

COLLECTIVE BARGAINING AGREEMENT

between

THE ARLINGTON EDUCATION ASSOCIATION

and

THE ARLINGTON SCHOOL DISTRICT

September 1, 2021– August 31, 2024

PREAMBLE

The Agreement is entered into between the Arlington School District No. 16, Snohomish county Washington, herein referred to as the “district” or “Board” and the Arlington Education Association, herein referred to as the “Association,” representing those employees of the district as defined in the Recognition clause contained herein. This Agreement represents those subjects agreed to by both parties following procedures specified in RCW 41.59, the Educational Employment Act.

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Arlington Education Association Master Agreement

September 1, 2021- August 31, 2024

ARTICLE I - RECOGNITION AND DEFINITIONS

Article I, Section 1 **RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all currently employed non-supervisory certificated personnel, leave replacement personnel, and employees on leave pursuant to existing statute. Specifically excluded are the Superintendent, Assistant Superintendent, Administrative Assistants, Directors, Supervisors, Principals and Vice-Principals who evaluate other personnel.

Article I, Section 2 **DEFINITIONS**

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

The term "**Agreement**" shall mean the entire contract.

The term "**Association**" shall mean the Arlington Education Association.

The term "**Board**" shall mean the Board of Directors of the Arlington School District Number 16.

The term "**District**" shall mean the Arlington School District Number 16.

The term "**WEA**" shall mean the Washington Education Association.

The terms "**teacher**," "**non-supervisory certificated personnel**," "**certificated employee**," "**educational employee**," or "**employee**" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.

The term "**provisional employee**" shall mean certificated employees during their first three years of employment unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to provisional status during the first year of employment under contract with the Arlington School District.

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

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

The term "**substitutes**" shall mean those certificated employees who are employed fewer than twenty (20) consecutive days or thirty (30) non-consecutive days during any twelve (12) month period ending in the school year in which the substitute is available for work.

The term "**regular part-time teacher**" shall mean those employees who are employed more than thirty (30) nonconsecutive days or more than twenty (20) consecutive days during any twelve (12) month period ending in the school year in which the person is available for work.

The term "**leave replacement personnel**" shall mean a certificated employee contracted to replace an employee granted an extended leave by the Board of Directors.

"Memo of Understanding:" Memos of understanding represent statements of agreement between the parties for a limited term. All Memos of Understanding expire after 12 months or when a successor agreement is reached.

Definitions of all terms used in this Agreement shall be consistent with definitions used in RCW 41.59.020.

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

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Article II, Section 1

RELATIONSHIP TO EXISTING POLICIES, PROCEDURES, PRACTICES, RULES, AND REGULATIONS

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with legal authority and this Agreement.

Article II, Section 2

COMPLIANCE OF AGREEMENT

All individual teacher contracts shall be prepared and issued in a manner consistent with Washington State Law, Rules and Regulations of the State Board of Education, and terms of this Agreement. Any individual teacher contract hereinafter executed shall be subject to the terms and conditions of this Agreement between the Board and the Association. If any individual teacher contract contains language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

Article II, Section 3

CONFORMITY TO LAW

This Agreement shall be governed and construed according to applicable and/or controlling law. If any provision or application of this Agreement shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Article II, Section 4
DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the signing of this Agreement, the District shall make the agreement available online via the District's website and reproduce sufficient copies of this Agreement for each employee represented by the Association and present them to the Association for distribution. Ten (10) additional copies and an electronic copy shall be provided to the Association. All employees new to the District shall be provided a copy of the Agreement by the District if they are issued an individual contract at a time subsequent to the general distribution of the Agreement. The District and the Association shall share equally the expenses of reproducing and distributing the Agreement.

Article II, Section 5
WAIVER OF AGREEMENT PROCEDURES

Building employees and administrators may jointly request that the District and Association waive requirements of the AEA/District Collective Bargaining Agreement consistent with the following provisions:

- A. The request must be for the purpose of program improvement.
- B. The request must be in writing and include:
 - 1. reference to the specific provisions of the Collective Bargaining Agreement requested to be waived;
 - 2. evidence of employee and administrator consensus in the decision making leading to the request;
 - 3. rationale for the waiver;
 - 4. specific timelines/duration for the request, not to exceed the current term of the contract;
 - 5. effect of the waiver on other areas of the Collective Bargaining Agreement, if any.

If agreement is reached by the Association and the District, a Memorandum of Agreement will be written, signed, and attached to the existing contract as an addendum.

Article II, Section 6
APPENDICES

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

ARTICLE III - ASSOCIATION RIGHTS

Article III, Section 1
EXCLUSIVITY

Pursuant to this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the representative for all teachers covered

by this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent teachers represented by this Association. Payroll deduction for organization dues and the right to participate as an organization representing teachers in grievance processing shall be an exclusive right of the Association.

Article III, Section 2

ACCESS

Employees of the District who are duly authorized representatives of the Association shall be permitted to transact Association business on school property. Such business shall preferably be transacted before or after regular school hours, but under no conditions shall be conducted at times which interfere with normal school operation or interrupt other employees during the performance of their assigned duties.

Representatives of the Association or its affiliates who are not District employees may conduct Association business on school property under similar conditions, provided that they first report to the school office, indicate the purpose of their visit, and secure permission from the building administrator.

No other employee organization, one of whose functions is to represent employees covered by this Agreement, shall be granted the right to use District facilities for meetings and conduct organizational business unless such organization is eligible to use such facilities under District policy and chooses to do so.

The Association may use the Linda Byrnes Performing Arts Center once per year at no cost to the Association based upon availability.

Article III, Section 3

EQUIPMENT USE

The Association shall have the right, after receiving permission from the building administrator, to use District equipment at such times as it is not needed for District purposes. No other employee organization, one of whose functions is to represent employees covered by this Agreement, shall be granted the right to use District equipment except under such conditions as this use would be granted to other community organizations.

The Association will provide materials and supplies incident to such use.

The Association is granted use of the District E-Mail System within the following parameters:

- A. The Association may use the system to conduct business related to its responsibilities as the elected bargaining unit representative.
- B. Such use will be limited to those times before, during, and after the student day when the employee is not responsible for the instruction and supervision of students.
- C. Reasonable care will be taken by the Association and its members to use the system in a manner which reflects the fact that this is a public entity and the communication is, therefore, open to public and District review.

- D. Should any concern arise about the appropriate use of this system, the District will provide adequate notice to the Association of its intent to open and review any individual or Association file.
- E. Any violation of the above will be immediately brought to the attention of the Association President with the intent of correcting the problem and creating any additional guidelines which may be appropriate.

Article III, Section 4

MEMBERSHIP COMMUNICATION

The Association shall have the exclusive right to install a bulletin board in each faculty lounge or in a place of reasonable access to its members, to be used for Association communication. Where such bulletin boards presently exist and have traditionally been used for such purposes, they may continue to be used. Other District bulletin boards may be used for Association notices if permission has been obtained from the building administrator.

The Association shall have the right to use the teacher mailboxes for communications purposes provided that the Association shall not use this service in such a way as to put the District in the position of violating the law (e.g. RCW 42.17.).

Article III, Section 5

AVAILABILITY OF INFORMATION

District information available in public documents shall be furnished to the Association when requested. In addition, the District shall provide student enrollment and membership data, and names and addresses of all employees represented by the Association including monthly updated lists of new employees if requested. Information needed to process grievances shall be supplied unless to do so would violate individual rights of privacy or unless such information may be legally determined to be confidential.

Upon the request of the affected employee, the Association shall have the right to have a representative at all investigative meetings and the meeting at which any discipline is imposed. Prior to the discipline of any member, the Association shall be notified.

Information must be supplied to the Association only if it requires reproducing existing records and reports and the District shall not be required to compile special reports for the Association.

Information shall be furnished at no charge if the information is normally available to the public under RCW 42.17 but if the cost of copying would normally be charged (in accordance with RCW 42.17.300) the Association may be required to remit the per copy cost of such copying.

Article III, Section 6

RIGHT OF CONSULTATION

The opinion of professional educators is a valuable resource in the development of the District's educational program. In recognition of this the District and the Association agree that:

- A. While the Board has the responsibility for adoption and elimination of educational programs and policy, employees shall be given the opportunity to be involved in these decisions through committees, building faculties and departments. Such program and policy decisions shall be

made by the Board based upon recommendations submitted to the Superintendent through administrative channels.

- B. In order to ensure that rights of individuals represented by the Association are not infringed upon by such program and policy decisions, the Superintendent shall submit to the Association a copy of such (educational) program and policy recommendations at the same time that information is mailed to the board members but no later than two (2) working days prior to the first reading. The Association shall have the right to confer with the Superintendent regarding the action, request additional information if available, and/or be placed on the agenda at the next Board meeting to state its position on the proposed action.

Article III, Section 7

PAYROLL DEDUCTION AND ASSOCIATION DUES

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

Teachers who commence employment after September or terminate employment before June shall have their deductions pro-rated on the basis of the percentage of the year (180 days) worked. (For example, if an employee works 135 days the deductions shall equal 75 %.) The Association will provide the District with the appropriate billing and forms necessary for transmittal. Deduction shall be made only from pay of employees for whom a payroll deduction authorization is on file.

The Association agrees to reimburse any teacher from whose pay dues are deducted, those sums in excess of the amount due the Association provided the excessive amount was actually received by the Association.

Membership Deductions: Within ten (10) days of the commencement of employment, employees who do not currently have deductions for dues for membership in the Association may sign and deliver to the District an authorization to deduct dues to the Association on a form to be provided by the District. Such authorization shall continue in effect from year to year unless a request for revocation is submitted to the District and the Association and signed by the employee. Each month during this year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues and assessments by means other than payroll deductions.

Article III, Section 8

RELEASED TIME

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

Article III, Section 9
BUILDING REPRESENTATIVES

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

ARTICLE IV - MANAGEMENT RIGHTS

The Board acting in behalf of the school district retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education and the laws and the Constitution of the State of Washington and/or the United States.

The Association recognizes that the Board is legally responsible for the operation of the school district and the Board has the necessary authority to discharge all of its responsibilities subject to the laws mentioned above and to the provisions of this Agreement.

It is expressly agreed that all rights except such as are clearly relinquished herein by the District are reserved to and shall continue to vest in the District. This shall include by way of illustration and not as a limitation, the following enumeration, subject to the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States, and the provisions of this Agreement.

THE RIGHT TO:

- A. Manage the District, direct the working staff including the right to hire and suspend, discipline or discharge employees for just cause.
- B. Transfer employees from one school, department, assignment and/or classification to another, and to promote and/or transfer employees.
- C. Determine the size, composition, and direction of its working staff.
- D. Determine the qualifications of employees.
- E. Develop and control the budgets.
- F. Control the use of all facilities and equipment.
- G. Subcontract work except as otherwise expressly limited herein.

ARTICLE V - TEACHER RIGHTS

Article V, Section 1

INDIVIDUAL RIGHTS

Teachers shall be entitled to full rights of citizenship. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the Constitution and laws of the United States or the Constitution and/or laws of the State of Washington. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it affects performance. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

The provisions of this Agreement shall be applied without regard to domicile, race, gender identification, creed, religion, ethnicity, national origin, age, sexual orientation, marital status, or disabilities, except as otherwise required in accordance with the District's Affirmative Action Program.

The District and the AEA will actively support the implementation of the District's Equity Plan, Board Policy 0529, and building-based equity work. Representatives from the AEA will be on the District Equity Team. Team members will work collaboratively to accomplish the goals of the committee and the Equity Plan. This work will include goals and actions approved by the school board in board policy and the equity plan. The parties agree to use data to inform our thinking and practices regarding equitable practices at the school and District level. Furthermore, the parties agree that providing professional development to staff with a focus on culturally responsive instructional practices, racial and social justice, and building safe, healthy, and inclusive school environments for all staff and students is vital to meeting the mission of the District.

Article V, Section 2

THE RIGHT TO JOIN AND SUPPORT THE ASSOCIATION

The Board hereby agrees that every teacher as herein defined shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, and the right to abstain from such activities.

Article V, Section 3

EMPLOYEE DISCIPLINE

No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the employee, and when requested by the employee, to the Association in writing.

Discipline is defined as verbal warning, written warning, suspension without pay, and discharge. The parties agree that routine, informal interaction between supervisors and employees is not discipline and, as a result, is not subject to this procedure. Consequently, the parties agree that when supervisors exercise their duty to inform employees of the employer's rules and/or behavior standards, such communication is not discipline and, as a result, is not subject to this procedure.

An employee shall be informed, prior to any discipline, that he/she is entitled to have a representative of the AEA present during any meeting which might reasonably be expected to lead to disciplinary action.

When a request for such representation is made, the District will make reasonable efforts to accommodate the request.

The District agrees to follow a procedure of progressive discipline which normally includes:

1. verbal warning
2. written warning
3. suspension without pay
4. discharge

This standard will be utilized unless the severity of the employee's offense requires deviation from this procedure. All disciplinary action shall be appropriate to the behavior which precipitates the discipline.

The District shall provide a procedure for use by parents, students or other persons for registering complaints against employees which shall include the following if the complaint is to provide a basis for disciplinary action:

1. The complainant shall be asked to put the complaint in writing. If the complainant is unable or unwilling to do this, the oral complaint must be repeated in the presence of the employee and supervisor.
2. The employee shall be notified of the accusation and provided a copy of the complaint within twenty (20) days receipt of the complaint by the supervisor, except in circumstances where informing the employee interferes with a criminal investigation or would otherwise be out of compliance with the law. In such circumstances, the employer will have the burden to reasonably demonstrate a relevant request from law enforcement or that the report cannot be legally provided.
3. The employee shall be given an opportunity to respond to this complaint orally and/or in writing, and when feasible, may request that the principal arrange a conference with the involved parties.

Article V, Section 4

ACADEMIC FREEDOM

The Association and the District agree that, within the limits prescribed by the District's adopted curriculum, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning those areas of learning included in the curriculum. Academic freedom includes a commitment to the democratic tradition, a concern for the welfare, growth, and development of children and an insistence on objective scholarship. The right of academic freedom shall be exercised in a manner consistent with the maturity of pupils and their ability to deal with the content being studied. Accordingly, the District and the Association agree as follows:

- A. The Board has the legal responsibility to approve all instructional materials and teachers' reading lists used in the District. All such materials shall be selected in a manner consistent with the District's Instructional Materials Policy.

- B. The employee shall have primary responsibility for the selection of instructional methods and for the effectiveness of such methods. It is the responsibility of the employee's supervisor to counsel and assist the employee in the selection of methods appropriate to the instructional situation
- C. No mechanical or electronic device other than intercom systems shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen to or record the procedures in any class, except by permission of the teacher. Intercoms will not be used for the purpose of supervision or evaluation.
- D. The following guidelines will be followed by employees in dealing with controversial issues in the classroom:
 - 1. The issues being discussed must be relevant to the course in which the instruction is taking place.
 - 2. All points of view on the issue must be presented.
 - 3. The information presented and judgment required of students must be consistent with the background and maturity of the pupils.
 - 4. The District may require that discussion of controversial issues be eliminated from the Instructional program if it results in disruption of the education program.

Article V, Section 5

PERSONNEL FILE AND SUPERVISOR'S WORKING FILE

A. PERSONNEL FILE

- 1. One personnel file shall be maintained in Human Resources for each employee of the bargaining unit and may contain the following minimum items of information:
 - a. Application Materials
 - b. Contract and Payroll Materials
 - c. The employee's evaluation reports
 - d. Certification documents
 - e. A transcript of academic records
 - f. Disciplinary Action (if any)
- 2. Employees have the right to inspect the contents of their personnel file except employment references determined to be confidential by mutual agreement. Anyone, at the employee's request, may be present at this review. The employee has the right to add information in explanation of materials already in the personnel file and may add other items relevant to his/her employment. Upon request of the employee, copies of any document contained in his/her personnel file will be given to the employee.
- 3. No disciplinary material shall remain in an employee's personnel file for more than three (3) years from the date of entry if no further, related instances of misconduct occur. If further instances occur, three (3) years will be calculated from the most recent event. Exceptions will

be the annual evaluation report and disciplinary material that the District is required to retain by law. Either disciplinary material (with the exceptions provided above) or laudatory material may be removed at the employee's request after three (3) years.

4. Evaluative statements from non-professional sources concerning teaching techniques or subject matter shall not be included in the personnel file.
5. In addition to the procedures of paragraph 3 above, any materials in the personnel file kept within Human Resources, shall be removed at the employee's request prior to the expiration of three (3) years provided:
 - a. the Superintendent or Executive Director of Human Resources agrees with the certificated employee that the material should be removed; or
 - b. if a grievance dictates removal.

B. SUPERVISOR'S WORKING FILE

1. The building principal or other immediate supervisor may maintain a working file which may contain materials and notes including letters and e-mails from parents and students, letters documenting meetings held for possible disciplinary actions, and written directives. No derogatory material shall be placed in the supervisor's working file unless such material is shared with the employee within ten (10) working days. The employee has the right to add information in explanation of materials already in the supervisor's working file and may add other items relevant to his/her employment. The working file shall be open to inspection by the employee and the employee's designee in accordance with this agreement.
2. No material that might reasonably form the basis for discipline shall remain in an employee's working file for more than two (2) years from the date of entry if no further instances of misconduct occur. If further instances occur, two (2) years will be calculated from the most recent event. When any derogatory material is placed in an employee's file, the employee shall receive a copy within ten (10) working days of its receipt or composition and shall be given an opportunity to attach any comments relating to this material. Material that does not comply with this provision shall not be used as the basis for disciplinary action.
3. "Derogatory material" for purposes of this section means any material making adverse reference to an employee's competence, character, or manner.

Article V, Section 6

TEACHER PROTECTION

The Board agrees to save employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of acts committed by the employee as an agent of the District when such acts are consistent with District policies, rules and regulations, and this Agreement.

- A. Any assault and battery upon an employee while acting within the scope of his/her employment shall be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges, the District will support the employee.

- B. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained due to assault and battery as defined in A above, the employee will participate in the L&I process to receive time loss compensation, medical care and treatment. The District will ensure that the employee be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Worker's Compensation award made for the disability due to said injury. No part of such absence will be charged to annual or accumulated sick leave. If L&I does not allow the claim or terminates the claim prior to the employee returning to work, the employee will provide supporting medical evidence of injury sustained per A above warranting a leave of absence. Upon providing such evidence, the employee will receive pay from the District up to one year from the date of the injury. The District reserves the right to require an independent medical examination at the District's costs to substantiate pay beyond an L&I approved period. If a dispute still exists regarding the injury, the parties agree to go to arbitration on an expedited basis to settle such dispute.
- C. Certificated staff and the AEA shall immediately be informed by administration or his or her designee, of assigned student(s) or students' family members who exhibit or have a history of violent behavior, when such behavior becomes known.
- D. Any case of verbal threat or abuse by an adult or student against any employee acting within the scope of his/her employment shall be reported promptly to the employee's supervisor. The Building and/or the District will support the employee when such complaint is made. In the case of an adult, the District will support the employee if a complaint is made to law enforcement authorities.
- E. Students who threaten, are assaultive, who falsely, maliciously, or knowingly allege misconduct, and/or are in possession of weapons or dangerous devices will be disciplined in accordance with Board Policy. Prior to the student's return to the classroom, a conference with the student, administrator and an impartial third party will be held if requested by the teacher to discuss the situation or to resolve the conflict. To ensure a safe environment a student may return to the classroom when the concern is resolved.

In other cases where student disciplinary action is called for, the Student Discipline Policy will be initiated.

- F. No action other than investigation shall be taken upon any complaint by a parent of a student directed toward a teacher, or shall any notice thereof be included in said teacher's personnel file, unless the complaining party is identified and such matter is reported in writing to the teacher concerned sufficiently in advance so that any necessary defense or response may be undertaken. In such cases, the parties will give strong consideration to inviting an impartial third party to conduct the investigation.
- G. The District will provide financial and/or replacement protection for all employees against loss or damage of personal property while those employees are engaged in District and contracted business and at all times when that personal property is on school property for in school use, provided that:
 - 1. The District has required, requested or permitted the employee to provide such personal property for school use.

2. Proper safeguards, such as locking up personal property when not in the employee's possession or use, have been taken by the employee.
 3. Reasonable evidence is provided that the property was actually damaged or lost while on school property.
 4. When the employee decides to use personal property at school, the building administrator is informed of its presence and use.
- H. The employee, upon written request to the superintendent, will be reimbursed for the cost of replacement of personal items such as hearing aids, glasses and/or dentures which are destroyed or damaged as a result of an assault and/or battery.
- I. The District will report vandalism to vehicles parked on school property, assist in the investigation, and use its legal authority to assist in recovery of damages. Upon completion of the above investigation, if damage or vandalism was determined to have taken place on District property while the employee was employed in District and contracted business, the District shall provide up to \$200 for financial replacement coverage of damage to the vehicle.
- J. Each worksite shall develop emergency communication and appropriate control procedures with input from the employees regarding violent situations which may occur when employees perform work duties. Supervisors and employees will annually review the procedures and include such written procedures in the staff handbook.
- K. Employees may request in writing to the Superintendent that they be provided time off without loss of pay in legal proceedings in which the employee is named as a defendant along with the District.

Article V, Section 7

RIGHTS AND RESPONSIBILITIES OF EMPLOYEES REGARDING PUPIL DISCIPLINE

A. General Guidelines:

1. Nothing in this Agreement shall deprive the pupil of his/her rights as provided for in applicable laws, regulations of the State Board of Education, and policies adopted by the District.
2. The employee has a right to expect acceptable behavior from all pupils and is expected to maintain a sound learning environment.
3. An employee may at any time use such force as is necessary to protect himself/herself, other employees, or pupils from attack, physical abuse, or injury.
4. The District shall support its employees in their use of disciplinary measures consistent with District policy, rules, regulations and this Agreement.
5. Each employee will be provided a copy of the building's student discipline policy.

B. Procedures:

1. It is the intent of the parties to ensure that employees and administrators implement instructional strategies that minimize exclusions of students from educational environments.
2. When an employee deems it necessary to exclude a student from all or any of the school day or longer, the employee may recommend such action to their administrator. Such recommendations may be made when a student has acted in violation of District rules and regulations for students, refuses to follow lawful instructions of an employee, causes a disruption of the educational process to the detriment of other learners, or whose continued presence constitutes a threat to the health or safety of other persons. Employees may write a discipline referral for a student even when the student is not removed from class. An administrator in the employee's building will talk to the student and take other necessary steps required within not more than one week of the time the referral is received in the office.
3. In the event an employee recommends exclusion, and/or following temporary or permanent removal from that employee's class or activity, the following procedure shall be followed:
 - a. The student shall be verbally informed by the employee of the specific reasons for the particular disciplinary action.
 - b. The employee shall communicate with the appropriate administrator responsible for student discipline about the conduct of the student.
 - c. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. It is the intent of the parties that teachers and administrators confer in a manner that supports safe educational environments and effective teaching and learning.
 - d. The administrator shall discuss with the student the alleged misconduct, but shall make no determination at this time as to the validity of the disciplinary action.
 - e. Prior to the return of the student to class, the administrator shall communicate verbally, or in writing, to the teacher, the action taken. If, after conferring with the administrator, the employee does not agree with the disciplinary action, the employee may discuss the decision with the administrator's supervisor.
 - f. In the event that more than temporary removal from the classroom is necessary, the teacher shall provide to the appropriate administrator documentation of alternative forms of corrective action taken previously by the employee.

Article V, Section 8

INDIVIDUAL TEACHER CONTRACTS

If a successor agreement has not been ratified prior to the last day of school, individual employee contracts may be issued if they contain a proviso stating that wages, hours, and terms and conditions of employment will be contingent upon ratification of such an agreement. The District shall state on the contract a date of return which shall be no sooner than twenty (20) days following the date of issuance and, except in extenuating circumstances, if signed contracts are not returned on or before that date, the District may declare the position open. The Board shall set an opening day of school to be included in the contract. One (1) copy of the signed contract shall be returned to the employee.

The language of the individual teacher contract shall not change from year to year except through the bargaining process. When further guidance and clarification come from the state and/or OSPI regarding basic education, supplemental contracts, time, TRI/Enrichment, or other items relating to Article V, Section 8, the parties agree to meet and discuss the implications of such guidance as it relates to language contained in the CBA and make adjustments as necessary.

A. Contracts

1. For the duration of this Agreement, basic salary schedule pay covers 183 days of service annually.
2. Certificated employees new to the district will be required to attend new employee days for which they will receive compensation at the curriculum rate.
3. Part time FTE employees may apply to their immediate supervisor for all additional per diem hours.
4. Activities compensated via base salary include:
 - a. Delivery of the District's minimum instructional program.
 - b. Three (3) non-instructional professional learning workdays, for a total of twenty-one (21) hours, of District-directed time beyond the 180-day student school year. Employees may use appropriate leave if they are unable to attend these days.
 - c. Conferencing with parents within the basic education workday.
 - d. Participation in grade level, department, building, or district committees during the basic education workday.
 - e. Self-reflection, goal setting, and professional growth activities related to evaluation within the basic education workday.
 - f. Working with technology related to education within the basic education workday.
 - g. Activities the State or OSPI declare must be compensated via base salary during the life of this Agreement.

B. Additional Time, Responsibility, Incentive (TRI)/Enrichment Activities Beyond the Basic Contract

1. As set forth in this Article, employees will be compensated for the fulfillment of responsibilities that occur outside of the base contract day which enrich the program of basic education.

2. Time-based professional learning or other time-based activities beyond the base contract day and the minimum required under RCW 28A.150.415 will include:
 - a. Seventeen (17) hours of Principal-Directed Collaboration Time for professional learning. Principals will provide staff members with a variety of activities to fulfill these hours. Activities may include but are not limited to curriculum development, building-level goals, instructional practices, District workshops, building workshops, additional PLC time, etc. Employees who are unable to attend this time will be provided make up opportunities that are mutually agreed upon with the principal. Make-up time must be completed by May 31. If the principal/employee are unable to agree upon the make-up opportunity, the time will be deducted from the employee's leave or the employee may choose to have the pay deducted at the agreed upon hourly rate (see Article VII, Section 5).
 - b. Twelve (12) hours of Staff-Directed professional learning time. This time may be satisfied by participating in one or more of the approved activities below. Staff members may request to participate in an activity not on the list but will need prior approval from the principal.
 - i. District or ESD workshops, professional conferences, time spent in graduate level classes.
 - ii. School Improvement Team work, collaborative work or workshops outside the school day, grade level CBA development and implementation, implementation of new District adopted curriculum/textbooks.
 - iii. Activities designed to improve instructional skills directly related to the employee's assignment.
 - iv. Up to 4 hours may be for self-reflection, goal setting, and professional growth activities related to evaluation.
 - c. Attendance at two building activities such as open houses, curriculum nights, parent education nights, school and community functions.
 - d. Seven (7) hours for District-directed professional development on the mid-semester break day in compliance with Article VIII, Section 2, B, 4.
3. Supplemental compensation is provided in recognition of the following professional responsibilities which occur beyond the base contract day and which enrich the program of basic education:
 - a. Completing Safe Schools training.
 - b. Preparation of the classroom or workspace before, or after, and during the school year to support quality instruction.
 - c. Conferencing with parents.
 - d. Extracurricular activities set forth and subject to the specific provisions contained in this Agreement.
 - e. Self-reflection, goal setting, and professional growth activities related to evaluation.

- f. Workshops, classes, conferences, seminars, research projects, or professional learning beyond the specific activities enumerated in Article V, Section 8, B.
- g. Grade level, department, building, or district committees.
- h. Planning of instruction and curriculum, providing individual help to students, the evaluation of student work, the preparation of student assessments, IEP and Section 504 meetings, and communicating with parents and students.
- i. Working with technology related to education.

4. Non-Instructional Time Schedule

Within one month of adoption of the student calendar or the end of the school year, whichever is later, the District will present a provisional list of dates and opportunities for the non-instructional workdays identified in A and B, above, to the President of the Association. Opportunities may be added during the year as they become known or as priorities require. The District and the Association will work collaboratively to schedule these dates and opportunities.

C. Payment

1. The TRI/Enrichment supplemental salary schedule contained in Appendix A will provide payment via a supplemental contract (Appendix F) for the time, ~~and~~ professional responsibilities, and enrichment activities established in B above. This stipend is an incentive to provide the additional services required of all certificated staff members in the Arlington School District outside of the basic contract which enriches the program of basic education.
2. For the duration of this agreement, the TRI/Enrichment supplemental salary schedule contained in Appendix A defines TRI/Enrichment compensation. This schedule includes an amount equal to a) thirty-six (36) hours of time paid at the employee's annual per diem rate, and b) compensation for the activities set forth in this Section.
3. The individual employee's placement on the TRI/Enrichment supplemental salary schedule contained in Appendix A is the same as the employee's placement for the years of service and educational credits on the basic salary schedule contained in Appendix A.
4. A supplemental contract (Appendix F) will be issued to all employees for this stipend.
5. Each employee shall submit to the District within a week of the last student day a Confirmation of TRI/Enrichment Activities (Appendix G) form verifying the fulfillment of the activities set forth in this Section. Adjustments for the number of hours actually worked shall be made as needed.
6. Part-time employees (less-than a 1.0 employee FTE contract) shall receive prorated TRI/Enrichment compensation based upon their FTE contract status.
7. Employees in full pay status (i.e. working or using approved leave) who complete ninety (90) days of work during the scheduled calendar year shall receive 100% of their TRI/Enrichment compensation provided they complete the required documentation verifying their completion of the enrichment requirements.

8. Employees who (a) are in full pay status but complete less than ninety (90) days of work during the school calendar year, or (b) resign or retire prior to the last working day of the school year, will receive:
 - a. payment for verified time-based professional learning (i.e. Section 1 of the Verification of TRI/Enrichment Activities, Appendix G);
 - b. prorated payment for other verified enrichment activities based on the number of contracted days worked (i.e. Section 2 of the Verification of TRI/Enrichment Activities, Appendix G).
 9. Employees who begin the year on an extended leave will not be provided payment for any TRI/Enrichment activities until they begin working their regular assignment (inservice days prior to the start of the school year do not count as beginning their regular assignment).
 10. Payment for the TRI/Enrichment activities set forth in this Section will be in twelve equal monthly payments subject to any adjustments required by paragraphs 8 and 9 above. For the purposes of reporting to the state retirement system, an individual employee's TRI/Enrichment supplemental stipend will be calculated as additional hours.
- D. In the event that the District's Maintenance and Operations levy does not pass, the District and the Association will meet regarding the maintenance of the current contract language.
- E. Release From Contract
1. A letter of resignation must be submitted to the Human Resources Department.
 2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
 3. A release from contract, after July 1, shall be granted provided an acceptable replacement can be obtained.
 4. A release from contract shall be granted upon the teacher's request in case of illness or other personal matters which make it impossible for a teacher to continue in the District. The District may require a physician's statement in case of illness.
 5. All teachers covered by the continuing contract law and who have not been notified of probable cause for non-renewal are considered to be under contract to the District after May 15. The provisions of this section apply whether or not a signed individual contract has been executed.
- F. Employee's Contractual Responsibilities
- Each certificated employee covered by this agreement is required to satisfactorily meet the provisions of the Washington Administrative Code and the laws of the State of Washington defining such responsibilities.

G. Extended Contracts and Compensation Beyond the Basic Contract

1. Responsibilities unique to the specific assignment, i.e., counselor, special education teacher, high school teacher, etc., shall be based upon applicable laws, regulations, and policies.
2. If additional time is required by individual staff members and this time is to be spent in essentially the same activities as the regular assignment, compensation shall be by extended contract.
3. The District may elect to provide additional time to individual staff members by released time during the regular work day. Requests by individual staff members for such time will be submitted to their supervisors for consideration and forwarded with a recommendation to the Superintendent for approval or disapproval.
4. Additional contract days will be as stipulated herein except that restricted or unrestricted grants may fund positions in addition to those listed. If grant funds are utilized for such funding, the District will notify the Association of the position(s) and outline the source of funding. This provision does not require the District to continue any position if program needs change nor does it limit contracting with employees for additional time so long as the total number of days contracted does not exceed 195 in any year covered by this contract.

Special Education Programs
Other Programs

Up to 90 days
Up to 105 days

5. Special education classroom teachers, Occupational Therapists, (O.T.), Physical Therapists (P.T.), Speech Language Pathologists, (S.L.P.) shall receive extended contract time to perform duties unique to their specific assignments in accordance with the days set forth in Appendix B. These days will be paid automatically in equal monthly payments during the contract year.
6. School Psychologists, Education Specialists, and the District Nurse shall receive ten (10) days, prorated by FTE of extended contract time to perform duties unique to their specific assignments.
7. Speech Language Pathologists (SLP), Occupational Therapists (OT) and Physical Therapists (PT) shall maintain the appropriate license required for the District to be reimbursed for Medicaid billing. The District will reimburse the employee for the cost of licensing required for Medicaid billing.
8. High School counselors who perform additional work to schedule students in the summer and before the opening of school for ten (10) days to be paid on a supplemental contract at their per diem rate.
9. A listing of extended day contracts will be provided to the Association annually.

H. Extended Contracts for Career and Technical Education (CTE) Instructors

1. CTE Program Extended Days may be granted for the following purposes:

- a. Youth leadership (supervision of activities).
 - b. Home visits, supervision of occupational experience projects, or job site coordination.
 - c. Advisory committee meetings.
 - d. Professional in-service meetings (called by S.P.I. or sponsored by professional organizations, and required by the District).
2. The recommended number of days to be granted each teacher will be determined prior to May 15 in the planning conference between the CTE Director and the teacher. When there is more than one teacher in a department, the tasks may be shared or assigned solely to one instructor. The CTE Director will make the final recommendation to the principal and Superintendent prior to June 1.
3. Revision of program days may be made prior to October 1 to reflect staff or schedule changes made after the initial plan was developed in the spring.
4. Teachers will submit monthly reports documenting activities, time, and mileage involved to the CTE Director. These reports will be used for verification in the final evaluation.

I. Longevity Incentive

Each employee who submits his or her resignation to qualify for retirement shall receive a supplemental contract for up to ten (10) additional days of District-directed work at his or her per diem rate of pay. Such written resignation must be submitted to the Superintendent no later than February 15 of the year of retirement. Said employees will confer with the District to develop a plan for use of these supplemental contract days. The employee must have their plan submitted and approved by their supervisor no later than March 15.

Article V, Section 9

SUPPLEMENTAL CONTRACT

- A. The District may issue supplemental contracts to those employees who are selected to direct extra- curricular activities and to perform other services not covered by the basic or extended contracts. Methods of determining compensation for services covered by supplemental contracts shall be stipulated in Article VII, Section 5 of this Agreement.
- B. Supplemental contracts may be issued at any time or when assignments are known at the same time as the basic contract. An employee may resign from any supplemental assignment for the ensuing year by giving written notice to the Superintendent prior to May 15 of the preceding year.
- C. Supplemental contracts are not continuing and are issued on an annual basis.
- D. Employees may select payment options for supplemental contracts as (A) a lump sum payment at the conclusion of the action, or (B) equal payments for the remainder of the contract year, following the onset of the activity.
- E. Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the State. The stipend will be paid through a supplemental contract annually.

- F. If required by the building principal, the district will compensate all Kindergarten teachers who perform additional work to conduct an orientation activity, outside the school day, for parents and/or students for up to six (6) hours at curriculum rate.
- G. Employees who oversee, beyond their contracted day, student progress and credit earned during the school year through an online program shall earn \$125 per student assigned. This stipend amount represents approximately four (4) hours of time allocated to oversee student completion of the course work including but not limited to: correcting assignments, proctoring exams, completing grade reports, issuing credit and reporting to the registrar. In special circumstances, the teacher may request the principal/supervisor to authorize additional pay beyond the stipend amount.

Article V, Section 10

SELECTION, ASSIGNMENT, VACANCIES, AND TRANSFER

- A. For the purpose of this Agreement the following definitions shall apply:

"Assignment" is the placement of an employee in a particular grade level, subject area, or specialty area.

"Change of Assignment" is a change of grade level, subject, or specialty area.

"Involuntary Change of Assignment" is a change of elementary grade level, secondary subject area or specialty area, in which 50% or more of an employee's assignment of subject matter is changed, that is not requested or desired by the employee.

"Involuntary Transfer" is a change of school that is not requested or desired by the employee.

"Transfer" is a move from one school to another.

"Vacancy" is a bargaining unit position that is unfilled.

- B. Assignment of Certificated Personnel

1. General Provisions: The Association and the District agree that the primary objective in making personnel assignments is to assign the most competent employee available to each position established to implement the District's educational program. Personnel shall be assigned in accordance with regulations of the State Board of Education and to positions for which they are properly certified, and have either adequate academic background or experience which qualifies them for the position. Assignment practices may be modified to provide for implementation of reduction in force procedures and affirmative action policies. If the employee is to be assigned to a position or course for the ensuing year for which qualifications are inadequate, notice of such reassignment shall be given prior to the end of the current school year.
2. To meet program and staffing needs in a timely manner, fifteen (15) working days prior to the first teaching day of school, the School District shall be able to fill positions with individuals who have requested transfers, reassignments, or the employment application pool without posting such positions.

C. Assignment

1. The basic consideration in the assignment of professional personnel in the Arlington School District is the well-being of the program of instruction. To this end, certificated employees will be assigned by application of the following criteria:
 - a. Regulations of the State Board of Education.
 - b. Valid Washington State Teaching Certificate.
 - c. Employee's major/minor field of study and/or areas of endorsement(s).
 - d. Qualifications in specialty area(s).
 - e. Previous successful teaching experience as evidenced by consistent satisfactory evaluations.
2. In the event of an involuntary change of assignment, the Superintendent or designee shall notify the affected teacher in writing of the reason(s) for the involuntary change of assignment. At least ten (10) days written notice will be given to the teacher whose assignment has been involuntarily changed during the school year.

D. Vacancies

Continuing employees shall be given every consideration in filling vacancies. All openings will be emailed to the AEA President and posted to the district website.

E. Voluntary Transfer

1. The District subscribes to the philosophy of providing employees the opportunities to change assignments and locations when it will provide enhancement to the educational program and the individual, professionally.
2. A voluntary transfer request may be made by any certificated employee who has been employed in a certificated position for two or more years. Employees who have not been employed in a certificated position for two or more years may apply for any open position and receive every consideration given to other applicants.
3. Application: A general transfer request may be submitted in writing to the Superintendent for vacancies which may become available for the following school year. This transfer application request shall be made prior to April 15. The request for transfer may be made on the district "Professional and Career Plans" survey that is sent out in January or via a letter submitted to the Executive Director of Human Resources.
4. Employees who have submitted a transfer request in writing will be given first consideration in the area specified in their request. When making a staffing determination, the administrator will select from the transfer requests in the appropriate area unless they can absolutely determine that:
 - a. No current employee requested a transfer to the subject position; or;
 - b. No current employee who requested a transfer to the subject position is qualified.

5. Notice: Immediately upon making assignment decisions, the Administrator will meet personally with those employees who were not selected for transfer and state the specific reasoning behind the decision.
6. Voluntary Assignment Exchange
 - a. Two (2) employees who mutually desire to exchange positions for a period of one (1) year may request the exchange by submitting a written plan to the Human Resources Department or building administrator. The plan will establish the rationale, purpose and the design for the exchange.
 - b. Such exchanges are subject to District approval.

F. Involuntary Transfer

1. General Provisions: The Superintendent or his/her designee may make such transfers when it is in the best interest of the educational program, but such reassignments or transfers shall not be made except in emergencies, unless the employee has adequate time to prepare for the new assignment and is qualified for the position. (See Paragraph A for qualifications.) Prior to the involuntary transfer of a staff member, the District shall consider those staff members who have indicated their interest in a voluntary transfer. Thereafter, teachers with the least seniority will be considered first. The District will consider the program staffing prior to making involuntary transfers and will provide a letter of explanation if requested by the Association.
 2. Consideration: Each involuntary transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District. Certificated staff who are involuntarily transferred will be given priority in returning to their previous assignment if openings at their previous assignment become available prior to August 20 of the upcoming school year.
 3. Notice of Transfer: Notice of the transfer will be provided in the following manners:
 - a. The Superintendent shall notify the affected teacher in writing of the reason(s) for such transfer.
 - b. At least ten (10) days written notice will be given to the teacher who is to be transferred during the school year. However, transfers will not take place until the affected teacher has had the opportunity to discuss the transfer with his/her supervisor and to grieve the decision to the superintendent or designee.
- G. Released Time or Compensation: An employee who has been involuntarily transferred or whose assignment has been involuntarily changed, resulting in the need to move to a different building or classroom, is eligible for the District to move the contents of the employee's classroom/workspace to the employee's new location at a mutually agreed upon time and one of the following:
- a. Two (2) days of paid released time
 - b. Fourteen (14) hours of compensation at the negotiated hourly rate (see Article VII Section 5)

H. Transfer and Change of Assignment Limitation

Involuntary Transfer and Change of Assignment: No employee shall be subject to an involuntary transfer or change of assignment more than three (3) times within any six (6) year period.

Article V, Section 11

LEAVE REPLACEMENT PERSONNEL

Certificated employee who replaces an employee on an approved extended leave shall be employed by contract for the specific period of time of the leave. Provisions of this Agreement shall apply to them in the same manner they apply to other certificated employees, except that the District shall not be obligated to renew their contracts after the specified contracted period is completed.

Article V, Section 12

SUBSTITUTES/REGULAR PART-TIME TEACHERS

A certificated employee who works thirty or more days (not necessarily consecutively) or twenty consecutive days in a twelve month period ending in the current or immediately preceding work year and who is available for continued employment may not be excluded from the bargaining unit.

ARTICLE VI - LEAVES

In respect to all the leaves listed in this section the parties agree that upon completion of the term of a leave and return to active employment the employee shall return to the same position vacated or a similar position.

Article VI, Section 1

ILLNESS, INJURY, AND EMERGENCY LEAVE

- A. Employees under contract for the school year will receive twelve (12) days or 24 (24) half- days annual leave for illness, temporary disability, injury, and emergency leave, as well as medical and dental appointments which cannot be scheduled outside the school hours, and to care for the employee's ill child under the age of 18. Unused days or unused half-days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness, injury, and emergency leave on a prorated basis.
- B. In the event of a pattern of regular, excessive, or unusual absences, the supervisor may require a statement from the employee's health care provider (as defined in the Family Medical Leave Act) concerning the serious health condition.
- C. The emergency portion of this leave shall be granted for problems which are suddenly precipitated and for which preplanning could not relieve the necessity for the absence. The problem must be of major importance and not a mere convenience. It is not the intent of this emergency leave proviso to expand upon or add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.
- D. Former employees returning to the District will be credited with any unused sick leave accumulated at the time of termination of previous employment. Employees may transfer sick

leave accumulated in other Washington school districts when commencing employment in the District.

- E. Worker's Compensation Time-Loss Payments: In accordance with Washington statutes and State Department of Labor and Industry regulations, employees of Arlington School District No. 16 who are unable to work due to a job related injury or illness may be entitled to time loss compensation from the state insurance pool and disability leave from the District. RCW 51.32.090 prohibits employees from receiving time-loss payments and regular salary or wages during the period covered by the disability.
- F. In February of the year following any year in which a minimum of sixty (60) days of leave is accrued, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous calendar year. Such remuneration shall be at the rate of one (1) current day's pay for each four (4) full days accrued in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days leave for every one (1) day's monetary compensation received.
- G. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration to a rate of one (1) current day's pay for each four (4) days of accumulated sick leave.
- H. Employees have access to all leave transactions through the District's Employee Access online system.

Article VI, Section 2

PERSONAL LEAVE

- A. Up to two (2) days of personal leave with pay for each employee shall be granted annually for personal or business reasons which require absence during school hours and cannot be reasonably scheduled at another time. The employee shall not be required to give reasons for the leave other than it is "personal". Employees contracted for ninety (90) days or less shall be allowed one (1) day of personal leave. Personal leave shall not be taken during the first five (5) student days or the last five (5) student days of the school year. Exceptions may be appealed to the superintendent or his/her designee.
- B. Personal leave is limited to no more than 5% of the building certificated staff on any one day until June 1st. Any Personal Leave requests after June 1st must have pre-approval from the Superintendent or designee. Exceptions may be appealed to the Superintendent.
- C. If the employee has used less than the accumulated amount of personal leave during the school year, he or she may choose one of the following options:
 - 1. Unused days may be carried over to the following contract year. No more than five (5) personal days may be accumulated.

2. Up to five (5) days may be cashed in for \$200 per day by submitting the *AEA Personal Leave Buyback Request Form (5400F3)*.
3. The District will automatically cash out an employee's personal leave accumulation in excess of three (3) days at the end of the school year. Reimbursement will be on the July paycheck.

Article VI, Section 3

BEREAVEMENT LEAVE

Bereavement leave shall be non-accumulative and allowed as follows:

- A. Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the immediate family or domestic partner. The immediate family consists of the grandparents, grandchildren, parents, spouse, brothers, sisters, sons, daughters, in-laws, or legal wards of the employee.
- B. Up to three (3) days per occurrence shall be granted with pay for all other family members. Other family members consist of great grandparents, great-grandchildren, aunts, uncles, cousins, nephews and nieces. Two (2) additional days, with pay, will be extended by the Superintendent or his/her designee for travel outside the state; or two (2) additional days with pay may be extended by the Superintendent or his/her designee for extenuating circumstances.
- C. An employee may request use of personal leave or emergency leave for bereavement of a close friend from his/her immediate supervisor. If denied, the employee may appeal to the Superintendent.
- D. The total number of days for bereavement with pay shall not exceed five days per occurrence.

Article VI, Section 4

JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. Any compensation except expenses received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

A District-paid leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law due to matters arising from the employee acting within the scope of their employment. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

Article VI, Section 5

MILITARY LEAVE

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period not exceeding fifteen (15) calendar days during each year for training purposes. The employee shall receive his/her normal District pay and there shall be no loss of privileges, vacations, or sick leave to which he/she might otherwise be entitled. During a time when the employee is on duty the employee may elect to keep District pay or military pay for the time absent, but not both unless the employee has vacation time and chooses to use vacation for such absence. The employee shall request

this leave when school is not in session. If this request is not honored by the military authority from whom requested, such rejection will be in writing and submitted to the Superintendent.

Article VI, Section 6
ASSOCIATION LEAVE

- A. Forty (40) days of Association leave shall be available each school year to the Association. Such leave shall be granted at such times and in such amounts as requested by the President of the Association for use as deemed appropriate by the Association as long as adequate substitute coverage is available.
- B. Leaves of absence to hold local, state, or national Association office shall be granted. The request must be made prior to June 1 of the school year preceding the year for which the leave is requested.
- C. The Association shall reimburse the District for the cost of a substitute if one is requested, or the proportion of the student instructional time (or total work time if the official does not instruct students) the Association official is released from his/her assignment. (Reimbursement shall include all District payroll costs.)

Article VI, Section 7
EXTENDED LEAVE

- A. Leaves for up to one year may be granted when requested by the employee for reasons of health, disability, dependent care, educational pursuits or educational travel. Applications for leave must be received prior to April 15 (except in cases of emergency) in order to be considered. Applications shall be acted upon at the first regular Board meeting after April 15.
- B. Employees on leave maintain the same seniority and benefit rights held at the time of taking the leave and are subject to reduction in force procedures on the same basis as those currently employed.
- C. The employee on leave must notify the District of his/her plan to return by April 15 of the year of the leave.
- D. The employee may request and the Board may grant up to one (1) additional year of extended leave, provided that the employee shall be entitled to a position after this second year of leave, only if a suitable position is available.
- E. Employees on leave may continue their group insurance premiums if they remit the total cost of such premiums to the District prior to date payment is due. Upon return from leave the employee will be returned to the same position or a similar position.

Article VI, Section 8
PUBLIC OFFICE LEAVE

The District shall grant leave without pay to any employee who has been elected to a governmental office which requires full-time participation.

Article VI, Section 9

FAMILY LEAVE

- A. Employees shall be eligible for Family Leave under the provisions of the Family and Medical Leave Act, which shall include domestic partners. See Appendix for a summary of the FMLA or see the entire Family Medical Leave Act at: www.dol.gov/esa/whd/fmla/index/htm

Domestic partners:

- Share a household;
- Have a close personal relationship in place of a lawful marriage;
- Are both responsible for their basic living expenses;
- Are not married to anyone;
- Are each at least eighteen (18) years of age;
- Are not related by blood so close it would bar marriage in Washington State;
- Were mentally competent to agree to a contract when their domestic partnership began;
- Are each other's domestic partner and are responsible for each other's welfare.

- B. Paternity and Adoption Leave: During the first six (6) weeks after the birth or adoption of a child, an employee may be granted up to two weeks paternity or adoption leave. This leave may be deducted from accrued sick leave.
- C. Maternity Leave: Sick Leave shall be granted for pre-birth and post-childbirth disability. Six (6) weeks of sick leave is granted for a normal labor and delivery post-childbirth. If the need is verified by a physician, additional sick leave may be granted to care for a sick infant or for complications related to pregnancy or delivery. Sick leave may not be used for any portion of maternity leave that occurs during a scheduled school break.
- D. Childcare Leave: An employee may extend the child birth leave beyond the leave allowed above as follows: the employee may use up to ten (10) work days of accumulated illness, injury, or emergency leave immediately following the expiration of their post-childbirth disability leave and /or take leave without pay in accordance with FMLA and applicable State Law.
- E. The district will abide by all state and federal laws related to family leave.

Article VI, Section 10

LEAVE SHARING

- A. Employees may donate Illness, Injury, and Emergency leave to another employee subject to the following:
1. Any donating employee may be allowed to grant any specified amount of leave during any twelve (12) month period (provided that the donating employee's sick leave account does not fall below twenty-two (22) days).
- B. An employee may receive shared leave under this provision if:
1. the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or

2. the employee has been called to the uniformed services; or
 3. a state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. the employee is a victim of domestic violence, sexual assault, or stalking; or
 5. the employee needs the time for parental leave, as defined below; or
 6. the employee is sick or temporarily disabled because of pregnancy disability, as defined below; and
 7. the employee's illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, has caused, or is likely to cause at any time during the current school year, the employee to go on leave without pay status, or terminate employment.
 8. the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified as put forth in RCW 41.04.665.
- C. An employee receiving such leave sharing transfer under paragraphs B, 1 and/or B, 2 above must have depleted or will shortly deplete his or her:
1. accumulated personal and sick leave, if he or she qualifies under paragraph B, 1 above; or
 2. paid military leave allowed under RCW 38.40.060 if he or she qualifies under paragraph B, 2 above.
- D. An employee receiving such leave sharing transfer under paragraphs B, 3 or B, 4 above must have depleted or will shortly deplete his or her accumulated personal leave.
- E. An employee receiving such leave sharing transfer under paragraphs B, 5 or B, 6 above must have depleted or will shortly deplete his or her accumulated sick leave and personal leave. However, the employee is not required to deplete all of his or her sick leave and can maintain up to forty (40) hours of sick leave in reserve.
- F. For purposes of this section, "parental leave" as used in paragraph B, 5 above means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
- G. For purposes of this section, "pregnancy disability means a pregnancy-related medical condition or miscarriage.
- H. Staff members receiving workers' compensation are not eligible to receive leave sharing.

1. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. An employee shall not receive a total of more days than constitute his/her regular work year.
2. An employee who receives leave under this section will retain his/her status as a District employee.
3. Donating employees will complete a form titled "Transfer of Illness, Injury, and Emergency Leave" and submit the form to the District. Leave sharing forms are available through the Association's Building Representatives and the superintendent/designee.
4. In the event that an employee is denied shared leave, the employee may appeal to the superintendent and may be accompanied by a representative of their choosing.

Article VI, Section 11

PAID FAMILY MEDICAL LEAVE

- A. **Program Eligibility:** Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
- B. **PFML and FMLA:** When an employee elects to use PFML for a PFML-qualifying event, federal Family and Medical Leave Act (FMLA) leave will run concurrently unless prohibited by law. When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave.
- C. **Health Benefits:** Unless otherwise required or prohibited by SEBB rules, the District will maintain health insurance benefits during PFML leave when there is at least one day of concurrent use with leave taken under the FMLA as it existed on October 19, 2017. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1st of each month following a month in unpaid status.
- D. **Premiums:** The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium through payroll deduction to fund this leave.
- E. **Notices, Procedures and Claims:** The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the employer written notice as soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon

request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

ARTICLE VII - SALARIES, STIPENDS, AND & BENEFITS

Article VII, Section 1 SALARY SCHEDULE

The parties acknowledge the necessity for the District to comply with the State compensation limitations. No provision of this Agreement shall be interpreted or applied so as to place the District in breach of the compensation limitations imposed by State law or to subject the District to a State funding penalty. It is the intent of the parties that the maximum amount of money allowed and funded by the state will be “passed through” and used to compensate members of this unit. The parties agree that the salary schedules set forth in Appendix A shall establish AEA bargaining unit base salary and TRI/Enrichment supplemental salary compensation for the duration of this contract. This schedule shall determine annual pay for employees based upon a one hundred and eighty-three (183) day work year:

- A. Effective September 1, 2021 salary will increase by 0.5% plus the annual inflationary adjustment, currently based on the Implicit Price Deflator (IPD), of total prior year compensation.
- B. Effective September 1, 2022, salary will increase by 2.0% plus the annual inflationary adjustment, currently based on the Implicit Price Deflator (IPD), of total prior year compensation.
- C. Effective September 1, 2023, salary will increase by 3.0 % plus the annual inflationary adjustment, currently based on the Implicit Price Deflator (IPD), of total prior year compensation.
- D. The adjustments in A-C, above, will be applied as equal percentage salary increases to all cells of the salary schedule set forth in Appendix A.

Article VII, Section 2 PROVISIONS GOVERNING THE TEACHERS' SALARY SCHEDULE

- A. Employees shall be placed on the base and TRI/Enrichment supplemental salary schedules in Appendix A in accordance with the rules and regulations for degrees, credits and years of experience in effect for the state’s salary allocation model (SAM) in the 2017-18 school year, except as modified by other provisions of this CBA. See Chapter 392-121 WAC. All credits and years of experience recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District.
- B. In the event the legislature increases or decreases District revenue formulas (including, but not limited to, levy capacity, levy equalization, the inflationary index, e.g., utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this agreement at the written request of the District or Association to negotiate the specific and limited impact of such legislative actions.

- C. Upon hire, the District and the employee will work collaboratively to ensure the employee's degrees, credits/clock hours, and previous work history are accurately verified. Each November, every employee will be provided their current year contract listing their highest degree earned, years of experience, credits, and salary. This information will be provided via Skyward/Employee Access and employees will be notified via email. The District and employee are responsible to verify, to the best of their abilities, that the information contained in this document is accurate. If the employee believes the information is accurate, the employee will indicate this by promptly signing the document electronically. If the employee does not believe the information is accurate, the employee will defer signing and promptly contact Human Resources to resolve the concern. If the employee or District become aware of a salary schedule placement error after this verification process, the error will be promptly brought to the attention of the other party. The District has no obligation to correct salary schedule placement errors which occurred more than three (3) years prior to the District becoming aware of these errors. In addition, corrections made by the District will be limited to no more than the current contract year and the two (2) immediately preceding contract years. Errors attributable to the employee, or to a third party, will also be subject to the same time and relief limitations as set forth in this paragraph. The District will make every effort to work with the employee (and/or the Association) to find a mutually agreeable resolution consistent with the terms and limitations contained in this paragraph.
- D. For Educational Staff Associate (ESA) employees, placement on the salary schedule will be calculated in a manner that provides credit for documented work experience while certificated/licensed in the capacity for which they will work in the district. Employees who were self-employed ("contracted") must provide documentation verifying the number of hours worked, and verification that the contracted position(s) required a similar level of certification as the position for which they will work in the District. A year of outside employment experience requires a minimum of 1260 documented hours per calendar year. An employee with a calendar year of such work experience less than 1260 hours will be given prorated credit for such experience.

Article VII, Section 3

PAYROLL DEDUCTIONS

- A. All salaries are subject to payroll deductions for:
1. State Teachers or State Employment Retirement Systems
 2. Withholding tax
 3. FICA
 4. Absence not provided for by leaves (in accordance with other provisions of this Agreement)
 5. Association dues (in accordance with other provisions of this Agreement)
 6. State Industrial Insurance
 7. Salary assignments and garnishments
 8. PFML
 9. State Long-Term Care Plan
 10. Other State-mandated items

B. The following deductions may be made if authorized by the individual:

1. Additional withholding tax
2. Tax-sheltered annuities. Authorization for voluntary payroll deductions shall be limited to those involving five (5) or more employees and those for which the District's payroll system will accommodate.
3. Deferred Compensation plan (457)
4. Approved 403(B) plans
5. Payments to Educational Community Credit Union or Washington School Employees Credit Union
6. Other Association and District approved insurance programs allowed by SEBB
7. United Way
8. U.S. Bonds
9. Dollars for Scholars
10. WEA/PAC
11. VEBA Group Compensation Exchange (if approved by members annually)
12. WEA Children's Fund or other mutually agreed upon charitable funds

C. Voluntary Employees' Benefit Association (VEBA)

1. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute.
2. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.
3. For purposes of annual contributions to the Plan, all employees covered by this agreement who have accumulated over 180 days of unused sick leave as of the date of conversion, and also had accumulated 180 days as of one year prior to the date of conversion, shall be eligible. Excess sick leave shall be defined as the unused sick leave days that have accrued to the credit of the employee that are in excess of 180 days, and the conversion value of these days shall be contributed to the Plan.

Article VII, Section 4

PAYMENT PROVISIONS

- A. All employees shall be paid in 12 monthly installments. Each warrant shall contain 1/12 of the annual salary.

- B. In the event of an underpayment or overpayment to an employee, the District will make every effort to work with the employee to find a mutually agreeable resolution.
- C. In the event an employee and the District are unable to resolve a payment error, the District and Association will work together to a) understand the nature and cause of the error, b) establish the time span and financial impact of the error, and c) consider an appropriate resolution.
- D. The District has no obligation to correct payment errors which occurred more than three (3) years prior to the District becoming aware of these errors. In addition, corrections made by the District will be limited to no more than the current contract year and the two (2) immediately preceding contract years. Errors attributable to the employee, or to a third party, will also be subject to the same time and relief limitations as set forth in this paragraph.
- E. Part-time employees will be compensated in the same ratio that their service bears to full-time service.

Article VII, Section 5

HOURLY COMPENSATION

- A. Any hourly rate of pay will be equal to the hourly rate derived from the Step 0/BA-0 cell of the base salary (in 2021-22 this will be \$44.02).
- B. The hourly compensation rate for district-selected trainers will be the employee's hourly rate as derived from their per diem.
- C. The hourly compensation rate will be used to compensate covered employees for the following activities:
 - 1. Driver training instruction conducted at times outside the regular student instructional day. Driver training classroom-teaching time will be compensated at the agreed upon hourly rate of pay.
 - 2. Developing a new or significantly changing an existing instructional program if the activity is not part of normal preparation responsibilities including the instructional assignment.
 - 3. Teaching or performing other professional activities related to an instructional program that is not part of the regular K-12 program (i.e. summer school, evening classes).
 - 4. Additional responsibilities designed to assist in the general management of the District's educational program such as serving as a department chairman or on an advisory council.
- D. Participation in these compensated activities is voluntary. Supplemental contracts may be utilized when the number of hours employed is known in advance. These supplemental contracts shall be only for the responsibilities and period of time stipulated and may be offered for a subsequent period of time entirely at the option of the District.

Article VII, Section 6

TRAVEL

- A. With prior approval from their supervisor, employees utilizing their private automobiles to travel to out-of-town seminars, workshops, or other school business related activities, will be compensated at the Internal Revenue Service (IRS) mileage reimbursement rate at the time of travel.
- B. All employees who, by nature of their assignment, must travel between schools or who are required to make home visits shall also be reimbursed at the IRS rate at the time of travel.
- C. Employees are encouraged to carpool and/or use a district vehicle when available.

Article VII, Section 7

INSURANCE BENEFITS

A. Application and Intent

- 1. Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority (HCA) through the School Employees Benefits Board (SEBB) as required by the prevailing law.
- 2. The provisions of this Section do not provide benefits in excess of the minimum required by SEBB, as set forth in the current and controlling RCWs (41.05 and 41.59 *et seq.*) and WACs (182-31, *et seq.*). The District will follow all current SEBB guidelines including, but not limited to, those related to eligibility, enrollment, and termination of employment, as outlined below. This Article VII, Section 7, is subject to the legislative and rulemaking authority of the Washington Legislature, the SEB Board, and the HCA. If the Washington Legislature, the SEB Board, the HCA, or a court, modify or eliminate provisions of SEBB legislation or its rules, this Article will be interpreted and applied to be consistent with those changes and prevailing law.

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

- 1. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
- 2. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA's eligibility requirements.
- 3. The District shall deduct from employees' monthly salaries the amount necessary to pay the employee portion of SEBB health insurance premiums and/or the following supplemental SEBB benefits elected by employees: Long-Term Disability, Flexible Spending Account, Dependent Care Assistance Program, and Health Savings Account. Deductions shall be made in the month in which the employee receives benefits. Any other supplemental benefits will be directly billed to the employee by the provider.

4. The District will provide employees with those benefits offered through SEBB, which currently include:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
6. Employees will have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.

C. Benefit Eligibility and Benefit Termination

1. In accordance with WAC 182-31-030 the District:
 - a. Will notify newly hired employees in writing whether they are or are not eligible for SEBB benefits and provide information regarding SEBB program rules, guidance for eligibility, and appeal rights.
 - b. Routinely monitor all school employees' work hours to establish eligibility and maintain the employer contribution towards SEBB benefits coverage. The District will identify when a previously ineligible employee becomes eligible or a previously eligible school employee loses eligibility.
 - c. Inform a school employee in writing whether or not they are eligible for benefits and the employer contribution whenever there is a change in work patterns such that the school employee's eligibility status changes. Whenever this occurs, the District must inform the school employee of the right to appeal eligibility and enrollment decisions.
2. The District will inform the Association in writing when the eligibility status of an employee changes.
3. In accordance with WAC 182-31-040:
 - a. Certificated staff, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.
 - b. Employees who have worked at least 630 hours in each of the previous two school years in the District and return to the same type of position or combination of positions are presumed eligible for the employer's contribution unless the District rebuts this presumption by notifying the school employee, in writing, of the specific reasons why the school employee is not anticipated to work at least 630 hours in the current school year and how to appeal the eligibility determination.

- c. Employees who are not anticipated to work at least 630 hours in the school year become eligible for the employer contribution towards SEBB benefits on the date they actually worked 630 hours in the school year.
 - d. Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year.
- 4. In accordance with WAC 182-31-050, once eligibility is established, it shall be maintained for the remainder of the eligibility year.
- 5. In accordance with WAC 182-31-050, the employer contribution toward SEBB benefits ends the last day of the month in which the school year ends. The school employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:
 - a. The District terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;
 - b. The school employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective;
 - c. The school employee's work pattern is revised such that the school employee is no longer anticipated to work 630 hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
- 6. If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.
- 7. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Exceptions will occur depending on effective date of resignation or termination.
- 8. All hours worked by an employee in their capacity as a school employee must be included in the calculation of hours for determining eligibility in accordance with WAC 182-31-040.

D. Benefit Enrollment and Continuity of Coverage

- 1. An annual open enrollment period of at least thirty calendar days shall be provided each year. Employees may make changes to SEBB insurance plans and/or coverage during the open enrollment period.
- 2. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first

day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

3. New employees hired after the beginning of the school year have up to 31 calendar days or until the final day of the open enrollment period, whichever is later, to enroll in approved insurance plans. If an employee does not elect a plan or waive coverage during the specified time, they will be defaulted in the SEBB-designated default plan; the employee portion of the medical premiums and a \$25.00 monthly tobacco use surcharge will be deducted from their monthly salary.
4. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

E. Dependent Coverage

Dependents under SEBB include legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order or divorce decree for whom the subscriber has a legal obligation to provide support or healthcare coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

F. Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits.
2. Employees on approved leave under the federal Family and Medical Leave Act (FMLA) or Washington State's Paid Family Medical Leave insurance program (WPFML) will continue to receive the District's SEBB contribution in accordance with the federal FMLA or the WPFML insurance program. The school employee may also continue current supplemental life, AD&D, and long-term disability insurance.

G. Additional Benefits

1. The District shall make available to employees an Employee Assistance Program.
2. The District and Association agree to continue participation on a year to year basis in a VEBA program for employees in accordance with Article VII, Section 3, C of the Agreement.

H. Additional Modifications

1. If requested by the Association, the District will provide an annual report of plan utilization and health benefit revenues and expenditures.
2. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to employees.

Article VII, Section 8
WEST-E EXAM FEES

The district shall pay the test examination fee for any employee in the Arlington School District when required to take the WEST-E exam.

Article VII, Section 9
CPR/FIRST AID TRAINING

The District shall provide district approved CPR/First Aid training without charge to employees required to obtain CPR/First Aid certification.

Article VII, Section 10
PROFESSIONAL DEVELOPMENT ALLOCATION

The District shall provide all employees with a \$300 professional development allocation annually. Funds will be allocated for activities associated with their teaching assignment and approved by the employee's evaluator. The intended use of professional development funds is to pay for conferences/workshops/classes and to reimburse travel expenses incurred in accessing these activities. Professional development funds can also be used to purchase resource materials related to the professional growth of the employee. These funds are not to be used for employee compensation. Employees of less than 1.0 FTE will receive a pro-rated allocation. Employees may carry-over professional development funds up to three (3) years for a maximum of \$900.

ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Article VIII, Section 1
CALENDAR

- A. There shall be 180 student instructional days, unless otherwise bargained or mandated by the State in the school calendar, approved by the Board and included in this Agreement. The District may request a waiver from the State Board of Education to reduce the required student instructional days for the purpose of using the time for staff development to improve student achievement. Stillaguamish Valley Learning Center shall have a calendar independent of other schools in the District that is appropriate for its specific programs and subject to mutual consent of the District and the Association.
- B. Nothing in this Agreement shall prohibit the District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement. This committee will be comprised of various groups such as certificated staff, classified staff, and parents. When the advisory committee recommends calendar options, the committee will not recommend a calendar which is contrary to the approval of the Association. Changes in this student instructional calendar, other than those required by emergency school closures, shall be subject to mutual consent of the District and the Association. For emergency school closures the Association shall be consulted regarding possible rescheduling dates.
- C. The Association and the District will collaboratively develop a calendar for the following school year by March 31. If no agreement is reached by March 31, the district will adopt a calendar

based on the previous school year with the appropriate date adjustments for those respective years.

- D. The school calendar will provide for student and teacher early release the day prior to Thanksgiving. The following guidelines will be considered when developing the yearly school calendar:

1. Start Date-Wednesday following Labor Day
2. Winter Break-Two full weeks, includes three weekends
3. Spring Break-First full week of April

Article VIII, Section 2

WORK DAY

A. School Day

1. The student school day shall be of at least sufficient length to meet applicable laws and regulations. The work day for each employee covered by this Agreement shall include thirty (30) minutes before and thirty (30) minutes after the beginning and the end of the regular student instructional program and shall not exceed seven and a half (7.5) hours in grades K-12 and thirty-seven and one half (37.5) hours per week or 1350 hours per 180-day contracted work year.
2. For each year of this agreement, all in-service time will include structured collaboration time at each building. All collaboration activities shall be mutually determined by building administrators and all staff members interested in participating in this decision at a meeting specifically called for developing the collaboration agenda. At least one week's prior notice shall be given for this meeting.
3. The employee shall have a continuous thirty (30) minutes duty-free lunch period during this workday, and those who perform services other than classroom teaching shall be entitled to two (2) ten (10) minute rest breaks during the work day. Employees may leave the school premises during their lunch period. At elementary schools, there will be two (2) fifteen (15) minute non-supervisory time periods. Except in the event of emergencies, recess will not be supervised by teachers. Rainy days are not emergencies. Adjustments to the recess schedule above may be made annually on a building-by-building basis without a contract waiver if teachers do not lose non-supervisory time and if consensus, as defined by the building, has been reached.
4. If students are dismissed early in the day due to an emergency closure, employees will be released after all buses leave. If the opening of school is delayed, employees will report to school thirty (30) minutes prior to the time the students' school day is to begin.
5. Employees' attendance shall not be required whenever school is closed due to inclement weather.

6. Employees who are required to teach zero hour classes shall not be required to work a day of greater duration than specified in Paragraph 1, above.
7. Outside of the time designated in Article VIII, Section 2, Paragraph D, 4, and duty free lunch, specialists may be assigned certificated responsibilities supporting student learning, including but not limited to teaching classes within their specialty area. The building principal will develop assignments in consultation with the specialist and the building leadership team in a way that accommodates the ongoing instructional opportunities provided by specialists (e.g. concerts, book fairs, runners club, etc.) as a component of the building's overall programmatic needs.
8. Librarians will be provided with 45 consecutive minutes of para-education time daily to assist with management tasks.

B. Additional Time Within and Outside of Workday

1. Faculty meetings: Meetings which extend beyond the work day, either before or after school, called by building administrators for the purpose of directing the workforce shall be scheduled at least one week in advance. Employees shall not be required to stay more than one half hour beyond the normal work day. No more than one such meeting shall be scheduled per week and after school meetings shall be scheduled to begin as soon as possible after the end of the student day.
2. Other Meetings: The Association and the District agree that from time to time, employees in various grade levels, departments, or specially formed groups or committees may meet to study needs, compile information, or make decisions affecting curriculum or other professional matters. Whenever possible, membership on such groups or committees will be voluntary. If employees are assigned to such groups or committees, assignments will be equitably distributed among qualified or affected employees from year to year. Both unit members and supervisors will cooperate in defining the goals to be accomplished and determining the length, frequency and times of meetings requested.
3. Evening Meetings: Employees shall not be required to attend more than two (2) evening meetings per year (PTA functions, open houses, advisory committee meetings, etc.) unless such meetings are unique to their assignment and detailed in writing when the basic contract is signed.
4. Weekly early release.
 - a. If the District decides on a schedule that includes a weekly or bi-monthly early release or late start schedule, the following guidelines will be followed:
 - i. The early release or late start time will not replace weekly staff meetings (Article VIII, Section 2, B (1)).
 - ii. The current mid-semester "grading day" (including the two elementary early release days historically used for grading) will be a District-Directed professional development day. Teachers will be provided at least 7 hours within the early release

schedule to complete grading activities. Individual buildings will have the flexibility to adjust this time between early release time and the mid-semester day.

iii. The time will be used for:

1. Professional development activities at the District, building, and department/grade level.
2. Family engagement, conferences, planning for interventions as necessary.
3. Preparation, work related to IEPs, acceleration and deficit planning, addressing academic and social-emotional needs, enhancing student opportunity and closing achievement gaps.
4. Cross-curricular, PLC, grade-level, and cohort collaboration.

iv. The hours will be directed in a ratio of 3 (District/building directed): 1 (teacher-directed) to support the above activities.

b. The District agrees to provide teachers 7 hours of time that is otherwise directed by the District (i.e. staff meeting time, inservice days, other early release/late start time that is adopted, etc.) in the event that the District elects to stop weekly early release or late start days.

C. Student Supervision

1. The time during the work day other than planning time as defined in Article VIII, Section 2 (D) may be assigned on an equitable basis for student supervision except that such time shall be limited to thirty (30) hours per year. As a general rule, this time will be utilized at the elementary level for supervision of bus loading. This provision may be altered in the event of an emergency (examples of which are snow conditions, natural catastrophes, etc.)
2. Supervision assignments occurring after the work day or evening will be made equitably after employees have been given an opportunity to volunteer. No employee shall be required to supervise such activities. An honorarium of \$35.00 shall be paid for each such assignment which is equal to approximately two (2) hours in length. Classified employees may be used in such assignments, after certificated staff have had an opportunity to apply.
3. Activity advisors who are compensated for advising activities sponsoring evening activities shall not be credited with supervisory time or paid an honorarium for these activities.

D. Planning Time

1. The student instructional day shall be defined as follows:
 - a. Grades K-8 up to six and one-half hours including lunch, passing time, and planning time.
 - b. Grades 9-12 up to six hours and thirty-five minutes including lunch, passing time, and planning.

2. Any time during which the teacher is not assigned students during this student instructional day may be considered planning time. Recess requiring supervision by the teacher and passing time shall not be designated as planning time.
3. The amount of planning time shall be at least two hundred twenty-five (225) minutes per week in grades K-8 and two hundred forty-five (245) minutes per week for grades 9-12 including at least forty (40) consecutive minutes each day during the a normal student contact day. During the weeks of the State Assessment, planning time may be re-adjusted (but not decreased) using the consensus model at each building.
4. Elementary Specialists
 - a. All elementary teaching specialists will have at least two hundred twenty-five (225) minutes preparation time per week, with at least forty (40) consecutive minutes daily during the student contact day.
 - b. A five (5) minute management time will be provided between any consecutive classes.
5. During the weeks of the State Assessment, planning time may be re-adjusted (but not decreased) using the consensus model at each building.
6. Planning time shall be used for activities related to the employee's assignment or employees may be asked to substitute during planning time with their consent. There will be no obligation for the employee to cover additional students/classes, unless no alternative can be arranged. If an employee has reason to leave campus during their planning time they will notify the office. Any teacher or certificated employee asked by an administrator to give up his or her planning time or regularly assigned duties in order to cover a teacher's class shall be compensated at the negotiated, hourly rate of pay (see Article VII, Section 5).

Article VIII, Section 3

CLASS SIZE and CLASS SIZE RELIEF

- A. In computations of average class sizes, personnel not assigned to instruction of pupils shall not be counted as teachers. Pupils assigned for a portion of the class time shall be counted as a portion of a student only if the student is in the class for more than 50% of the class time. The following formula will be applied:

$$\frac{\text{student class time}}{\text{total class time}} = \text{FTE}$$

- B. The District shall make every attempt to equalize class sizes for the same subject or grade level when student assignment is made. New students shall be assigned to classes with the fewest pupils unless such assignment would be inappropriate when the student's educational needs are considered. Efforts will be made, with employee input, to establish the most equitable distribution of students within established average limits. The school administration is responsible for providing textbooks, furniture and whenever feasible, prior day notification that the student is coming to the teacher.

- C. The District shall maintain a student to classroom teacher ratio in each school for the grade configurations listed below excluding Stillaguamish Valley Learning Center and Weston High School.

Elementary	24.5
Middle School	28
High School	29

- D. The District will comply with the state's K-3 class size mandates within a reasonable margin.
- E. Multi-grade classrooms: The District may choose to combine classrooms and grades in order to maintain class size averages. Class size shall be no larger than the target number of students (as identified in Paragraph D) of the lowest combined grade level.
- F. Teacher class size relief will be provided to those staff members whose class sizes exceed the target class size number as defined below.

Overload compensation will be provided to those elementary specialists whose classes exceed a target of twenty-six (26) students per class.

Grade Groupings	Target
K	20
1	21
2	23
3	24
4	25
5	26
6-8	29
6-8 PE	38
9-12	30

1. Eligibility - Grades K-5

Class size relief (\$700 quarterly) shall be provided when the actual enrollment number exceeds the class size target. Beginning with the second student above target, an additional \$100 per student per quarter shall be provided. Class load relief for specialists (\$700 quarterly) shall be provided when the actual enrollment number exceeds the target number. Beginning with the second student above target, an additional \$100 per student per quarter shall be provided. Compensation shall be provided using the same formula as grades 6-12 (see below).

2. Eligibility - Grades 6-12

Class size relief shall be provided when the actual classroom enrollment number exceeds the class size target. Class size relief for traditional teaching schedules shall be calculated by dividing the number of classes that exceed the Target (Paragraph D) number by the number of classes taught, then multiplying that percentage by the identified level of compensation (\$700 quarterly). Beginning with the second student above target, an additional \$100 per student per quarter shall be provided

3. Eligibility – Grades 6-8 PE

Class size relief shall be provided when the actual classroom enrollment number exceeds the class size target. Class size relief for traditional teaching schedules shall be calculated by dividing the number of classes that exceed the Target (Paragraph D) number by the number of classes taught, then multiplying that percentage by the identified level of compensation (\$700 quarterly).

4. Class size computations will be made on the 20th day of each quarter. Overload compensation shall be retroactive to the beginning of each quarter. For teachers teaching long blocks or a combination long and short block schedule the calculation shall be the same but with the percentage being derived using a formula based on minutes instead of classes.

5. Compensation

Employee compensation may be used for additional duties related to class overload.

a. The compensation may be used at the teacher's discretion for

- i. para-educator assistance,
- ii. supplies, materials, and/or equipment purchases,
- iii. personal compensation, or,
- iv. any combination of the above.

b. Employees with class overloads will indicate their quarterly choice of compensation on a form provided by the District.

6. Exceptions from Paragraph D, work overload relief calculations, are: Band, 9-12 Physical Education, and Secondary Choir.

7. Teachers less than 1.0 FTE will be calculated for overload relief as their percentage of full - time equivalency dictates, excluding preparation periods.

8. Other teacher aide assistance time will be provided by the District to buildings at the discretion of the District, subject to educational and financial resources

G. Music Fund: The District will establish a Music Fund of \$17,500 per school year. Music teachers at Post Middle School, Haller Middle School and Arlington High School and Elementary Band Director(s) may apply for use of these funds for special needs as established by the music teacher and building administrator.

H. English Reader Fund: The District will establish an "English Reader Fund" of \$17,500 for Post Middle School, Haller Middle School and Arlington High School English Depts. based upon student FTE for grades 6-12 to be used for readers approved by the above-mentioned staff and building administrators.

I. When the annual assignment of elementary and middle school students is made to academic classrooms, including special education students, the students will be assigned equitably among the classrooms. Equitability issues include gender, demonstrated academic ability, and behavioral profiles. All special education students will be placed consistent with federal and state regulations, District policy, and the student's individualized education plan (IEP). Special

Education teachers will provide specialized instruction and/or support in the goal areas on the IEP.

- J. Sub time will be provided as needed to special education teachers to collaborate with general education teachers to best meet students' needs when in general education classes. When additional needs are identified, the general and special education teacher will bring those identified needs to the attention of the building principal or his/her designee. Additional resources such as aide time, professional development and /or instructional materials will be provided. For classes where supervision of students in individual physical activities is required to prevent injury, aide assistance will be provided during times that students whose disabilities make them more susceptible to such injuries are present.
- K. Aides assigned to the classroom shall be assigned during the time period that the overload situation occurs unless a different time slot is mutually determined by the building principal and the specific classroom teacher affected. Aides assigned to the classroom shall be directed in their duties solely by the classroom teacher involved.
- L. Both the District and the Association agree that large class sizes may have a negative impact on the effectiveness of instruction. Whenever a teacher's individual class size exceeds the Target Average in C above, the annual evaluation report and observation reports will indicate that the class size was higher than the Target Average for the portion of the year that this was the condition.
- M. Speech -Language Pathologists (SLPs) caseloads shall not exceed fifty-five (55) students per 1.0 FTE. When the caseload exceeds 50 students, the SLP shall receive a stipend of \$700 for every full quarter of service and will be completed on the overload compensation dates.

Overload will be calculated and completed on the overload compensation dates.

When not providing direct services, SLPs will perform case management and other duties normally associated with the SLP position. Caseload management decisions including scheduling students for service, initiating new referrals, assigning service providers, and exiting students from service will be made collaboratively by the SLP, multi-disciplinary team, building principal, and Special Programs Coordinator. The parties agree to review the caseload management decision process described above in the AEA-District labor-management forum as necessary.

- N. Every Elementary will have access to counseling time.
- O. Special Education IEP Caseload Targets and Release Time

The District shall provide, as identified below, release time or overload pay when a special education teacher's IEP caseload exceeds the target number, using the following table. These numbers will be specific to the teaching assignment as follows:

<i>Position</i>	<i>Target #</i>	<i>Overload Pay</i>	<i>Additional</i>
Preschool	20 total	One release day or \$700 for the first student over target per quarter	\$50 for every additional student per quarter
Assist	15		
ERC *	15		
Life Skills	15		
EBD	12		
Resource	25	One release day or \$700 for the first student over per quarter	\$50 for every additional student per quarter

* The District shall provide, as identified below, release time or overload pay for high school teachers when that special education teacher's assignment of ERC students and consequent IEP caseload meets the following formula:

Student has one (1) ERC class = student counts as a 1.1

Student has two (2) ERC classes = 1.2

Student has three (3) ERC classes = 1.3

Student has four (4) ERC classes = 1.4

<i>Target #</i>	<i>Overload pay</i>	<i>Additional</i>
25	One release day or \$700 for the first student over target per quarter	\$50 for every additional student per quarter

Overload will be provided when the caseload exceeds 25.

Release time shall be on site unless otherwise agreed to by the Director of Special Education. Additional release time may be requested when special circumstances arise and are deemed necessary.

Class size computations will be made on the 20th day of each quarter from counts based on IEP caseloads as generated by IEP's submitted to the office of the Director of Special Education and verified. Overload compensation shall be retroactive to the beginning of each quarter.

- P. First-time Kindergarten teachers will receive training for the WaKids assessment, and will be compensated up to fourteen (14) hours at the negotiated hourly rate (see Article VII, Section 5) if the training is outside of their contracted time.
- Q. Kindergarten and First Grade teachers may be provided on-site release time, additional classroom staff support, or a combination of both to administer the District required Kindergarten and First Grade Assessments.

Article VIII, Section 4
CLASSROOM VISITATION

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visitor is to a classroom, the time will be arranged after the principal has conferred with the teacher.
2. The teacher shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Article VIII, Section 5
EMPLOYEE FACILITIES

- A. The District will provide facilities and equipment which will create desirable working conditions for employees. Facilities will include sufficient storage for instructional materials and supplies, faculty lounge and dining areas, appropriate restrooms keyed and designated for staff use only, and a lockable file cabinet or other lockable storage space in each employee's immediate work area. The District will also provide work areas for each teacher during planning time complete with equipment to include: desks, chairs, lockable filing cabinets and storage areas, appropriate office supplies, and computers with e-mail capabilities. Newly created work areas will also include telephones.
- B. Teaching staff in individual buildings shall have the opportunity to request funds for additional needed facilities, such requests should be made to the superintendent in writing no later than February 1st for the following budget year. These requests will be considered at the time the budget is prepared. When new facilities are planned, teaching staff will participate in the planning and will have the opportunity to request adequate facilities and equipment.
- C. Employees will be issued keys to their classrooms at the beginning of each school year and shall return them at the end of the year. Employees will receive keys which will provide access to buildings during non-school hours on a temporary or permanent basis when such access is needed. However, employees are responsible for maintaining security of the buildings and the principal may withhold issuing keys to individual employees if there is evidence that the buildings are not properly secured or are being used for purposes not permitted under District policies or rules and regulations.

Article VIII, Section 6
SAFE WORKING CONDITIONS

Unsafe or hazardous working conditions as defined by applicable statute or regulations shall be reported by employees to their immediate supervisors. The employees shall not be required to perform services in locations where such conditions exist.

Article VIII, Section 7

LAYOFF AND RECALL (REDUCTION IN FORCE)

A. Definitions

1. The term "layoff" as used herein refers to action by the Board to reduce the number of certificated employees covered by this Agreement due to one or more of the following:
 - a. Failure of anticipated revenues to materialize, making it impossible to maintain the educational program at the existing level after consideration is given to existing costs plus inflationary increases.
 - b. Elimination or reduction of existing programs.

B. Board Decisions

1. When making decisions necessitated by conditions specified in A. 1. (a), the Board shall consider and attempt to maintain:
 - a. The existing program required for graduation, accreditation, and state board requirements for apportionment.
 - b. Programs for which categorical or other special funds are provided or may be provided if applied for.
 - c. The effects of such program reductions on programs which require continuity in order to operate successfully and where a one-year interruption may do significant long-term harm to the program.
2. The Board shall seek out, contact, and apply for special financial assistance from such sources as may be available.
3. Prior to adopting a reduced program the Board shall consult with the Association consistent with Right of Consultation provisions of this Agreement.

C. Seniority

1. Layoff shall be by seniority except as modified by the provisions of this Article. Seniority shall mean the total years of certificated experience in the State of Washington. The determination of a year of teaching experience in the State of Washington shall be consistent with OSPI guidelines for determining a year of teaching experience.
2. By February 1 of each school year, the District will prepare and distribute to the Association a seniority list using the following criteria:
 - a. Seniority: by years of Washington State Experience from greatest to least.
 - b. By degree: Doctorate, Masters then B.A.
 - c. By credits beyond latest degree.

- d. By Clock hours as calculated on the State of Washington Salary Schedule.
 - e. Substitute experience within the state will be considered regular teaching experience.
3. In the event of more than one individual teacher having the same seniority ranking after applying the above provision, all teachers so affected will be ranked in accordance with the number of education credits beyond the BA degree submitted to the District as of October 1 of the then current school year.
 4. In the event of more than one individual teacher having the same number of credits after applying the above provision, the affected employees will be ranked based upon the employee's summative evaluation score. In the event of more than one individual teacher having the same summative evaluation score after applying the above provision, all teachers so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all teachers 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 teachers and the Association to be in attendance.

D. Layoff Procedures

1. In the event it becomes necessary to lay off teachers, the following procedure will be implemented:
 - a. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
 - b. Staff selections to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided the ratio of protected classes of employees as defined by equal employment legislation and regulations shall be maintained at the same level as has been established for the current school year. Employees shall be considered qualified to hold a position if they hold proper certification.
 - c. Teachers currently assigned to full-time teaching positions shall be first assigned to full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time teaching position but may choose to accept such a position on a voluntary basis.
 - d. Teachers currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority, provided no part-time teacher with less seniority shall be assigned to any part-time teaching position unless such a position is declined by all teachers (full and part-time with greater seniority).
 - e. Individual teachers not slotted into a teaching position will be notified of layoff in accordance with applicable statute, regulations, and this Agreement.
 - f. Teachers on layoff shall be placed in one of two rehiring categories and ranked by seniority therein:
 - i. Protected class teachers as herein defined.

- ii. All other teachers.
2. It is understood and agreed that although teachers properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off teacher shall be considered to have rehirement rights for 27 months following expiration of his/her contract in effect at the time of the layoff or until such a time as the employee rejects an offer of equal FTE status with the District.

E. Recall Procedure

1. In the event that additional revenues become available, and the Board elects to restore program levels, or if vacancies occur due to resignation, retirement, non-renewal or discharge, the Board shall first recall all qualified teachers in the bargaining unit who have been laid off, before the Board employs or assigns any additional personnel to fill teaching assignments. Teachers on layoff shall first be recalled by seniority from Category i, above, until such category is exhausted or until the District meets its Utilization Profile in each or all protected classes, whichever occurs first; and thereafter teachers in Category (b), above, will be recalled by seniority.
2. Teachers who were previously assigned to full-time teaching positions, shall be recalled to part-time teaching positions provided that no part-time teacher with less seniority shall be recalled to any part-time teaching position, unless such a position is declined by all teachers (full and part-time) with greater seniority.
3. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
4. Any teacher so notified shall respond within fourteen (14) calendar days from receipt of said notice, whether the teacher accepts or rejects the position. If a teacher rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District.

F. Layoff Benefits

1. All positions of substitute teachers shall be first offered to teachers on recall using the online substitute system, before any other person is offered such a position.
2. All benefits to which a teacher was entitled at the time of his/her layoff including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

Article VIII, Section 8

PROMOTION AND RETENTION OF PUPILS

- A. Each teacher responsible for evaluating student performance shall follow District policies and regulations regarding communication with parents and pupils of instructional objectives and progress in relation to these objectives. It is the right and the responsibility of each teacher to make recommendations regarding promotion or retention of pupils for whose instruction they are responsible. In the event an administrator changes a grade, the teacher will be notified as soon as possible of the change and the reasons for the change.
- B. If a teacher discovers that District policies regarding promotion and retention were not properly followed in a situation involving a student for which the employee made a recommendation, the employee may appeal this decision as prescribed in Article X of this Agreement.
- C. If a teacher discovers that the student has been promoted within the policy guidelines but without his/her recommendation, the teacher may place a letter in the student's file.

Article VIII, Section 9

ADMINISTRATIVE DESIGNEE

Each building administrator will appoint a staff member to act on his or her behalf in the event that an emergency management decision needs to be made and the administrator is not in the district or cannot be contacted. This appointment may be a certificated teacher. Acceptance of this assignment will be voluntary.

Should this designee be required to spend time in addition to his or her regular duty day or during his or her planning time, s/he will be paid for such time at the hourly rate established in this Agreement or may be granted released time during the contract year.

Article VIII, Section 10

MENTOR TEACHER PROGRAM

For teachers with no experience, the Principal shall identify a mentor, in-building if possible, to provide support. Mentors and teachers being mentored will be provided a one-time stipend of three hundred dollars (\$300.00) each.

Article VIII, Section 11

NO STRIKE

During the life of this Agreement, it is not the intent of the Association to take part in any strike, unless called by or proposed by NEA, WEA, AFT, 4th Corner Uniserv and with the agreement of our membership, PSE, SEIU and/ or the AFL/CIO.

Article VIII, Section 12
INSTRUCTIONAL MATERIALS

The District is responsible for supplying the materials it deems as necessary to teach the district-adopted curriculum. Teachers will not be asked nor required to purchase instructional materials from their personal funds.

ARTICLE IX - CERTIFICATED EVALUATION AND PROBATION

Article IX, Section 1
PROVISIONS APPLICABLE TO ALL EMPLOYEES

INTRODUCTION

The parties agree that the following evaluation system is to be implemented in a manner consistent with state RCW and WAC as now and hereafter written. RCW 28A.405.110 “(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 employees and to acknowledge, recognize, and encourage superior employee 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.”

A. General Observation and Evaluation Procedures

1. The following provisions pertain to all observation and evaluation options described in Article IX:
 - a. Statements and information brought to the District’s attention from sources other than the appointed evaluator, including parents and students, questioning employee competency may prompt further inquiry but evidence of competency will be based on the evaluator’s direct observations, conversations with the employee, and the collection of products or results of the employee’s work.
 - b. Individual employee evaluations are not subject to public disclosure unless required by law.
 - c. The district shall require each administrator, each principal, or other supervisory personnel who has responsibility for evaluating employees to have training in evaluation procedures designed to implement the state’s evaluation system and to maximize rater agreement.
 - d. In an effort to ensure the equitable evaluation of all employees in accordance with the law, the parties will contemplate the effect of disparities in class size, class composition (academic profile, behavioral profile), case loads, etc., which create fundamentally different classroom circumstances.

- e. A final written evaluation reflecting all observations and other supporting documents used during the evaluation process shall be completed for each employee by the evaluator and discussed with the employee prior to June 1.
- f. Upon completion and discussion of the final evaluation form, the employee shall sign the District copy as an indication of the employee's awareness of the comments and summary statement recorded thereon. Such signature shall not necessarily be interpreted to be an agreement with the comments and/or summary statement. The employee may attach his/her comments to the final evaluation form, which shall become part of said report.

B. Definitions

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

C. Evidence and Artifacts

1. Both the employee and the evaluator will contribute to evidence collection necessary to complete the evaluation. Said collection will be accomplished openly and, wherever possible, jointly. An employee is expected to submit artifacts for completion of the evaluation.
2. The District commits to documenting the evidence of performance via observations and conversations to the greatest extent possible so as to lessen the time required by employees to compile evidence readily available via observation. The evaluator may not require a specific number of pieces of evidence or artifacts.

Article IX, Section 2

PROVISIONS APPLICABLE TO CLASSROOM TEACHERS

A. Evaluation Model

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

B. State Criteria and Instructional Framework

1. Classroom teachers will be evaluated based upon the criteria defined in Washington State Law in WAC 392-191A-060. The eight State criteria are:

Criterion 1: Centering instruction on high expectations for student achievement,

Criterion 2: Demonstrating effective teaching practices,

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs,

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum,

Criterion 5: Fostering and managing a safe, positive learning environment,

Criterion 6: Using multiple data elements to modify instruction and improve student learning,

Criterion 7: Communicating and collaborating with parents and the school community, and

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

2. Instructional Framework: the parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The instructional framework will be posted for employees on the District's website and incorporated into this Agreement by reference.

C. Evaluation Types

1. A "comprehensive evaluation" produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A comprehensive evaluation must be completed for:
 - a. Classroom teachers who are provisional employees;
 - b. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
 - c. All other classroom teachers at least once every four years.
2. A "focused evaluation" produces a summative performance rating based on one of the eight evaluative criteria selected by the teacher and approved by the teacher's evaluator plus the student growth rubrics from the selected criterion (Criteria 3, 6, 8) or from Criterion 3 or 6 if the selected criterion is Criterion 1, 2, 4, 5 or 7. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.
3. A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher's evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before November 1st.
4. Upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next three years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

D. Comprehensive Evaluation Procedures

The comprehensive evaluation shall include the following steps:

1. Self-Assessment and Goal Setting
 - a. Using Danielson's Instructional Framework and the state's 8 evaluation criteria as a guide, teachers will reflect on their previous year in teaching and may utilize the Teacher Self-Assessment Worksheet to aid in goal-setting. In establishing goals teachers may consider discussions with their principal, their experiences the previous year, School Improvement Goals, department or grade-level team goals, and PLC teamwork as the teacher determines relevant. During the cycle of reflection, goal setting, observation, and dialogue, teachers and the evaluator will discuss these goals as necessary.
2. Student Growth Goal Setting

- a. In addition to setting other professional goals, all teachers will set goals within Student Growth Rubrics 3.1, 6.1 and 8.1 using the Comprehensive Teacher Goal Setting Worksheet. Appendix “Goal Setting Worksheet”. During the cycle of reflection, observation, and dialogue teachers and the evaluator will discuss identified student growth goals, assessments used to measure identified goals, and the points in time at which the baseline and assessment of growth will be measured.
 - i. Student growth goals will be based on each teacher’s current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.
 - ii. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress on the Comprehensive Teacher Goal Setting Worksheet.

3. Teacher Observation

Classroom observations may be both formal and informal:

- a. A formal observation is an announced or scheduled classroom observation. The formal classroom observation process consists of a pre-observation conference, the classroom observation, and a post-observation conference provided the parties may opt to forgo the second pre and/or post conference by mutual agreement.
 - i. Formal observations last a minimum of 20 minutes and up to an entire instructional period. No less than 40 of the 60 minutes required by law shall occur in the form of formal observations.
 - ii. An employee in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.
 - iii. New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.
 - iv. The final formal observation shall occur prior to May 15th.
 - v. Prior to the first observation the teacher may collect and prepare artifacts of professional performance to be initially considered by the evaluator.
 - vi. Pre-Observation Conference: Prior to the first observation the teacher and the evaluator may discuss the teacher’s annual goals, the specific lesson components, assessments, targets of the lesson to be observed, and the date and time of the observation. The conference gives teachers an opportunity to demonstrate their planning and preparation skills.
 - vii. Observation: The evaluator will arrive at the teacher’s classroom at a predetermined time discussed in the pre-observation conference. The evaluator will pay particular

attention to the learning targets, Danielson Framework components, and assessments that were discussed in the pre-observation conference.

- viii. Post-Observation Conference: Post-observation conferences will be held within five (5) business days of the formal observation. The post-conference meeting provides an opportunity for the teacher and evaluator to reflect on the lesson observed, to share ideas, and suggestions, and discuss artifacts and evidence to be considered in the summative score.
 - ix. During the Post Conference employees shall be notified of serious deficiencies that could affect their continued employment. Such notice shall include discussion of areas of concern, the applicable criteria and specific components, and the evaluator's suggested solutions to remedy the concern. Concerns shall be placed in writing. The intent of such notice is to provide ample time for the employee to improve his/her performance.
 - x. Additional observations may occur as determined necessary by the evaluator or at the request of the teacher. Pre- and post-observation conferences for additional observations may occur at the request of either the teacher or evaluator. Observations do not have to be in the classroom.
 - xi. Following each formal observation, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared. The report shall be provided within five (5) business days of the post-observation conference.
 - xii. Evidence provided by the teacher during the evaluation cycle shall be incorporated by the evaluator and be given appropriate consideration in determining the final evaluation score.
 - xiii. Post-observation conferences may be cancelled upon mutual agreement of the teacher and the evaluator.
- b. An informal observation is typically an unannounced observation that enables an evaluator to gather more information about the teacher's practice. The informal observation complements the formal observation and is typically shorter in length and is designed to collect information about a teacher's performance.
 - c. The evaluator will observe the teacher according to the components described in the Danielson rubric. Recognizing every lesson taught will not contain demonstrations of every component, the evaluator rates only the components observed during the classroom observation. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.

4. Summative Evaluation Procedures

- a. A conference between the teacher and evaluator will be held to discuss the artifacts, evidence, and observations gathered during the school year and the final summative score.

- b. After being presented with a summative score by the evaluator, the teacher may request a meeting to discuss the summative score. Should this meeting occur the teacher and evaluator shall discuss areas in which the summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared by either the teacher or evaluator. After the evaluator has considered the additional evidence the employee will be presented with a final summative score.
- c. If the evaluator determines the teacher is below proficient, the evaluator must provide evidence to support this rating.
- d. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
- e. Prior to June 1, the teacher and evaluator will sign two copies of the Summative Evaluation Report.

E. Comprehensive Criterion and Summative Performance Ratings

Summative Performance Ratings

The four-level rating system includes the following: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

The final evaluation rating will be calculated by adding the scores in each criterion using a raw score and using the rating bands below:

SCORE	LEVEL
29-32	4 – Distinguished
22-28	3 – Proficient
15-21	2 – Basic
8-14	1 – Unsatisfactory

All eight state criteria must contribute to the overall summative evaluation. More than one measure of student growth must be used in scoring the student growth rubrics. An overall summative score shall be derived by calculation of all criteria and determining the final four-level rating.

Provisional employees shall not have recourse through the arbitration provision to contest the District's decision. Provisional employees are those employees employed on a provisional contract pursuant to Washington State law. A second year Provisional teacher who receives a final rating of 3 – Proficient or 4 – Distinguished may be granted continuing contract status for the subsequent school year.

The District's decision to non-renew employees shall be in accordance with the terms herein and RCW 28A.405.210 and RCW 28A.405.220.

Criterion Rating

1. The final summative score for a comprehensive evaluation is determined by an analysis of evidence. The criterion scoring methodology to be used will be the “raw score methodology” in which all component scores in each criterion are added to produce a raw score for that criterion. The overall criterion rating is determined based on the scoring band into which the raw score falls.
2. The evaluator will score criterion components throughout the year so as to give guidance to teachers concerning specific performance. The intent is to ensure teachers are made aware of serious deficits as early as is reasonably practical.

F. Focused Evaluation Procedures

The focused evaluation will be conducted in accordance with the Instructional Framework identified above, and this bargaining agreement incorporates by reference and in appendices the rubrics required for use by OSPI. Teachers who have scored a 3 or better in the previous year may be eligible to participate in a Focused Evaluation.

1. Teachers on Focused Evaluation will be rotated to the Comprehensive evaluation once every four years. The evaluator or employee may request the Comprehensive Evaluation process be conducted in any given school year.
2. A teacher on a Focused Evaluation will meet with the evaluator early in the school year preferably not later than October 15th. The teacher will identify one of the eight criteria as the basis of the evaluation and develop growth activities that address that criterion. The selected criterion must be approved by the teacher’s evaluator and may have been identified in a previous year’s comprehensive summative evaluation. If the chosen criterion is not #3, 6, or 8, then the student growth component of Criterion 3 or 6 will additionally be incorporated into the plan.
3. In addition to setting other professional goals, teachers on a focused evaluation shall identify a student growth goal on the Teacher Goal Setting Worksheet. If the employee chooses criterion 3, 6, or 8, the student growth components from the criterion will be used. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - a. Student growth goals will be based on each teacher’s current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.
 - b. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress on the Teacher Goal Setting Worksheet.
4. Observations, conferences, and timelines for the Focused Evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process above, provided the Focused Evaluation shall include the following steps:

- a. A professional growth activity that is relevant, meaningful, and doable shall be proposed by the teacher at the first pre-observation conference.
 - b. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - c. The role of the evaluator is to assist the teacher in developing and implementing the professional growth activity by making reasonable efforts to provide the resources to implement it.
 - d. The score received on the selected criterion is the score assigned as the final summative score.
 - e. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
5. The summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focus summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 – Distinguished score may be awarded by the evaluator.
 6. Teachers on the Focused Evaluation system will receive a rating utilizing the four established labels: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; Level 4 – Distinguished.

G. Student Growth Scoring

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, 3.2, 6.1, 6.2 and 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 1. 5-12—Low
 2. 13-17—Average
 3. 18-20—High
2. If the teacher receives an overall summative score of 4 (distinguished) but a low student growth score, they must be automatically moved to a 3 (proficient). If a teacher receives a low student growth score or a 1 on any single criterion on the summative evaluation, the teacher and evaluator will mutually agree to one of the following to satisfy the Student Growth Inquiry requirement:
 Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- d. Create and implement a professional development plan to address student growth areas.

If agreement cannot be reached the evaluator will determine the inquiry to be used from the above list.

3. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

Article IX, Section 3

PROVISIONS APPLICABLE TO SUPPORT PERSONNEL

A. Evaluation Model

All support personnel (i.e., ESAs, Counselors, Librarians, TOSAs, Program Support Specialists, and Athletic Directors) shall be evaluated using the following evaluation criterion.

B. Support Personnel State Evaluation Criteria

1. Support Personnel will be evaluated based upon the criteria defined in Washington State Law in WAC 392-191A-210:

Criterion 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of, and knowledge about, common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

The employee:

1. Provides a rationale and/or explanation of services offered based upon sound theory and research.
2. Attends and participates in learning activities in specialized area.
3. Participates with other staff members in activities designed to increase knowledge of overall educational goals and practices, and client needs.
4. Demonstrates understanding of the basic principles of human growth and development.

Criterion 2: SPECIALIZED SKILLS

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

The employee:

1. Demonstrates ability to design and implement specific programs to meet District needs within his/her specialized area.
2. Demonstrates ability to acquire, interpret, and utilize information regarding pupils in a manner which improves pupil performance.
3. Demonstrates ability to acquire, interpret, and utilize information regarding pupils in a manner which assists other staff members in making decisions.
4. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student and to help students integrate and assimilate data.
5. Develops goals and objectives which facilitate program implementation.

Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

The employee:

1. Selects and recommends appropriate materials and equipment to meet student needs.
2. Provides support and advice to other staff members engaged in program development.
3. Protects student privacy and handles student and family information in a manner consistent with laws, regulations, and codes of ethics.

Criterion 4: THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

The employee:

1. Demonstrates awareness of law, regulations, and policies as they relate to his/her specialized functions.
2. Participates in activities of organizations of professionals with similar specializations, or in some other way, demonstrates commitment to maintaining and improving specialized knowledge and skills.
3. Participates in workshops, seminars, and graduate study when necessary to continue to improve professional competence.

Criterion 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

The employee:

1. Follows a schedule which maximizes availability.
 2. Makes co-workers aware of support services available.
 3. Systematically seeks information on pupil and teacher needs.
 4. Communicates effectively and professionally with other employees using established procedures and forms.
 5. Is perceived by other staff members, pupils and parents as providing valuable support.
 6. Maintains adequate written records of services provided to assist in future support and program evaluation.
 7. Works cooperatively with administrators keeping them informed of potential problems, areas needing improvement, and possible strategies which could lead
 8. Provides written analysis of information, program evaluations, and program proposals as needed.
 9. Is responsible and dependable in following through with commitments.
 10. Utilizes teaching skills consistent with District criteria for teachers when pupil contact is appropriate.
2. Certificated staff on the Support Personnel evaluation system will receive a rating of either Satisfactory or Unsatisfactory within each criterion. If two or more criteria are deemed unsatisfactory, the employee's overall summative rating may be deemed unsatisfactory.

C. Evaluation Types for Support Personnel

1. Employees will be evaluated according to RCW28A.405.100 using either the Standard Observation and Evaluation Procedures or Professional Growth Option (PGO).
2. All employees except leave replacement and retire/rehire shall be observed and evaluated on the Standard Observation and Evaluation procedure for the first five (5) consecutive years of employment with the Arlington School District. After five (5) or more years of successful evaluations in the District, and annual concurrence of the evaluator, the employee can utilize the PGO process described in the Certificated Employee Evaluation Handbook. However, following five (5) consecutive years on the PGO, an employee will be observed with evaluation on the Standard Form and Evaluation criteria.
3. Support personnel shall be transferred from a PGO evaluation to a standard support evaluation at the request of the employee or the employee's evaluator. Should an evaluator determine that a support personnel on a PGO evaluation should be moved to a standard evaluation for that school year, the employee must be informed of this decision in writing at any time on or before November 1.

D. General Observation Procedures for Support Personnel

1. During each school year all employees covered under Article IX, Section 3 shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes.

2. An employee in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.
3. New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.
4. Following any observation to be used for evaluation purposes in the standard evaluation form, the principal, or designee, shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared. The report shall be provided within five (5) business days of the post-observation conference.
5. Each employee shall have access to a confidential conference before each formal observation and access to a confidential conference after each observation.
6. The employee shall sign the District copy of the observation form and shall be provided a copy of said form. The employee's signature represents only the indication that he/she is aware of the comments and summary statement recorded thereon and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or the summary statements. The employee may attach his/her own comments to any observation report, which contents shall become part of the report.
7. In the event that any observation report indicates that the employee has serious performance deficiencies in one (1) or more areas defined in the evaluation criteria, the principal, or designee, shall include expectations for improvement.

E. Support Personnel Final Evaluation Procedures

1. A final, written evaluation reflecting all observations and other supporting documents used during the evaluation process shall be completed for each employee by the evaluator and discussed with the evaluatee prior to June 1.
2. Upon completion and discussion of the final evaluation form, the employee shall sign the District copy as an indication of the employee's awareness of the comments and summary statement recorded thereon. Such signature shall not necessarily be interpreted to be an agreement with the comments and/or summary statement. The employee may attach his/her own comments to the final evaluation form, which shall become part of said report.
3. Employees whose final evaluation clearly indicates that improvement is needed in one (1) or more criteria shall be observed and evaluated the next school year in accordance with the Standard Observation and Evaluation Procedures for Support Personnel identified in Article IX, Section 3, E.
4. The final evaluation form shall be promptly forwarded to the Human Resources Office for filing in the employee's personnel file.

Article IX, Section 4

SUPPORT, RESOURCES, INTERVENTION STRATEGIES AND PROBATION APPLICABLE TO ALL EMPLOYEES

A. Non-Probationary Plans of Assistance

1. The parties agree the following non-provisional employees will participate in a non-probationary plan of assistance:
 - a. Any continuing contract employee who receives an unsatisfactory evaluation at the end of the previous school year;
 - b. Any continuing contract employee who has had a minimum of two (2) formal observations (for a total observation time of no less than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and
 - c. Any continuing contract employee with more than five years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
 - d. The District may require the following employees to participate in a non-probationary plan of assistance:
 - i. Any provisional employee;
 - ii. Any continuing contract employee with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
 - iii. Any continuing contract support personnel with an unsatisfactory rating in one or more criterion on the support personnel evaluation.
2. For employees participating in a non-probationary plan of assistance, the administrator and the employee shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least one (1) additional formal observation shall be held to determine if the employee has made sufficient progress in the identified areas of deficiencies.
 - a. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

B. Probation

1. Employees shall be placed on probation subject to the following:
 - a. At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.

- b. When a classroom teacher's work is "not judged satisfactory" as that term is used in "B.1.a" above: Level 1 (Unsatisfactory); or Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- c. When a support personnel employee is "not judged satisfactory" as that term is used in Article IX, Section 3, B, 2: the employee's overall summative rating may be deemed unsatisfactory when two or more criteria are deemed unsatisfactory.
- d. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator as stated below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.
 - i. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of his/her usual abode with some person of suitable age and discretion then residing therein.
 - ii. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiencies.
 - iii. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.
- e. Second Evaluator During Probation
 - i. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving his or her areas of deficiency. The District and the Association shall attempt to reach agreement on the additional evaluator, and if unable to agree, the District shall appoint the second evaluator.
 - ii. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. This evaluation shall be based on observations and a review of evidence. The second evaluator will focus on deficiencies identified by the primary evaluator and areas of disagreement the employee has with the original evaluation. The second evaluator shall use the district evaluation criteria and scoring methodologies to report on the employee's performance.

- iii. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and provide assistance in areas of deficiency.
- iv. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating his or her performance and provide a report to the employee and the superintendent.
- f. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- g. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.
- h. Every such employee so notified at his/her request made in writing and filed with the Board of Directors of the District within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which would have prevailed if his/her employment had actually been renewed by the Board of Directors for such ensuing term.

Article IX, Section 5

PROVISIONAL EMPLOYEES

- A. Provisional employees, whose performance does not meet minimum requirements will receive written notice from the Superintendent by May 15, or June 15 if the omnibus appropriations act has not passed the legislature by May 15, that the District does not intend to renew the employment contract. Such notice will cite the reason for such determination and will contain notice of any appeal rights that the employee may have and notice of the appeal processes.
- B. Within ten (10) days of receiving such notice the provisional employee may request (in writing) the opportunity to hold an informal meeting with the Superintendent. The Superintendent will submit his/her recommendation for non-renewal to the Board (RCW 28A.405.220). The provisional employee will be notified in writing of the Superintendent's decision at least three (3) days prior to a meeting of the Board. The Board will consider any written communication prior to rendering a decision.
- C. The Board will notify the provisional employee of its decision within ten (10) days following the meeting. Such decision will be considered final.

- D. Any provisional employee who does not request an informal meeting will be adversely affected as specified in the written notice.

Article IX, Section 6

APPEAL

Only alleged violations of the procedures outlined in this Article are subject to the grievance process.

ARTICLE X - GRIEVANCE PROCEDURE

Article X, Section 1

DEFINITIONS

- A. A "**grievant**" shall mean an employee or group of employees represented by the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement, or of an existing Board rule or policy, applicable to members of the bargaining unit.
- C. A "party of interest" is the employee or employees filing the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the dispute.
- D. "Days" shall mean all days in which the District Administrative Office is normally open.

Article X, Section 2

TIME LIMITS

No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed within the time limits set forth in each step, it shall automatically be waived.

Article X, Section 3

CONTENTS OF THE GRIEVANCE

- A. During each step where a grievance is formally filed, a written statement shall be submitted which shall clearly specify:
 - 1. The specific section of the Agreement or the Board Policy or Procedure allegedly violated;
 - 2. When this alleged violation occurred;
 - 3. In what way there has been a misinterpretation of this Agreement;
 - 4. The results of the previous step in the grievance procedure and why such results were unsatisfactory;

5. The name of the grievant, the manner in which the grievant has been injured and the proposed remedy or remedies for resolution of the grievance. The District shall make available, in each school office, forms for filing grievances.

Article X, Section 4

RIGHTS TO REPRESENTATION

- A. The grievant shall file a copy of the grievance with the Association. The grievant may request that an Association representative be present at Step one (1) of this procedure. At all subsequent steps, the Association may have representation present at its option, but the District will pay for released time for only one representative.
- B. If in the judgment of the Association, a grievance affects a group of teachers of the Association, the Association may initiate and submit formally such grievance to the Superintendent directly, and the processing of such grievance shall be commenced at Step two (2). However, nothing in this Agreement will be interpreted as limiting the right of an individual employee to attempt to resolve the dispute at Step one (1).
- C. Grievances involving more than one administrator or administrators above the building level may be filed by the Association at Step two (2).
- D. Grievances involving alleged violations of Association rights shall be filed at Step two (2).
- E. The Association, on its own, may continue grievances filed and later dropped by a grievant, provided that the grievance involved the application or interpretation of this Agreement.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising here asunder may be processed through the grievance procedure until resolution.

Article X, Section 5

PROCEDURE

- Step 1: Within twenty (20) days of the discovery of the act or condition which is the basis for the grievance, the grievant may formally file the grievance with his/her immediate supervisor, who will arrange for a conference to take place within five (5) days after receipt of the grievance. The grievant will be present for the conference and may have Association representation if he/she desires. Within five (5) days following the conference the supervisor will provide the grievant and the Association with a written answer to the grievance. Such answer shall include the reasons upon which the decision was based.
- Step 2: If the grievant is not satisfied with the disposition of his/her grievance at Step one (1) or if no decision has been rendered within ten (10) days following presentation of the grievance, the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within ten (10) days of his/her receipt of appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her designee shall within five (5) days provide the Association and the grievant(s) with a written decision. If the

grievant or the Association does not appeal to the Superintendent within twenty (20) days after failing to achieve satisfaction at Step one (1), the grievance shall automatically be waived.

Step 3: If the grievant is not satisfied with the decision at Step two (2), or if no decision has been rendered within twenty (20) days following the filing of this appeal, the grievant may request that the Association submit the grievance to arbitration. Such request must be made within fifteen (15) days following the receipt of the decision made at Step two (2). The Association shall notify the District of its intent to seek arbitration within twenty (20) days following the decision at Step two (2), and within five (5) days following this notification, the Association and the Board will jointly request a list of five (5) arbitrators from the American Arbitration Association. They shall alternately strike names from this list. The first name not stricken by either party shall be the arbitrator utilized. The arbitrator so selected shall schedule and conduct hearings as expeditiously as possible following the rules and procedures of the American Arbitration Association. Within twenty (20) days following the hearing, the arbitrator will set forth findings of fact, reasoning, and conclusions on the issues submitted. The findings of the arbitrator shall be final and binding on the parties.

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

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

If the Association opts for an alternate method of dispute resolution as provided for by law or regulation, Step three (3) of the grievance procedure shall not be utilized for the same claim.

ARTICLE XI - TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2021 and shall continue in effect until August 31, 2024. Provisions of this Agreement will be opened for collective bargaining only by mutual agreement of the parties.

Negotiations on the successor agreement shall begin prior to June 1. In the event that adhering to contractual language would prevent the District from complying with legislative mandates or other applicable and/or controlling law, those sections which are applicable, shall be reopened at the request of either party and all other provisions of this Agreement shall continue in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of matter appropriate for collective bargaining, and, that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

ARLINGTON EDUCATION ASSOCIATION / ARLINGTON SCHOOL DISTRICT

BY Chris Sweet Arlington School District Representative

BY Jason Klein Arlington Education Association Representative

Dated this 22 day of November 20 21

Appendices

Appendix A

ARLINGTON PUBLIC SCHOOLS 2021-2022 Base and Supplemental Salary Schedule						
<u>Years of Service</u>		<u>BA</u>	<u>BA+45</u>	<u>BA+90/MA</u>	<u>MA+45</u>	<u>MA +90 or PhD</u>
0	Base	56,384	60,340	64,297	68,254	73,200
	Supplemental	5,810	6,218	6,625	7,033	7,543
	Total: \$	\$ 62,194	\$ 66,558	\$ 70,923	\$ 75,287	\$ 80,743
1	Base	57,620	61,577	65,534	69,490	74,436
	Supplemental	5,937	6,345	6,753	7,161	7,670
	Total: \$	\$ 63,558	\$ 67,922	\$ 72,287	\$ 76,651	\$ 82,107
2	Base	58,857	62,813	66,770	70,727	75,673
	Supplemental	6,065	6,473	6,880	7,288	7,798
	Total: \$	\$ 64,921	\$ 69,286	\$ 73,650	\$ 78,015	\$ 83,470
3	Base	60,093	64,050	68,007	71,963	76,909
	Supplemental	6,192	6,600	7,008	7,415	7,925
	Total: \$	\$ 66,285	\$ 70,650	\$ 75,014	\$ 79,379	\$ 84,834
4	Base	61,330	65,286	69,243	73,200	78,146
	Supplemental	6,320	6,727	7,135	7,543	8,052
	Total: \$	\$ 67,649	\$ 72,014	\$ 76,378	\$ 80,743	\$ 86,198
5	Base	62,813	66,770	70,727	74,684	79,630
	Supplemental	6,473	6,880	7,288	7,696	8,205
	Total: \$	\$ 69,286	\$ 73,650	\$ 78,015	\$ 82,379	\$ 87,835
6	Base	64,297	68,254	72,211	76,167	81,113
	Supplemental	6,625	7,033	7,441	7,849	8,358
	Total: \$	\$ 70,923	\$ 75,287	\$ 79,652	\$ 84,016	\$ 89,472
7	Base	65,781	69,738	73,694	77,651	82,597
	Supplemental	6,778	7,186	7,594	8,002	8,511
	Total: \$	\$ 72,559	\$ 76,924	\$ 81,288	\$ 85,653	\$ 91,108
8	Base	67,265	71,221	75,178	79,135	84,081
	Supplemental	6,931	7,339	7,747	8,154	8,664
	Total: \$	\$ 74,196	\$ 78,560	\$ 82,925	\$ 87,289	\$ 92,745
9	Base	68,749	72,705	76,662	80,619	85,565
	Supplemental	7,084	7,492	7,900	8,307	8,817
	Total: \$	\$ 75,833	\$ 80,197	\$ 84,562	\$ 88,926	\$ 94,382
10	Base	70,232	74,189	78,146	82,103	87,048
	Supplemental	7,237	7,645	8,052	8,460	8,970
	Total: \$	\$ 77,469	\$ 81,834	\$ 86,198	\$ 90,563	\$ 96,018
11	Base	71,716	75,673	79,630	83,586	88,532
	Supplemental	7,390	7,798	8,205	8,613	9,123
	Total: \$	\$ 79,106	\$ 83,470	\$ 87,835	\$ 92,199	\$ 97,655
12	Base	74,684	78,640	82,597	86,554	91,500
	Supplemental	7,696	8,103	8,511	8,919	9,429
	Total: \$	\$ 82,379	\$ 86,744	\$ 91,108	\$ 95,473	\$ 100,928
13	Base	74,684	81,608	85,565	89,521	94,467
	Supplemental	7,696	8,409	8,817	9,225	9,734
	Total: \$	\$ 82,379	\$ 90,017	\$ 94,382	\$ 98,746	\$ 104,202
14	Base	74,684	84,576	88,532	92,489	97,435
	Supplemental	7,696	8,715	9,123	9,530	10,040
	Total: \$	\$ 82,379	\$ 93,291	\$ 97,655	\$ 102,019	\$ 107,475
15	Base	74,684	84,576	91,500	95,457	100,403
	Supplemental	7,696	8,715	9,429	9,836	10,346
	Total: \$	\$ 82,379	\$ 93,291	\$ 100,928	\$ 105,293	\$ 110,748
16 - 19	Base	74,684	84,576	94,962	99,908	104,854
	Supplemental	7,696	8,715	9,785	10,295	10,805
	Total: \$	\$ 82,379	\$ 93,291	\$ 104,747	\$ 110,203	\$ 115,658
20 +	Base	74,684	84,576	98,919	104,854	110,294
	Supplemental	7,696	8,715	10,193	10,805	11,365
	Total: \$	\$ 82,379	\$ 93,291	\$ 109,112	\$ 115,658	\$ 121,660

*Supplemental contract includes pay for responsibility (96 hrs) and time (36 hrs). See AEA CBA for details.

Appendix B

COMPENSATION FOR EXTENDED DAYS

The schedule below reflects annual compensation for extended day assignments requiring a teaching certificate. Compensation for extended days shall be at the employee's per diem rate and shall be prorated by the FTE contained in the employee's annual contract.

Counselors

- High School Ten (10)
- Middle School Five (5)*
* Five (5) additional days with pre-approval of principal
- Elementary School One (1)

Nurse	Ten	(10)
Occupational Therapists (OT)	Five	(5)
Physical Therapists (PT)	Five	(5)
Psychologist	Ten	(10)
Special Education Teachers*	Seven	(7)

*See Article V, Section 8 for additional detail

Speech Language Pathologists (SLP)	Five	(5)	
Librarians	Three	(3)	(per building assigned)
Program Support Specialist	Ten	(10)	
HS Band	Fourteen	(14)	
(Six (6) additional days with pre-approval of the principal)			
Choir	Fourteen	(14)	
MS Band and Choir	Five	(5)	
Athletic Director	Twenty-Two	(22)	
Elementary Split-Class Teacher	Five	(5)	
Education Specialists	Ten	(10)	

STIPENDS

Chemical Hygiene Officer	\$1,000
Leadership Advisor	\$2,000

Appendix C

Distribution of Form

Immediate Supervisor
Association
Grievant

ARLINGTON SCHOOL DISTRICT Statement of Alleged Grievance

Name of Grievant _____ Date Submitted _____

Title of Grievance _____ Number _____

Immediate Supervisor _____

A. Specific Section of Collective Bargaining Agreement or Board Policy or Regulation
allegedly violated:

Date of Violation _____

B. Statement of Grievance:

C. Relief Sought:

Signature of Grievant

Distribution of Form

Immediate Supervisor

Association

Grievant

ARLINGTON SCHOOL DISTRICT

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

(To be completed by school principal or immediate supervisor within 5 days after conference with grievant)

Grievant _____ Date of Formal Presentation _____

Title of Grievance _____ Number _____

School _____

School Principal or Immediate Supervisor _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS
THEREFORE:

Date of Decision

Signature of School Principal or Immediate Supervisor

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 D

ARLINGTON SCHOOL DISTRICT PERSONNEL RECORDS ACCESS FORM

Employee Name: _____

Date	Reason to Review Employee Folder	District Employee Initial	Employee Initial

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Appendix F

Arlington School District

Supplemental Contract for Time, Responsibility, Incentive/Enrichment Activities

For the 2021-2022 School Year

The **Arlington School District** agrees to pay **(EMPLOYEE NAME)** a total of \$____.

- A. In accordance with RCW 28A.150.276, this supplemental contract provides compensation for activities time, responsibility, and incentives beyond the basic education contract which enrich the District's program of basic education.
- B. RCW 28A.150.276 and RCW 28A.400.200 define permitted enrichment activities and supplemental contract limitations for time-based, and non-time-based, additional duties, responsibilities, or incentives.
- C. Article V, Sections 8 and 9 of the Collective Bargaining Agreement entered into between the Arlington Education Association and the Arlington School District defines the specific requirements of the enrichment activities, including additional time, responsibility, and incentives, for which this supplemental contract provides compensation.
- D. Payment for this supplemental contract will be subject to the applicable salary provisions of the Collective Bargaining Agreement and made in twelve equal monthly installments, or a pro/rata number of equal instalments, depending on date of hire.
- E. This supplemental contract is issued in accordance with the provisions of the Collective Bargaining Agreement. Pursuant to the above cited RCW's, this supplemental contract is in effect for the contracted year set forth herein and is not a continuing contract within the scope of RCW 28A.405.210.
- F. This contract must be signed by the employee and returned to the Human Resources Department.

Employee Signature: _____ Date: _____

Employee Name _____

**VERIFICATION OF TRI/ENRICHMENT ACTIVITIES
20XX-20XX**

Directions: Fill out and return to your Building Administrator by June XX, 20XX.

Per Article V, Section 8, all certificated employees receive compensation for TRI/Enrichment activities beyond the basic contract. This compensation will be based upon each employee's placement on the TRI/Enrichment salary schedule and FTE status. **All TRI/Enrichment activities are outside of the normal school day or current assignment, and exclude other paid activities.**

Section 1: Time-Based Professional Learning Activities

- ☐ **17 Hours ~ Principal Directed Professional Learning** ~ (See Article V, Section 8 for details)

Date(s)	# of hours	Activities
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ **12 Hours ~ Staff Directed Professional Activities** ~ (See Article V, Section 8 for details)

Date(s)	# of hours	Activities
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ **7 Hours ~ On-Site Preparation of Grade Reports** ~ (See Article V, Section 8 for details)

Section 2: Professional Responsibilities~ (See Article V, Section 8 for details)

- | | |
|---|--|
| <input type="checkbox"/> Completing Safe-Schools Training | <input type="checkbox"/> Researching educational materials and supplies |
| <input type="checkbox"/> Preparation for annual school opening or closing | <input type="checkbox"/> Workshops, classes, conferences, seminars |
| <input type="checkbox"/> Conferencing with parents | <input type="checkbox"/> Evaluating student work |
| <input type="checkbox"/> Providing individual help to students | <input type="checkbox"/> IEP, Section 504, and other parent meetings |
| <input type="checkbox"/> Preparation and revision of materials | <input type="checkbox"/> Grade-level, department, building, or District Committees |
| <input type="checkbox"/> Attending evening meetings/activities | |

I certify that the information given above accurately verifies the District Directed Days I worked as specified in the Arlington Education Association Collective Bargaining Agreement and I have completed the TRI/Enrichment activities above and beyond the contracted work-day or work-year. Supporting documentation of hours and days spent, or the pro-rata number of hours, has been retained and is available upon request.

Employee Name (please print) _____ Building _____

Employee Signature _____ Date Signed _____

Supervisor Signature _____ Date Signed _____


Memorandum of Understanding
between the
Arlington Education Association
and the
Arlington School District

RE: Continuous Bargaining

The parties agree to continue bargaining on those issues relative to Workday including Supervision of Students, the State Assessment, Special Education, and Extended Contracts which will affect employees for the duration of this contract.

Either party can initiate and the other party will enter into good faith bargaining as concerns arise.

For the District:




Dr. Chrys Sweeting
Superintendent

11-22-21

Date

For the Association:



Jason Klein
AEA President

11/17/21

Date

Memorandum of Understanding
between the
Arlington Education Association
and the
Arlington School District

RE: *Staff Members with BA + 135*

Beginning with the 2018-2019 school year, the parties have agreed to eliminate the BA+135 lane on the salary schedule. Therefore, the parties agree that Becky Hollander, who is the only employee previously in the BA+135 lane, will be placed on the appropriate experience step in the MA+45 lane until she either leaves the district or acquires the appropriate credits/degrees to move to another lane. Also beginning with the 2018-19 school year, any certificated staff member hired by the district with a BA+135 will be placed in the BA+90/MA lane.

For the District:




Dr. Chrys Sweeting
Superintendent

11-22-21

Date

For the Association:



Jason Klein
AEA President

11/17/21

Date

Certificated Memorandum of Understanding



Arlington School District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington ("Plan"). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees in the PSE defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

Contributions on behalf of each eligible employee (or former employee) shall be based on the following selected funding sources/formulas:

- ☒ **Sick Leave Contributions – Retirement <or Separation from Service>¹:** Eligibility for contributions at retirement or separation from service is limited to employees who retire <or separation from service> with sick leave cash-out rights during the term of this Agreement.
- ☒ **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible²), not including any front-loaded days for the current contract year, of earned and unused sick leave. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during that calendar year.
- ☐ **Vacation, Personal and Other Leave Contributions – <Retirement or Separation from Service>:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service and become eligible to receive a leave cash-out³ during the term of this Agreement. Employer contributions shall include the cash-out value³ of unused leave days (vacation, personal, other, etc.) accrued and available for cash-out upon retirement or separation from service per negotiated agreement or Employer policy.
- ☐ **Vacation, Personal, and Other Leave Contributions – Annual:** Eligibility for contributions is limited to employees who become eligible to receive an annual leave cash-out during the term of this Agreement. Employer contributions shall include the cash-out value of leave days (vacation, personal, other, etc.) accrued and available for annual cash-out per negotiated agreement or Employer policy.
- ☒ **Mandatory Employee Contributions (no individual elections permitted):** The Employer and Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$75.00, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all Group employees defined as eligible and shall be considered and referred to as Employer contributions.
- ☐ **Direct Employer Contributions:** Employer contributions shall be equal to \$0 which shall be contributed on a monthly basis on behalf of all eligible Group employees.
- ☐ **Other:**

The term of this Agreement shall be from September 1, 2021 to August 31, 2022.

Jason Klein - Arlington E.A. 9/8/21
Signed for <Group Name> Date

[Signature]
Signed for <Employer Name>

9/14/21
Date

¹ School districts may offer a sick leave cash-out upon separation from service or retirement in accordance with RCW 28A.480.210. Educational Service Districts (ESDs) may only offer sick leave cash-outs upon retirement in accordance with RCW 28A.310.490 and Employer policy or procedure.

² Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

³ Pursuant to applicable written agreement, Employer policy, or procedure, so long as the cash-out value is not subject to individual choice.