

CONTRACTUAL AGREEMENT

BETWEEN

LOPEZ ISLAND
SCHOOL DISTRICT

AND THE

LOPEZ EDUCATION
ASSOCIATION

SEPTEMBER 1, 2018

THROUGH

AUGUST 31, 2020

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ARTICLE 1- RECOGNITION AND DEFINITIONS

Section 1 Recognition

The District recognizes the Lopez Education Association as the sole bargaining representative for all contracted non-supervisory certificated employees. Employees who have been issued conditional certificates by either the State or the District are considered members of the bargaining unit provided that, within a reasonable period of time after their initial date of hire, they enroll in a State approved teacher certification program, and provided further, they evidence appropriate and reasonable progress toward completion of the program.

Certificated employees not subject to this Agreement are all substitute teachers who work less than thirty (30) total days in a twelve month period or who work less than twenty (20) consecutive days in a twelve month period, the Superintendent, principals and other supervisory employees.

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

Section 2 Definitions

The term "Agreement" shall mean this entire contract for the period defined in Article X, Duration.

The term " Association" shall mean the Lopez Education Association.

The term "Board" shall mean the Board of Directors of the Lopez School District No. 144.

The term "District" shall mean the Lopez School District No. 144. The term "WEA" shall mean the Washington Education Association. The term "NEA" shall mean the National Education Association.

The terms "teacher", "certificated personnel", "certificated employee", or "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1. The term "teacher" shall additionally be defined by the state pursuant to RCW.

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

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

2.1 Context

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

2.2 Substitute

A substitute is someone hired by the District to fill in for a regular teacher who is absent but not officially on a long-term leave.

2.3 Long Term Substitute

A long -term substitute is either someone who works more than twenty (20) consecutive days as a substitute or someone who works more than thirty (30) intermittent days as a substitute in a twelve month period.

2.4 Leave Replacement Teacher

When a regularly employed member of the bargaining unit is granted a leave by the Board of Directors, the person hired to fill in for the duration of the leave will be considered a leave replacement teacher and treated as any other "teacher" defined above for the period of their employment. When a substitute is employed in the same assignment for twenty consecutive working days, they will be considered a leave replacement teacher subject to all terms and conditions of this Agreement for the duration of that assignment.

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 Ratification & Mutual Consent

This Agreement shall become effective in accordance with the Duration Clause herein upon ratification by the Board and the Association and when signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

Section 2 Relationship to Existing Policies

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be contrary to or inconsistent with its terms. Rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement shall not be affected by this Agreement.

Section 3 Compliance of Agreement

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

Section 4 Conformity to Law

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

4.1 Renegotiation

The parties will meet not later than ten (10) days after any such judgment for the purpose of renegotiating the provision(s) affected, but the failure or inability of the parties to agree shall not otherwise affect the balance of the Agreement.

Section 5 Distribution of Agreement

Within ten (10) days of completion, the District shall make the current Collective Bargaining Agreement available on the LISD website.

Section 6 Appendices

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

Section 7 Management Rights

The parties jointly recognize that pursuant to the laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules for governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

In accordance with and subject to applicable laws, regulations, and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law and regulations. The Board acts by and through its administrative and supervisory personnel.

All rights, powers, authority and functions of management, whether heretofore or hereafter exercised and regardless of frequency or infrequency of their exercise, shall remain exclusively vested in the District and its Board of Directors except as expressly and specifically surrendered or limited by the express provision of this Agreement.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1 Exclusivity

Exclusivity herein granted to the Association shall not be granted to competing labor organization except as authorized or required by law.

Section 2 Access and Equipment Use

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property outside of the scheduled or duty free lunch, provided that this shall not interfere with or interrupt normal school operations.

Likewise, the Association shall have the right to use school facilities and equipment. The Association shall pay only for the actual costs incident to such use and any damage to the equipment proven to have been caused by a member or members of the bargaining unit while using the equipment for Association business. The Association may be charged a reasonable rental fee for the use of District equipment, provided, however, that the rate shall be the same as the rate charged for use by the General Public.

Section 3 Membership Communication

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. “Reasonable access” for the purpose of this section means: (a) The access to the new employees occurs within ninety days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the District and Association. It is understood that new employees will be compensated for this time.

The Association shall have the right to utilize bulletin boards, which shall be provided in each faculty lounge or each school in the District, or place of reasonable access to teachers if faculty lounges are not in existence in a given school.

3.1 Mailboxes

The Association shall have the right to use staff mailboxes and Email for communication purposes to the extent allowed by law, and applicable rules and regulations governing public schools in the state of Washington.

Section 4 Availability of Information

The District shall, upon request, provide to the Association President, information which will assist the Association in developing bargaining proposals, and information, which may be necessary for the Association to process any grievance, complaint, or conduct its business, including the following:

- Preliminary Budget
- Final Budget
- Monthly Financial Reports
- Student Enrollment Reports
- Annual Financial Reports
- Audit Reports
- Board Agendas and Board Minutes
- Names of all contracted teachers and working substitute teachers
- Seniority list of all bargaining unit members within each category as described in Article VII, Section 11 will be available by October 15.

4.1 Requests for Information

Requests for information from the Association shall be directed in writing to the Superintendent and shall specify the document by title, or specific description material requested, if no title or identification number is existent or known to Association. Information requests shall be honored within a reasonable amount of time. The District shall not be required to formulate or compile information which, in the course of its operation, is not in existence in such formulated or compiled form.

Section 5 Communication

Nothing in this Agreement or District policy shall be construed to limit the right of the Association or individual employee to communicate their views to the Board at reasonable times and places. The Association shall, except in emergency situations, have the opportunity to communicate Association views on major educational, construction, or fiscal matters before the Board takes final action thereon; provided, this shall not be construed to allow the Association the right to bargain or negotiate with the Board on such matters, nor to limit the right of the Association to bargain on mandatory subjects.

5.1 Board Meetings

The Board shall schedule on the agenda of each regular board meeting under "new business" or other appropriate places on the agenda, matters brought to its attention by the Association.

Section 6 Payroll Deduction & Representation Fees

Prior to preparation of the first payroll of the school year, the Association shall give written notice of the total amount of individual dues required for membership in Association, and a list of members for whom such dues are to be deducted. The District agrees to deduct such dues in 12 equal installments beginning with the September pay period and remit them to the depository designated by the Association.

6.1 Pro-rata Deduction

Teachers who commence employment after September or terminate employment before June shall have their deductions pro-rated for each month or portion thereof the teacher is employed. The Association will provide the District with the appropriate billing forms necessary for transmittal. Deduction shall be made only from payer employees for whom a payroll deduction authorization is on file.

6.2 Deduction

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. Verification will be given to the District within five (5) days of receipt.

The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted, or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

Section 7 Released Time

Whenever Association representatives are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay. The parties agree that negotiations and grievance hearings, whenever possible, will be scheduled during non-school hours.

Section 8 Building Representatives

Individual school principals shall meet with Association building representatives at the request of either party at a mutually agreed upon time. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.

8.1 Written Requests

Requests for such meetings shall be made in writing, shall allow sufficient time for setting the meeting, and shall state the subjects to be discussed.

ARTICLE IV -EMPLOYEE RIGHTS

Section 1 Individual Rights

The private and personal life of any employee is not within the appropriate concern or attention of the Board, except as it affects job performance.

1.1 Additional Rights

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. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

1.2 Non-Discrimination

There shall be no discipline or discrimination with respect to the employment of a person because of such person's age, sex, sexual orientation, marital status, race, creed, color, national origin, domicile (to the extent that it does not demonstrably restrict the employees' performance of their contractual responsibility), political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bonafide 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 teacher involved.

Section 2 Right of Association

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

Section 3 Just Cause

No employee shall be disciplined without just and sufficient cause. Upon request the specific grounds forming the basis of such disciplinary action will be made available to the teacher and the Association in writing, within 72 hours. Any such discipline shall be subject to the grievance procedure.

3.1 Evaluation is not Discipline

The judgment of an evaluator as to employee performance under the evaluative criteria shall not be considered discipline, nor shall the evaluation process be considered discipline.

3.2 Representation

Disciplinary action shall in no way be interpreted to preclude the administrator's right to discuss informally with any employee concerns about that employee's job performance and its upgrading so long as such discussions do not constitute disciplinary action. Subject to the foregoing, an employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representative of the Association present unless the severity of the employee's actions requires immediate action.

3.3 Appropriate Discipline

Discipline imposed may include in ascending order of severity: verbal warning, written reprimand, suspension without pay, or discharge. The District's policy will be to impose discipline appropriate to the cause which precipitated it, taking into account any prior discipline imposed.

3.4 Written Complaints

Whenever written complaints are made against a teacher, a copy shall be given to the employee within a reasonable length of time. The employee shall then be given an opportunity to respond in writing to the complaint. Any such complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

3.5 Verbal Complaints

Verbal complaints against a teacher which could result in disciplinary action should be called to the attention of the teacher within 72 hours. The teacher shall then be given the opportunity to rebut the charge or complaint in writing. The 72 hour notice will be waived in the event the District is directed by an outside agency (law enforcement, auditor) to refrain from notifying the employee.

Section 4 Academic Freedom

Academic Freedom shall be guaranteed to all employees.

4.1 Context

Employees shall be guaranteed professional freedom in classroom presentations and discussions, and may allow discussion on political, religious or otherwise controversial

materials, provided this is done as part of the educational process, reasonably within course content.

4.2 Responsibility

When a controversial issue is discussed, it is the responsibility of the employee to insure that all sides of the issue are equally presented. Employees shall preface their own personal opinions by emphasizing that such statements constitute their personal opinion on controversial issues. Students should have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice, to reconsider assumptions and claims, and reach their own conclusions.

4.3 Support

Teachers who operate within these guidelines shall have the support of the Board and the Administration.

4.4 Devices

No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class without the knowledge of the employee that the device is activated.

4.5 Grades

The teacher shall have the authority and the responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the teacher provided that:

The grade is adequately documented. The grade is based on achievement.

The grade is consistent with State, District and School rules.

The grade is consistent with the teacher's written grading policy distributed to students and parents at the start of the grading period.

Grades and Evaluation: To best diagnose student learning problems and monitor student progress, only certificated staff will grade student papers.

Teachers will carefully analyze papers corrected by students or aides to assign grades and analyze the nature of the errors made.

4.6 Student Test Scores

Many factors affect student performance, and some of these factors are outside the control of the teaching staff. Therefore, student test scores will not be used to evaluate certificated staff performance or affect their right to transfers, reassignments, or other personnel actions. Additionally, student test scores shall not be used to determine compensation levels of certificated staff.

Section 5 Personnel File

Teachers shall upon request to the Superintendent, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents

contained therein shall be afforded the teacher. The District may charge a reasonable fee therefore.

5.1 Grievance File

A separate file for grievances shall be kept apart from the teacher's personnel file and shall be open for inspection by the teacher.

5.2 Review

Anyone, at the teacher's request, may be present at this review.

5.3 Minimum Items

Each teacher's personnel file shall contain the following minimum items of information: evaluation reports, copies of the annual individual contract, teaching certificate, and official transcript of academic records.

5.4 Derogatory Material

Any derogatory material not shown to a teacher 72 hours after receipt or composition shall not be placed in the personnel file.

5.5 Knowledge

No evaluation, correspondence, or other 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 exclusive right to attach her own written comments.

5.6 Signature

The teacher shall acknowledge that she has read such material by affixing her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

5.7 Non-Professional Sources

Derogatory statements from non-professional (e.g. parents, students, non-educator) sources shall not be included in the individual personnel file.

5.8 Time Limit

No derogatory material shall remain in a teacher's file for more than three (3) years from the date of entry and, upon the written request of the teacher; such material shall be given to the teacher involved at the end of that period.

5.9 Inventory Sheet

Upon request by the teacher, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.

5.10 Relationship to Grievance Procedure

A teacher shall have the right to pursue the alteration or removal of material contained in her personnel file through the grievance procedure. If a grievance is filed the disputed material will be placed in the grievance file until the grievance is resolved.

Section 6 Teacher Protection

- A. The Board shall cause employees to be named as additional insured's under its general liability policy.
- B. The District shall provide insurance to pay for loss or damage to personal property of school employee while such employees are 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 employee. The limit of liability hereunder shall be \$500.00 per employee per claim.
- C. Any assault upon an employee by a student shall be promptly reported to the Superintendent. The District will cooperate with the employee to report and process the incident with juvenile or criminal law enforcement agencies.

Section 7 Student Discipline

All teachers have the right to expect acceptable behavior from all students and have the responsibility to maintain discipline in an educational environment.

7.1 Support

The District shall support its employees when following the applicable rules of the Employer and WAC 180-40 with respect to student discipline. An employee may at any time use such force as is necessary to protect himself, other employees, or pupils from attack, physical abuse or injury as provided in Washington State laws for self defense and defense of others.

7.2 Responsibility

Teachers shall maintain order and discipline in their classrooms. Disciplinary action should be carried out to reduce disruption of the educational process.

7.3 Policy

The Board shall adopt and the Administration shall implement policies which deal with student misconduct or insubordination disruptive to the classroom environment.

7.4 Recommendation

A teacher may recommend to the principal a pupil's suspension or expulsion from school. The principal shall consider such recommendation in determining action to be taken. Such actions shall be consistent with student disciplinary policies.

7.5 Appeal

If the principal does not concur with the teacher's recommendations, the teacher shall be so informed in writing and may appeal the decision through the grievance procedure, up to and including the review board only.

Section 8 Individual Teacher Contract

The District shall provide each teacher a contract in conformity with Washington State law, State Board of Education Regulations, and this Agreement.

8.1 Copies of Contract

Three (3) copies of a contract shall be offered to the employee by May 15 prior to the beginning of the ensuing school year for signature. One (1) copy may be retained by that teacher at the time it is signed. Two (2) copies shall be forwarded to the District office to be signed by the District.

8.2 Relationship to Bargaining

One (1) of these copies shall be placed in the teacher's personnel file and the second copy shall be returned to the teacher. Copies of the signed contract shall be returned to the District office within fifteen (15) days of receipt (presumed to occur within three days of mailing) by the employee, following which the District may consider the employment offer of renewal null and void, except where demonstrable unusual exigencies make timely return impossible.

8.3 Release From Contract

If bargaining between the District and the Association has not been completed, said contracts may be issued based upon the previous year's salary schedule, with increments, if applicable, added, and accompanied by the RIDER attached hereto and cited as Appendix D. Upon mutual agreement, contracts may not be issued until the conclusion of bargaining.

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:

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

A release from contract for the ensuing school year shall be granted provided a letter of resignation is submitted prior to June 15, or at the discretion of the District. A release from contract for the ensuing school year shall be granted after June 15 provided that in the judgment of the District a satisfactory replacement can be obtained.

A release from contract shall be granted upon the teacher's, or proxy's, written request in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

8.4 Extension of Contract

Any extension of contract beyond 180 days and/or 7.75 hours per day by the District shall be computed at the basic daily contracted rate of the employee involved.

Section 9 Supplemental Contract

No teacher shall be required to perform extra-curricular duties outside the Basic Work Day. Such duties shall be assigned on a voluntary basis, on a supplemental contract. Said contract shall be for not more than one (1) year and shall be in accordance with current statutory provisions.

9.1 Written Notice

If the Supplemental Contract is not to be renewed for the ensuing year, the employee shall receive written notice prior to May 15.

9.2 Resignation

An employee can resign from such an assignment upon giving at least four (4) months' notice prior to commencement of the ensuing school year.

Section 10 Assignment, Vacancies, Promotion, Transfer & New Positions

General Provisions: Employees will be assigned in accordance with the regulations of the state Board of Education, to subjects, grades, and/or other classes within their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Notification of tentative assignment will ordinarily be made in writing by May 30. Except where mitigating circumstances do not make it possible, final assignments shall be available to employees 30 calendar days before commencement of the assignment, but in any event shall be made available as soon as finally determined by the District.

10.1 Voluntary Transfers

Statement of Intent:

The parties to this contract agree that small districts like Lopez have unique advantages and problems caused by size. It is recognized that it is often possible for an employee to perform efficiently for many years in the same position. However, from time to time the employee and the employer may benefit if an employee is able to change job assignments. A current employee may be the possible person for an open position even though his experience and training are not as specialized as those of outside candidates and may not by such criteria seem to the "best" candidate for the position.

It is the intent of the parties that the following procedure will result in hiring the best person for the position by promoting the desire of those current employees who wish to work in a position different from the one they presently hold or for which they have been specifically trained.

Procedure:

When vacancies exist with the employer, teachers shall be given every consideration in filling vacancies or newly created positions utilizing the following procedures:

All teaching and administrative vacancies, new positions and procedures for applying, shall be publicized to the staff and Association as far in advance of the date of the opening of any vacancy as possible. In no event will said vacancy be filled unless ten (10) days advance notice of the vacancy as described herein, has been made. During vacation periods, those employees who have expressed special interest to the District Personnel Administrator in writing will be notified of all vacancies.

A general transfer request may be submitted in writing to the Superintendent for vacancies which may become available. This transfer application request shall expire August 31, unless renewed in writing.

Employees, who have submitted a transfer request, as provided herein, shall be given first consideration for any vacancy or new position in the area for which the transfer was submitted. The District will not hire for said position from outside the District until it has been determined

that; 1) no transfer request for the position in question has been appropriately submitted by a current employee, or; 2) those who have applied are not acceptable. Anyone denied a transfer request will be notified in writing of the reasons for said denial.

All transfer and/or employment recommendations shall be made by the Superintendent on the basis of being the "best applicant" for the position. In cases where more than one employee is deemed equally qualified for a vacant position, the person with the most seniority in the District shall be granted the position. If two or more employees requesting transfer have equal seniority, the employee with the most college credit past the B.A./B.S. will be granted the position. Highly Qualified Teacher status will be considered in transfers and tie breakers.

10.2 Involuntary Transfer

In the event the District determines that a need exists to fill a position from the existing staff, the following procedure shall apply:

Meet with affected teachers and discuss possible options.

Seek volunteers from the existing staff among those who are clearly qualified and, if no volunteer is found, among the remainder of the staff.

If No District-acceptable options surface after meeting with affected teachers and discussing options, and no qualified volunteers step forward from among the rest of the staff, the District may involuntarily transfer a unit member into a position.

For the initial two (2) year period in such an assignment, the teacher involuntarily transferred out of his/her previous assignment or area of major/minor academic preparation will be evaluated as would any other unit member except that Criteria #4, Providing clear and intentional focus on subject matter content and curriculum, will not be used as the only basis to place him/her on probation or to non-renew his/her contract. In no case shall a teacher be subject to non-renewal or probation based on evaluation of his/her teaching effectiveness in an out-of-endorsement assignment(s).

The person transferred will be encouraged to acquire the necessary professional preparation.

The District will make available curriculum, reference material and supplies to enable the transferred employee to properly prepare for the assignment.

Any tuition and other expenses experienced by the employee in pursuit of Professional Preparation will be paid by the District so long as there was prior mutual agreement in writing concerning the preparation.

If the transfer occurs during the school year the employee will be provided with up to three release days in which to prepare. If the transfer occurs after August 15, but before the opening of school, the employee will be provided with three extra days at the contractual rate of pay.

ARTICLE V -LEAVES

Section 1 Sick Leave

At the beginning of each school year, each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, disability, injury or emergency. Each teacher's portion of unused sick leave allowance shall accumulate from year to year to the maximum allowed by law. At District discretion, an employee may be required to provide a doctor's or acceptable medical professional's authorization to return to duty, including any restrictions relative to that return to work.

1.1 Accounting

The District will provide each teacher previously employed an accounting of their accumulated sick leave at the end of the school year. The District will provide each newly employed teacher an accounting of their sick leave at the beginning of each school year.

1.2 Exhausted Sick Leave

A Teacher who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave under this Article, Section 9.

1.3 Pattern of Absences

The District may in the event of a pattern of regular, excessive, or unusual absences, require a physician's proof of disability causing the absence and clearance to return to work.

Section 2 Family Illness

Teachers shall, upon request, be granted sick leave when such absence is occasioned by serious illness of a member of the family unit. The term family unit shall mean parent or parent substitute, spouse, child, sibling, mother-in-law or father-in-law or other person regularly living with the employee.

Section 3 Emergency Leave

This leave is defined as leave to take care of problems which are suddenly precipitated or are of such a nature that preplanning cannot relieve the necessity of the absence. The problem must be of major importance and not a mere convenience. All emergency leave shall be deducted from sick leave so long as the employee has sick leave available. The reason for the leave shall be stated in sufficient terms that applicability can be determined. When possible, advance written notice shall be given.

Section 4 Personal Leave

At the beginning of each school year, each teacher shall be credited with an advanced personal leave allowance of three (3) days with full pay to be used for personal leave. Personal leave may be taken without a reason or explanation being required. A written notification will be presented to the administration at least two days in advance so that a substitute may be obtained. The District will provide each certificated employee an accounting of their accumulated

personal leave on the monthly pay warrant. Personal Leave will be granted on a first come, first served basis, when a qualified substitute is available to cover the absence of the employee.

Personal leave is not designed to lengthen an extended vacation, and may not be taken the first or last day of the student school year.

The District may limit, in extenuating circumstances, the number of staff who may take personal leave at any one time.

The exception to this rule is as follows:

The principal/superintendent, upon written application given by the first school day in October, may allow as many as two teachers per year to take one personal day in connection with any of the four major extended breaks. Slots not allocated following the October deadline will be available until requested and allocated, as approved by the principal/superintendent. A teacher may be granted use of this offer only once in any consecutive three- year period, unless otherwise agreed to by the principal/superintendent. This is the only time a reason must be given for personal leave. The principal/ superintendent reserves the right to deny any request that might be grossly detrimental to the district and/or program.

Up to two (2) days of personal leave can be carried over each year to a maximum of five (5) total banked days. By June 30th of each school year, the employee may submit in writing to the Payroll department their request to cash out up to two (2) unused personal leave days. Unused personal leave will be compensated for each day at the daily (casual) substitute rate on the July warrant. Any days beyond the maximum five banked days will be cashed out and paid on the July warrant. Employees covered by the TRS Plan I shall document seven and three-quarters (7.75) hours of additional service for each day cashed out.

Section 5 Bereavement Leave

Teachers shall upon request be granted leave for a death in the family unit as defined, in Article V, Section 2, the extended family (defined as grandparents, grandchildren, son or daughter-in-law), or friend. Leave for a death in the family unit shall be up to five (5) days, and for extended family and friend, one day. Additional travel days shall be granted when travel more than 200 miles is required. The specific amount of days will be mutually agreed to by the Superintendent/designee and the affected employee. Substitute pay shall be deducted from the employee's salary for bereavement leave taken on the occasion of the death of a friend and additional travel days.

Section 6 Public Service Leave

Upon request of any employee, leave for public service shall be granted, during which time the employee will receive the basic rate of pay, less any amounts received for such service. Deductions from sick or emergency leave shall not be made for such leave taken. Public service is defined as:

1. Jury Duty.
2. Appearance in court under subpoena as a witness in an action to which neither the employee nor the Association is a party, unless subpoenaed by the Board.
3. Military training duty to maintain reserve status, not to exceed two weeks per year, and only if reserve training cannot be scheduled during the employee's non-contracted days. No deduction from pay shall be made for such leave unless authorized by state law.

Section 7 Association Leave

Up to fifteen (15) days leave shall be available each school year, to be shared collectively by the Association, for matters stemming from or related to local bargaining conferences and negotiations with the employer, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance arbitration hearings, representation of the Association at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms and conditions of employment of educational employees. The Association shall reimburse the District for the cost of a substitute replacement, if said replacement is actually employed, for each day or portion of a day utilized.

7.1 Notification

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

Section 8 Extended Uncompensated Leave

Extended leave without pay, but with job security, shall be limited to the following:

1. Professional Leave -Upon Board approval a leave will be granted for employees who have completed five (5) years with the District to enable the employee to study or travel. No more than two teachers will be granted a professional leave during any one-year.
2. Exchange Teaching (Domestic or Foreign) -Upon Board approval, leave shall be granted for exchange teaching and teaching in overseas dependents schools.
3. Child Care Leave --An employee wishing to take an extended leave to care for his or her ill child under the age of 18; or his or her newborn or adopted child may request a leave of absence for a period not to exceed one year.
4. Upon Board approval a one-year leave may be granted to a teacher, with five (5) or more years of experience in the District, to teach one year in another district, work one year in a professionally-related field, or work in Association business.
5. Upon return from leave the teacher will be placed in the position last held in the District, or a comparable position.
6. Upon Board approval, such leave may be renewed for up to one additional calendar year.
7. Employees hired to replace such employees while on extended leave shall be hired pursuant to state law.

8. Professional leave shall be discretionary with the Board at any time after over \$10,000 of District funds has been claimed for Unemployment compensation by employees who have been replaced by employees returning from leave. If a teacher is denied leave due to unemployment compensation claims under this Section, that employee may be granted leave the following year and will have priority over all other leave applications.
9. Notification must be provided to the District by March 15, of the intent of the employee to return, or not to return, for the coming year.

Section 9

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

Section 10 Sick Leave Sharing

The parties agree to set up a sick leave bank consistent with state law. The total number of days in the bank will come from employee donation. The bank may be drawn upon by unit members who are suffering from or have a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his employment.

Unit members will be allowed to donate sick leave to non-unit employees of the school district.

Section 11 Immunizations

The District may request proof of immunizations from its employees upon order of the Department of Public Health. Once immunization records have been provided to the District, such records shall be maintained.

The District will assist staff by:

1. Providing opportunity for staff to obtain immunizations that are required by the Public Health Department or any other agency at no cost to the employee, and
2. Maintaining a database containing immunization records/immunization proof.

Any employee who must be excluded from his/her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District documentation concerning his/her immunization history claiming either an objection to, or medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided said employee exercises one of the following options:

1. The employee of his/her own volition decides to utilize his/her accumulated sick leave.
2. The employee engages in alternative educational work activities as identified by the District during the period the employee would have otherwise been performing his/her regular work functions.

3. The employee engages in alternative educational work activities as identified by the District at some time acceptable to the District and the employee other than during the period the employee would have otherwise been performing his/her regular work functions.
4. Some combination of 1) and 2) above, or 1) and 3) above that is acceptable to the employee and the District.

Section 12 Job Sharing/Partial Leave

For the purpose of this agreement, job sharing/partial leave shall mean the occupation of a single staff position (1.0 F.T.E.) by two (2) individuals.

Application Procedures:

Two (2) current staff members who wish to be considered for job share must make application as a team, in writing, to the building principal. Principals and interested teachers shall work together to determine what will provide the greatest instructional benefit to students. A person wishing to job share who does not have a suitable partner within the district may request that the District hire from outside to fill the vacant portion of the proposed job share.

Financial and Contractual Arrangements:

1. Job sharing participants will receive benefits and planning time in the same ratio as their part-time service bears to full-time service (i.e. their individual FTE).
2. Both job sharing participants are expected to participate in parent conferences and attend the first and last day of school. Additionally, at least one job share participant shall be present for scheduled building or District meetings, except in case of emergency.
3. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. Leaves for the purpose of job share are granted for one (1) year at a time. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position(s).
4. 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:
 - a. First, offer full-time employment to the remaining job sharing person;
 - b. Second, seek a compatible replacement, with the remaining partner working full-time until a replacement is hired;
 - c. 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.
 - d. Fourth, at the discretion of the District, if the first three steps do not yield a satisfactory replacement, the remaining partner will be required to work full-time until such time as a replacement is hired, or the end of the school year.

Timeline:

Job sharing applications must be received by the building principal by April 1 for the following

year. Partial leave/job share are for one year only. A teacher or team may may reapply for ensuing years under the guidelines applicable to the first year.

The number of job sharing positions will be limited to two (2) per year, but additional job share positions may be approved at the discretion of the district.

Job Sharing Application Guidelines:

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. Agreement on an acceptable division of teaching assignment and how the proposed job share is to be divided, in terms of school year calendar. The principal and the teachers will work together to determine divisions that provide the greatest instructional benefit to students.
2. When and how the job sharing partners are going to provide for joint planning.
3. Division of teaching tasks, including subject matter.
4. Classroom expectations and management strategies.
5. Coverage of the following:
 - a. Meetings
 - b. Parent Conferences
 - c. Report cards/ assessment
 - d. Staff development/in-service
 - e. Open house
 - f. Substituting/exchange of days
 - g. MDT conferences
 - h. Intensives
6. A communication system:
 - a. Between jobs share partners
 - b. With principal(s)
 - c. With parents
 - d. With colleagues
 - e. With students
7. Both parties in a job share will be responsible for full knowledge of and appropriate compliance with school directives, announcement, decisions, etc.

ARTICLE VI -SALARIES, STIPENDS AND BENEFITS

Section 1 Curriculum and Professional Work Rate

The rate of \$35.00 per hour will be used for all additional contracted curriculum and professional work scheduled during the school year and summer break.

Section 2 Teachers' Salary Schedule

- A. Employees will be placed on the Salary Schedule (Appendix A) consistent with the rules and regulations for placement on the LEAP schedule as promulgated by the Office of the Superintendent of Public Instruction and contained in the S-275 Placement Criteria Document for 2017-18, except as may be otherwise described in this section.
- B. The calculation of years of service for occupational therapists, physical therapists, speech-language therapists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language therapists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period.
- C. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within an educational setting. For the purpose of computing a year of experience, a full year will be deemed to be 1,440 or more hours within a twelve-month period. If an employee teaches out of their CTE certified area, this section will not apply to any class(es) in non-CTE subjects.
- D. The daily per diem rate of pay shall be calculated by dividing an employee's base pay by the number of days in the basic work year. The hourly per diem rate equals the daily rate divided by seven and three-quarters (7.75).

2.1 Education Credits

Education credits will be granted consistent with the rules and regulations of OSPI for salary advancement purposes.

2.2 Reporting Credits

Credit for education experience must be filed with the District's Business Office no later than November 1 of the year such placement is requested. If credits have been completed and the record is not yet available the employee may, by November 1, file a written affirmation that sufficient credits have been completed to move a column on the schedule and the District will grant the credit. It is the responsibility of the individual employee to inform the institution of the requirements of this provision. The District will provide notice of available accredited college courses throughout the year to be held in this District or in surrounding Districts.

2.3 Clock Hours

Properly documented clock hours will be recognized for the District salary schedule. The District and the Association shall work together to arrange clock hours for staff development whenever possible. Upon approval by ESD 189 as a clock hour provider, the District will make every effort to provide no fewer than ten (10) clock hours to bargaining unit members each year. Such clock hours shall be eligible for movement on the salary schedule. If no costs are incurred by the District, clock hours will be provided free of charge to employees.

2.4 Experience Credits

Credit shall be given for experience. In computing credit for experience, credit will be given for the whole year provided that the teacher was employed for more than half the school year. Part-time employees will receive experience credits at the same rate as their employment is to a full-time equivalency. A half time (.5 FTE) employee will receive a half-year credit toward experience per year.

2.5 Out of State Credits

Teachers hired from out of state shall be given the same credits consideration, for purposes of placement on the salary schedule as those hired within state or currently working for the District. Out of state experience must be documented by official correspondence from the employing district(s) or a State retirement system. Verification is the employee's responsibility.

2.6 Full Year

Classification on the salary schedule for education and experience shall be for the full year.

2.7 Annual Notice

The District shall provide to each certificated employee an individual report reflecting years of service and all credits and clock hours on file with the District during the 2018-19 school year. Starting in the 2019-20 school year, such reports shall be provided upon request within five (5) working days.

2.8 Acting Administrator

The District shall make every attempt to secure a substitute administrator, but if no substitute can be secured a teacher will be appointed by the District to act as Administrator in the absence of both building administrators, and will be paid at the rate of \$150 per day prorated to the length of time said teacher is actually performing administrative duties.

Section 3 Payment Provisions

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

3.1 Mistakes in Payment

In the event of a mistake in payment resulting in underpayment, corrections shall be made by the next pay period. In cases of hardship, every effort shall be made to compensate the employee immediately. An overpayment of salary may be deducted from the following month's payroll prorated equally over the same number of pay periods that the overpayment occurred. In the event that overpayment is made on the final pay period of an employee leaving the District, the employee agrees to immediately repay such overpayment to the District.

Section 4 Activity Payment Schedule

See Appendix A-1

Section 5 Substitutes

5.1 Long Term Substitute Salaries

After twenty consecutive days in the same assignment or after thirty intermittent days of employment as a substitute on day twenty-one or day thirty-one the now long-term substitute shall be placed at the BA+0 step on the teacher salary schedule. (Appendix A). If any employee is in a continuing long-term substitute position that extends into the next year, the salary placement will continue throughout the position only.

5.2 Leave Replacement

Leave replacement teachers shall be placed on the teacher salary schedule (Appendix A) in accordance with Section 2 of this Article.

Section 6 Teachers Travel

Teachers utilizing their private automobiles to travel on school business shall be compensated at the State rate per mile. All teachers who, by nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the State rate per mile.

Section 7 Insurance Benefits

The district shall provide funds equal to the amount per month actually funded by the state toward premiums for each employee. The district will pay 100% of the Retiree Subsidy (HCA) for all employees and shall not use any portion of the pool for the payment of the subsidy.

7.1 FTE Base

Employees less than 1.0 FTE will receive a prorated share of the maximum contribution based upon their percentage of FTE.

7.2 Medical Plans

The monthly premium may be used to provide the programs available through the District.

7.3 Insurance Pooling

The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the Bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by the Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed on a fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage.

7.4 Unused Monies

Any unused fringe benefit monies will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for approved plans.

Section 8 Sick Leave Buy Back

As an incentive to encourage prudent use of sick leave days, each employee's portion of sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.

1. 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, exclusive of supplemental contracts, of the employee for each four (4) full days accrued sick leave for illness or injury.
2. Retirement shall be defined as when an employee is eligible to receive benefits under the Washington State Teachers' Retirement System (WSTRS). The employee must verify to the District Superintendent that retirement benefits will be forthcoming from theWSTRS within three (3) months.
3. In February of the year following any year in which a minimum of 60 days of sick leave is accrued, (February thereafter) any eligible staff member may exercise an option either:
 - a. To receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one day's compensation of the staff member for each four full days of accrued sick leave in excess of 60 days; all such leave for which the staff member receives compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation; or
 - b. To leave that year's sick leave in the staff member's accumulated sick leave account.

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 Calendar

There shall be no deviation from or change in the school calendar included in this Agreement without mutual consent of the Board and the Association. The make-up of school days lost from the regular calendar shall be negotiated to the satisfaction of both the Association and District.

1.1 Half Days

For the purpose of parent conferences, half days as deemed appropriate by the District, will be scheduled in both Fall and Spring. At a minimum the District will schedule five half days for elementary teachers, two half days for secondary school teachers. Additional half days, if any, must be approved in advance by the District.

1.2 Early Dismissals

There will be early dismissal the day before Thanksgiving, the day before Winter Recess, the day before Mid-Winter Break, and the day before Spring Break. Release time will be determined to reasonably accommodate the afternoon ferry schedule for that particular date.

1.3 Collaborative Half Day Meetings

Less than full time faculty members may attend these meetings for the full half day and will receive a full half day's prorated pay for each Collaborative Half Day meeting.

1.4 Faculty Meeting

Faculty meetings will be scheduled for those days during which most part time certificated faculty members are normally present, as based on their teaching schedule. Further, the parties agree that the specific date, time and location of these meetings will be reasonably publicized in advance. Finally, the parties agree that less than full time faculty members are obligated to attend the meetings if their assigned class schedule is contiguous with the scheduled meeting, but are under no obligation to attend the meetings if their schedule is not contiguous with the scheduled meeting.

1.5 Parent Conference Meetings

Less than full time faculty members must conference with parents if the part time faculty members' scheduled class time is pre-empted by conference time. If scheduled class time is not pre-empted by conference time, the part time faculty members will be requested but not required to have parent conferences on the scheduled conference day. If this is not possible, less than full time faculty members will be requested but not required to conduct parent conferences on the day before or the day after the district scheduled parent conference day. If this alternative is also not possible, less than full time faculty members will be required to conduct their conferences by telephone. Less than full time faculty members will receive a full day's prorated pay for each parent conference meeting day.

1.6 School Start Up and In-service Days

Employees are expected to attend one (1) additional work days beyond the base contract. Compensation for this supplemental days shall be time sheeted and paid in the next pay period. One day prior to the first day of school shall be scheduled for school start up and in-service activities at the discretion of the District. This day shall be scheduled on the calendar during calendar negotiations each year.

All leaves will apply per Article V – Leaves. Part-time employees shall be compensated at a full FTE for these supplemental days.

1.7 TRI Pay

The TRI percent (%) is now part of the base contract and salary schedule. The responsibilities attached to these days are now part of the regular contracted salary. Any future additional days compensated for responsibility at per diem will conform to the rules regarding enrichment activities.

Section 2 Working Conditions

The employees' basic workday shall not exceed 7 3/4 hours. The employees' basic workday shall include 30 minutes before and 30 minutes after the students' instructional day. The purpose of this time is for the benefit of pupils and patrons of the school.

Teachers shall have a 45-minute duty free lunch period except that the District and the Association may mutually agree to exceptions to this clause and those exceptions must be on a written list signed by both the District and the Association. Beginning in 2016-17, teachers shall have a 40-minute duty free lunch period.

Employees required to travel between buildings in the course of their employment shall be scheduled to provide sufficient time for such travel.

Employees shall not be required to supervise students during their assigned planning time except in case of emergency, in which event the employee will be compensated at a pro-rated per diem rate of pay for the amount of missed planning time. Employees shall not be expected regularly to supervise students after the Basic Work day.

Each employee shall have at least fifty (50) continuous minutes per day or two hundred fifty (250) minutes per week designated as planning time. Beginning in 201617, each employee shall have at least fifty (50) continuous minutes per day designated as planning time. Planning time shall be used for classroom preparation, parent contact, grading or any other activity related to the educational process as determined by the employee.

In addition to the daily planning time provided above, one early student dismissal period per week shall be provided for collaboration time.

Employees are expected to remain on the school premises during the work day. Employees who need to leave campus during their planning time will notify the school office. This provision does not apply to the duty free lunch period, nor when an emergency situation prevents compliance.

Section 2.1 Remote and Necessary School

The parties recognize that the nature of the remote and necessary K-8 School on Decatur Island provides an essential educational experience for students, but also creates unique demands on the teacher that conflict with some of the provisions established in Article VII, Section 2 concerning working conditions. To accommodate stipend of \$6500. The Decatur Island teacher position will be excluded from the following provisions of this section:

1. Teachers shall have a 40-minute duty-free lunch
2. Teachers shall not be required to supervise students during their assigned planning time except in case of emergency, in which case the employee will be compensated at a pro-rated diem rate of pay for the amount of missed planning time
3. Each employee shall have at least fifty (50) continuous minutes per day designated as planning time

Section 2.2 Work Year

The length of regular employee contract shall be one hundred eighty (180) student contact days, plus one (1) Learning Improvement Days (LID). Should the Legislature decide to increase or reduce the number of Learning Improvement Days the length of the contract for all certificated employees will be adjusted to incorporate the applicable number of Learning Improvement

Days as funded by the state. At least one LID day shall be scheduled prior to the start of the school year, with one half of that day available for use by educators for purposes of preparation for the school year.

Section 3 Class Load

The District shall make every effort to equalize class loads for the same courses or grade levels. Class lists will be provided to teachers at least one week prior to the beginning of the class. Students who are or have previously been identified, as Special Education or ESL students will be so designated on the list. After the school year begins, teachers will be notified at least 24 hours before any new students are enrolled. Elementary school teachers and administration will collaborate to determine teacher assistant assignments based on numbers, makeup and other factors. Standard class load maximums are:

K-1, 24 pupils

2-6, 30 pupils

Split elementary, 28 pupils

7-12, various, with standard daily maximum of 150 pupils (except for traditional large class courses such as band, choir and P.E.).

Each student in the following categories shall be counted as specified for the purpose of determining class load.

Category Weighting

Learning Disabled	2.0
Health Impaired	2.0
Intellectually Disabled	2.0
Behavior/Emotionally Disabled	2.0
Communication Disorder	2.0
Sensory Handicapped	2.0
Motor/Orthopedically Handicapped	3.0
Multiple Handicapped	3.0

If class load exceeds the maximum, one hour of aide time per day shall be supplied for each four pupils over the limit.

Section 4 Classroom Visitation

To provide community members of the District the opportunity to visit classrooms with the least interruption to the teaching process:

All visitors to a classroom shall obtain approval of the Superintendent or his designee and the time of such visit shall be arranged after the Superintendent or his designee has conferred with the teacher.

The teacher shall be afforded the opportunity to confer with the classroom visitor before the visitation.

Section 5 Employee Facilities

The District will provide the following facilities for the employees, within one of the two school buildings:

1. A furnished faculty lounge and work area which may also be used as a teachers' dining area.
2. A desk, chair and filing or storage cabinet appropriate to the classroom.
3. Well-lighted and clean restrooms separate from student restrooms.
4. Keys to their classrooms, faculty lounge, work area, and the outside door of their assigned building, which keys shall at the request of the District be returned at the end of the teaching year in June. Employees shall be responsible to keep doors locked, where appropriate, and for the security of keys issued to them.

Section 6 Safe Working Conditions

Teachers shall not be required to work under unreasonably unsafe or hazardous conditions or to perform tasks, which unreasonably endanger their health, safety or well-being.

Section 7 Individual Staff Development Stipend

The District will provide \$500 per year per employee for approved professional development requests. Such requests will be submitted to the Building Principal. The \$500 per year amount is inclusive of all costs associated with the training. Funds not used will carry forward to the following year to accrue a maximum of \$1000. Written requests for exceptions may be approved by the administration. In-service training shall not necessarily be limited to the regular school year.

Section 8 Auxiliary Personnel

Auxiliary personnel employed to assist teachers shall perform services directed by the Board under the supervision of teachers involved that shall not thereby be relieved of their teaching responsibilities. Teachers shall be notified with respect to any job responsibilities they may have relative to supervision of any non-certificated personnel, and provided with any policies, rules, and regulations of District practices thereto.

Section 9 After School Supervision

Teachers will not be expected to supervise students after the basic workday unless contractually authorized to do so under supplemental contract, but shall be responsible only to report the

presence of unsupervised students to the office or authorities so as to prevent damage to persons or property occurring in the employee's presence.

Section 10 Private Car Use and Meal Reimbursement

Certificated employees shall not be expected to use their own cars for school business without compensation. They may do so voluntarily only with the advance approval of the proper school administrator or his designee.

The cost of meals associated with approved travel shall be reimbursed consistent with Board Policy, but no less than as follows:

Breakfast - \$11

Lunch - \$12

Dinner - \$23

Section 11 Layoff and Recall

If the size of the certificated staff is reduced, and as a consequence it is necessary, after attrition, to non-renew any contracts, the following procedures shall be followed:

Education Program or Service: In the establishment of the education program to be implemented with a reduced force, within time limits available, the Association shall have the right to present to the Board for its consideration the Association position on the program needs.

Category: Employees will be grouped district wide in categories as follows:

Elementary K-5

Secondary 6-12

Special Education

Music Specialist

Physical Education Specialist

Art Specialist

Drama Specialist

Counselor

Placement in Category:

1. The placement within a category or categories, listed in 2 above, for an employee will be contingent on the employee meeting the following criteria:
 - a. All employees must possess a valid Washington State certificate as required for the position under consideration.
 - b. Must have spent teaching time in the particular level, subject area and special program for which he is being considered, or

- c. Must have the equivalent of a college defined major or minor in the particular field in which the majority of her teacher time will be devoted for a secondary level category. The requirement of college preparation shall be waived for any employee in a secondary level category if she has taught in the particular field for a majority of her teaching time during any one of the previous ten school years.
2. In no case shall a teacher be deemed unqualified for any category on guidelines more stringent than those which have been used by the District for hiring certificated personnel for positions in the past five years.

Ranking:

1. In a given category, the employee with the least length of service as a full-time certificated employee in the District shall be selected for non-renewal. Part-time experience will be computed to a full-time equivalency.
2. When employees have equal length of service, the employee who has achieved the least horizontal advancement on the District salary schedule shall be selected for non-renewal. If a tie still exists, the individual with the least quarter hours beyond the B.A. as recorded in the District office as of April 1st of the current year, will be selected for non-renewal. If a tie still exists, the Affirmative Action Policy shall be used to select the person retained. If a tie still exists, the selection shall be by lot.

Layoff and Rehiring:

1. Prior to May 1 the Superintendent shall make an initial determination of probable cause and tentatively identify the names of any certificated employees to be laid off under the District's reduced program and services, and provide a list of names of these certificated employees whose contracts will tentatively be non-renewed for the ensuing school year within each category on the basis of seniority as described in Subsection 5 hereof, which shall be furnished to the Association and any affected certificated employees. Any such certificated employee on the list may, in writing, within five (5) working days of receipt of the list, file with the Superintendent his objection to the ranking order in his particular category or specially, and may request consideration or modification of the same provided such individual includes in this written request a full statement as to the facts in support of his contention that the list be modified. If the Superintendent rejects the individual's request for modification of the list, he shall so notify such individual and the recognized certificated employee's organization within five (5) working days thereafter. Any further appeal of placement shall be pursuant to the grievance procedure in the Agreement.
2. On or before May 15th immediately preceding the school year in which reduction in force will take effect, the employees to be laid off, if any, shall be identified by the Superintendent and their names submitted to the Board for approval and action as required by law to carry into effect such lay off.
3. The Board shall review the recommendation of the Superintendent and take such action as may be necessary and notice shall be given to employees as required by law.

4. All employees whose contracts are not renewed will be placed in a district employment pool. After the initial staffing for the year in which reduction in certificated staff size is to occur, all vacancies will be filled from the employment pool using the same criteria specified above. The term “vacancy” shall be liberally construed and shall include all positions not filled in the initial staffing that may become available for any reasons.

All employees will be retained in the District employment pool until December 15th of the following calendar year. No vacancy at the start of a school year shall be filled with a substitute other than a qualified teacher from the RIF pool. Final action to terminate any contract shall be in accordance with current state statutes.

5. If, following the implementation of the entire procedure, the District determines that sufficient funds are to be made available to reinstate employees non-renewed as a result of the District’s actions required within time limits prescribed by statute, said employees shall be reinstated by reverse application of Subsection #4 herein, prior to the beginning of the ensuing school year.
6. Upon any determination that the layoff of certificated employees will be necessary, certificated employees not laid off shall be invited to apply for one year leaves of absence without pay. The Superintendent shall recommend favorable action by the Board for any such applicant whose position can be adequately filled from within the District if the granting of such leave should make it possible to grant a contract to an employee from the employment pool, referred to in Paragraph D. A certificated employee accepting a contract will not lose his rights in the employment pool. Any employee entitled to reemployment following the expiration of his one-year leave of absence shall continue to be subject to the provisions of state law and the provisions of this Article in the same manner as if actually employed by the District during the leave period. Any employee accepting a contract who is reemployed the succeeding school year from the employment pool shall be subject to the provisions of state law. Employees taking a one-year leave of absence shall be responsible for providing the District with their mailing addresses and any changes thereof during their leave period. The employee on leave will be required to notify the District office by letter of his or her desire to return to a teaching position for the next ensuing year by March 1 of the year in which the leave will expire.

Section 12 Attendance at Meetings

- A. Employees authorized by the Board or its designee to represent the District at professional conferences, meetings, symposiums, seminars, and observations at other school shall not suffer loss of wages. Necessary expenses shall be paid by the District or agencies cooperating with the District in such programs.
- B. Employees requesting such authorization shall present a completed meeting application form to the Superintendent at least ten working days before the schedule trip. Within 5 working days, the Superintendent shall process the request and inform the employee whether the authorization is granted.
- C. The issue of responsibilities for meetings for less than full time faculty members is addressed in VII.1.4.

Section 13 Parent Conferences

All certificated staff shall conduct parent conferences on the days/nights scheduled on the school calendar. Nothing shall prohibit a certificated staff member from conducting parent conferences on additional occasions. In exchange for the additional time require to conduct evening conferences, teachers will be allowed to leave early on one of the calendared conference days for each conference period in the school year.

Section 14 Web Page

Teachers will develop and maintain a web page particular to their teaching assignment(s) and linked to the District website. The District will provide training and a template as requested by the teacher.

Section 15 Extended Field and International Trips

Teachers who are accompanying students on school sponsored overnight trips shall receive a stipend of \$25 per school night and \$100 per non-normal work day for any time actually supervising students.

ARTICLE VIII – EVALUATION

Section 1 Introduction

The evaluation process shall encourage and recognize efforts towards professional growth and performance by creating an atmosphere that encourages personal reflection, risk taking, goal setting, data collection and effective assessment, and that takes advantage of an atmosphere of trust and respect. The process recognizes certificated staff as dedicated professionals sharing the responsibility to provide the best education possible to students by keeping abreast of current learning information, achieving the goals established in the School Strategic Plan, and striving towards the intent defined in the District's Mission Statement, Statement of Beliefs, and District Vision Statement.

It shall be the goal of the process to assist each teacher, by utilizing the most effective option, toward a positive growth experience for the certificated staff that will benefit students.

During the school year 2013-2014 a joint committee will meet and collaboratively determine procedures, documents, and other applicable elements of the new Washington State TPEP certificated evaluation procedures with the goal of revising existing CBA language and recommending procedures for implementation beginning in the 2013-2014 school year.

Section 2 Structure of the Evaluation System

- A. It is preferred that the first formal observation for evaluation of all teachers shall be completed prior to January 20th of each year. In the case of teachers placed on probationary status, the probationary evaluation process shall be completed on or before May 1st. All new teachers shall be observed at least once for a period of at least thirty (30) minutes, consistent with the procedures and criteria set forth herein, within the first ninety (90) days from the beginning of employment.

- B. Prior to initiating the evaluation process, the evaluator may prepare himself/ herself by review of records and information pertinent to the evaluation being initiated.
- C. Two processes are available for the evaluation of teachers—one is identified below; the other is described in Appendix K, Professional Growth Option (Trial Basis).
1. Each teacher shall be observed for purposes of evaluation in the performance of their assigned duties a minimum of two (2) times per year, for a total annual observation time of at least sixty (60) minutes.
 2. Each such observation shall be conducted for a period of not less than twenty (20) continuous minutes at such time as it is mutually acceptable to the evaluator and the evaluatee, if they can agree, and if not, as established by the evaluator. Teachers shall be evaluated on overall performance in various working assignments to the extent reasonably possible.
 3. Prior to the first scheduled formal observation a pre-observation conference between the evaluator and the evaluatee will be conducted not more than five (5) working days prior to such observation and prior to each subsequent scheduled formal observation unless waived by mutual consent.
 4. Post-observation conferences shall be conducted between the evaluator and the evaluatee not more than five (5) working days following the first scheduled formal observation and five (5) working days following each subsequent scheduled formal observation, unless waived by mutual consent.
 5. An Evaluation of Performance Process (Appendix C-1) shall be completed by the evaluator and a copy provided the employee within three (3) working days following the preparation of such form.
 6. Evaluation of Performance Process (Appendix C-1) shall be used for either the regular or the short process and will be marked accordingly.
 7. The evaluatee shall sign each Evaluation of Performance Process, only to indicate his awareness of the comments and summary statement recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statement, and the evaluatee shall have the right to affix to the Evaluation of Performance Process any comments, observation or consideration he/she believes to be pertinent to said evaluation report.
 8. If any of the following conditions are absent, any evaluation report shall duly note the specific condition(s) lacking in that teacher's instruction setting:
 - a. Reasonable class size;
 - b. Sufficient availability of supplies and equipment for the instructional program;
 - c. Adequate physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught;
 - d. Preparation time for the teacher in accordance with this Agreement;

- e. The existence of a District course and curriculum guideline for the particular subject/grade level involved;
 - f. Assignment of teachers in area of preparation.
9. The evaluator may make informal observations without advance notice at his discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed. A record of such observation shall be made, and a copy thereof given to the employee within ten (10) working days of such observation.

Section 3 Evaluation Options

A. Summative Evaluation System

1. The Summative Evaluation System will comply with Chapter 392-191, 392-192, 28A.405.100 and 28A.405.150 WAC's, School Personnel-Evaluation of the Professional Performance Capabilities and Professional Development Programs.
2. The Summative Evaluation system is required for certificated employees for their first three years of employment.
3. All certificated employees of the bargaining unit will be evaluated on the Summative Evaluation System at least once every four years.
4. The Summative Evaluation system will include goal setting and establishing plans for professional growth.
5. The Summative Evaluation System may be requested by a certificated staff member at any time, and an administrator may establish the System after sharing cause with the affected staff member.

B. Professional Growth Option

1. The Professional Growth Option will comply with Chapter 392-192 WAC, School Personnel: Professional Development Programs.
2. The Professional Growth Option shall be available to certificated staff who have completed three years of satisfactory summative evaluations.
3. The PGO includes risk taking, goal setting, data collection, effective assessment and personal reflection.
4. A PGO Verification Form shall be filed with the administrator by May for the current year. The Employee Planning Worksheet will be filed with the administrator by June for the following school year.
5. Peer involvement, colleagues from other districts, and data collection, including that from students and parents, are all encouraged. All data collected will be the property of the employee with only that attached to the Verification Form by the teacher, becoming a part of the Personnel File.

Section 4 Evaluation - Short Process

After an employee has four (4) years of satisfactory evaluations under the current regular evaluation process an administrator will use a short process of evaluation as allowed by state law.

The regular evaluation process shall be followed at least once every three (3) years. An unsatisfactory evaluation under the short process automatically returns the evaluation to the regular process.

- A. The short process of evaluation shall be one 30-minute observation during the school year utilizing the Short Process Form.
- B. The following procedural requirements of the regular evaluation process shall apply:
 1. Designation of the evaluator.
 2. Time limit on the delivery of an observation form.
 3. Meeting with individuals or groups of employees to review the evaluation system
 4. Prearrangement of observations.
- C. The short process evaluation shall not be used as a basis for placing an employee on probation nor as probable cause of the nonrenewal of an employee's contract.

Section 5 Structures of the Evaluation System

The following procedures shall be followed to implement the evaluation criteria as set.

A. Procedures of Evaluation:

1. The District shall furnish to each teacher a copy of this procedure, prior to the beginning of evaluation.
2. Prior to the beginning of the evaluation process and as necessary thereafter the administration shall:
 - a. Meet with individuals or groups of teachers to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedures and purpose.
 - b. Designate the evaluator(s), if other than the principal, but no employee shall be approved as an evaluator.
3. At the pre-observation conference as defined in Article VIII, Section 2, herein, the parties shall:
 - a. Discuss the areas of criteria that will be observed by the evaluator.
 - b. Establish the dates for the formal observations. Such dates shall be recorded in the designated place on the Evaluation of Performance Form.
 - c. Discuss the course outline, objectives, tasks, resources, etc. from which the lesson to be observed is a part, as well as the specific lesson plan,

objectives, tasks, resources, etc. to be utilized during that particular observation.

4. An evaluation observation conducted by the evaluator shall:
 - a. Be not less than twenty (20) continuous minutes in length;
 - b. Not interfere unreasonably with the normal teaching/learning process of the class, but merely being present in the room shall not be deemed to be such unreasonable interference.
5. If the employee disagrees with or questions any results of the formal evaluation procedure or disagrees with any statement contained in any Evaluation of Performance Process, that teacher may, within ten (10) working days after the delivery of the formal evaluation form to the teacher, write a detailed statement concerning the point(s) of disagreement with such evaluation that shall be placed in her personnel file.
6. For those employees for whom follow-up observations are to be conducted in accordance with Article VIII, Section 4, number 6.c.i-v, the following procedures shall apply:
 - a. One (1) of the following recommendations shall be forwarded to the Superintendent of the District when necessary:
 - i. That the evaluatee is being observed further through application of the evaluation procedure, but that identified deficiency(s) do not constitute sufficient concern at the time of the recommendation for a recommended probationary status.
 - ii. That the evaluatee be placed on probationary status.
7. An evaluatee who may be or has been placed on probation shall have the reasonable opportunity to have present a representative of the Association at all preobservation and post-observation conferences if the evaluatee so desires, but the responsibility for arranging for the presence of such representatives rests with the employee.

B. Procedures of Probation:

If a teacher is recommended for probation by the evaluator, the following procedures shall be implemented:

1. The Superintendent of the District shall review the evaluation and decide whether to establish a probationary period for the employee.
2. In the event a unit member is evaluated and found to be unsatisfactory and may be placed on probation, the Association will be notified in a timely fashion.
3. If the Superintendent determines to establish a probationary period for the employee, the Superintendent shall:
 - a. Notify the teacher in writing of the specified stated deficiency(s) and shall set forth a list of specific recommendations for improvement.

- b. Establish that the period of probation begins on or before February 1, and ends no later than May 1, unless terminated sooner.
 - c. Clearly set forth specific objectives designed to assist the particular teacher to overcome the specific deficiency(s) and specifically set forth by name, those persons who shall be involved in assisting the teacher in overcoming the deficiency(s).
 - d. Set forth a direction that the evaluator involved shall provide in writing, definite and constructive suggestions to the teacher for the elimination of the probationary status.
4. The following process shall be utilized in the evaluation and formal observation of a probationary teacher:
- a. The probationary teacher shall be observed a minimum of twice (2) a month during the probationary period unless the evaluator recommends to the superintendent prior to the completion of at least four (4) observations, that the probationary period be terminated due to the remediation of the deficiency(s) as stated in the probationary notice. The probationary teacher has the right to be evaluated by an outside evaluator of his/her choice and/or seek the assistance of a consultant in his particular subject area or field. Any cost associated with this provision will not be the responsibility of the District.
 - b. A pre-observation conference shall be conducted between the probationary teacher and the evaluator not more than three (3) working, but not less than one (1) working day(s) prior to each scheduled observation at which time the parties shall:
 - i. Discuss the areas of criteria that will be observed by the evaluator.
 - ii. Establish by mutual consent the date for the formal observation, unless the parties cannot agree, in which event the evaluator shall establish the date.
 - iii. Discuss the course outline, objectives, tasks, resources, etc., from which the lesson to be observed is a part, as well as the specific lesson plan, objectives, tasks, resources, etc. to be utilized during that particular observation.
 - c. Each scheduled observation conducted by the evaluator shall be not less than thirty (30) continuous minutes in length, shall be structured so as to not interfere unreasonably with the normal teaching/learning processes of the class and shall be conducted with the full knowledge of the probationary teacher.

- d. Following each scheduled observation, a post-observation conference shall be held within not more than five (5) working days between the evaluator and the probationary teacher, at which time an Evaluation of Performance Form shall be completed by the evaluator and discussed with the probationary teacher. At this time, the parties shall discuss the progress being made with respect to the deficiency(s) specified in the notice of probationary status, along with recommendations for improvement and future remediation efforts.

Upon completion and discussion of each Evaluation of Performance Form and the composite, the evaluatee shall sign such form, only to indicate his awareness of the comments and summary statement recorded therein, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements, and the evaluatee shall have the right within ten (10) working days to affix to said Evaluation of Performance form any comments, observations or considerations he believes to be pertinent to said evaluation report.

- i. At any time during the probationary status period, the probationary teacher may request an evaluation observation be conducted by an associate with expertise in the probationary teacher's field and/or a representative of the Association. Said observations shall be conducted in accordance with the procedures as established herein. Copies of the Evaluation of Performance Form resultant for said observation (s) shall be submitted to the probationary teacher and the Superintendent, for inclusion in the teacher's personnel file, and with the usual evaluator of the probationary teacher, for utilization in the completion of the Composite Evaluation of Performance Form.
 - ii. Composite Evaluation of Performance Process, reflecting those Evaluation of Performance Forms completed in the observation process shall be completed by the evaluator and discussed with the probationary teacher prior to the end of the probationary period
5. Prior to May 1st, the evaluator shall submit a written report to the Superintendent who shall:
 - a. Between the end of the probationary period and prior to May 15th determine whether or not probable cause or causes exist to discharge or otherwise adversely affect the employee in his/her contract status.
 - b. Notify said teacher by notice given as required by statute of such determination.
 6. Each teacher who is, at any time, issued a written notice of probable cause or discharge or other adverse effect the employee in her contract status shall have ten

(10) working days following receipt of said notice to file notice of appeal pursuant to appropriate state law.

7. Records of probation shall be maintained in the teacher's file for a period not to exceed three (3) years following the satisfactory completion of probationary period and shall be destroyed with the exception of an annual evaluation report at the end of that time period. The teacher shall be notified in writing that the records of probation have been destroyed.

Section 6 Evaluation Grievance

Grievances relative to evaluation and/or probation shall be considered appropriate only as they relate to procedure questions, PROVIDED, if the employee is not placed on probation, or is removed there from, grievances alleging that the evaluator's judgment about the employee's performance were arbitrary and capricious may be considered under the grievance procedure. If a grievance is filed with respect to the propriety of any probationary action, the probation shall continue unless a determination is made through the grievance procedure terminating the probation prior to the completion of the probationary action. All efforts to expedite grievances regarding probationary status shall be made.

Section 7 Evaluation Criteria

A. Evaluation Criteria – Teachers

There are seven (7) teacher evaluative criteria to be used for evaluating the performance of certificated teachers. Under each criterion are listed a number of indicators which shall serve as guidelines for determining the extent to which the teacher met the criteria.

1. Instructional Skill

The certificated classroom teacher demonstrates, through performance, a competent level of knowledge and skill in designing and conducting an instructional experience, to wit:

- a. Utilizes teacher techniques which are consistent with the selected objectives. Such techniques will:
 - i. Make provision for difference in ability among students;
 - ii. Provide for the previous knowledge, abilities, and interest of the class;
 - iii. Make effective use of instructional equipment, materials, and resource personnel;
 - iv. Provide a variety of activities in keeping with the maturity and attention span of the student;
 - v. Implement lesson plans but permit flexibility.
- b. Gives explanation, assignments, and directions clearly.
- c. Makes reasonable and appropriate assignments.
- d. Helps students to develop acceptable work habits and study skill.

- e. Evaluates daily lessons and units of study by assessing student achievement of objectives.
- f. Identifies the learning needs of individual pupils.
- g. Establishes learning objectives, outcomes consistent with individual pupil learning needs and with District learning objectives and goals.
- h. Plans and develops a variety of instructional experiences appropriate to specified learning objectives/outcomes.
- i. Conducts/implements the instructional plan/experience.
- j. Assesses pupil's learning/achievement of outcomes and in using the resultant data in the design of the future instructional experiences.
- k. Implements local school district goals, objectives and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, etc.

2. Classroom Management

The certificated classroom teacher demonstrates, through performance, a competent level of knowledge and skill in organizing the physical and human elements in the education setting, to wit:

- a. Selects and prepares equipment and materials in advance of lesson.
- b. Maintains classroom environment and atmosphere conducive to learning.
- c. Selects/creates and uses curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
- d. Organizes the physical setting so that it contributes to learning.
- e. Identifies and appropriately uses instructional resources available throughout the school district and the community.
- f. Organizes individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired;
- g. Provides a classroom climate conducive to student learning.

3. Professional Preparation and Scholarship

The certificated classroom teacher exhibits, through performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession, to wit:

- a. Considers abilities, interest, and present performance levels of students in planning.
- b. Established immediate and long range objectives.
- c. Prepares effective plans to meet objectives.

- d. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.
- e. Possesses and maintains appropriate academic background in subject area.
- f. Uses instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.
- g. Relates and uses the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
- h. Specifies educational philosophy underlying one's instructional decisions.
- i. Demonstrates commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.).
- j. Implements statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.
- k. Demonstrates commitment to the profession and its code of ethics.

4. Effort Toward Improvement When Needed

The certificated classroom teacher demonstrates an awareness of personal limitations and strengths, and demonstrates continued professional growth to wit:

Participates in:

- a. Inservice and career development activities sponsored by the district, education service district, and professional organization.
- b. Continuing education and training initiated and selected by the individual.
- c. Self assessment/evaluation and identification of strengths, needs and limitations.

5. The Handling of Student Discipline and Attendant Problems

The certificated classroom teacher demonstrates the ability to manage the noninstructional, human dynamics in the education setting.

- a. Establishes and maintains order and discipline in the classroom.
- b. Shows consistency and fairness in dealing with student behavior.
- c. Disciplines students in a firm but controlled manner.
- d. Encourages students to develop courtesy, self-control, respect and responsibility.
- e. Enlists the assistance of counselors, vice-principal, principal, and other supportive personnel when appropriate.
- f. Assists in maintaining control and enforcing rules throughout school.
- g. Recognizes conditions which may lead to disciplinary problems.

- h. Establishes clear parameters for student "in-classroom" conduct and makes known these expectations.
- i. Develops appropriate strategies for preventing disciplinary problems when they do occur.
- j. Resolves discipline problems in accordance with law, school board policy, and administrative regulations and policies.
- k. Assists students toward self-discipline and acceptable standards of student behavior.

6. Interest in Teaching Pupils

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

- a. Develops rapport with the student as an individual in a professional manner.
- b. Deals with personal information and communication in an ethical manner.
- c. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- d. Provides guidance and assistance for students.
- e. Uses knowledge of individual student(s) to design learning experiences and facilitate learning.

7. Knowledge of Subject Matter

The certificated classroom 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), to wit:

- a. Possesses, demonstrates and maintains competence in subject matter.
- b. Keeps abreast of new developments, ideas, and event in the subject matter area(s).
- c. Shows awareness and understanding of relationship between one's subject matter field and other disciplines/subject.
- d. Demonstrates breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

B. Evaluation Criteria - Certificated Support Personnel

There are five (5) certificated support personnel evaluative criteria to be used for evaluating the performance of certificated support personnel. Under each criterion are listed a number of indicators which shall serve as guidelines for determining the extent to which the certificated support person met the criteria.

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 demonstrates an understanding of a knowledge about common school education and the educational milieu grades K12, and demonstrates the ability to integrate the area of specialty into the total school milieu, to wit:

- a. Provides a theoretical rationale for the use of various procedures.
- b. Demonstrates understanding of the basic principles of human growth and development.
- c. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- d. Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

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, to wit:

- a. Designs and conducts a program providing specific and unique services within the individual's specific discipline.
- b. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student:
 - i. To help students integrate and assimilate data.
 - ii. To help others involved with the student interpret and use data appropriately and accurately.
 - iii. To help other specialists by providing case study materials.
- c. Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
- d. Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- e. Develops goals and objectives consistent with district level goals and objectives which will facilitate the implementation of programs and services.

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 to wit:

- a. Selects or recommends testing and non-testing devices, material, equipment appropriate to student needs.

- b. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.
- c. Uses comparative and interpretive data.
- d. Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations and local school district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of personal limitations and strengths and demonstrates continued professional growth, to wit:

- a. Demonstrates awareness of the law as it relates to area of specialization.
- b. Demonstrates 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.
- c. Demonstrates commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.):
- d. Demonstrates commitment to the concept of career-long professional

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 program, to wit:

- a. Consults with other staff, school personnel, and parents, concerning the development, coordination and/or extension of services to those needing specialized programs.
- b. Plans and develops support programs to serve the preventive and development needs of the school population and the special need of some students.
- c. Interprets characteristics and needs of students to parents, staff, and community in group and individual settings, via oral and written communication.

ARTICLE IX – GRIEVANCE PROCEDURES

Section 1 Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of individual certificated employees.

Section 2 Definitions

As used in this statement:

1. "Grievance" means an allegation of a violation of the specific terms of this Agreement.
2. "Grievant" means the Association or an employee or group of employees included in the bargaining unit represented by the Association.
3. "Day(s)" means teacher working day(s), except during the summer recess, when "days" shall mean District business days.

Section 3 General Condition

- A. Time Limits: No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed within the time limits set forth in each step, it shall be automatically waived. Exceptions at mutual consent.
- B. Contents of the Grievance: During each step where a grievance is formally filed, a written statement shall be submitted by the grievant which shall clearly specify:
 1. The name of the grievant;
 2. The facts upon which the grievance is based;
 3. The specific terms of the Agreement alleged to have been violated;
 4. When the alleged violation occurred;
 5. The results of the previous step in the grievance and why such results were unsatisfactory; and
 6. The proposed remedy or remedies for resolution.
- C. Representation: Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, so long as the Association has been provided the opportunity to have a representative present at any such meeting for the purpose of expressing the Association's position. A grievant may be represented at all stages of the grievance procedure by himself or at his option by an Association representative.
- D. Grievance of a Group: If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit formally such grievance to the Superintendent directly and the processing of such grievance shall be commenced at Step Two (2).

Section 4 Procedures

- A. Step One: An employee with a complaint shall attempt to resolve the problem informally between the employee and his principal or immediate supervisor. If the complaint is not resolved informally it shall be reduced to writing by the employee who shall submit it to the principal or immediate supervisor. If an employee does not submit his grievance to the principal in writing within thirty (30) working days after the facts upon which the grievance is based first occur, or first become known to the teacher, the grievance will be deemed waived. The immediate supervisor or principal will arrange for a conference to take place within three (3) working days after receipt of the grievance.

The grievant will be present for the conference and may have Association representation if he desires. Within five (5) working days following the conference, the supervisor will provide the grievant with a written answer to the grievance.

- B. Step Two: If the grievance is not settled in Step One and the employee wishes to appeal the grievance to Step Two, the employee may file the grievance in writing to the Superintendent of Schools within ten (10) working days after receipt of the principal's or supervisor's written answer. This shall be done by submitting a copy of the original grievance complaint along with an indication in writing of reasons why the grievant does not believe the written decision of the principal or immediate supervisor is adequate. The Superintendent or his designee shall arrange for a hearing with the grievant to take place within five (5) working days of his receipt of the appeal. The grievant may have Association representation if he desires. The Superintendent or his designee shall provide a written decision no later than ten (10) working days after receipt of the written grievance. If the Superintendent is also the principal or immediate supervisor who heard the grievance at Step One, the appeal at Step Two shall be made to the Board of Review consisting of two members of the School Board.
- C. Step Three: If the grievant is not satisfied with the decision at Step Two (2) or if no decision has been rendered within fifteen (15) working days following the filing of the appeal, the grievant may request that the Association submit the grievance to mediation. The Association will notify the District of its intent to proceed to mediation within fifteen (15) working days following receipt of the decision made at Step Two.

Within ten (10) working days of such notification the Association shall request a list of mediators from a mediation/arbitration organization selected by mutual agreement of the parties. The mediator shall be mutually selected from a list provided by the Federal Mediation & Conciliation Service, the American Arbitration Association, or another agency as mutually agreed. The parties shall separately rank and strike the names of mediators on the list and return their list to the appropriate agency for final mediation selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The mediator selected will confer with representatives of the district and the Association and hold a hearing promptly and will issue his finding of fact, reasoning and conclusions on the issue submitted in writing not later than twenty (20) working days from the date of the close of the hearings.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of mediation.

- D. Step Four: If the grievant is not satisfied with the decision at Step Three (3) or if no decision has been rendered within fifteen (15) working days following the filing of the appeal, the grievant may request that the Association submit the grievance to arbitration. The Association will notify the District of its intent to proceed to arbitration within fifteen (15) working days following receipt of the decision made at Step Three.

Within five (5) working days of such notification the Association shall request a list of arbitrators from the Federal Mediation & Conciliation Service or the American

Arbitration Association, or other agency as agreed. The mediator or arbitrator shall be selected from a list provided by a mutually agreed service, e.g. Federal Mediation & Conciliation Service or the American Arbitration Association.

The parties shall separately rank and strike the names of arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The arbitrator selected will confer with representatives of the district and the Association and hold hearing promptly and will issue his finding of fact, reasoning and conclusions on the issue submitted in writing not later than twenty (20) working days from the date of the close of the hearings. The findings of the arbitrator shall be final and binding on the parties.

Nothing in the Agreement shall prevent the Board and the Association from mutually agreeing on another method of arbitration.

If the appeal at Step Three is not made to the Board of Review, the appellant may, at appellant's option, elect to appeal the decision made at Step Three to the Board of Review, before request for arbitration is made. The time limits set forth in Step Three shall apply to this optional additional appeal step. Thereafter request for arbitration can be made.

Section 5 Costs

The fee and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 6 No Reprisals

No reprisals of any kind will be taken by the Association or the District against any teacher because of her /his participation or non-participation in any grievance.

Section 7 Personnel Files

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

One (1) year after the settlement of a grievance, all specific references by names of individuals involved in the grievance shall be expunged from all documents, communications, and records relating to the grievance.

ARTICLE X – DURATION

This agreement shall be effective from September 1, 2018, and shall continue in effect until August 31, 2020. This agreement will be re-opened in 2019 for the purpose of negotiating any of the following: State salary and benefit increases that may be made available through state legislative action or a District End Fund Balance in excess of 11%. An increase in the levy lid alone during the 2019 Legislative session will not trigger a reopener. (Activity Payment Schedule is a work in progress).

LOPEZ EDUCATION ASSOCIATION

LOPEZ ISLAND SCHOOL DISTRICT

By _____
LEA Representative

By _____
School Board Member

By _____
LEA Representative

By _____
School Board Member

Date _____

By _____
School Board Member

By _____
School Board Member

By _____
School Board Member

By _____
School Board Member

Date _____

APPENDIX A - 2018-19 Salary Schedule

LOPEZ ISLAND 2018-19 SALARY SCHEDULE									
Step	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90
0	46,729	47,992	49,299	50,610	54,815	57,523	56,024	60,230	62,941
1	47,358	48,638	49,962	51,330	55,579	58,273	56,647	60,896	63,589
2	47,957	49,250	50,588	52,062	56,299	59,021	57,274	61,511	64,233
3	48,575	49,879	51,232	52,753	56,982	59,769	57,869	62,095	64,884
4	49,181	50,543	51,903	53,477	57,730	60,538	58,492	62,745	65,555
5	51,402	51,976	52,549	54,210	58,448	61,312	59,125	63,365	66,229
6	52,048	52,628	53,209	54,952	59,170	62,050	59,774	63,992	66,870
7	53,191	53,784	54,378	56,216	60,496	63,455	60,990	65,268	68,229
8	54,915	55,527	56,140	58,130	62,468	65,536	62,902	67,242	70,308
9		57,370	58,003	60,065	64,504	67,676	64,836	69,278	72,450
10			59,887	62,099	66,597	69,875	66,872	71,371	74,647
11				64,193	68,789	72,132	68,965	73,563	76,904
12				66,219	71,039	74,482	71,141	75,812	79,256
13					73,345	76,890	73,393	78,117	81,662
14					75,661	79,389	75,712	80,585	84,162
15					77,630	81,454	77,680	82,680	86,350
16					79,182	83,082	79,233	84,333	88,077

APPENDIX A - 2019-20 Salary Schedule

LOPEZ ISLAND 2019-20 SALARY SCHEDULE (DRAFT)*									
Step	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90
0	49,091	50,417	51,791	53,168	57,585	60,431	58,856	63,274	66,122
1	49,752	51,096	52,487	53,925	58,388	61,219	59,510	63,974	66,803
2	50,381	51,739	53,145	54,693	59,144	62,004	60,169	64,620	67,480
3	51,030	52,400	53,821	55,419	59,862	62,790	60,793	65,233	68,163
4	51,666	53,097	54,526	56,179	60,648	63,598	61,448	65,917	68,868
5	54,000	54,603	55,205	56,950	61,402	64,410	62,113	66,567	69,576
6	54,678	55,288	55,898	57,730	62,161	65,186	62,795	67,226	70,249
7	55,879	56,503	57,126	59,057	63,554	66,662	64,072	68,567	71,677
8		58,334	58,977	61,068	65,625	68,848	66,082	70,640	73,861
9		60,269	60,934	63,101	67,764	71,097	68,112	72,779	76,111
10			62,914	65,238	69,963	73,407	70,251	74,978	78,420
11				67,437	72,266	75,778	72,451	77,281	80,791
12				69,566	74,630	78,247	74,736	79,643	83,262
13					77,051	80,776	77,102	82,065	85,790
14					79,485	83,401	79,538	84,658	88,415
15					81,553	85,571	81,606	86,859	90,714
16					83,183	87,281	83,237	88,596	92,528

* Subject to the terms of Article X

APPENDIX A-1

2018-19 Non-Athletic Stipend List

Hi-Cap	\$1,200
Elementary RTI	\$1,000
Secondary RTI	\$1,000
Drama: One Acts	\$2,700
Freshman Class Advisor	\$100
Sophomore Class Advisor	\$200
Junior Class Advisor	\$300
Senior Class Advisor	\$400
ASB Advisor	\$1,000
Yearbook Advisor	\$1,000
Robotic Club Advisor	\$1,000
Science Club Advisor	\$800
MMPACT	\$2,700
Remote & Necessary - Decatur	\$6,500
Before/After School Advisor (Counselor)	15 days

APPENDIX B

FORM: COMPLAINT BY AGGRIEVED

Form Distribution: Association Representative
Immediate Supervisor
Association
Grievant

Date of Formal Presentation _____

Name of Aggrieved Person _____

Home Address _____

Telephone _____

School _____ Subject Area/Grade _____

Immediate Supervisor _____

Association Representative _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Aggrieved

APPENDIX B-1

FORM: DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

Form Distribution: Association Representative
Immediate Supervisor
Association
Grievant

Date of Formal Presentation _____

Name of Aggrieved Person _____

School _____

School Principal or Immediate Supervisor _____

DECISION OF PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Signature of School Principal or Immediate Supervisor

Date of Decision

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

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

Signature of Aggrieved

Date of Response

APPENDIX D-1

STANDARD CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez School District No. 144 of San Juan County, Washington, hereinafter referred to as the “District”, and __hereinafter referred to as the “Employee” that said Employee shall perform assigned professional service as __in the public school of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the district. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute and the agreement below referenced.

Said employment is for the 20__- 20__, school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than ____ days of service, exclusive of holidays and authorized vacations.

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

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

The contract does not become effective until said employee registers with the District Superintendent’s office (1) a valid teaching certificate, (2) a valid health certificate, (3) an official transcript of preparation, (4) an official verification of experience, and (5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the __ day of 20__. If it is not signed by the Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Employee’s failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter-offer by the Employee.

		By Order of the Board of Directors
Employee’s Signature	*	_____
Date Signed:	*	_____
	*	_____
Superintendent/Secretary of the Board	*	_____
Date: Signed: _____	*	_____
	*	_____
Number of years experience	*	_____
	*	_____
Location on Salary Schedule	*	Date Signed _____
	*	
WA State Teacher’s Retirement #	*	Teacher’s Certification # Date Issued
	*	
Social Security Number	*	Name of Certificate _____

Contracts are issued in triplicate. Sign and return the original and first copy to the Superintendent’s Office and retain the employee copy.

APPENDIX D-2

STANDARD PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez School District No. 144 of San Juan County, Washington, hereinafter referred to as the "District", and _____ hereinafter referred to as the "Provisional Employee" that said Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform assigned professional service as _____ in the public schools of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute and the agreement below referenced.

Said employment is for the 20__- 20_, school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than _days of service, exclusive of holidays and authorized vacations.

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

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

The contract does not become effective until said employee registers with the District Superintendent's office (1) a valid teaching certificate, (2) a valid health certificate, (3) an official transcript of preparation, (4) an official verification of experience, and (5) any other required credential.

	By Order of the Board of Directors
_____	* _____
Employee's Signature	* _____
Date Signed:	* _____
_____	* _____
Superintendent/Secretary of the Board	* _____
Date: Signed:	* _____
_____	* _____
Number of years of experience	

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the ___day of __, 20___. If it is not signed by the Provisional Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter- offer by the Provisional Employee.

Location on Salary Schedule _____	* Date Signed _____
WA State Teacher's Retirement # _____	* Teacher's Certification # _____ Date Issued _____
Social Security Number _____	* Name of Certificate _____

Contracts are issued in triplicate. Sign and return the original and first copy to the Superintendent's Office and retain the employee copy.

APPENDIX D-3

SUPPLEMENTAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Lopez Island School District No. 144 of San Juan County, Washington, hereinafter referred to as the "District", and _____ hereinafter referred to as the "Employee", that said employee, as listed _____ shall perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of said District.

Said employment is for: _____ In consideration for the performance of assigned duties, the Employee shall receive a salary of \$ _____.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board.

This contract does not become effective until said employee registers with the District Superintendent's office (1) a valid certificate, (2) a valid health certificate, and (3) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the ___ day of _____. If it is not signed by the Employee and returned to the office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of supplemental contract rights with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter-offer by the Employee.

Employees Signature

Date Signed _____

WA State Teacher's Retirement # _____

By Order of the Board of Directors

* _____
* _____
* _____
* _____
* _____
* _____

* Date Signed _____

APPENDIX E

RIDER

As of the date hereof the District and the Lopez Island Education Association (the “Association”) are engaged in negotiations for the 20__- 20__ school year and the Board of Directors has not adopted the final certificated employee salary schedules and other applicable employment terms for the 20__- 20__ school year.

It is understood and agreed that the specific terms and provisions of this contract, including salary, are subject to amendment and adjustment to conform to the applicable terms and the conditions of the collective bargaining agreement hereafter entered into by the District and the Association pursuant to RCW Ch. 41.59, including any agreements as to the effective dates of specific terms of the collective bargaining agreement.

Further, it is understood that the signing of this contract is not an abrogation of any rights granted by statute, either to the individual employee or the Association.

APPENDIX F

Memorandum of Understanding Washington State Paid Family and Medical Leave

The Lopez Island School District and the Lopez Island Education Association agree to the following:

ARTICLE V - Section 13

WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020 employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements however, employees on maternity leave do not have to exhaust all of their sick leave time before using PFML. The District will pay the required minimum amount and the employee will be responsible for the remaining amount. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.