

NEGOTIATED AGREEMENT
BETWEEN
SAN JUAN ISLAND SCHOOL DISTRICT 149
AND
THE SAN JUAN EDUCATION ASSOCIATION



September 1, 2016 - August 31, 2017

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PREAMBLE

This Agreement is entered into between the Board of Directors of the San Juan Island School District No. 149, hereinafter called the "Board" or "District" and the San Juan Education Association, hereinafter called the "Association".

Effective: September 1, 2016 through August 31, 2017

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ARTICLE I: RECOGNITION

1.1 San Juan Education Association

The District recognizes the San Juan Education Association as the sole bargaining representative for all contracted non-supervisory certified employees. Certificated employees not subject to this Agreement are all substitute teachers who work less than thirty (30) total days in a calendar year or twenty (20) consecutive days in the same assignment in a school year, the Superintendent, principals and other supervisory employees. The parties further agree that Section 13.1.9 - Compensation for Recognized Substitutes, represents the sole rights accruing to represented substitutes covered by this Agreement.

ARTICLE II: MANAGEMENT RIGHTS

2.1 Board of Directors

The Board has powers, discretions and duties under the Constitution and laws of the State of Washington, which may not be delegated, limited or abrogated by an agreement with any party. The Board is responsible for the formulation and implementation of policies and rules governing the educational program of the District. No delegation of such responsibility is intended or implied by any provision of this Agreement.

The rights, powers, authority and functions of management shall remain exclusively vested in the District except as expressly and specifically limited by the express provisions of this Agreement or Statute.

2.2 Ratio of Remuneration to Service

In respect to all remuneration and benefits contained in the contract they are to be paid in precise ratio to the employee's FTE status.

ARTICLE III: EMPLOYEE RIGHTS

3.1 Non-Discrimination

The Board and the Association agree that there shall be no discrimination with respect to employee status or any right or condition of employment because of age, sex, sexual orientation, marital status, race, national origin, handicapping condition, out of school political or community activity, membership or non-membership in the Association or other professional organization.

3.2 Privacy

The private life of a teacher is not an appropriate concern of the Board so long as it does not interfere with the performance or effectiveness of the teacher. It is understood that the Board may not waive its responsibilities in such matters when required to act by the various laws and regulations of the State.

3.3 Association Membership

Employees have the right to join the Association, but membership in the Association shall not be required as a condition for employment. The District will advise all newly employed personnel at the time of employment that the Association is the exclusive bargaining unit representative. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn

in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days of an individual's beginning date of employment.

3.4 Representation Fee

No member of the bargaining unit will be required to join SJEA, however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to SJEA. The amount of representation fee will be determined by the Association, and transmitted to the SJISD Business Manager in writing. Failure to communicate the fee amount releases the district from any collection obligations. The representation fee shall be an amount less than the regular dues for the Association membership. Nonmembers shall not be allowed to make a political (WEAPAC or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded as a violation of their right to non-association, such objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission. The Association shall assume the legal costs of such a challenge.

3.5 Employee Protection

The District shall provide employees with both liability and personal property insurance protection while they are engaged in the maintenance of order and discipline and the protection of school personnel and students and property thereof. The limit of personal property protection is \$500.00 per employee for each claim. In addition, all teachers shall be provided a secure space for their personal belongings.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 Equipment Use

The Association has the right to use school equipment and facilities at reasonable times when such equipment is not in use subject to payment for the actual cost of materials, supplies and repair due to misuse.

4.2 Information

The Board shall furnish the following information upon request: Financial Reports, Agendas, Board Minutes (except for Executive Sessions), student enrollments, names and addresses of all teachers and all public documents necessary for the Association to carry out its functions herein described.

4.3 Payroll Deduction

The District will deduct from wages of unit members a sum certified as Association dues or representation fee and forward such monies to the Association. The Association shall be paid in twelve (12) equal deductions beginning in September through August of each year provided that the employee has filed a written authorization for such deductions. Dues payments shall promptly be forwarded to the Association after each deduction period. Teachers joining after November or terminating before August shall pay a pro rata share of membership.

The Association agrees to defend, indemnify, and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of

Article IV, Section 4.3. of this Agreement (Payroll Deduction), including the costs for any attorney fees or legal expenses incurred. The Board agrees to promptly notify the Association and tender the defense in writing of any claim, demand, suit, or other form of liability arising out of implementation of the provisions of Article IV, Section 4.3, and will forward such if the Association so requests. The District will then be absolved of its responsibility to enforce compliance of this section.

4.4 Association Communication

The Association shall be provided with bulletin boards or sections thereof, for the purpose of posting Association materials at each work site. The Association shall also have the right to use the school mailboxes to distribute Association material. The Association also shall have the right to use district e-mail for general communication with members. E-mail shall not be used to promote a specific political candidate or political position.

4.5 Association/Employee Information

On or before the first day of November, the District shall provide the Association with employee information regarding each employee in the bargaining unit on a form to be provided by the Association.

4.6 Distribution of Agreement

Following ratification of this Agreement, the District shall scan and post a copy of the Agreement on the District website. Upon hire the District shall provide all new employees notice of the Agreement on the website. New employees may receive a printed copy from the District upon request. One original copy of the agreed upon contract shall be signed by both spokespersons on each page, copied and maintained as a record by both parties.

ARTICLE V: SCHOOL YEAR AND CALENDAR

5.1 Length of Contracted Work Year / Learning Improvement Days/ Early Dismissal Days

The work year for teachers shall consist of 180 instructional days. Of the 180 instructional days, three (3) will be early dismissal days for non-employment related activities. These days shall be scheduled as follows: 1) The Wednesday before Thanksgiving, 2) The Friday prior to Memorial Day weekend, 3) The last day of school.

In addition to the basic 180 day work year funded by the state, there shall be four (4) TRI Days, to be paid from local funds. For 2016-17, three of these TRI Days shall be worked in accordance with the description in Section 13.2 of this Agreement, and the fourth TRI day or the equivalent of 7.5 hours must be scheduled within the 183 day calendar and not on a day scheduled for early dismissal for non-employment related activities (e.g. day before Thanksgiving, etc.)

At the conclusion of 2016-17 school year, the 7.5 additional hours or equivalent of a 4th day of TRI time will revert back to 3 TRI days.

New or re-employed personnel may be required to report for one (1) paid additional day at the opening of school. The employees' base work year shall be adjusted to reflect the number of days funded by the state.

5.1.1 Supplemental Contracts

In addition to supplemental compensation provided in 13.2, below, certificated counselors, deans of students, and school psychologists, shall be contracted for ten (10) additional work days scheduled by the building principal for student scheduling, student placement conferences, attendance at District meetings, and/or to conduct other related duties outside of the regular student school year.

5.1.2 Optional Professional Growth Days

Optional Professional Growth Days shall be paid at the employee's regular "per diem" rate. Participation in an Optional Professional Growth Day shall be optional with each employee and shall be separate and apart from the regular contracted services. All teachers invited to attend Optional Professional Growth Day activities shall be paid for the actual number of hours, required for the day's activities. A "full day" shall be 7.5 hours.

5.1.3 Clock Hours

The District and the Association shall work together to arrange clock hours for staff development whenever possible. Such clock hours shall be eligible for movement on the salary schedule per section 13.1.7 – Educational Credits.

5.2 Calendar

Annually, by March 1st, the District and the Association will convene a calendar committee to negotiate the annual student calendar for the following year(s). When possible, the teams will negotiate calendars for two academic years. When tentative agreement is reached, the calendar(s) will be forwarded to the school board for consideration and approval.

There shall be twelve early release half- days scheduled on the calendar.

5.2.1

The modified work days above shall be used for professional development and collaboration. The dates for each of the modified work days described in this section shall be calendared by mutual agreement, with the following purpose(s):

- Four early release half-days (or equivalent thereof) for District Directed Collaboration
- Three early release half-days (or equivalent thereof) for Individually Directed Collaboration
- Five early release half-days for report card and/or conference preparation

5.3 School Closures

If school must be canceled, the school year shall be extended and vacations and in-service days and holidays not required by Statute *may* be utilized to meet State and District curriculum requirements. The district will consult with the President of the Association (s) before revising the calendar as required. Such time will be made up without additional pay. Any student school days waived by OSPI due to emergency school closure shall also be work days waived for certificated staff. There shall be no loss of pay in such an instance.

ARTICLE VI: TEACHERS' DUTIES AND RESPONSIBILITIES

6.1 During Building Hours

Teachers shall perform such responsibilities as required by law, this Agreement and the Code of Professional Conduct – Chapter 180-87 WAC. Teachers shall perform necessary other tasks which may include the following:

1. Supervision of students;
2. sponsorship of student co-curricular activities, approved clubs and class organizations;
3. committee work pertaining to the instructional program;
4. participation in professional meetings or other appropriate duties;
5. preparation of adequate plans for a substitute teacher.

6.1.1 Optional Duties

The District may make a request for teacher volunteers to participate in budget planning, building planning and/or policies related to staff or community needs.

6.1.2 Time Outside Building Hours

Teachers shall spend time outside of building hours to a reasonable extent necessary for adequate preparation for instruction, pupil and parent consultations, annual "back to school night"; other duties required herein and mutually acceptable co-curricular functions.

6.1.3 Field Trip Supervision

Teachers will be compensated at the regular substitute pay rate for supervision of District approved field trips during student vacation periods and/or weekends. Teachers on overnight trips during the school week shall receive an overnight duty stipend of \$30.00. All overnight trips must have a minimum of one teacher plus one other chaperone per 15 students. Overnight trips having both boys and girls involved must have a male and a female adult present. Overnight trips must be approved at least two (2) months in advance by the principal. Exceptions to advance approval may be arranged with the Superintendent. Extra compensation does not apply when staff members receive a stipend related to activity.

ARTICLE VII: WORK SCHEDULES

7.1 Building Hours

Regular building hours are sixty (60) minutes longer than the student day. The District will determine the starting and dismissal times for students. Teachers will be at school one-half (1/2) hour before the students' starting time and one-half (1/2) hour after the student's dismissal. The time before student start time shall not be used for regularly scheduled meetings and trainings. The normal workday shall be 7 ½ hours in length. Teachers will be allowed twenty (20) minutes travel time between consecutive assignments between the elementary and secondary campuses.

7.2 Planning Time

Planning time shall be employee directed and used for professional activities including, but not limited to preparation, conferences, parent contact, special assistance to students, school connected events and mutually agreeable short-term substitute assignments. The goal of the parties is to equalize planning time so that all teachers are treated equitably. Administration will

make every effort to respect this time. Any training or programming needs of the District that infringe upon this time will be reimbursed at the curriculum rate.

7.2.1 Grades 6 - 12

Teachers shall have the equivalent of one (1) regular class period each day within the student day.

7.2.2 Part-time

Part-time teachers in grades 6 - 12 shall have a paid planning period that is prorated in the same ratio as their teaching time.

7.2.3 Grades K - 6

Full time elementary teachers shall have the equivalent of a high school regular class period for planning time *within* the student day. This time must be in blocks of at least twenty (20) minutes. Grade level colleagues shall be provided the opportunity for simultaneous daily planning time at least three times per week. The principal shall schedule such time.

7.3 Released Time

The Superintendent or principal may approve released time for teacher activities to include:

1. Professional workshops;
2. in-service training programs;
3. school visitations and school planning, and;
4. major projects to meet State and District requirements.

ARTICLE VIII: ASSIGNMENTS AND TRANSFERS

8.1 Assignments

Assignments will be made by the District. Grade, school and activity assignments shall be made according to the skills and professional qualifications of the teacher.

Teachers shall be notified in writing of any changes in schedules and assignments for the coming year no later than July 20th unless staffing needs are unexpectedly changed after July 15th (i.e., teacher resignation or death, enrollment change or significant state funding changes.)

Employees in the process of pursuing National Board Certification consistent with their current assignment shall have priority in reassignment decisions to be placed at the instructional level and/or subject area at an FTE sufficient to complete the National Board components.

8.2 Transfers and Reassignments

Transfers: Defined as intra-District movement between non-contiguous campus locations. Such locations are:

1. Friday Harbor High School/Middle School campus
2. Friday Harbor Elementary School campus
3. Stuart Island Campus

When one or more grade levels move en-masse to another campus, the transfer language shall not apply.

Reassignment: Defined as intra-campus movement from one grade level to another or from one teaching subject to another within a teacher's area(s) of certification.

8.2.1 Teacher Request

The teacher will complete a request form (Appendix 1) which shall be submitted on or before April 15, for consideration for the coming year.

8.2.2 Notification

All vacant or new teaching positions will be advertised within the District for a minimum of five (5) work days prior to the District's taking action to fill such positions with outside candidates. Such notice of openings shall be distributed to all certificated employees.

The District shall fully consider all applications for open positions from current certificated employees prior to recommending any outside candidate for the position.

8.2.3 Basis for Filling Positions

Vacancies and new positions shall be filled on the basis of qualifications for the position. Seniority in the District shall determine the priority of applications for two equally qualified teachers. A non-selected teacher applicant for transfer to a vacant or new position shall have an opportunity to meet with the Superintendent to discuss the reasons for non-selection.

8.2.4 Notification Conference

The teacher may request a conference or written reasons for denial of a transfer or reassignment request and the Superintendent or Superintendent's designee shall provide such reasons.

8.3 Involuntary Transfers

Involuntary transfers may be made in the best interest of the District's instructional program and/or of the employee. Prior to implementing an involuntary transfer, the Superintendent shall solicit and consider any certificated employees who may wish to volunteer for the assignment.

The Superintendent shall notify the affected teacher in writing at least ten (10) days before the transfer and the notice shall inform the teacher of the reasons for the involuntary transfer.

Transferred teachers will be given priority to return to the position occupied prior to the transfer.

All employees who are required to move rooms due to a change in instructional assignment or per District request will receive a stipend of \$250 for time associated with moving the classroom. The stipend shall not be applicable to teachers who teach off a cart. When a teacher is assigned to a new classroom, the district will provide a reasonable number of boxes and assistance related to the move.

8.3.1 During the School Year

Teachers involuntarily transferred during the school year will be given the option of either two (2) days per diem or three (3) days release time as compensation for the inconvenience attendant to the transfer.

8.4 Class Size

Class sizes shall not exceed the following maximum sizes:

1. Twenty-six (26) students in grades K - 3 and twenty-four (24) students in elementary combination (split) classes.
2. Thirty-two (32) in grades 4 -5 and thirty-three (33) in grades 6-12.
3. One hundred sixty five (165) different students per week in grades 6-12 with the exception of band and PE.
4. Applied Music classes and P.E. classes are exempt from class size limits except when, in the judgment of the instructor, the size of the class jeopardizes the health or safety of students or unit members.
5. Other mutually agreed exceptions.
6. In the event an overload described above continues for more than five student days, the employee shall have the option to select from one of the following, a) or b):
 - a. One hour per day per student of support by a para-educator. The para educator will be assigned only with the approval and serve at the direction of the teacher.
 - b. A \$300.00 per month overload payment per student. For overloads of less than an entire month, this payment will be prorated based on District enrollment data. Such payments shall be paid in the following manner:
 - i. For the part time staff, the \$300.00 payment will be prorated per FTE.
 - ii. For staff grades 6-12 and half-day kindergarten teacher, the \$300.00 payment will be prorated per class period or session.
 - c. Overload remedies shall be based on the student count for the first student day of the month. If instructional aide time is the selected remedy, the District will post and attempt to provide it within one (1) week after the first overloaded period, and within one (1) day of the overload count for any subsequently overloaded month in any given school year. If no instructional aide is available or the time increment is impractical to provide, the employee will be provided overload compensation. If overload compensation is the selected remedy, the District shall provide the compensation in the month following the overload calculation.
8. The size of the laboratory portion of classes which require such activities will be limited to the number of laboratory stations available.
9. Students classified as intellectually disabled or behavior/emotionally disabled shall be weighted as two (2) students for purpose of computing class size, unless they have a paraeducator personally assigned to the student.

8.5 Special Workload

In recognition of the special workload considerations involved, teachers (secondary instructors) in the following categories shall be eligible to receive a stipend of \$500/semester:

- Teachers with more than four curriculum preparations in the same semester or teachers instructing more than 1 credit earning class during a single period of the day (either/or; not both)

- Teachers agreeing to accept independent study situations – unless counting these students for class size purposes entitles the teacher to overload compensation greater than this stipend.

The intent is to acknowledge and compensate those employees who are accepting additional responsibilities and work in order to meet the individualized needs of students. For example, someone who teaches French II agrees to accept and teach French III to a small group of students during the same period or a science teacher who takes on independent study of physics to meet a request made by 2 students. It is not intended for those teachers teaching classes that students can take more than once for credit like Strength 1 and Strength 2.

If a discrepancy occurs regarding eligibility for this stipend, the parties will come together and discuss their differences and come to a decision.

8.6 Advance Notice of Student Transfers/Additions

After September 15 of the new school year, whenever feasible, teachers will receive a minimum of two working days' notice prior to additional students being transferred into their classes. The District shall provide teachers with appropriate equipment and supplies necessary to accommodate their students.

ARTICLE IX: PROFESSIONAL GROWTH / EVALUATION PROCEDURES

9.1 Professional Growth:

All employees are to participate in continuing professional growth and to complete an annual professional growth plan by October 5th of each school year. All plans must be reviewed by the principal or designee prior to October 5th. The growth plan must include reference to district adopted curricular and/or instructional priorities. It may also include areas of desired personal professional growth. The principal or designee may modify goals and objectives in cooperation with the employee or simply approve the plan as submitted.

9.2. Observations (General Information)

Except as noted under "short form evaluation", all required formal observations shall be a minimum of thirty (30) continuous minutes, with a follow-up conference and written summary provided within five (5) work days. Copies of the observation summary, shall be given to the employee and maintained as part of the employee's personnel record.

A minimum of two such observations shall be made each year (three for a third year provisional employee). One (1) of the observations shall be a time mutually established.

9.2.1 If during formal or informal observations, the evaluator gathers evidence that an employee is approaching an Unsatisfactory or a Basic level of performance, the supervisor will so notify the employee and be proactive in facilitating education and support to increase the effectiveness of the employee. The evaluator will document for the employee the evidence of the deficiency or concern and inform the employee early and often of such deficiencies. Every effort will be made by District and the Employee to improve the stated deficiencies. The evaluator and employee will work together and may develop an informal plan of improvement to address the identified area(s) of deficiency. The employee shall be encouraged to bring Association representation when developing the informal plan for improvement.

9.3 Provisional Employees

The first observation of provisional employees shall be completed within the first 90 calendar days of their employment period.

The second observation of provisional employees shall be completed prior to March 15.

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

The annual evaluation of provisional employees shall be completed by March 31 of each year. This provision shall not, however, prohibit additional observations after March 1.

If the provisional employee's performance is deemed unsatisfactory, the administrator shall make good faith effort to assist the employee in remediating said deficiencies. Failure to make sufficient improvement may result in the district notifying the employee by May 15th that the employee's contract will not be renewed.

9.4 Continuing Employees

The first observation shall be completed by January 15.

The second observation shall be completed by May 1.

Summary evaluations shall be completed by June 1 of each year.

9.4.1 Probation of Continuing Employees

Employees must be evaluated prior to January 15 before being placed on probation. The principal or designee shall inform the superintendent of unsatisfactory performance on or before January 15 with the report including the written evaluation and the proposed remediation plan.

If the superintendent agrees that the performance is unsatisfactory, the employee shall be notified in writing on or before February 1 that such employee has been placed on probation. The probationary period shall be for a period of sixty (60) school days and shall end on or before May 1. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

For classroom teachers on the new evaluation system, "unsatisfactory" shall mean a summative evaluation score of One (Unsatisfactory) for all teachers, and a summative evaluation score of Two (Basic) for classroom teachers on a continuing contract with more than five years of teaching experience, if the score has been received two years in a row or two years within a consecutive three year period.

The superintendent shall encourage, in writing, the affected employee to contact S.J.E.A. regarding their probationary status.

The written notice shall report: (1) specific performance deficiencies; (2) suggested specific reasonable program for improvement; (3) notice of the duration of the probationary period; (4) statement that the purpose of the probationary period is to provide the employee opportunity to improve the listed deficiencies.

When the probation letter is issued to the employee, the principal or designee shall meet with the employee to review deficiencies and required remedial measures. The principal or designee may designate a second District administrator to evaluate the employee and to assist with

remediation. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process, and this request must be implemented by including an additional experienced evaluator assigned by the ESD and selected from a list of evaluation specialists compiled by the ESD.

The principal or other administrator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee, in the areas of performance deficiency identified in the notice of probation.

9.4.2 Post-Probation Report

At the conclusion of the probationary period the administrator shall submit a written report describing the improvement or failure to improve. One of the following recommendations will be made:

1. The employee has successfully improved deficiencies to justify removal from probation.
2. The employee has demonstrated sufficient improvement of deficiencies to justify removal from probation but a letter is attached to identify specific needs for further improvement.
3. The employee has not demonstrated sufficient progress to correct the stated deficiencies; action should be taken to non-renew the contract.

9.4.3 Determination of Probable Cause

The superintendent will review the Post-Probation Report and determine a course of action. If the superintendent determines consistent with the evaluator's judgment, that the employee has not sufficiently improved stated deficiencies, written notice of probable cause to non-renew shall be issued to the employee on or before May 15th, as per RCW 28A.405.210 or for discharge under RCW 28.405.300.

9.4.4 Appeal Options

Within ten (10) calendar days after receipt of notice of probable cause to non-renew the employee may either request a hearing as per Washington Statute, or may request the matter be resolved through the grievance procedure. Only the procedural aspects of the evaluation process are subject to the grievance procedure. If the employee chooses the statutory process, then the employee shall not have the right to utilize the grievance procedure for the review of the superintendent's decision. If the employee chooses the grievance procedure, then the employee shall not have the right to utilize the statutory process for the review.

9.5 Short Form Evaluation

For non-classroom teachers only, after four (4) consecutive years of satisfactory evaluations, the District may perform a short-form evaluation process consisting of:

- A. Goal setting conference with principal to create a Professional Growth Plan by October 5th.
- B. One (1) 30 minute observation with a written summary by May 1st;
- C. Evaluation conference reviewing progress on Professional Growth Plan by June 1st.

Regular evaluation process must occur at least every fourth (4th) year.

Non-classroom teachers may request a regular evaluation process. No non-classroom teacher shall be required to participate in the "short-form" evaluation process.

Probable cause for non-renewal shall require the application of the regular evaluation process.

9.6 Student Test Scores

Student test scores shall not be used by the District as the sole basis for evaluating a certificated staff member's job performance. Additionally, student test scores shall not be used to determine compensation levels of certificated staff.

9.7 New Employee Mentor

Employees in their first three (3) years in the profession and in their first (1) year in the District shall receive a mentor for one(1) year. The mentor shall be paid a one thousand dollar stipend (\$1000) for the year to mentor. Mentors shall be assigned by the building principal.

9.8 Provisions specific to the classroom teacher evaluation process

9.8.1 The parties agree that an evaluation system for teachers has the following elements, goals, and objectives: "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

9.8.2. The parties have agreed to provide the following electronic link to OSPI's information regarding the teacher evaluation process: <http://www.k12.wa.us/tpep/>

9.8.3. Participants will have their performance evaluated according to the criteria and definitions created by the state in accordance to the adopted instructional framework CEL's 5D+2 instructional framework.

9.8.4. Evaluators shall rate teachers on the components of the CEL 5D+2 framework and generate a rating for the eight criteria (comprehensive evaluation) or one criterion (focused evaluation). Scoring of components and criteria shall be determined by an analysis of evidence, making an holistic assessment of the teacher's performance over the course of the year on the basis of a preponderance of the evidence.

9.8.5. Student growth data is considered by the state a substantial factor in teacher evaluation. Student growth data is defined as a measurement of student progress between two points in time, using multiple measures.

- 9.8.6. A teacher will select his/her own student growth goal and multiple measures which will be reviewed with the evaluator.
- 9.8.7. The sharing of a self-evaluation with an evaluator is optional.
- 9.8.8. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this CBA. Upon request, the District shall provide information to the Association with respect to the content and extent of the professional development provided. The training for evaluators shall include professional development designed to maximize rater agreement. In addition, no evaluator may be a member of the bargaining unit.
- 9.8.9. Prior to being evaluated under the new evaluation system, each teacher shall be provided professional development training relevant to the framework and evaluation process and specific evaluation criteria evaluated on. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Each teacher, within fifteen days of employment or fifteen days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher's position and track in the evaluation cycle.
- 9.8.10. Evaluation procedures not specifically addressed in state law will be governed by the provisions of sections 9.1 through 9.4 and 9.6 of the parties' current CBA. If a question arises over procedure, the parties will refer first to RCW 28A.405.100, <http://apps.leg.wa.gov/RCW/default.aspx?cite=28A.405.100>, second to the CBA.
- 9.8.11. The summative evaluation score for a teacher on focused evaluation shall be assigned using the summative score from the most recent comprehensive evaluation for that teacher. This score also becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher remains on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

ARTICLE X: ACADEMIC FREEDOM

10.1 Generally

No special limitations shall be placed upon study, investigation or presentation and interpretation of facts and concepts providing that the objectives are relevant to course content. Teachers shall strive to achieve objective scholarship.

Academic freedom involves commitment to the democratic tradition and a concern for the welfare, growth and development of children.

Accordingly, employees shall be guaranteed freedom in the classroom presentations and discussions and may introduce issues which have economic, political, scientific or social significance, or otherwise controversial material relevant to course content, provided they present factually and it is appropriate to the age of the learners.

10.2 Suitability of Subject Matter

If the objective scholarship of a presentation, subject matter or course content is challenged, the Board reserves the right to investigate and make a final decision. Included in the investigation may be an Executive Session, if requested by the employee, closed to the public to the extent permitted by state law, in which the teacher will be allowed to present a defense for the presentation, subject matter or course content before the decision is made. Failure to comply with the Board decision shall be cause for disciplinary action.

ARTICLE XI: DISCIPLINARY PROCEDURES

11.1 Discipline

No teacher shall be disciplined without sufficient cause. Dismissal shall be as provided by Washington Statute.

11.2 Disciplinary Meeting

Prior to a disciplinary meeting occurring, or any investigatory meeting that reasonably may lead to discipline, the teacher shall be advised of the right to representation and the purpose of the meeting. An Association member of the teacher's choice will be given release time to attend and no action shall take place without the required representation.

11.3 Progressive Discipline

The District will adhere to a policy of progressive discipline, which will follow the order below:

1. verbal warning
2. written reprimand
3. suspension with or without pay at the discretion of the District
4. discharge

In the event of a severe infraction, the District reserves the right to begin the sequence of progressive discipline at an appropriate higher level.

11.3.1 Six Key Tests

The parties agree that the following six items in the form of questions constitute a fair standard by which sufficient cause discipline cases should be measured.

1. NOTICE: Did the employer give the employee forewarning or foreknowledge of the possible or probable consequences of the employ's disciplinary conduct?"
2. REASONABLE RULE OR ORDER: "Was the employer's rule or order reasonably related to
(a) the orderly, efficient, and safe operation of the employer's business, and
(b) the performance that the employer might properly expect of the employee?"

3. INVESTIGATION: "Prior to the administration of discipline did the employer make a fair, open and reasonably comprehensive effort to determine if the employee had violated or disobeyed a rule or order?"
4. PROOF: "By virtue of the investigation did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
5. EQUAL TREATMENT: "Has the employer applied the rules, order and penalties even handily and without discrimination to all employees?"
6. PENALTY: "Was the degree of discipline administered by the employer in each case reasonably related to the seriousness of the employee's offense and the record of the employee in rendering service to the district?"

11.4 Parent/Student Complaints

Any complaint by a parent or student, which has the potential to be used in a disciplinary matter, will be reduced to writing and promptly shared with the teacher. Any complaint not reduced to writing and called promptly to the attention of the teacher will not be used in any disciplinary matter concerning the teacher.

11.4.1 Dismissal - Appeal

Dismissal of a unit member may be appealed according to Washington State Statute or arbitration as specified in Article XVI Grievance. Within ten days of the official notification of the teacher by the employer the dismissed person must state in writing if they elected arbitration there by waiving their right to utilize the statutory procedure. In the event they elect to utilize the statutory procedure they are barred from arbitration.

ARTICLE XII: PERSONNEL FILES

12.1 Generally

Subject to the requirements of the State Public Records Act, personnel files are confidential and shall be available to supervisors and confidential employees. An employee may request access to his or her file and such file shall be made available for inspection in the presence of the Superintendent or the Superintendent's confidential designee. Confidential references shall be removed prior to such inspection.

The employee and the Superintendent or designee shall sign an inventory sheet (Appendix 6) at the time of inspection to verify the contents of such file.

Duplicates of file material may be made for the employee upon request, to be provided within 24 hours.

12.2 Secret Personnel Files

The District shall not make secret personnel files.

12.3 Derogatory Materials

No references to a teacher's competence, character or manner shall be placed in the teacher's file without the knowledge of the teacher. The teacher shall date and sign such material to verify knowledge of filing; the teacher has the right to attach written comment to such material

and the signature and dating of such documents do not necessarily imply that the teacher agrees with the supervisor's remarks.

Teachers may request that any material of a derogatory nature (exclusive of evaluations) be removed. The Superintendent is not obligated to remove material from personnel files.

ARTICLE XIII: SALARIES, STIPENDS AND BENEFITS

13.1 Salaries

Salaries for employees subject to this Agreement during the term of the Agreement are contained in Appendix 7 of the contract, and shall be according to the Salary Allocation Model (SAM).

13.1.1 Initial Placement on the Salary Schedule

Placement shall be in accordance with the rules and regulations of the Office of the Superintendent of Public Instruction.

13.1.2 Experience Increments - All Teachers

Increment steps shall take effect on September 1 of each year during the term of this Agreement, provided that days worked in August as part of the coming contract year will be paid at a rate reflecting increment steps due to take effect that year. An employee shall receive increment credit and advancement on the salary schedule as long as recognized for payment by SPI rules.

13.1.3 Initial Placement on the Salary Schedule - Academic Credits

New teachers will provide the Business Office with a set of accurate transcripts of college courses as signed and certified by the training institutions. The Superintendent will evaluate such transcripts and place the teacher on the salary schedule according to the procedures and standards for placement as applied to existing staff. The salary schedule will be the state LEAP 1-S Allocation Schedule.

It is the responsibility of certificated employees to provide documentation of prior experience and /or academic credits. Failure of a new employee to do so by September 10th shall result in the teacher being placed on step one / column one for the September pay period. Final determination of placement on the salary schedule for the school year shall be based upon documentation received no later than October 15th. Such adjustments will be retroactive to September 1. Extensions may be granted by the Superintendent for extenuating circumstances beyond the employee's control.

13.1.4 Issuance of Employment Contracts:

Employment contracts shall be provided to certificated personnel by the first required workday of the new school year. Signed contracts are to be returned to the District Office within ten (10) calendar days of receipt. Revised contracts shall be issued on or before November 1st based on documented experience and /or credits earned and provided to the district by October 15th.

13.1.4.1 Issuance of Paychecks

All paychecks are processed through electronic deposit procedures. This process shall be mandatory for all employees, including classified staff, without exceptions, including substitutes. Employees have the responsibility to provide to the district the required deposit information and/or changes in such information in order to receive paychecks.

The payroll period for substitutes shall be from the first of each month through the end of the month.

All compensation owed to a teacher who is leaving the District shall be paid no later than the end of the next payroll period.

13.1.5 Salary Compliance

- A. The maximum allowable by the State will automatically be applied to the salary schedule.
- B. In the event the District is under State compliance, the district will provide an upward adjustment to achieve maximum compliance allowed by the State. In the event that the district is found to be above the level allowed by the state, the base salary will be reduced to bring the district back into compliance. In such a case employees will be given notification two months in advance of any downward adjustment and the "overage" will be returned to the district in the same length of time that it was paid out to employees. The salary settlement intent is to grant a salary increase that will be at the maximum legally allowable level.
- C. Employees are responsible for providing the District accurate records for salary compliance (Section 13.1.7 – Education Credits), and for checking the accuracy of employment contracts before signing annually. The District shall make corrections regarding salary compliance within the contract year when requested by an employee, and when such corrections are legally appropriate. The District shall make corrections regarding salary compliance for the previous school year when the employee makes such a request by September 15th of the current school year, and when such corrections are legally appropriate. In general the District will not make corrections regarding salary compliance for years beyond one year prior to the current school year, however an appeal may be made to the Superintendent when special circumstances exist.

The employee handbook will include information about how credits and experience are calculated for salary placement purposes. New employees will have a conference with the personnel coordinator to review credits/experience and salary placement. Current employees will receive a credit/experience summary annually with the employment contract.

13.1.6 Increments

Increments for experience, education, and Master's and Doctorate degrees will be in accordance with the index shown on the salary schedule.

13.1.7 Education Credits

- A. Education credits will be granted for clock hours or credits from a four -year degree-granting institution or other SPI approved agencies and for courses taken at community colleges or classes accepted by SPI or SBE for college or clock hour credit. One-quarter hour of university credit shall be granted for each ten hours of class, workshop, or laboratory experience recognized by SPI or SBE for salary credit or clock hours.
- B. Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence *must* be in the form of official college or SPI approved agency transcript letter or report for credit in-service or clock hours and should be filed with the District's business office no later than October 15th. Extensions may be granted by the Superintendent for extenuating circumstances beyond the employee's control.

13.1.8 Experience Credits

- A. Credit shall be given for experience and will be granted in accordance with SPI rules. Classification on the salary schedule for experience shall be in accordance with SPI rules. It is the responsibility of the employee to secure signed proof of prior experience.
- B. Experience credit shall be given for military, Peace Corps, VISTA, or sabbatical experience that interrupts teaching in accordance with SPI rules. For vocational instructors who hold no degree, experience will be granted in accordance with SPI rules.

13.1.9 Compensation for Recognized Substitutes

The rate of pay for casual substitutes is one hundred forty (\$140) dollars per full day of employment. Represented substitutes who work more than sixty (60) days in a given school year shall receive one hundred fifty-five dollars (\$155) per full day of employment commencing on the sixty-first (61st) day of service for that year. Substitutes who work more than twenty (20) consecutive days in the same assignment shall be placed on the salary schedule, with commensurate TRI and benefits, beginning on the twenty-first (21st) day of service in that assignment, for the remainder of that assignment. The parties further agree that these are the sole rights accruing to represented substitutes covered by this Agreement.

13.2 Supplemental Compensation – Time, Responsibility and Incentive Pay

In addition to the base contract, Association members will be offered a supplemental TRI contract that will be paid in twelve (12) monthly installments in recognition of their fulfillment of additional responsibilities.

The additional commitment required of San Juan Island certificated staff cannot be accurately measured in hours or days. The Responsibility Stipend is provided to compensate Association members for the responsibilities listed below that occur outside of mandated contract time. The amount of time outside of the contracted work day and work year necessary to fulfill these responsibilities will vary from one staff member to another, as determined by the individual's own professional judgment and personal choice.

- a. Preparation prior to the start of the school year

- b. Check out work related to the end of the school year
- c. Conferencing/communicating with students or parents
- d. Supporting school/student activities
- e. Providing individual help to students
- f. Assessing student work
- g. IEP development and paperwork
- h. Workshops, classes, and inservice work
- i. Researching educational materials and supplies
- j. Improving and maintaining professional skills
- k. Preparation and revision of materials
- l. Planning in areas of instruction and curriculum
- m. Working with technology related to educational practices

The Responsibility Stipend is attached in Appendix 7-B, and shall be calculated at 23% of the 2016-17 base contract (SAM) beginning in the 2016-17 school year. At the conclusion of the 2016-17 school year, the Responsibility Stipend will partially sunset to the level of 21%. Payment of this Responsibility Stipend beyond the 10% level is contingent on continuing levy passage. In the event the District suffers a double levy loss, the obligation to provide the additional TRI stipend (above 10%) shall be automatically suspended, pending successful passage and first collection of a new levy.

Employees are required to attend four local TRI Days as part of the Responsibility stipend above. During the first two (2) TRI Days, the equivalent of two half-days shall be scheduled for individual employee time to set up for the start of the school year. These days shall be scheduled no earlier than the week prior to the commencement of the school year, and no later than the last student day.

The third TRI Day shall be calendared by mutual agreement per Section 5.1 and Section 5.2, with one half of the day scheduled as District directed time and one half of the day as individually directed time. The fourth TRI day or the equivalent of 7.5 hours shall be scheduled within the existing 183 day calendar.

At the conclusion of the 2016-17 school year, the 4th TRI day or the equivalent of 7.5 hours will sunset to the level of 3 TRI days.

Compensation for these supplemental days shall be included in the TRI salary schedule in Appendix 7-B (referenced above). Section 13.4.1 shall apply to how part-time employees are compensated under this section.

Staff not able to attend the TRI Days above, due to illness or bereavement must use the appropriate leave. Itinerant staff and specialists may be allowed, with approval of their immediate evaluating supervisor, to substitute for any or all of these days another workshop, data review and assessment, or in-service activity that may be more appropriate to their needs. Building staff may also, with approval of their evaluating supervisor, substitute for any or all three of these days another workshop, data review and assessment, or in-service activity.

13.2.1 Technology Training/Study

This stipend recognizes that technology is continually changing and that training needs are constant and required on a daily, weekly, monthly yearly basis. These training needs are individualized depending on employees' assignment, changes in curriculum and changes in instructional tools.

This stipend is contingent on continuing passage of the District's technology levy. Employees shall be entitled to receive up to 7.5 hours of compensation at per diem rate for training

activities related to implementation and integration of the District's technology systems and programs. These hours shall be documented on a timesheet submitted with the Technology Training Form (Appendix 12) on or before June 30 each year describing the training activities and date or dates worked.

13.2.2 TPEP Implementation Support

Teachers who have transitioned onto the new evaluation system (TPEP), during their first two years on the new system, shall be entitled to receive either one day of release time or one-half day of supplemental pay at the teacher's per diem rate of pay for the purpose of TPEP-related activities. Qualifying activities include:

- Self-assessment and goal-setting
- Development of area of focus
- Gathering evidence of student growth
- Analyzing the impact of student growth
- Study of relationship between evaluation rubrics and classroom practice
- Other implementation and support activities

Supplemental pay, if selected by the teacher, shall be documented on a timesheet indicating the qualifying activity(ies) engaged in. Release time, if selected by the teacher, shall be documented on a form indicating the qualifying activity(ies) engaged in.

13.3 Per Diem Salary

Per Diem pay is computed by dividing the contracted salary by number of days in the base contract. Hourly pay shall be computed by dividing the daily rate by the length of the normal school day, which is seven and one-half (7.5) hours.

13.4 Extra Duty Pay

Teachers assigned to teaching or administrative duties during planning periods shall be compensated at the rate of \$35.00 for such duty. Curriculum rate, beyond per diem days, shall be compensated at \$35.00 per hour.

13.4.1 Part-time Employees – Additional Pay for Additional Work

Part-time employees will be expected to attend full time for professional development (LID days, local days, early release, etc.) upon the request of their building principal, and will be paid at their per diem hourly rate for their attendance.

13.4.2 Super FTE

Beginning in 2014-15, those working more than 1.0 FTE assignments will receive commensurate base salary pay and a stipend of \$800 for 0.2 overload, prorated for lower overloads (e.g., \$400 for a 0.1 overload).

13.4.3 Stipend for Early Notification of Retirement/Resignation

The District shall provide a five hundred dollar (\$500) stipend for employees who provide the District with early notification of their resignation from District employment effective at the end of

their current contract year. In order to receive this stipend, the employee must submit written notification to the Superintendent's office by close of business on February 1st.

13.5 Endorsement Costs Reimbursement

The District will reimburse tuition, fees, travel costs (consistent with District policy and this Agreement), and materials, for any employee who is required by the District to obtain an endorsement to his/her teaching certificate.

13.6 Travel

All travel must be approved five (5) days in advance by the principal or the Superintendent.

Travel benefits may be offered on a reduced basis upon the Superintendent's judgment. Such reduction shall be for budgetary or other reasons related to the overall priorities of the District.

13.6.1 Transportation

The District shall, when possible, require the use of a school vehicle. If such vehicle is not available, private vehicles may be used with the Superintendent's, or his/her designated representative's approval. The District may require that travel be coordinated to allow for combined travel. The user of a private vehicle will be asked to pool on a voluntary basis when appropriate. Approved private transportation mileage shall be reimbursed at the "IRS government rate" as per school board policy. Ferry travel shall be reimbursed at the commuter rate. Teachers are encouraged to secure ferry tickets in advance from the District Office.

Commercial transportation may be required at the discretion of the Superintendent and shall be paid for by the District.

13.6.2 Meals

The costs of meals associated with approved travel shall be reimbursed at a "IRS government rate" as per school board policy.

13.6.3 Other Expenses

Lodging expenses, parking fees and conference fees previously approved and arranged by the principal will be paid by the District.

13.7 Insurance Benefits and Plans

- A. 1. The District shall provide group plans for dental, medical and vision insurance. Participation in the dental plan is required of all employees. Participation in the vision plan is required of all employees .5 FTE and above. Employees working 8 hours or more per week may participate in the medical plans. Substitute teachers are not eligible to participate.
2. The District will pay the premium for long term disability insurance for any employee working .466 FTE or greater.
3. For all employees, the contribution will be first applied to the required dental plan.
4. Of the remaining amount, the employee must first apply the balance to vision (except employees less than .5 FTE) and second to medical. Vision insurance is only available to employees .5 FTE or greater.

- B. The District will contribute to an insurance pool in the amount equal to the full State benefit allocation for each employee, per FTE. Additionally, the District will contribute to the pool the premium for long term disability insurance as specified in A.2 above.
The District shall pay the full cost of the monthly HCA retiree subsidy out of local District funds.
- C. An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine their allocations for the purchase of a single insurance plan to offset the employees' out-of-pocket costs for medical insurance premiums (e.g., the purchase of one "employee plus spouse" plan rather than two "employee only" plans). The unused portion of the combined insurance allocations shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single insurance plan shall be charged to each insurance pool.
- D. Each employee shall pay at least 1% per month toward their medical insurance premiums. All employees selecting richer benefit plans shall pay higher premiums, and the District and Association shall make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums. Any portion of the employee's insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other employees with out-of-pocket medical insurance premium costs exceeding 1% per month. In November of each year, this monthly pool amount will be calculated and then recalculated in March (for subsequent distribution adjustments). Each employee with allowable out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the employee's out-of-pocket costs for the premiums, or until the pool is exhausted, whichever comes first (commonly referred as "pooling by rounds"). Upon request, the District shall provide a report to the Association identifying the amount of the pool, and the amounts distributed to employees.

13.8 Selection of Plans

The District and the Association will mutually agree on insurance plans. The District and Association shall agree to plans that meet the responsible contracting standards of state law: a fair, prudent, accountable and documented competitive procedure for plan selection, including an open process unless an open process would compromise cost-effective purchasing. Employees will be offered at least one qualified high-deductible health plan (HDHP) and health savings account (HSA); at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees; and health plans that promote health care innovations and cost savings and significantly reduce administrative costs. The Association agrees to indemnify and hold the District harmless from all claims against it due to any problem arising from the specific provisions of any carrier, policies and changes therein.

13.9 Section 125 Plan

The District agrees to maintain a Section 125 Plan for the payment of insurance premiums for those employees who have out of pocket expenses for policies listed in this contract. Funds shall

be available 30 days after deducted from paycheck. The district also agrees to offer approved VEBA plans for retiring employees.

ARTICLE XIV: LEAVES

14.1 Illness, Injury and Emergency Leave

Certificated employees under contract for the school year will receive twelve (12) days' annual leave for illness, injury, and emergency leave. Unused days shall accumulate to the extent allowed by law. Less than full-time (partial year or fraction FTE) employees shall be allowed illness, injury, and emergency leave on a pro-rated basis.

A. Illness and Injury Leave:

1. The principal may, in the event he/she sees a pattern of regular, excessive, or unusual absences, require a physician's certificate and proof of the disability causing the absence.
2. Illness or disabilities caused by, or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are considered temporary disabilities and will be treated as other personal illness or disability.
3. Employees wishing to take an extended leave for disability purposes may request a leave of absence. Upon return from leave the employee shall be placed in the position last held or a similar position in the District.
4. Medical-dental appointments with doctors off-island will be considered sick leave.

B. Emergency Leave:

1. Emergency Leave shall be granted from an employee's accumulated sick leave for emergencies as defined in the following:
 - a. The problems must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity for the absence.
 - b. The problem must be one of major importance and not a mere convenience.
2. Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in each school office and addressed to the Superintendent of Schools. A completed form for Emergency Leave shall be submitted to the Superintendent within five (5) days after the return to duty. The Superintendent shall notify the employee of the determination within five (5) days of receipt of application.

The application shall disclose the general purpose for the leave request in sufficient terms to establish compliance with the criteria contained in Section B 1(a) and 1(b) above. Requests meeting said criteria shall be approved.

3. It is not the intent of this Emergency Leave section to provide or expand upon or to add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

14.1.2 Sick Leave Accumulation

Teachers with qualifying prior Washington State experience will be credited with the balance of unused sick leave days in the District up to a total number of days as per Statute.

14.1.3 Attendance Incentive Program

Each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty days to monetary compensation at the rate of 25% of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the Superintendent during the month of January.

Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of state law.

Employees who separate from employment and who are eligible for sick leave conversion under state law may elect (personally or through their personal representative as appropriate) to convert all eligible, accumulated, unused illness, injury or emergency leave to monetary compensation. Such requests shall be made in writing to the Superintendent. The District will provide the due monetary compensation as soon as practicable.

14.2 Bereavement Leave

Up to five (5) days per occurrence shall be granted with pay for bereavement of a relative or close personal friend who has the status of a family member. Such leave is non-cumulative.

14.3 Personal Leave

Every employee shall be allocated three (3) personal days with pay per year to be used for personal, business. The employee determines what constitutes personal business. Notification shall be made in advance, if possible, to the employee's supervisor (except in cases of emergency).

Employees may carry a balance of unused personal days not to exceed five (5) days in any contract year. It is recognized that periodically employees have a need to use extended personal leave for such purposes as attending graduations and other family ceremonies, participating in college/university visitation trips with children, and for attending other special events or meetings. Utilization of personal days in excess of two days in a row requires the prior approval of the employee's supervisor, and approval is contingent upon the availability of substitute teachers.

An employee shall be allowed to cash out his or her unused personal leave days at the daily substitute rate. Due to state law, employees covered by the TRS Plan I shall document seven and one-half (7.5) hours of additional service for each day cashed out. All personal leave cash

out requests must be submitted to the Superintendent's office by the final day of school. Compensation for personal leave cash out will be included in the employee's August paycheck.

14.4 Judicial Leave

Teachers are granted judicial leave when called for jury duty. If summoned as a witness or codefendant with the District, paid leave will be granted.

14.5 Maternity/Paternity, Adoption and Child Care Leaves

14.5.1 Maternity/Paternity Leave

The teacher shall be granted leave without pay and the option to use unexpended sick leave for any temporary disability period.

A certificated employee may request and may be approved for a leave of absence up to a period of one (1) year. An additional one (1) year of unpaid leave may be granted for the purpose of childcare, upon notifying the District by letter on or before March 15. No combination of leaves and extensions shall exceed two (2) consecutive years, except if the leave begins in the third trimester of the school year, in which case the leave cannot exceed the two (2) consecutive school years following the end of the school year when the leave started.

14.5.2. Adoption Leave

Up to five (5) days of paid leave will be granted per year in order to finalize adoption procedures if said procedures and travel make such leave necessary. Note: See Section 14.12 Family and Medical Leave.

14.5.3 Child Care Leave

Up to one (1) year unpaid leave may be authorized at the discretion of the District. Extensions may be approved per Section 14.7, #5.

14.6 Military Leave: Reserves

Members of National Guard or Reserves are entitled to leave with pay for up to twenty-one (21) days for required military duty, training or drills. A sincere effort must be made to schedule such service during the summer vacation.

The leave will be without loss of other accruable leave benefits.

14.6.1 Military Leave: Active Duty

Leave without pay shall be granted for the active duty period whether or not a national emergency has been declared. Experience credits of up to two years will be granted if the teacher returns to the District at the beginning of the next school year after release from military duty. Experience credits for the first two years will accrue as with regular service. Additional time may be granted at the discretion of the Board.

Special consideration may be given to teachers who enlist in a national emergency.

Re-employment is contingent upon notification of the District of intent to return at least four (4) months prior to the start of the next school year. A teacher may teach in another district for the interim period. There will be no guarantee of position placement except that the teacher is guaranteed a position requiring not less than the hours contracted before the leave.

Benefits will not accrue during the leave except that all accumulated sick leave and other benefits will revert to the teacher upon return to the District.

14.7 Unpaid Leave of Absence

The parties recognize the value of unpaid leaves of absence to employees' health and job satisfaction. Additionally, the continuity of the instructional program is a priority, including the ability to attract replacement employees to the Island, and retain a stable pool of long-term employees. Accordingly, leaves are given careful consideration.

Unpaid leaves of absence may be granted for the following reasons:

1. Study or research as demonstrated by a transcript or educational plan,
2. Foreign teaching in the U.S. Government service,
3. Exchange teaching on an approved assignment,
4. Health or medical reasons, including but not limited to Maternity/Paternity/Adoption leave as referenced in Section 14.5
5. Special situations, including a leave extension up to an additional year, as recommended by the Superintendent's Office in consultation with Association Leadership.

Approval must be recommended by the Superintendent and approved by the Board, contingent upon finding a teacher for a limited term assignment acceptable to the District. Such substitute limited term teacher must be willing to teach on a non-renewable contract for the duration of the leave.

Benefits will not accrue during the leave except that all accumulated sick leave and other benefits will revert to the teacher upon return to the District. However those granted a leave for exchange teaching will continue to be provided with health benefits so long as the foreign teacher is provided with health benefits by their permanent employer.

The certificated employee who is granted a leave of absence may continue to participate in District/Association approved insurance programs by reimbursing the District for all premiums, provided it is allowable by district benefit providers. Benefits, including per diem sick leave, shall not accrue during unpaid maternity, or child care leave. Teachers who return from such leave will be granted unused accrued benefits at the time of return to service.

Re-employment is contingent upon written notice of intent to return the following year on or before March 15. There will be no guarantee of position placement except that the teacher is guaranteed a position of not less than the hours contracted before the leave; provided however, that re-employment pursuant to his section is subject to the operation of Article XV (Reduction in Force).

14.8 Association Leave

The District shall grant leave with pay for employees designated by the Association as representing the Association in the transaction of official Association business. Normally, the Association shall notify the Superintendent three (3) days prior to an employee taking this leave. The first six (6) days shall be paid by the District, in addition to release time for negotiations. The Association shall reimburse the District for any release time in excess of six (6) days for purposes

other than to conduct negotiations with the District. Association leave is limited to 37.5 hours annually for any one person, unless an exception is approved by the Superintendent.

14.9 Lesson Plans

During short-term leaves, the teacher is responsible for preparing adequate lesson plans for the substitute.

14.10 Sabbatical Leave

Non-paid Sabbatical Leaves of up to one (1) year may, at the discretion of the Board, be granted for advanced academic pursuit, field study, or research as approved by the Superintendent.

The applicant must have served five (5) or more years in the San Juan Island School District preceding the application. After returning to the District from a Sabbatical Leave, the applicant may not apply for another leave until completion of five (5) more years of service.

Applications for Sabbatical Leave must be filed with the Superintendent by January 15th of the school year preceding that during which leave is desired. The application must include the academic field, or research study program planned. The candidate for a Sabbatical Leave shall be notified by the following March 1st whether such leave is granted or denied.

Normally, no more than one (1) bargaining unit employee may be granted Sabbatical Leave during any fiscal year.

Employees who are granted a Sabbatical Leave will have their family medical and employee only dental plan premiums paid by the District while the employee is on leave.

The applicant must guarantee in writing that he/she will return to the District for a period of at least two (2) years following the leave. If the employee fails to return at the expiration of the leave to perform a minimum of two (2) years service, all medical and dental benefits paid during the leave will become immediately payable to the District.

Each employee returning from Sabbatical leave will be placed in a comparable position as determined by the Superintendent. Employees on sabbatical leave remain subject to possible reduction in force. Additionally, each returning employee will file with the Superintendent a report stating the courses taken, credit received, experience gained, and appraisal of the professional value of the Sabbatical Leave.

14.11 Illness, Injury and Emergency Leave Sharing

Employees may donate Illness, Injury and Emergency Leave to another employee subject to the following:

- A. The donating employee must have an accrued Illness, Injury and Emergency leave balance of more than twenty two (22) days.
- B. The donating employee may be allowed to grant up the number of days in excess of that employee's minimum leave balance during any twelve (12) month period.
- C. The donating employee cannot request a transfer which would result in his or her Illness, Injury and Emergency leave account going below twenty two (22) days.

- D. To qualify for days under this provision a receiving employee must comply with the following conditions: 1) he/she must suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment; ii) the superintendent/designee determines that the receiving employee's absence and the use of the shared leave are consistent with state statute; iii) the receiving employee has depleted, or will shortly deplete, his/her Illness, Injury and Emergency leave; and iv) the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
- E. The Superintendent/designee shall monitor the process by which an employee may receive leave under this section. However, an employee shall not receive more than a total of 522 days consistent with state statute.

14.12 Family and Medical Leave

The District recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. All terms and conditions stated herein shall be consistent with applicable statutes.

Each eligible district employee shall be entitled to up to twelve (12) weeks of unpaid leave in order to:

1. Care for the employee's newborn, newly adopted, or newly placed foster child; or
2. Care for the employee's family or household member with a serious health condition; or
3. Care for the employee's own serious health condition involving inpatient care or continuing treatment by a health care provider.

During such unpaid leave, health benefits will continue to be provided by the district at district expense, but no seniority or other benefits shall accrue to the employee. Eligible employees are those employees who have worked for the district for at least one year and who completed at least 1250 hours of district service during the year prior to the one in which the leave is requested.

Family and medical leave taken in accordance with this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or designee, or where intermittent or reduced leave is medically necessary. The superintendent may require written verification of the employee's need for taking family and medical leave. The District may, at District expense, obtain the opinion of a health care provider concerning the application. An employee applying for family and medical leave must provide notice to the district thirty (30) days in advance, except where such notice is not possible, in which event notice shall be provided as soon as practical under the circumstances.

Upon return to the district from authorized family and medical leave, the eligible employee will be restored to the same position or another position with equivalent pay, benefits, and other terms and conditions of employment. Eligible employees are not entitled to restoration to an employment position with the district if an employee's specific job has been eliminated due to restructuring or a reduction in force resulting from lack of funds or lack of work. The eligible employee may also be denied restoration to their former position if they have taken a position with another employer, or fails to return on the established ending date of the family or medical leave without the superintendent's approval. District instructional staff

may be required to delay their return from family and medical leave to the beginnings of the next semester, in accordance with applicable law. Further, instructional staff may be required to transfer to another position with equivalent pay and benefits when intermittent or reduced-schedule leave is requested and approved or is medically necessary.

14.13 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 in the employee's personnel file.

The District will assist staff by:

1. Providing opportunity for staff to obtain immunization 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 employees 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 (this option is only available at the discretion of the District).
3. The employee engages in alternative educational work activities as identified by the District at some time acceptable by the District and the employee other than during the period the employee would have otherwise been performing his/her regular work functions (this option is only available at the discretion of the District).
4. Some combination of 1) and 2), above, or 1) and 3) above that is acceptable to the employee and the District.

ARTICLE XV: REDUCTION IN FORCE

15.1 General

Prior to January 15th of each year, the District shall provide each certificated employee with a statement of his/her standing in accordance with Section 15.2 (seniority) and Section 15.3 (certification/endorsement) herein, as recorded in his/her District personnel records.

Each certificated employee shall, prior to February 15th, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service and certifications/endorsements in accordance with Sections 15.2 and 15.3 herein. If the statement is not returned by February 15th of the current year, the statement shall be deemed correct.

The final seniority and certification/endorsement list will be published and distributed to employees and the Association by March 1st.

If it becomes necessary for the District to reduce the number of certificated employees due to lack of funds, the determination of those certificated staff to be retained shall be made on the basis of seniority and certification/endorsement, provided that employees holding provisional contracts are non-renewed prior to the implementation of a reduction in force. It is understood that if a position is to be filled, and the only employee eligible to fill that position is a provisional employee, that employee would not be non-renewed. In this case, "eligible" is defined as the most senior appropriately certificated/endorsed employee per Sections 15.2 and 15.3 herein.

If a provisional employee is non-renewed for any reason other than not successfully completing a plan of improvement, including financial reasons, s/he will receive a letter of reference from the District stating that the non-renewal was for financial, not performance reasons.

If the District conducts a reduction in force under this article the following procedure will be used:

- 15.1.1 Determine a modified educational program based on the projected reduction in staffing. The modified educational program shall take into consideration determination of the specific services, and activities to be retained.
- 15.1.2 Determine, as accurately as possible, the total number of certificated staff known as of April 15th to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal (including all employees who are provisional). These vacancies will be taken into consideration in determining the number of available positions for the following school year.
- 15.1.3 Assign employees to appropriate positions, subject to the provisions of this agreement and state law and state regulations.
- 15.1.4 No later than May 1st make an initial determination of probable cause under RCW 28A.405.210 and 220 and identify the names of any certificated employees whose contracts will tentatively be non-renewed for the ensuing school year. This will be done on the basis of seniority, certification/endorsement, and the Stuart Island provision as described herein and shall be furnished to the recognized certificated employees' organization and any affected certificated employees. Specifically, the District shall reduce from the lowest point on the seniority list first. Employee qualification for retention shall be based on certificate/endorsement status. No senior teacher whose current position is not reduced shall be involuntarily transferred to create a vacant position for a less senior employee.
- 15.1.5 Any such certificated employee on this list, may, in writing, within five (5) days of receipt of the list, file with the Superintendent his/her objection to the ranking order and may request consideration for modification of the same provided such individual includes in his/her written request a full statement as to the facts in support of his/her contention that the list be modified. If the Superintendent rejects the individual's request for modification of the list, he or she shall so notify such individual and the recognized certificated employees' organization within five (5) days thereafter.
- 15.1.6 No later than May 15th, or, if the omnibus appropriations act has not passed the legislature by May 15th, then June 15th, identify the names of certificated employees to be nonrenewed under the District's reduced program and services, provide a list of said employees to the recognized certificated employees' organization, and provide appropriate notification to affected employees in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

15.2 Definition of Seniority

- 15.2.1 "Seniority" shall mean the number of years of certificated experience in Washington State, calculated and rounded to the tenth. Employees on leave will have the seniority accrued at the time they discontinued active service to the District credited to them, unless otherwise provided in this Agreement. Current employees of the San Juan Island School District as of September 1, 2008 shall be credited the amount of seniority documented as of that date and accumulated under the previous seniority system. Seniority is calculated as that amount of experience which would be credited to the employee upon completion of the current school year, i.e., the year in which the list is being published. Any unpaid leave will be deducted from the total credited seniority. Deduction of unpaid leave taken through April 15th shall be the sole reason for any change to the current year's seniority list. After April 15th, unpaid leave shall not result in change to the current year's list, but shall impact the employee's future seniority credit.
- 15.2.2 In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preference.
- 15.2.3 In the event that more than one classroom teacher has the same seniority ranking after applying the above provisions, the determining factor will be whichever teacher obtained the highest overall comprehensive summative performance evaluation rating (comprehensive or focused) on his or her evaluation for the prior year.
- 15.2.4 In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association in attendance.

15.3 Definition of Certification/Endorsement

Certification/endorsement shall be determined by the District based upon the Revised Code of Washington (RCW) (State Law) and the Washington Administrative Code (WAC) (State Regulations), including any current WAC required endorsements.

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

15.4 Stuart Island

Certificated employees employed on Stuart Island shall be treated as a separate category. Such employee(s) shall be eligible for retention within the Stuart Island category based on seniority and certification/endorsement. Additionally, once an employee has accrued seniority

on San Juan Island, that employee's total seniority shall be counted in both categories and that employee shall be eligible for retention in either category based on seniority and certification/endorsement.

15.5 Leaves

Upon determination that the involuntary nonrenewal of certificated employees will be necessary, certificated employees who are not RIFed shall be invited to apply for one-year leaves of absence without pay. The Superintendent shall recommend favorable action to the Board for any such applicant whose position can be adequately filled from within the district if the granting of such leave should make it possible to grant a contract to a terminated employee from the employment pool, referred to in Section 15.1.6. Employees taking one-year leaves of absence shall be responsible for providing the district with mailing addresses and any changes thereof during their leave period. The employee on leave will be required to notify the District office by letter of his/her desire to return to a teaching position for the next ensuing year by March 15th of the year in which the leave will expire.

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee who receives a special leave of absence.

15.6. Recall Procedure

Any certificated employee receiving written notice of contract non-renewal pursuant to the provision of this section shall be placed in an employment pool for possible re-employment until such time as either the affected employee turns down employment equal to or greater than he/she was reduced from, or the affected employee fails to notify the District of his/her acceptance of an offered position within ten (10) days from the date of mailing of the job offer as in Section 15.6.3 below. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the RIF shall not remove an employee from the employment pool.

Employment pool personnel will be offered any position that becomes available for which he/she is certified/endorsed. If more than one such employee is certified/endorsed for an open position, the criteria set forth in Paragraph 15.2 above shall be applied to determine who shall be offered the position, the employee with the most seniority offered first right of refusal to the position.

In the case that an employee who had previously earned continuing status with the District is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.

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

- 15.6.1 All qualified employees who have been placed in the employment pool shall first be recalled if they hold the appropriate certification/endorsement, as defined above, before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by seniority, for positions for which they hold certification/endorsement. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full-time position.

- 15.6.2 Certificated employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time certificated employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all eligible certificated employees (full and part-time) with greater seniority. In such a case that an employee is initially recalled into a position of lesser FTE than that from which s/he was laid off, that employee will retain recall rights to any new position for which they are certificated/endorsed, or additional FTE for the position they have accepted, until they are restored to their former FTE status or the recall period applicable to the employee expires.
- 15.6.3 When a vacancy occurs for which any such person in the employment pool is qualified, notification from the school district to such individual will be by certified mail sent to employee's last known address, or personal delivery, in writing, by the Superintendent or his/her designee. Such individual shall have ten (10) days from date of mailing or personal delivery to accept the position, whichever shall occur first.
- 15.6.4 An employee in the recall pool shall maintain employment status with the District for two (2) years immediately following August 31 of the year the employee is laid off. Such employment status may be extended upon employee request at the discretion of the Board.
- 15.6.5 Substitute teaching positions shall be offered to interested teachers in the employment pool, in rotating alphabetical order, before any other person is offered such a position.
- 15.6.6 Insurance eligibility and benefits may be continued where permitted by insurance company agreements at the employee's own expense.

15.7 Layoff Benefits

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

15.8. Applicability of Grievance Process

Nothing contained herein shall be interpreted to abrogate the rights of any certificated employee to access the grievance procedure contained in the Agreement.

ARTICLE XVI: GRIEVANCE

16.1 Definition and Purpose

A grievance is a formal complaint concerning the application of the terms of this Agreement. All parties shall make a good faith effort to solve such complaints at the lowest possible level of the grievance procedure.

16.1.1 Investigation of Grievances

Investigation of grievances shall, when possible, take place outside of working hours. If necessary, the Superintendent may authorize such investigation during working hours provided that such paid time is used in an economical manner.

16.1.2 Administration and Association Cooperation

The Administration and the Association will furnish each other such information requested for the processing of any grievance. Additionally, the parties agree that certain grievances may commence at the Superintendent's level when mutually agreed to by the grievant and the Superintendent.

16.2 Resolution Procedure (Step 1)

The aggrieved teacher shall promptly attempt to informally resolve the grievance with the principal. If the grievance cannot be resolved informally, the teacher may proceed to Step 2.

16.2.1 Written Grievance (Step 2)

The grievance shall be clearly and concisely written using the form labeled Appendix 9. The written form shall describe the following allegations:

1. Agreement provisions involved.
2. Date of occurrence or first knowledge (known or reasonably should have known) of occurrence.
3. The parties involved.
4. Facts/issues upon which the grievance is based.
5. Proposed remedy.

The grievance will be waived unless filed within thirty calendar days from occurrence/first knowledge (known or reasonably should have known) of the facts.

An Association member may accompany the teacher when presenting the grievance.

Duplicate copies of the grievance will be filed with the principal who shall sign both copies and return one copy to the teacher.

The principal will respond in writing within five (5) days using the form in Appendix 10; a copy will be sent to the teacher and the Superintendent. If the grievance is not satisfactorily resolved at Step Two the teacher may appeal at step Three.

16.2.2 Appeal to the Superintendent (Step 3)

Within five (5) days following the deadline for the principal's reply the teacher may appeal the grievance to the Superintendent.

The Superintendent will schedule a hearing within five (5) days of receipt of the written appeal of the grievance.

An Association member may accompany the teacher when presenting the grievance.

The Superintendent will provide a written decision on the grievance within five (5) days following the hearing. Copies will be sent to the teacher and the Association. If the grievance is not satisfactorily resolved at Step Three, the teacher may appeal at Step Four.

16.2.3 Binding Grievance Arbitration (Step 4)

Within fifteen (15) days following the deadline for the Superintendent's reply the Association may appeal the grievance to binding arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association.

Within five (5) days following the receipt of the notice to appeal the grievance to binding arbitration, the President of the Association shall meet to establish a schedule of preferred dates for arbitration and to notify the American Arbitration Association of the request to proceed with the matter.

Arbitration shall proceed under the Voluntary Labor Rules of the American Arbitration Association. Such rules provide for the ranking and selection of an arbitrator, procedures of the hearing and follow-up through the writing of the opinion.

All rulings and findings of the Arbitrator are limited to interpretations of contract language unless such language is in violation of the Statutes. The Arbitrator shall use the most common meanings of language when ruling upon the merit of the grievance.

The Arbitrator's decision shall be final and binding on both parties.

16.2.4 Arbitration Costs

Parties shall split the arbitrator fees. The District and the Association will each bear their own costs including attorney fees.

16.3 Timely Filing

All grievances and appeals of decisions must be filed and receipted within the prescribed time periods herein or the grievance shall be without standing and shall be dismissed from further consideration. Except for the specific reference to "calendar days" in section 16.2.1, all references to days shall be Business Office working days.

16.4 Exceptions

The grievance procedure shall not apply in any instance where the Board is limited in power to resolve the matter because of law, governmental regulations or specific policies of insurance carriers.

16.5 Personnel Files

All documents proceedings and records of grievance actions shall be filed apart from personnel files.

16.5.1 Hold Harmless

Teachers shall be held harmless from reprisal by the District for participation or for filing of any grievance. The District shall be held harmless from reprisal by the Association for actions taken consistent with this procedure.

16.5.2 Duration

Grievances shall be brought through to resolution regardless of the fact that this Agreement may have expired during the grievance period.

ARTICLE XVII: MISCELLANEOUS

17.1 Employee Safety

Both the district and SJEA acknowledge the importance of maintaining a safe and orderly environment in the schools of the district. At the start of each school year employees shall be made aware of their rights and obligations associated with RCW (s) 28 A.600.020 and 9.41.280, WAC 392-400-290, and Board Policy # 3310. During staff meeting time at the start of the year, the District shall conduct a thorough review of District and building discipline plans, followed by at least two scheduled check-ins at subsequent staff meetings to address any discipline procedure issues that may have arisen.

17.2 Student Discipline

The District shall support its employees when they are following the applicable rules of the District and Chapter 392-400 WAC with respect to the administration of student discipline.

An employee may use such reasonable force as is necessary to protect him- or herself, other employees or students from harm, as provided for in Washington State laws for self defense and the defense of others.

Each employee is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the employee's immediate supervision from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and the employee have conferred, whichever occurs first; provided, that except in emergency circumstances as provided for in WAC 392-400-290, the employee shall have first attempted one or more alternative forms of corrective action; and provided further, that in no event without the consent of the employee shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

ARTICLE XVIII: ADMINISTRATION OF THE AGREEMENT

18.1 Binding Agreement

If any teacher contract contains language inconsistent with this Agreement, this Agreement shall be controlling.

18.2 Savings Clause

The Constitution and Laws of the State govern this Agreement. If any provision or application of this Agreement is found contrary to the law by a tribunal of competent jurisdiction, the remainder of the Agreement shall remain in force and effect. Either party may call negotiations open for the purpose of finding an agreeable replacement for the language found to be invalid.

18.3 Life of the Agreement

This Agreement shall be in effect as of September 1, 2016 and shall continue in effect until August 31, 2017.

18.5 No-Strike Agreement

The Association hereby pledges not to engage in any strike, work stoppage or slowdown during the life of this Agreement.

EXECUTION/SIGNATURES

San Juan Education Association

San Juan Island School District
Board of Directors

BY _____
John McMain
President
San Juan Education Association

BY _____
Danna Diaz
Superintendent
San Juan Island School District

Dated this 31st day of August, 2016

APPENDIX 1

REQUEST FOR TRANSFER OR REASSIGNMENT

(Form must be filled out by April 15 to be applicable the following school year.)

Distribution of form:

1. Superintendent
2. Principal or Immediate Supervisor
3. Association
4. Employee

NAME: _____

Present Position: _____ School: _____

TRANSFER:

I hereby request transfer to *(include school, grade level and/or subject area)*:

Signature

Date

DISPOSITION

Approved _____ Effective Date _____

Disapproved _____

If disapproved, rationale: _____

Superintendent

Date

APPENDIX 3

EVALUATIVE CRITERIA - LIBRARIAN

1. The library as a service agency:
 - a. Assists students in the selection of books and other instructional materials.
 - b. Assists teachers in the selection of books and other instructional materials.
 - c. Informs students and teachers concerning new materials the library acquires.
 - d. Arranges for interlibrary loan of materials of interest or use to students and teachers.
 - e. Works with teachers in planning those assignments likely to lead to extended use of library resources.

2. The library as a teaching agency:
 - a. Instructs students and teachers on the use of the library system.
 - b. Helps students to develop habits of independent reference work and to develop skill in the use of reference materials in relation to planned assignments.
 - c. Presents and discusses materials with a class studying a particular topic, on the invitation of the teacher.
 - d. Seeks to develop in students an awareness of and appreciation for various types of literature, i.e., folk tales, poetry, fantasy, biographies, etc.
 - e. Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.
 - f. Considers abilities and interest of students in planning programs.

3. The library as a materials center:
 - a. Maintains a comprehensive and efficient system for cataloging and circulating all library materials.
 - b. Participates at curriculum meetings.
 - c. Evaluates and selects library materials appropriate to the needs and interests of the community.

4. The library as a reading center:
 - a. Arranges frequently changing book-related displays and exhibits likely to interest the library's patrons.
 - b. Promotes a welcoming environment and encourages student users to make a wide use of library services.
 - c. Promotes appropriate standard of student conduct in the library, which allows use of that facility by all students without significant distraction.

5. Administrative duties:
 - a. Maintain accurate records of expenditures and keeps within the budget allocated for the department.
 - b. Supervises library aides in the performance of their duties.
 - c. Requisitions new library materials.
 - d. Provides adequate plans for a substitute teacher.

6. Other areas:
 - a. Relates well to students on a personal basis.
 - b. Relates well to adult co-workers on a personal basis.
 - c. Is willing to assume and perform co-curricular assignments and other school responsibilities.

APPENDIX 4

EVALUATIVE CRITERIA – Certificated Support Personnel

1. 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.
 - a. Possesses the personal qualities necessary for effective counseling relationships with students: Sensitivity, mutual respect, empathy, genuineness, objectivity, flexibility, trust, emotional stability, openness, confidentiality, sense of humor, firmness and fairness in enforcing school policies and procedures, a perspective which focuses on the development in the students of responsibility for their own actions.
 - b. Possesses the professional characteristics necessary for cooperation with faculty and other involves persons regarding individual student concerns: Respect for others' interpretation/definition of problems, willingness to cooperate with others for students' benefit; openness; awareness of need to share counseling responsibilities with other staff members in the school; awareness of own limitations and need for referrals.
 - c. Is an effective academic counselor: Strongly encourages students to choose courses based on their need for competencies in basic skills and their need to obtain the best possible preparation for options after high school; is aware of learning problems, disabilities of students as well as exceptional abilities and talents and attempts to provide appropriate opportunities for these individuals; consults with parents as needed regarding student schedules and academic progress.

2. Involvement in assisting pupils, parents and educational personnel: Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
 - a. Establishes immediate and long-range objectives and their implementation plan.
 - b. Is a capable resource person with community organizations and individuals who seek assistance, i.e., organizations offering scholarships to graduating seniors, individuals seeking student participation in community projects.
 - c. Demonstrates competence in coordinating programs of related community agencies for individual student needs and for the overall school program:
 - (1) Planning school curriculum
 - (2) Creation of class schedule
 - (3) Registration procedures and materials for students for class enrollment
 - (4) Teacher aide program operation

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.
 - a. Maintains and enhances a library of occupational information.
 - b. Maintains and enhances a library of catalogues for colleges, universities, vocational-technical schools and admissions and financial aid procedures.
 - c. Coordinates and has available information for national and local scholarships, special programs for high school students correspondence courses, etc.

4. Knowledge and scholarship in special field: Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special

field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K – 12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

5. The support person as a professional: Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

APPENDIX 5A

PROFESSIONAL GROWTH PLAN

(Plan to be created by October 5th – Conference with Supervisor)

Name:	Date:
-------	-------

Goals: (Goals are linked to the school improvement plan and identified by mutual agreement with the principal - the success of at least one goal must be determined using indicators of student performance)

1.
2.
3.

STRATEGIES What specific steps, activities, actions or learning will you use to accomplish this goal?	EVALUATION OF STRATEGIES What data or information will you collect and how will you collect it to indicate that you have accomplished your goal?	SUPERVISORY ASSISTANCE What can the evaluator do to assist/support your attainment of this goal?
1.	1.	1.
2.	2.	2.
3.	3.	3.

APPENDIX 5B

Short Form Evaluation Process and Procedures

Description

The Professional Growth short form process is an alternative evaluation process which will encourage professional growth through goal setting. It will involve the teacher and administrator in cooperative discussions, planning and collegial interaction for the accomplishment of goals.

I. Professional Growth Plan Short Form Process

1. By October 5th - Certificated employees will develop a Professional Growth Plan by creating one to three professional goals related to the building School Improvement Plan that promote an individual's professional growth and improve instruction. A planning conference will be held between the employee and supervisor to discuss and agree to the plan.
2. Prior to May 1st - During the year the supervisor will conduct at least one 30 minute observation of the employee working in the goal area(s) of the Professional Growth Plan. The supervisor will provide a written summary of the observation to the employee that will be attached to the annual evaluation of the plan.
3. By June 1 - At the end of the year the employee documents progress on his/her Professional Growth Plan. A year-end conference will be held between the employee and the supervisor to review and sign-off annual progress on the plan.

II. Eligibility and Selection of Participants

1. Only certificated staff who have four or more years of successful performance in SJISD are eligible to participate in the Professional Growth Plan Short Form process.
2. Eligible teachers may request the regular evaluation process.
3. Supervisors may place employees back on the regular evaluation process at any time.

III. Support and Resources

Collegial involvement is enthusiastically encouraged, i.e. data collection, student observation, peer coaching, etc.

APPENDIX 5B

Certificated Employee Observation Form

Employee _____ Assignment _____

Professional Growth Goal(s) Observed _____

Observations:

Comments/Recommendations:

Supervisor Signature _____ Date of Observation _____

APPENDIX 5B

SAN JUAN ISLAND SCHOOL DISTRICT
SHORT FORM EVALUATION
(Short Form Evaluation to be Completed by June 1 - Conference with Supervisor)

Planning Conference (by Oct. 5): (Please date and initial each conference)	*Observation (by May 1st): *Attach Written Observation Summary to this Page	Final Conf. (by June 1):
---	--	--------------------------

Staff Member:	Assignment:	Supervisor:
School Year:	Worksite:	

PGP summary: to be completed by teacher prior to the final conference.

A. What major insights regarding teaching and learning came out of your plan

--

B. What indicators did you use to determine how your PGP affected student performance?

--

Certificated Employee signature _____ Date _____

Based upon direct observation and performance review conferences, _____'s overall performance is judged to be satisfactory and meeting statutory requirements.

Supervisor _____ Date _____

APPENDIX 6

INVENTORY OF PERSONNEL FILE

DATE FILED	ITEM & SIGNATURE, if any	RECORD OF DUPLICATES: Date, Number of copies made and recipients

On the dates indicated hereon, I reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted herein above are a true and accurate record of the contents of said file as witnessed and acknowledged by signatures indicated below.

DATE	EMPLOYEE	DISTRICT REPRESENTATIVE

APPENDIX 7 – A

Table Of Total Base Salaries For Certificated Instructional Staff

For School Year 2016-17

*** Education Experience ***

Years of Service	CLOSED							MA+90 OR	
	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>Ph.D.</u>
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16 or more					60,493	63,472	60,532	64,429	67,288

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

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

APPENDIX 7 – B

Responsibility Stipend - 23% of 2016-17 SAM (includes 4 local days) for 2016-17 school year

Years of Service	CLOSED								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	8,211.00	8,432.72	8,662.49	8,892.95	9,631.71	10,107.58	9,844.23	10,583.22	11,059.55
1	8,321.63	8,546.34	8,779.10	9,019.45	9,766.03	10,239.37	9,953.71	10,700.29	11,173.40
2	8,426.74	8,653.75	8,889.04	9,148.02	9,892.53	10,370.70	10,063.88	10,808.39	11,286.79
3	8,535.30	8,764.61	9,002.20	9,269.46	10,012.5 9	10,502.26	10,168.30	10,910.97	11,400.87
4	8,641.79	8,880.99	9,120.19	9,396.65	10,143.9 2	10,637.50	10,277.78	11,025.28	11,518.86
5	8,751.73	8,992.08	9,233.58	9,525.45	10,269.9 6	10,773.43	10,389.10	11,134.07	11,637.31
6	8,864.66	9,099.95	9,349.50	9,655.86	10,396.9 2	10,902.92	10,503.18	11,244.24	11,750.01
7	9,063.15	9,301.89	9,554.89	9,877.81	10,630.1 4	11,149.94	10,716.85	11,468.49	11,988.75
8	9,353.87	9,605.49	9,864.47	10,214.30	10,976.5 2	11,515.64	11,052.88	11,815.33	12,354.22
9		9,920.13	10,191.99	10,554.24	11,334.4 0	11,891.69	11,392.59	12,172.98	12,730.50
10			10,522.96	10,911.66	11,702.1 7	12,278.09	11,750.24	12,540.98	13,116.67
11				11,279.43	12,087.1 9	12,674.61	12,118.01	12,926.00	13,513.19
12				11,635.70	12,482.5 6	13,087.69	12,500.50	13,321.14	13,926.50
13					12,887.5 9	13,510.66	12,896.10	13,726.17	14,349.24
14					13,294.6 9	13,949.73	13,303.66	14,159.95	14,788.31
15					13,640.6 1	14,312.67	13,649.35	14,527.95	15,172.87
16 or more					13,913.3 9	14,598.56	13,922.36	14,818.67	15,476.24

APPENDIX 8

SUPPLEMENTAL CONTRACTS

Stipends shall be provided for the following positions comparable to stipends paid to coaching categories. Specific expectations for each stipend shall be mutually established by the employee and their supervisor (s), and put in writing and submitted to the superintendent no later than October 1. Stipends are paid for time and effort beyond classroom assignments.

Category "A": Base stipend plus \$100 per year (max 5 years) beginning third year
\$3400 - \$3900 (at 7th year)

Category "B": Base stipend plus \$100 per year (max 5 years) beginning third year
\$2700 - \$3200 (at 7th year)

MS / HS Band Director - (includes pep band) : Category "A"

MS / HS Choir Director: Category "A"

Elem. Choir Director: Category "B"

HS / MS Drama Coach: Category "A"

High School Yearbook: \$1500 per semester (if not a scheduled class)

APPENDIX 9

COMPLAINT BY THE AGGRIEVED

(Type or Print)

Aggrieved

Person _____

Filing Date _____, 19____

Immediate

School _____

Supervisor _____

Association Representative _____

GRIEVANCE DATA

Agreement Provisions Violated: _____

(Include the Article and Section # for each listed)

Date of Occurrence

or First Knowledge: _____, 19____ _____, 19____

Involved Parties: _____

FACTS/ISSUES UPON WHICH THE GRIEVANCE IS BASED

PROPOSED REMEDY

Date Received _____, 20__

Signature of Aggrieved

Signature of Principal

APPENDIX 10 - Step 2

DISTRIBUTION OF FORM:
Immediate Supervisor
Grievant
Superintendent

DECISION OF SCHOOL PRINCIPAL
OR IMMEDIATE SUPERVISOR

(To be completed by school principal or immediate supervisor within 5 days after receipt of the grievance.)

Aggrieved Person _____ Date of Formal Presentation _____
School _____ School Principal/ Immediate Supervisor: _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision _____
Supervisor _____
Signature of: _____
School Principal/Immediate

AGGRIEVED PERSON'S RESPONSE:

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

Date of Response _____
Signature of Aggrieved _____

APPENDIX 11 - Step 3

DISTRIBUTION OF FORM:

Association
Grievant

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent within 5 days after receipt of the grievance.)

Aggrieved Person _____ Date of Oral Presentation _____

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

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____
Signature of Superintendent _____

AGGRIEVED PERSON'S RESPONSE:

(To be completed by Aggrieved within 5 days of decision.)

_____ I accept the above decision.

_____ I hereby submit this grievance to arbitration.

Date of Response _____
Signature of Aggrieved _____

APPENDIX 12

Technology Training Hours

This stipend recognizes that technology is continually changing and that training needs are constant and required on a daily, weekly, monthly, yearly basis. These training needs are individualized depending on employees' assignment, changes in curriculum and changes in instructional tools.

The stipend is contingent on continuing passage of the District's technology levy. Employees shall be entitled to receive up to 7.5 hours of compensation at per diem for training activities related to implementation and integration of the District's technology systems and programs. By signing below, an employee attests to completing 7.5 hours of self-paced and individualized training and/or District provided training which will assist in the performance of one's duties.

These hours shall be documented on a timesheet submitted on or before June 30 each year describing the training activities and date or dates worked.

The two following questions must be answered and this form must be signed by the Employee and Principal and attached to the timesheet.

(a) What training did you engage in?

(b) How did this training relate to the implementation and/or integration of the District's technology systems and/or programs?

Employee Signature _____ Date _____

Principal Signature _____ Date _____

Memorandum of Understanding
Between the San Juan Island School District
and the San Juan Education Association
2016-17

The following Memorandum of Understanding (MOU) is made and entered into between the San Juan Island School District (District) and San Juan Education Association (Association).

The SJISD and the SJEA agree that the certificated teachers and related service providers of the District play a critical role in delivery of the District's educational program to its students.

The parties further agree that the educational welfare of the District's students can best be served by close cooperation between the two parties and collaborative consideration for the District's educational program, including with respect to the development of the District's annual operating budget.

The parties agree to periodically engage in advisory discussions regarding the SJISD educational program and budget. The intent is to explore priorities, consider the impact of various scenarios and create a broad spectrum perspective as the District works through the budgeting process. SJEA representatives will participate on such program/budget committees as the District may convene.

The parties acknowledge that the collective bargaining process inherently impacts budgeting decisions. The committee above is purely advisory in nature and is in no way intended to interfere with or usurp the process of negotiating the collective bargaining agreement or the exclusive statutory responsibility of the board to set and adopt the District budget.

San Juan Education Association

San Juan Island School District

John McMain, SJEA President

Danna Diaz, Superintendent

Date: _____

Date: _____

Memorandum of Understanding
between the San Juan Island School District
and the San Juan Education Association

Whereas the District wishes to increase the number of contracted hours for employee professional development, and whereas educators desire relevant professional development to their unique needs, and whereas teacher input is desired by the District and the Association, and whereas the District is requesting more participation by the staff, the following is hereby agreed. A Professional Development Advisory Committee shall be created for the 2017-18 school year. The committee will advise the Superintendent regarding educator needs and interests. Individual requests, legislative requirements, surveys, curriculum, budget, and/or testing expectations may be pieces of data to be considered in selecting the best course of action. Members of the committee will be four (4) administrators and an elected Association member from each grade band K-3, 4-6, 7-8, and 9-12. The Association will hold the elections in a timely manner. The initial meeting of the committee will commence no later than January 31, 2017. Meeting dates will be scheduled by the committee and will last no longer than 60 minutes. Employees will be paid at the curriculum rate for meetings outside the contracted day. Summer meetings, if any, will be paid at the curriculum rate and will not exceed 3 hours in total length. No more than 50% of District offered professional development should be District wide. The professional development selections and calendar should be completed no later than June 30, 2017. This MOU shall be effective for the 2016-2018 school year.

San Juan Education Association

San Juan Island School District

John McMains, SJEA President

Danna Diaz, Superintendent

Date: _____

Date: _____