,944	\$6,104	\$6,270	\$6,452	\$6,978	\$7,315	\$7,099	\$7,624	\$7,962
Factor	1.026280	1.053930	1.082520	1.114000	1.204700	1.263000	1.225630	1.316320	1.374580
3	\$6,020	\$6,182	\$6,350	\$6,538	\$7,063	\$7,408	\$7,173	\$7,696	\$8,042
Factor	1.039450	1.067410	1.096360	1.128800	1.219400	1.279090	1.238380	1.328700	1.388500
4	\$6,096	\$6,265	\$6,433	\$6,628	\$7,156	\$7,503	\$7,249	\$7,777	\$8,125
Factor	1.052460	1.081600	1.110720	1.144390	1.235420	1.295400	1.251600	1.342700	1.402800
5	\$6,173	\$6,343	\$6,513	\$6,719	\$7,244	\$7,599	\$7,328	\$7,854	\$8,208
Factor	1.065850	1.095130	1.124450	1.160040	1.250730	1.312060	1.265200	1.355990	1.417100
6	\$6,253	\$6,419	\$6,595	\$6,811	\$7,334	\$7,691	\$7,409	\$7,932	\$8,288
Factor	1.079600	1.108250	1.138600	1.175900	1.266230	1.327850	1.279130	1.369420	1.431000
7	\$6,393	\$6,562	\$6,740	\$6,968	\$7,498	\$7,865	\$7,559	\$8,090	\$8,457
Factor	1.103790	1.132860	1.163670	1.203010	1.294610	1.357900	1.305140	1.396730	1.460080
8	\$6,598	\$6,776	\$6,958	\$7,205	\$7,743	\$8,123	\$7,797	\$8,334	\$8,715
Factor	1.139153	1.169840	1.201380	1.243953	1.336810	1.402400	1.346100	1.438800	1.504580
9		\$6,998	\$7,189	\$7,445	\$7,995	\$8,388	\$8,036	\$8,587	\$8,980
Factor		1.208140	1.241190	1.285380	1.380380	1.448200	1.387400	1.482500	1.550410
10			\$7,423	\$7,697	\$8,254	\$8,661	\$8,288	\$8,846	\$9,252
Factor			1.281580	1.328910	1.425150	1.495320	1.431010	1.527330	1.597300
11				\$7,956	\$8,526	\$8,941	\$8,548	\$9,118	\$9,532
Factor				1.373650	1.472050	1.543620	1.475800	1.574230	1.645740
12				\$8,208	\$8,805	\$9,231	\$8,818	\$9,396	\$9,824
Factor				1.417080	1.520220	1.593800	1.522400	1.622200	1.696070
13					\$9,091	\$9,529	\$9,097	\$9,682	\$10,122
Factor					1.569500	1.645200	1.570600	1.671690	1.747600
14					\$9,378	\$9,839	\$9,384	\$9,988	\$10,432
Factor					1.619130	1.698800	1.620220	1.724510	1.801050
15					\$9,622	\$10,095	\$9,627	\$10,248	\$10,703
Factor					1.661260	1.743000	1.662200	1.769340	1.847820
16					\$9,814	\$10,298	\$9,821	\$10,453	\$10,917
Factor					1.694470	1.777940	1.695570	1.804720	1.884820
17					\$9,878	\$10,362	\$9,885	\$10,517	\$10,981
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
18					\$9,878	\$10,362	\$9,885	\$10,517	\$10,981
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
19					\$9,878	\$10,362	\$9,885	\$10,517	\$10,981
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
20					\$10,378	\$10,862	\$10,385	\$11,017	\$11,481
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
21					\$10,378	\$10,862	\$10,385	\$11,017	\$11,481
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
22					\$10,378	\$10,862	\$10,385	\$11,017	\$11,481
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
23					\$10,378	\$10,862	\$10,385	\$11,017	\$11,481
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
24					\$10,378	\$10,862	\$10,385	\$11,017	\$11,481
Factor					1.694400	1.777940	1.695570	1.804720	1.884820
25					\$10,678	\$11,162	\$10,685	\$11,317	\$11,781
Factor									

APPENDIX G

**STANWOOD-CAMANO SCHOOL DISTRICT NO. 401
VERIFICATION OF ADDITIONAL TIME WORKED
Time, Responsibility and Incentive (TRI)**

Directions: Fill out and return to your Building Administrator by June 16th each year.

Per Article VII, Section 7.1.1.4, of the Collective Bargaining Agreement, the basic salary schedule pay covers 180 days of service annually.

In addition to the 180 days compensation, all certificated employees will receive compensation for Time, Responsibility, and Incentive (TRI). This compensation will be based upon each employee's placement on the TRI Salary Schedule and FTE status. Payment for the TRI Schedule is paid in twelve (12) equal monthly payments, September through August.

The TRI Schedule includes compensation for *Professional Responsibilities* and for four (4) *District Directed Days*.

Four (4) District Days Verification

Check the box of those days attended:

- | | | |
|--------|--------------------------|--|
| 1 day | <input type="checkbox"/> | a. Building Day (before school begins in Fall) |
| 1 day | <input type="checkbox"/> | b. District Day (Staff Development Day) |
| 2 days | <input type="checkbox"/> | c. Conference Days (November) |

I certify that the information given above accurately verifies the District Days I worked as specified in the Stanwood-Camano Education Association Bargaining Agreement:

Employee Signature

Date Signed

Failure to complete these requirements will result in loss of pay on July 31st of per diem rate of pay per day.

OVER

APPENDIX G

TRI Professional Activities Verification

I certify that, in addition to the above required four (4) District Directed Days based on my FTE status, I have completed professional responsibilities beyond the contracted work-day or work-year.

During the school year, I fulfilled my TRI Professional Responsibilities requirements through the following activities. Check all that apply:

- ☐ Preparation for school opening
- ☐ Preparation for school closing
- ☐ Parent conferences
- ☐ Supporting community and student activities
- ☐ Providing individual help to students
- ☐ Evaluating student work
- ☐ Correcting papers and projects
- ☐ Workshops, classes and inservice work
- ☐ Researching educational materials and supplies
- ☐ Improving and maintaining professional skills
- ☐ Preparation and revisions of materials
- ☐ Consulting with other instructional staff
- ☐ Instructional-departmental staff meetings
- ☐ Working with computers and other technology
- ☐ Making presentation to the School Board
- ☐ Fund raising for student activities

Employee Signature

Date Signed

Building Administrator's Signature

Date Signed

Stanwood-Camano School District Observation/Evaluation of Performance

Observation ☐90 day ☐

Teacher's Name:

Assignment:

School:

Date(s) of Observation:

Duration of Observation:

S= Satisfactory Performance

N = Needs Improvement

U = Unsatisfactory Performance

(Not to be used for Annual Evaluation)

_____ **Criterion 1: Knowledge of Subject Matter.** The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators:

- 1.1 Demonstrates knowledge and understanding of state educational goals and district adopted curriculum as the framework of subject matter;
- 1.2 Shows interest in subject(s) taught;
- 1.3 Presents content accurately;
- 1.4 Teaches processes and skills appropriate to the subject area and to the students' abilities;
- 1.5 Keeps abreast of development in subject matter and issues related to teaching;
- 1.6 Considers relationship between one's subject matter and other discipline/subjects;
- 1.7 Relates subject matter to life experiences and student interests.

Comments:

_____ **Criterion 2: Instructional Skill.** The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and implementing an instructional experience.

A. PLANNING

Performance Indicators:

- 2.1 Uses available district and state curriculum documents to design short and long-range plans;
- 2.2 Develops a variety of instructional strategies and experiences to meet the learning needs of students;
- 2.3 Develops quality assessments aligned with lessons and units;
- 2.4 Applies consistent grading standards using benchmarks where appropriate.

B. INSTRUCTION

Performance Indicators:

- 2.5 Implements an instructional plan:
 - Communicates objective and evaluative criteria to students;
 - Provides clear directions to students;
 - Models expectations for students;
 - Continuously checks for student understanding and modifies instruction accordingly;
 - Uses appropriate guided, group, and independent practice.
- 2.6 Uses principles of learning to facilitate learning of objectives:
 - Developmentally appropriate practices;
 - Motivational theory;
 - Retention, application, and transfer of knowledge.

- 2.7 Uses motivational strategies to actively engage students in learning.
- 2.8 Uses effective questioning techniques, problem solving, and application strategies;
- 2.9 Consistently provides feedback in a timely manner.

C. ASSESSMENT

- 2.10 Is knowledgeable about assessment methodology;
- 2.11 Incorporates quality assessment into planning and instruction.

Comments:

_____ **Criterion 3: Classroom Management.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 Organizes the physical setting to enhance learning;
- 3.2 Maintains orderly, efficient classroom environment conducive to learning;
- 3.3 Organizes individual, small and large group learning experiences, appropriate to the student(s), subject matter, and outcome desired;
- 3.4 Implements well defined classroom procedures, yet remains flexible;
- 3.5 Makes appropriate use of support staff;
- 3.6 Teaches and models individual responsibility;
- 3.7 Establishes clear expectations for classroom operational processes and procedures.

Comments:

_____ **Criterion 4: The Handling of Student Discipline and Attendant Problems.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Performance Indicators:

- 4.1 Recognizes and addresses conditions which may lead to disciplinary problems;
- 4.2 Establishes and teaches clear parameters for student conduct and regularly communicates expectations;
- 4.3 Holds students accountable for expectation;
- 4.4 Creates a positive environment where student are appropriately disciplined;
- 4.5 Utilizes a variety of progressive interventions to encourage appropriate behavior and deescalate conflicts;
- 4.6 Resolves discipline problems in accordance with law, school board policy, administrative regulations and policies;
- 4.7 Exercises responsibility for student management throughout the entire building.

Comments:

_____ **Criterion 5: Interest in Teaching Pupils.** The certificated classroom teacher demonstrates an understanding of, and a commitment to, each pupil, taking into account each individual's unique background and characteristics.

Performance Indicators:

- 5.1 Expects all students to experience success;
- 5.2 Listens and responds appropriately to student concerns;
- 5.3 Develops a positive and appropriate rapport with students;
- 5.4 Interacts with students in a mutually respectful and professional manner;
- 5.5 Models lifelong learning with students;
- 5.6 Honors and utilizes the diversity within a group.

Comments:

_____ **Criterion 6: Professional Preparation and Scholarship.** The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

Performance Indicators:

- 6.1 Demonstrates knowledge of current theory and methods of teaching;
- 6.2 Demonstrates commitment to the profession and its code of ethics;
- 6.3 Actively and collaboratively participates in the school improvement process by maintaining involvement in building goals and activities;
- 6.4 Participates in the diagnostic process and implements necessary modifications in the classroom to meet the special needs of all students including those with an IEP or 504 plan.
- 6.5 Exhibits flexibility, self-control and professional judgment;
- 6.6 Exhibits acceptable methods for resolving concerns, problems and/or conflicts within the school community.

Comments:

_____ **Criterion 7: Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

- 7.1 Demonstrates ongoing reflection, self assessment and professional growth;
- 7.2 Responds and follows through with recommendations included in periodic and annual personnel evaluations;
- 7.3 Examines multiple student learning results and, if needed, seeks assistance to align instruction with successful practices.

Comments:

_____ **Criterion 8: Communication With Parents.** The certificated classroom teacher demonstrates an understanding of the importance of communication with parents/guardians in the educational process.

Performance Indicators:

- 8.1 Fosters the cooperative involvement and support of parents/guardians in the educational process.

Summary Comments:

General Comments (optional):

Date of Evaluation Conference:

It is my judgment, based on the adopted criteria, this staff member's overall performance during the evaluation period has been

☐ Satisfactory

☐ Unsatisfactory

Evaluator's Signature _____

Date _____

Evaluatee's Signature _____

Date _____

The evaluatee shall have the right to affix to the evaluation form any comments, observations, and/or considerations he/she believes to be pertinent to the evaluation. Signature indicates receipt of document, not necessarily agreement with the contents.

Stanwood-Camano School District Annual Evaluation of Performance

Annual ☐

Teacher's Name:

Assignment:

School:

Date(s) of Observation:

Duration of Observation:

S= Satisfactory Performance

U = Unsatisfactory Performance

_____ **Criterion 1: Knowledge of Subject Matter.** The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators:

- 1.1 Demonstrates knowledge and understanding of state educational goals and district adopted curriculum as the framework of subject matter;
- 1.2 Shows interest in subject(s) taught;
- 1.3 Presents content accurately;
- 1.4 Teaches processes and skills appropriate to the subject area and to the students' abilities;
- 1.5 Keeps abreast of development in subject matter and issues related to teaching;
- 1.6 Considers relationship between one's subject matter and other discipline/subjects;
- 1.7 Relates subject matter to life experiences and student interests.

Comments:

_____ **Criterion 2: Instructional Skill.** The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and implementing an instructional experience.

A. PLANNING

Performance Indicators:

- 2.1 Uses available district and state curriculum documents to design short and long-range plans;
- 2.2 Develops a variety of instructional strategies and experiences to meet the learning needs of students;
- 2.3 Develops quality assessments aligned with lessons and units;
- 2.4 Applies consistent grading standards using benchmarks where appropriate.

B. INSTRUCTION

Performance Indicators:

- 2.5 Implements an instructional plan:
 - Communicates objective and evaluative criteria to students;
 - Provides clear directions to students;
 - Models expectations for students;
 - Continuously checks for student understanding and modifies instruction accordingly;
 - Uses appropriate guided, group, and independent practice.
- 2.6 Uses principles of learning to facilitate learning of objectives:
 - Developmentally appropriate practices;
 - Motivational theory;
 - Retention, application, and transfer of knowledge.

- 2.7 Uses motivational strategies to actively engage students in learning.
- 2.8 Uses effective questioning techniques, problem solving, and application strategies;
- 2.9 Consistently provides feedback in a timely manner.

C. ASSESSMENT

- 2.10 Is knowledgeable about assessment methodology;
- 2.11 Incorporates quality assessment into planning and instruction.

Comments:

_____ **Criterion 3: Classroom Management.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 Organizes the physical setting to enhance learning;
- 3.2 Maintains orderly, efficient classroom environment conducive to learning;
- 3.3 Organizes individual, small and large group learning experiences, appropriate to the student(s), subject matter, and outcome desired;
- 3.4 Implements well defined classroom procedures, yet remains flexible;
- 3.5 Makes appropriate use of support staff;
- 3.6 Teaches and models individual responsibility;
- 3.7 Establishes clear expectations for classroom operational processes and procedures.

Comments:

_____ **Criterion 4: The Handling of Student Discipline and Attendant Problems.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Performance Indicators:

- 4.1 Recognizes and addresses conditions which may lead to disciplinary problems;
- 4.2 Establishes and teaches clear parameters for student conduct and regularly communicates expectations;
- 4.3 Holds students accountable for expectation;
- 4.4 Creates a positive environment where student are appropriately disciplined;
- 4.5 Utilizes a variety of progressive interventions to encourage appropriate behavior and deescalate conflicts;
- 4.6 Resolves discipline problems in accordance with law, school board policy, administrative regulations and policies;
- 4.7 Exercises responsibility for student management throughout the entire building.

Comments:

_____ **Criterion 5: Interest in Teaching Pupils.** The certificated classroom teacher demonstrates an understanding of, and a commitment to, each pupil, taking into account each individual's unique background and characteristics.

Performance Indicators:

- 5.1 Expects all students to experience success;
- 5.2 Listens and responds appropriately to student concerns;
- 5.3 Develops a positive and appropriate rapport with students;
- 5.4 Interacts with students in a mutually respectful and professional manner;
- 5.5 Models lifelong learning with students;
- 5.6 Honors and utilizes the diversity within a group.

Comments:

_____ **Criterion 6: Professional Preparation and Scholarship.** The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

Performance Indicators:

- 6.1 Demonstrates knowledge of current theory and methods of teaching;
- 6.2 Demonstrates commitment to the profession and its code of ethics;
- 6.3 Actively and collaboratively participates in the school improvement process by maintaining involvement in building goals and activities;
- 6.4 Participates in the diagnostic process and implements necessary modifications in the classroom to meet the special needs of all students including those with an IEP or 504 plan.
- 6.5 Exhibits flexibility, self-control and professional judgment;
- 6.6 Exhibits acceptable methods for resolving concerns, problems and/or conflicts within the school community.

Comments:

_____ **Criterion 7: Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

- 7.1 Demonstrates ongoing reflection, self assessment and professional growth;
- 7.2 Responds and follows through with recommendations included in periodic and annual personnel evaluations;
- 7.3 Examines multiple student learning results and, if needed, seeks assistance to align instruction with successful practices.

Comments:

_____ **Criterion 8: Communication With Parents.** The certificated classroom teacher demonstrates an understanding of the importance of communication with parents/guardians in the educational process.

Performance Indicators:

- 8.1 Fosters the cooperative involvement and support of parents/guardians in the educational process.

Summary Comments:

General Comments (optional):

Date of Evaluation Conference:

It is my judgment, based on the adopted criteria, this staff member's overall performance during the evaluation period has been

☐ Satisfactory

☐ Unsatisfactory

Evaluator's Signature _____ Date _____

Evaluatee's Signature _____ Date _____

The evaluatee shall have the right to affix to the evaluation form any comments, observations, and/or considerations he/she believes to be pertinent to the evaluation. Signature indicates receipt of document, not necessarily agreement with the contents.

**Stanwood-Camano School District
Observation/Evaluation of Performance
Educational Support Employees**

Observation ☐90 day ☐

Name:

Assignment:

School:

Date(s) of Observation:

Duration of Observation:

S= Satisfactory Performance

N = Needs Improvement

U = Unsatisfactory Performance

(Not to be used on Annual Evaluation)

_____ **Criterion 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/She demonstrates an understanding of and knowledge about common school education and the educational milieu grades P-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Performance Indicators:

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

Comments:

_____ **Criterion 2: SPECIALIZED SKILL.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Performance Indicators:

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

Comments:

_____ **Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Performance Indicators:

- 3.1 Select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- 3.2 Demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters;
- 3.3 Use comparative and interpretive data;
- 3.4 Create an environment which provides privacy and protects students and family information, as mandated by code of ethics, federal and state regulations, and local school district policies.

Comments:

_____ **Criterion 4: THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

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

Comments:

_____ **Criterion 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Performance Indicators:

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

Comments:

General Comments (optional):

Date of Evaluation Conference:

It is my judgment, based on the adopted criteria, this staff member's overall performance during the evaluation period has been

☐ Satisfactory

☐ Unsatisfactory

Evaluator's Signature _____

Date _____

Evaluatee's Signature _____

Date _____

The evaluatee shall have the right to affix to the evaluation form any comments, observations, and/or considerations he/she believes to be pertinent to the evaluation. Signature indicates receipt of document, not necessarily agreement with the contents.

**Stanwood-Camano School District
Annual Evaluation of Performance
Educational Support Employees**

Annual ☐

Name:

Assignment:

School:

Date(s) of Observation:

Duration of Observation:

S= Satisfactory Performance

U = Unsatisfactory Performance

_____ **Criterion 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/She demonstrates an understanding of and knowledge about common school education and the educational milieu grades P–12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Performance Indicators:

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

Comments:

_____ **Criterion 2: SPECIALIZED SKILL.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Performance Indicators:

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

Comments:

_____ **Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Performance Indicators:

- 3.1 Select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;

- 3.2 Demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters;
- 3.3 Use comparative and interpretive data;
- 3.4 Create an environment which provides privacy and protects students and family information, as mandated by code of ethics, federal and state regulations, and local school district policies.

Comments:

_____ **Criterion 4: THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

Performance Indicators:

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

Comments:

_____ **Criterion 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Performance Indicators:

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

Comments:

General Comments (optional):

Date of Evaluation Conference:

It is my judgment, based on the adopted criteria, this staff member's overall performance during the evaluation period has been

☐ Satisfactory

☐ Unsatisfactory

Evaluator's Signature _____ Date _____

Evaluatee's Signature _____ Date _____

The evaluatee shall have the right to affix to the evaluation form any comments, observations, and/or considerations he/she believes to be pertinent to the evaluation. Signature indicates receipt of document, not necessarily agreement with the contents.

**Stanwood-Camano School District #401
Short Form Evaluation**

Teacher's Name: _____
Assignment: _____ School: _____
Date of Observation: _____
Time of Observation: _____

Evaluator's Signature _____ Date _____

Evaluatee's Signature* _____ Date _____

* Indicates only that the teacher has reviewed the evaluation in conference with the evaluator.

STANWOOD-CAMANO SCHOOL DISTRICT #401

**PROFESSIONAL GROWTH PLAN
VERIFICATION**

Name _____ School _____ Year _____

Supervisor _____

Grade _____ Subject(s) _____

Goal(s): Teacher, Student, Program, Organizational (to be completed by staff member)

Identity Self-Assessment Instrument(s) Used

To be completed by supervisor: _____

☐ Planning worksheet and activities verifying progress toward goal attainment were completed.

_____ has met the statutory requirements of the PGP for Washington State and the Stanwood-Camano Education Collective Bargaining Agreement.

Date _____

Staff Member _____

Date _____

Supervisor _____

Position _____

SUBJECT INDEX

PAGE

Academic Freedom/Controversial Issues	10
Adoption Leave	23
Agency Fee	7
Appeals (Layoff & Recall)	61
Appointment of Evaluators	63
Assignment Exchange	19
Assignment, Vacancies, Promotion and Transfer	15
Assignments	15
Association Faculty Representatives	8
Association Leave	25
Attendance at Meetings and Conferences	25
Attendance Incentive Program	41
Automatic Deductions	40
Availability of Information	6
Bereavement Leave	24
Calendars	43
Certificate and Degree Requirements	30
Certificated Special Education Staff Preparation Days	48
Class/Duty Coverage	19
Classroom Visitation	56
Co-Curricular Schedule	33
Complete Evaluation – Elements	63
Completion of Evaluation Form	63
Conference Days	49
Confidentiality	75
Conformity to Law	76
Continuity Grievance	77
Contract Length	46
Contracting Out	3
Counselors	50
Criteria (Layoff & Recall)	59
Curriculum Days	46
Curriculum Development Study/Committee Compensation	33
Definition of Agreement	1
Definition of Endorsements	59
Definition of Qualifications	59
Definition of Seniority	59
Definitions	2
Definitions (Grievance)	75
Disciplinary Cause	9
Discovery (Grievance)	77
Discretionary Deductions	41
Distribution of Agreement	3
Driver's Education Pay	33
Education Credits	30
Educational Support Employees	70
Emergency School Closure and Delayed Opening	49
Employee Facilities	56
Employee Professional Development	62

Employee Workload	61
Enforcement of Discipline	14
English/Language Arts Release Time	54
Equipment Use (Association Rights)	5
Evaluation Form Format	72
Evaluation Frequency	63
Evaluative Criteria	67
Evaluator's Preparation	63
Exclusive Remedy (Grievance)	83
Exclusivity	5
Experience Credits	31
Follow-up Conferences (Evaluation)	65
Formal Observation	64
Formal Procedure (Grievance)	78
Freedom from Reprisals	76
General Leave Provisions	21
General Provisions (Student Discipline)	13
General Provisions (Individual Contracts)	14
Handling of Complaints Against Employees	12
Hold Harmless	8
Index	30
Individual Contracts	14
Individual Rights (Employee)	8
Individual Rights (Grievance)	77
Informal Observation	65
Informal Procedure	78
Initial Rating (Salary Schedule)	29
Inservice Professional Education	57
Instructor Pay	42
Insurance Benefits	39
Insurance While Engaged in Maintaining Order, Etc.	11
Job Sharing	20
Jury Duty and Subpoena Leave	25
Layoff and Recall	59
Layoff Benefits	60
Leadership Teams	55
Leave for Illness, Injury and Emergencies	21
Leave Sharing Program	22
Length of Work Day	51
Liability Insurance	11
Library Media Specialists	50
Limitation on Time to File Grievance	75
Management's Rights	4
Maternity Leave	23
Membership Communication	5
Membership Fees	7
Military Leave	25
New Teachers	48
No Strike	4
Non-Contract Days	48
Open House	33
Other Leaves	27

Out-of-State Experience	32
Part-time Salaries	32
Payroll Deductions	40
Payroll Dues Deductions	7
Peer Evaluation	67
Personal Leave	24
Personal Leave Attendance Incentive Program	42
Personnel Files	10
Placement of Beginning Teachers on the Schedule	29
Post-Observation Conferences	65
Post-Observation Reports	65
Pre-Observation Conference	64
Preparation Time	53
Probation	66
Probation Records	72
Procedures (Student Discipline)	13
Procedures for Professional Growth Process	73
Procedures of the Evaluation System	64
Professional Development Wednesday	52
Provisions Governing Employee Salary Schedule	29
Purchase Order Request Forms	58
Purpose (Grievance)	74
Ratification	2
Recall Procedure	60
Recognition	1
Relationship to Existing Policies, Practices, Rules and Regulations	3
Relationship to Individual Contracts	3
Release from Duty	76
Release from Individual Contracts	14
Released Time	8
Right to Address the Board	6
Right to Join and Support Employee Organizations	9
Rights to Representation	76
Safe Working Conditions	57
Salary Payment Provisions	28
Salary Placement	29
School Psychologists	50
Selection of Instructional Materials	61
Sick Leave Attendance Incentive Program	41
Special Education Preparation Time	54
Special Services Evaluation Team Compensation	33
Statement of Purpose (Evaluation)	63
Structure of the Evaluation System	63
Student Discipline	12
Student Placement	62
Substitutes	32
Summer School and Adult Education	58
Super FTE	15
Supplemental Contracts	15
Teacher Protection	11
Teaching Employees (Evaluation)	67
Time Utilization	51

Transfers	18
Travel Expenses	38
TRI Compensation	46
Tuition Reimbursement	38
Work Year	43
Workload Notation (Evaluation)	73