

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH WHIDBEY SCHOOL DISTRICT NO. 206

AND

SOUTH WHIDBEY EDUCATION ASSOCIATION

2018 - 2020

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MEMORANDUM OF UNDERSTANDING

- A Letter of Agreement: Use of Early Release Days

2019-2020 Salary Schedules

PREAMBLE

This Agreement is entered into this 1st day of September, 2018 by and between the South Whidbey Education Association, and the South Whidbey School District No. 206, County of Island, Washington.

WITNESSETH

WHEREAS, the parties have reached certain understanding, which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

I - Section 1

RECOGNITION

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

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

I-Section 2

DEFINITIONS

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

The term "Collective Bargaining Agreement" shall mean this entire 2018- 2020 contract.

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

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

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

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

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

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

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

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

"Per diem day" shall be defined as the annual salary divided by 182.

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

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

ARTICLE II- STATUS AND ADMINISTRATION OF AGREEMENT

II - Section 1

RATIFICATION AND MUTUAL CONSENT

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

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

II - Section 2

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

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

II - Section 3

COMPLIANCE OF AGREEMENT

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

II - Section 4

CONFORMITY TO LAW

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

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

II - Section 5

DISTRIBUTION OF AGREEMENT

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

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

II - Section 6

DUTY TO BARGAIN

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

II - Section 7

APPENDICES

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

II - Section 8

PROFESSIONAL RELATIONS COMMITTEE

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

II - Section 9

DUES AND DEDUCTIONS

1. No member of the bargaining unit will be required to join the association. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association (including the National Education Association and the Washington Education Association) to be deducted in the coming year under payroll deductions.
2. Dues deduction forms for new employees or employees reenrolling must be delivered to the Business Office prior to deductions occurring and ideally within thirty (30) days of the employee's written authorization.
3. The deductions authorized by written authorization of the employee shall be made in twelve (12) equal amounts beginning with the pay period in September through the pay period of August each year. Deductions for employees who commence employment after August 25 shall be spread equally over the remainder of the pay periods through August. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided to the Association as receipt for said transaction.
4. The District shall also allow authorized payroll deduction of dues for any political action committee connected with WEA, NEA, or the Association. Authorizations and revocations shall be made in accordance with the internal rules governing any such committee(s) and in accordance with legal requirements governing such authorized payroll deduction.
5. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association and signed by the employee.
6. These provisions shall be applied without cost to the employee or Association.

II - Section 10

CONTRACT WAIVER PROCEDURE

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

A. Development of Waiver Proposals:

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

B. Approval Process:

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

ARTICLE III - ASSOCIATION RIGHTS

III - Section 1

EXCLUSIVITY

Throughout the duration of this Agreement, the rights and privileges afforded to the Association as the recognized representative for all bargaining unit members covered under this agreement shall not be granted to another organization seeking to represent bargaining unit members represented by the Association, except as provided by statute.

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

III - Section 2

AVAILABILITY OF INFORMATION

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

III - Section 3

RIGHTS OF CONSULTATION

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

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

III - Section 4

RELEASED TIME

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

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

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

ARTICLE IV - BARGAINING UNIT MEMBER RIGHTS

IV - Section 1

INDIVIDUAL RIGHTS

The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, sexual orientation, marital status, political activity or the lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the bargaining unit member involved. All provisions shall be as required by statute and/or the District's affirmative action program.

IV - Section 2

A. RIGHT TO JOIN AND SUPPORT ASSOCIATION

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

B. NEW EMPLOYEE ORIENTATION AND STAFF MEETINGS

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

IV - Section 3

A. JUST CAUSE

No bargaining unit member shall be disciplined (including reprimands, suspensions, reductions in rank or professional advantage, discharge, termination or other actions that would adversely affect the member) without just and sufficient cause. Any discipline shall be subject to the grievance procedure hereinafter set forth including binding arbitration except that a member may choose to use procedures outlined in RCW 28A.405.310. If the procedure outlined in RCW 28A.405.310 is used, then the member shall not subsequently use the grievance procedure for the same disciplinary action. The specific grounds forming the basis for disciplinary action will be made available to the member and the Association in writing within ten (10) days of said action. The employee shall have an opportunity to attach a written response to the reprimand.

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

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

B. NON-RENEWALS

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

IV - Section 4

ACADEMIC FREEDOM

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

IV - Section 5

PERSONNEL FILES

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

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

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

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

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

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

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

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

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

IV - Section 6

BARGAINING UNIT MEMBER PROTECTION

- A. The Board agrees to hold bargaining unit members harmless and defend from any financial loss, including attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such bargaining unit member, within or without the school building, provided such bargaining unit member, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board.
- B. Any case of assault upon a bargaining unit member resulting from his/her employment shall be promptly reported to the Board or its designated representative. The Board will reimburse the bargaining unit member for the cost of legal counsel with respect to such assault and shall promptly render all assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board shall reimburse to a maximum of \$500.00 in any one school year for replacement of any clothing or other personal property damaged or destroyed by a malicious act during the course of their employment and the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

IV - Section 7

RIGHTS & RESPONSIBILITIES OF EMPLOYEES REGARDING PUPIL DISCIPLINE

A. General Guidelines

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

IV - Section 8

INDIVIDUAL BARGAINING UNIT MEMBER CONTRACT

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

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

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

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

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

IV - Section 9

SUPPLEMENTAL CONTRACT

There shall be a Supplemental Contract for District-specified extra-curricular, extended days and supplemental assignments (Appendix F). Appointments to extra-curricular, special, extended days and supplemental assignments are for one (1) year and shall be in accordance with current statutory provisions. The District shall notify bargaining unit members in writing of appointments for the next year as early as possible, and no later than thirty (30) days before assignment is to begin. The district shall issue Supplemental Contracts for the next year as early as possible and shall endeavor to do so prior to the close of the school year.

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

IV - Section 10

ASSIGNMENT, VACANCIES, TRANSFERS, AND BYPASS

A. Definitions and General Provisions

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

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

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

Vacancy shall mean unfilled bargaining unit positions.

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

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

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

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

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

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

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

- a. All vacancies and new positions shall be publicized to the staff and Association through a written notice, as far in advance of the date of the opening of any vacancy or new position as possible. Positions may be advertised in-district and out-of-district concurrently. Positions must be advertised at least five (5) school days prior to filling of the position, except during the first month of the school year when 72 hours of notice shall be given.
- b. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
- c. In cases where two or more District employees are equally qualified for the same position, the individual determined by the superintendent to be the best fit will be selected.

- d. Internal applicants shall be interviewed and given full consideration when the District fills vacancies and new positions prior to the District hiring an external candidate.

C. Transfer:

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

D. Involuntary Transfer:

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

- E. Bypass: Once each calendar year, the district may elect to bypass Article IV, Section 10 A-D procedures, when filling a certificated position. The decision to use the bypass procedure shall be solely at the discretion of the Superintendent. The Association will be notified if the District utilizes the bypass procedure.

IV - Section 11

COVERT SURVEILLANCE

No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class, except by permission of the bargaining unit member.

IV - Section 12

STAFF DEVELOPMENT/IN-SERVICE

- A. All certificated staff will be released from direct teaching duties on designated Wednesdays, nineteen (19) half days per year. Half-days and release (full days) are to be divided so that the time is equally distributed between district-directed and staff-directed. (A half day will be defined as dismissing school three (3) hours early). Each year the District and staff will alternate direction of the 19th half-day. Two (2) of these half days will be scheduled on the first two student days of the school year. (One of these half days shall be staff directed and one District/building directed). The purpose of these days includes back to school activities, improvement of

instruction, curriculum, staff collaboration, Professional Learning Communities and progress toward school improvement plans. The staff directed days shall not be used for conducting business normally handled in regular staff meetings or otherwise encroached upon except to address emergencies. All dates shall be agreed upon by the SWEA and the District provided every effort will be made to align a staff directed day with each grading period.

- B. Staff wishing to participate in out of District in-service opportunities on the statewide in-service day must obtain the approval of their principal. Such staff shall be reimbursed for reasonable expenses related to these opportunities per district policy.

IV-Section 13

SPECIAL EDUCATION HANDBOOK

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

Special Education:

- a. Staff training regarding the policies, regulations and procedures will be provided annually in each building in the fall. The training will emphasize the process for participation by non-Special Services Staff; and encourage such participation.
- b. Bargaining unit members wishing to access ESD staff development programs for Special Services training may do so through the building principal (within the overall limits of district participation in the cooperative).
- c. Written meeting notices, including but not limited to IEP and MDT meetings, shall be distributed to all staff members who service the involved student.
- d. When changes to the delivery or configuration of special education or other support services are being contemplated or proposed, impacted teachers will be involved in the discussion and planning of those changes. Teachers are also encouraged to proactively bring programmatic suggestions regarding special education services to the attention of the administrative team. The intent of this provision is to address program-level change rather than individual student circumstances and encourage collaborative conversation.

ARTICLE V – LEAVES

V - Section 1

PERSONAL ILLNESS PERSONAL INJURY AND EMERGENCY LEAVE

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

- A. Use of Leave: In case of personal illness, injury, or emergency, all employees shall be allowed 12 days leave with pay during each school year, with unused leave cumulative to a total of 180 days. A physician's statement may be requested at any time that a bargaining unit member claims sick leave for a period in excess of three (3) consecutive days.

The length of illness, injury and emergency leave for the employees starting their terms of service after the beginning of the year shall be pro-rated according to the months remaining in the year.

Emergency leave shall be defined as leave to cover absence for reasons beyond the control of the employee, including incidental family illness requiring the employee's presence. If an employee requests emergency leave for reasons other than those outlined in this section, all personal leave must first be exhausted before leave will be considered. Requests for such emergency leave will be considered on a case by case basis only after the individual's personal leave days have been used.

- B. Cash Out of Unused Leave: Members of the Association's bargaining unit shall have the right to cash out unused leave as outlined in RCW 28A,400.210.
- C. Leave Sharing: Leave Sharing may take place after an employee exhausts his/her sick leave. If an employee is ill and expects to exhaust his/her sick leave prior to recovery he/she may request that other employees donate sick leave to his/her as prescribed in Washington State statute RCW 28A.400.380, and Board Policy No. 5328.
- D. Notification of Absence: Except under emergency conditions, a bargaining unit member who will be absent for the day must notify the District at least one hour prior to commencement of the school session. While on sick leave the bargaining unit member should notify the District of his/her intentions for the next day as soon as possible, preferably before school is out in the afternoon. Failure to comply with this section may result in loss of pay, especially if the Principal did not receive sufficient notice and a substitute has been called for duty.
- E. Payroll Notification: The District will provide each unit member with a written account of Temporary Disability leave by category following each payroll period.
- F. Deductions from Salary: In the event that all accumulated sick leave has been exhausted and no days are available from C. above, the employee will be granted upon request a leave without pay. Deduction from annual salary shall be made on the basis of the employee's basic daily rate of pay.
- G. Temporary Disability: Any employee incurring a physical disability, verified by his/her family physician, which precludes his/her ability to perform his/her assigned tasks in a satisfactory manner, shall upon his/her request be placed in a disability leave status. Absences incurred during such leave shall be charged to accumulated sick leave. Upon expiration of sick leave time, if still unable to work, the employee shall be transferred to disability leave without pay.
- H. Family Leave Laws: In accordance with state and federal laws, all persons employed on a continuous basis are eligible for family leave for the purpose of child care and care for newborn and newly adopted children.

In compliance with state and federal family leave laws the requirements of all Washington State and federal laws will apply in accordance with the following: Any additional of improved employee right of benefit required by said laws shall be implemented and no right or benefit provided in this agreement shall be eliminated or diminished as a result of said laws unless viewed as illegal under said laws. In any event, the District and the Association agree to negotiate any required changes in the current agreement. The current twelve (12) weeks of guaranteed unpaid leave provided by these laws shall be considered to run concurrently with any leave(s) provided in this agreement which fit the reasons for taking leave under said law.

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

V - Section 2

BEREAVEMENT AND FAMILY HOSPITALIZATION LEAVE:

- A. Up to five (5) days leave per incident shall be permitted for the death of an immediate family member. Definition of those members in immediate family shall be spouse, children, parents or primary caregiver, siblings, grandparents, grandchildren of the employee or the spouse, mother-in-law, father-in-law, sister-in-

law, brother-in-law, son-in-law, daughter-in-law and/or others living in the household of the employee. Exceptions to this may be granted by the Superintendent.

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

V - Section 3

PERSONAL LEAVE:

Three (3) personal leave days shall be granted to employees per year. Unused days shall accumulate from year to year up to a total of five (5). Bargaining unit members may choose to receive compensation for unused personal days at a rate equivalent to the daily substitute rate of pay. Employees will not be required to state any reason for the leave other than the term personal.

1. Approval of leave is subject to the availability of substitutes and minimal disruption to the operation of the school. The intent of this language is not to deny leave requests except when circumstances leave no reasonable alternative.
 - a. When using one (1) personal day, the employee will submit the absence via Sub Online. No other steps are necessary.
 - b. When using two (2) to three (3) personal days consecutively, the employee shall submit the absence via Sub Online and notify their building administrator via email at least two (2) school days in advance of the leave. The employee shall be notified within two (2) school days of their request if their leave is denied under this provision. No response will constitute approval.
2. Personal leave may not be used during the first week, during the last two weeks of school, or to extend a vacation, except by prior approval of the District.
3. No more than three (3) personal days shall be taken consecutively during the school year. Each employee who has accrued five (5) days may take up to five (5) days consecutively once every five years or at the superintendent's discretion.
 - a. Staff requesting more than three (3) personal days consecutively in a school year will submit the request via email to their building administrator and the Superintendent at least two (2) school days in advance of the leave. The employee shall be notified within two (2) school days of their request if their leave is denied under this provision. No response will constitute approval. Upon approval, the employee shall submit the absence via Sub Online.

V - Section 4

PARENTING LEAVE

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

V - Section 5

PROFESSIONAL LEAVE

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

V - Section 6

LEAVE OF ABSENCE

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

V- Section 7

CIVIC DUTY LEAVES

1. Civic duty leave shall include jury duty, subpoena to court, and fulfilling military responsibilities.
 - a. Military responsibilities for short term training for those with military reserve status will be recognized. Leave while serving on active duty is not included under this provision.

2. All leaves under this provision must receive prior approval from the Superintendent.
3. Leave under this section is not part of sick or emergency leave and deductions will not be made from either.
4. Any employee who is subpoenaed to appear in court, approved for jury duty or is on military reserve duty during contracted school days shall have deducted from his/her salary that amount which he/she earns while serving in that capacity.

V - Section 8

EDUCATIONAL LEAVE

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

V - Section 9

SABBATICAL LEAVE

Subject to state law, employees shall be eligible for Sabbatical Leave for (a) study, or (b) research. Sabbatical leave may be granted in accordance with the following stipulations:

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

- F. **Final Approval by Board:** Applications approved by the Superintendent shall be presented to the Board for final approval. Once approved by the Board, any change of sabbatical plan shall be presented in writing and approved in advance of the leave by the Superintendent.
- G. **If Employee Receives Scholarship:** In case the employee is granted a sabbatical leave and receives a scholarship within the same year, the total compensation from the two sources shall not exceed the salary he/she would receive if under contract with the District.
- H. **Stipend for Study or Research:** A staff member on sabbatical leave for study or research shall receive a stipend of 50% of his/her regularly contracted salary unless this sum is reduced as a result of Section G above. The stipend will be paid in ten (10) or twelve (12) payments at the request of the applicant. All regular salary deductions shall be made. The School District shall compensate said employee during the academic year one-half (1/2) of his/her normal pay. Said compensation shall be paid monthly by the School District commencing as appropriate.
- I. **Cancellation of Loan:** The stipend shall be canceled upon the return of the member to this District in the following manner:
 1. One-half (1/2) of the total loan shall be canceled after the first year's service in the District.
 2. The remaining one-half (1/2) of the loan shall be canceled after the second year's service.
- J. **Maintenance of the Tenure and Salary Standing:** An employee granted sabbatical leave shall maintain standing in tenure and salary.
- K. **Limit on Other Employment:** A member on sabbatical leave for study or research shall not seek employment for compensation during the period of the sabbatical other than to supplement sabbatical leave income in carrying out the approved program. Such employment must be approved by the Superintendent and the Board.
- L. **Report Required on Return:** Within thirty (30) days of the employee's return from sabbatical leave, the employee will file with the Superintendent a report giving the substance of the program of study or research in which he/she believes grew out of the experience. If the employee was employed for compensation during the program, full details of this employment and income therefrom should be included in this report.
- M. **Return to Original Position:** Every effort will be made to replace an employee returning from sabbatical leave to his/her original position or to an appropriate comparable position.
- N. **Failure to Comply:** In the event said employee shall:
 1. Fail to complete the year of advanced study or research having negotiated with the School District a mutually satisfactory alternative; or,
 2. Fail to return to the School District for the following year; or,
 3. Fail to remain with the School district for two (2) consecutive years following the sabbatical leave.

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

ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

VI- Section 1

PROVISIONS GOVERNING BARGAINING UNIT MEMBERS' SALARY SCHEDULE

- A. The salary schedules set forth in Appendix A shall establish SWEA bargaining unit base salary and TRI compensation.

B. COLA (Cost of Living Adjustment):

All employees subject to this Agreement shall receive wage enhancements in each step in percentage amounts equal to those authorized by the State Legislature during the term of this Agreement. This section is not applicable for the duration of this agreement.

C. Placement on Salary Schedule:

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

1. Effective beginning in the 2019-2020 school year, employees with ESA certification with prior related non-school experience which qualify for salary schedule placement under Chapter 392-121-264 WAC, shall be credited year-for-year for all such experience without a two-year limit. Existing employees shall have until August 31, 2019, to provide documentation for purposes of this section.
2. In addition, the District shall accept all clock-hour and in-service credits that meet State Board of Education Approval Standards for Clock-hour and In-service Credit. The credits shall count for advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one quarter hour university credit and shall be recognized for local salary schedule placement.
3. Credit for education experience shall be given when evidence of such credit is filed with the District. Such evidence will be in the form of an official transcript or a grade report and should be filed with the business office no later than October 1st. If for some circumstance beyond the control of the bargaining unit member, the college transcripts or grade reports are unavailable and the district has been advised by the college of the credit prior to October 1st, the bargaining unit member shall be granted the allowance for credit. (See note below).
4. A professional advancement committee consisting of three (3) members appointed by the Association and two (2) by the Administration will be established to evaluate credits from other than four-year colleges.

D. Out-of-State Credit: Bargaining unit members hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.

E. Classification on the Salary Schedule for experience shall be for the full year. After October 1, no change in classification will be made.

F. See Appendix A, Salary Schedule.

G. Traffic Safety Compensation: See Extra Curricular Stipends, Appendix C.

H. Additional Time and Responsibility

1. Professional Responsibility

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

- a. The success of the South Whidbey School District is dependent upon hiring and retaining the highest quality certificated staff.

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

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

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

2. Additional Time

The work year calendar shall include four (4) non-instructional workdays beyond the 180 day student school year to support professional learning and professional practice. The use of the time on these non-instructional workdays shall be as described below.

- a. One (1) District directed day ~~will be~~ scheduled prior to the first student day of the year.
- b. One (1) non-student District or staff directed day, depending on the distribution of half days (which shall be equally directed by staff and district-See IV Section 12A), scheduled on a date to be mutually determined by the parties. This day may occur in such increments as agreed upon by the parties.

- c. Two (2) non-student, staff directed staff development/assessment and curriculum days scheduled at the end of each semester on a date to be mutually determined by the parties.
- d. In 2018-2019 the additional work days will be subject to the terms set forth in the June 18, 2018 Letter of Agreement between the parties.
- e. Leaves described in Article V shall be available for on these workdays.

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

3. Financial Arrangements

- a. Two (2) of the days in subsection 2 shall be compensated on the base contract
- b. The District will provide additional compensation as defined in Appendix A, Professional Responsibility Compensation Schedule, as an incentive to provide the additional services required of all certificated staff members in the South Whidbey School District outside of the basic contract as described in 2 above, which enriches the program of basic education. This additional compensation will be paid via a supplemental TRI contract and will include payment for:
 - i. Two days of time paid at the employee's annual per diem rate in 2018-2019
 - ii. Two days of time paid at the employee's annual per diem rate in 2019-2020
 - iii. \$2,000 for technology responsibilities per Article VI, Section 1, H, 1.A, f. This pay will be contingent on the passage of the District's Capital Projects Levy.
 - iv. Additional professional responsibility equaling 5% of the employee's base salary.
- c. Employees will have the option to be paid for this professional time and responsibility compensation in two (2) equal parts in November and May, or in equal amounts divided over twelve months.
- d. Part-time employees will be compensated in the same ratio that their service bears to full-time service. For the purposes of this section, full-time employees are those employees with a 1.0 FTE contract. Employees who complete ninety (90) days of work during the scheduled calendar year shall receive 100% of the professional responsibility stipend (subject to pro-rating for part-time service per the above). Employees who work less than ninety (90) days of work during the scheduled calendar year shall receive an amount pro-rated to reflect the number of days worked (subject to pro-rating for part-time service per the above).
- e. Each employee shall submit to the District by June 30 the designated reports for verification of completion of this responsibility. Adjustments for the number of hours actually worked shall be made as needed.
- f. Funds not used during the contract year for which they were budgeted will not carry forward into the following contract year.
- g. The individual employee's placement on the TRI salary schedule contained in Appendix A is the same as the employee's placement for the years of service and educational credits on the basic salary schedule contained in Appendix A.
- h. In the event the District's maintenance and operations levy fails twice the District and the Association will meet to negotiate the impact on this section.
- i. No provision of this section shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law or subject the District to a state-funding penalty.

- j. In the event the legislature increases or decreases District revenue formulas (including but not limited to, levy capacity, levy equalization, the inflationary index, e.g., utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this agreement at the written request of the District or Association to negotiate the impact of such legislative actions.
 - k. Annually the District will provide the Association and each employee with base, supplemental salary, and stipend schedules as soon as these have been updated.
 - l. To support the participation of part-time staff in professional development activities identified by either the principal or the employee as a priority, part-time employees shall be compensated at per diem for attendance and participation in District provided professional development activities beyond their regularly scheduled day as follows: for each hour of attendance at a District provided professional development activity worked at the principal's request, another hour may be worked at the employee's discretion during scheduled teacher or District-directed release time. Hours will be documented on a District time-summary form.
1. Additional Compensation: The District shall compensate employees for curriculum work as follows:
- 1. Curriculum work shall be defined as any work designed by the District to be conducted at times in a manner as determined by the District and the affected staff which is for the purpose of improving instruction. Said work shall be in addition to work normally construed to be part of the bargaining unit member's regular assignment. All such work shall be completely voluntary and shall be compensated at .00085 of the salary schedule base per hour.
 - 2. Staff shall receive additional compensation at the curriculum rate provided in this section for required group activities and/or attendance at building meetings which are held during the non-school day between semesters.
 - 3. Each teacher assigned to a Comprehensive Evaluation shall be paid for up to fifteen (15) hours of work outside of the school day, provided the teacher will submit documentation of their Comprehensive Evaluation activities for verification and approval of the principal. Pay will be at the curriculum rate. The total number of teachers on comprehensive will not exceed twenty-five percent (25%) of the total FTE of eligible members. Twenty-five percent (25%) may be exceeded with prior written approval of the Superintendent.

J. Overload:

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

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

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

3. Additional days shall be provided for Special Ed employees with excessive tasks (such as portfolios, reports, IEPs etc.) at the Special Ed Director's discretion.

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

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

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

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

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

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

M. Compensation for Extended Days

The parties agree that for the 2018-2019 school year only, extended days will be paid at the 2017-2018 rate of pay.

VI - Section 2

PAYROLL DEDUCTIONS

All salaries are subject to payroll deduction for:

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

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

1. Additional withholding tax.
2. Medical or insurance programs.

3. Payments to bargaining unit members' Credit Union.
4. Dues for professional or labor organizations.

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

VI- Section 3

PAYMENT PROVISIONS

- A. All bargaining unit members shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued on the last business day of each month. The district will provide a payment schedule for the year no later than September 15th outlining payment dates as well as procedure for receipt of payment.
- B. All compensation owed to a bargaining unit member who is leaving the District, shall, upon request, be paid on the last business day of the month.
- C. In the event of a mistake in payment resulting in underpayment, corrections shall be made as quickly as possible.

VI - Section 4

EXTRA CURRICULAR STIPENDS

The Extra Curricular Schedule (See Appendix C)

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

VI - Section 5

TAX SHELTERED ANNUITIES

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

VI- Section 6

SUMMER SCHOOL

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

VI - Section 7

TRAVEL

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

VI - Section 8

INSURANCE BENEFITS

The District shall provide insurance premium payments toward premiums of approved District group insurance programs in accordance with the provisions and options outlined herein. An employee, their spouse, domestic partner and or eligible children shall be eligible for coverage under the insurance programs to bargaining unit members.

Domestic partner coverage is available by completed a Declaration of Domestic Partnership Form. For this coverage to be tax deductible or included in Section 125 plans, the domestic partner must fulfill applicable Internal Revenue Service tax criteria or the employee will be taxed on the portion of the premium related to the domestic partner.

- A. Annual enrollment for bargaining unit member's group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed bargaining unit members shall begin with their employment and shall be completed within the time specified by the insuring company.
- B. For those individuals employed by the District or on leave prior to September 1, 1987, the full payment shall be granted to all full-time and more than half-time bargaining unit members. One-half (1/2) the full payment shall be granted all half-time bargaining unit members. For those individuals employed for the 1987-88 school year and thereafter, all insurance benefits shall be on a pro-rated FTE basis. (For example, a four-tenths employee shall receive four-tenths of maximum allowed amount).
- C. The District will provide the annual insurance benefit allocation provided by the state for each bargaining unit member and it will be contributed to premiums for approved basic medical, vision and dental insurance per the programs as defined in D 1, 2 and 3 below. For the **2018-19** school year, the District will contribute an amount equivalent to \$65.00 per FTE, per month, to the insurance pool to help defray out of pocket premium expenses. The annual costs of the Health Care Authority (HCA) will be borne by the District.
- D. The following insurance programs are approved for participation by the Association and the District:
 1. MEDICAL:
 - a. Premera/Heritage
 - b. Kaiser Permanente
 2. DENTAL:
 - a. WEA Select Core Dental Plan A
 - b. Willamette Dental Plan I
 3. VISION:
 - a. WEA Select Vision Plan A
 4. WEA American Fidelity, Long Term Disability (LTD) and Short Term Disability (STD).
 4. Term Life Insurance, WEA Voluntary Life Insurance; Cancer Insurance and AFLAC.
 5. Employees may participate in an approved 403B Retirement Account, 457 Differed Comp, Tax Sheltered Annuity and or an Internal Revenue Code Section 125 Plan (flexible spending account).
 6. The District will provide for the cost of group Long Term Disability (LTD) insurance premiums up to \$9.00 per FTE, per month. This contribution will be in addition to the employee's allocation provided by the state to pay for insurance benefits.
- E. In the event the State implements a School Employees Benefits Board (SEBB) or other State health insurance benefit plan which mandates employee participation, the parties agree to reopen this Agreement to negotiate the impact of such mandated changes.

F. Health Insurance Compliance per ESSB 5940

The parties shall abide by State law relating to employee benefits and agree to these provisions so as to make a good faith effort to comply with 2012 Washington Laws Ch.3 (ESSB 5940). These provisions shall be construed consistent with this law. If any part of VI, Section 8 (E) conflicts with the CBA, these provisions shall prevail.

1. The District shall procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940., i.e., a fair, prudent, and accountable procedure for procuring services that includes an open, competitive process, except where and open process would compromise cost effective purchasing, with documentation justifying the approach. The District acknowledges its responsibility to document the procurement process to comply with ESSB 5940. The quotes to be procured and plans offered shall include:
 - a. A qualified high deductible health plan (QHDHP) and access to a health savings account (HSA).
 - b. At least one health benefit plan in which the employee share of the premium cost for a full time employee, regardless of whether the employee chooses employee-only or employee-dependent(s) coverage, does not exceed the premium cost paid by State employees during the corresponding State employee benefits year.
 - c. Health plans that promote health care innovations, costs savings, and significantly reduce administrative costs, subject to clarification of the legal meaning of this proviso.
2. The District health benefits committee shall review, formalize, and enhance the benefits procurement process as necessary. Committee recommendations will be subject to bargaining in accordance with PERC rules.
3. Employees selecting more costly benefit plans inherently pay higher premiums and, correspondingly, higher out of pocket costs. Therefore, until the law is clarified regarding the intent of ESSB 5940, the parties believe the District is in compliance concerning out of pocket costs for employees selecting higher cost plans.
4. It is the intent of the parties to make progress toward reducing the ration of full-family to employee-only coverage premium costs in accordance with the 3:1 goal set forth in ESSB 5940. To this end, each SWEA bargaining unit employee included in the pooling arrangement who elects medical benefits coverage must make a minimum out of pocket contribution of 1% of the cost of their monthly medical premium. These contributions will be deducted on a monthly basis via payroll deduction and applied to the pool.
5. The State health benefits allocation and negotiated District insurance contributions are applied to the bargaining unit as a whole, not to individuals. Therefore these funds, inclusive of the "pooling dollars" they generate, will not be used to fund HSAs. Contributions to HSAs will be made solely by individuals electing the QHDHP. Compliance with applicable tax regulations will be the sole responsibility of individuals utilizing HSA.
6. PFMLA At the written request of the Association, the District and Association shall reopen this contract to consider the impact of Washington's Paid Family and Medical Leave Act.

G. ORDER OF DEDUCTIONS AND POOLING

1. From the dollar amount available to each employee, the cost of the District's dental plan shall be deducted first. The employee may select coverage with the remaining dollar amount for medical insurance.
2. All money not used by an individual certificated employee will be placed in an insurance pool to be distributed on a fair share basis to cover the full cost of insurance premiums mentioned above. This money

shall be distributed to all those experiencing "out of pocket" expenses because their entitlement defined in C above is not sufficient to cover the cost of their premiums.

3. To gain maximum utilization of the insurance appropriation for employees covered by this agreement, the District agrees that an ongoing analysis of employee insurance plan enrollment and premiums for approved plans will be made during the period September 1 through August 31. Said analysis shall occur:
 - a. November 30, for payroll months of September, October, and November.
 - b. May 31, for the months of December, January, February, March, April and May.
4. Any unused fringe benefit monies will accumulate in a pool, which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for medical insurance.
5. In the event that the pool of benefit dollars is not exhausted after payment of all medical and dental premiums, employees are permitted to apply unused benefits toward approved salary and/or life insurance premiums in accordance with state regulations.

VI - Section 9

SPORTS PASS

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

VI- Section 10

JOB-RELATED INJURY

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

VI-Section 11

TEMPORARY ADMINISTRATIVE DUTIES

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

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

VII - Section 1

CALENDAR - (Appendix K)

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

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

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

VII - Section 2

WORK DAY

Regular building hours for employees covered by this Agreement shall not exceed 7 hours, 30 minutes.

Within the work day as outlined above, each employee shall be granted a minimum of thirty (30) continuous minutes of duty-free lunch.

1. Bargaining unit members in grades K-5 shall be granted a minimum of 45 minutes of uninterrupted preparation and planning time daily exclusive of WAC time.
2. Bargaining unit members in grades 6-12 shall be granted one instructional period per day for preparation and planning exclusive of WAC time.

WAC time will continue to be used in a traditional manner to ensure parental access, planning, and other uses that are necessary from time to time.

Elementary specialists not required to supervise and/or be available to students before and after school may be scheduled for preparation time during those periods provided the forty-five (45) minute periods are uninterrupted and other wise duty free. At the elementary schools, two hours of clerical help will be provided each morning to assist bargaining unit members in the preparation of materials.

- A. Bargaining unit members who are required in the course of their employment to travel between campuses shall be scheduled to provide sufficient time for such travel, not to be taken from duty-free lunch or guaranteed preparation time.
- B. If the District requires a bargaining unit member to cover classes for an absent bargaining unit member during his/her preparation period, then said assigned bargaining unit member shall be paid at the hourly curriculum rate for actual time worked.
- C. The elementary bargaining unit member's day shall be free of outdoor and lunchroom supervision duties during lunch and/or recess periods.

No bargaining unit member shall be required to work longer than 7 hours and 30 minutes per day except that:

- A. The district may require employees to attend two (2) evening functions per year, assignments to which shall be equitable among employees in a building, taking into consideration the special interests of the employee and allowance for last minute changes caused by an unforeseen emergency.
- B. Attendance of staff at faculty meetings is reasonably expected as part of their professional duties. Meetings identified as mandatory shall be limited to one (1) per month and may extend no more than one hour beyond the regular work day unless mutually agreed.
- C. Attendance of all staff is expected at (2) Open Houses/Curriculum Nights or similar activities such as parent conferences that are scheduled more than thirty (30) days in advance other than during the month of September. Any unit member who is unable to attend because of illness or emergency as defined in Article V is expected to inform the principal as soon as possible.
- D. By mutual agreement the District and an individual employee assigned as an ESA may modify the work day to accommodate a flexible schedule. Scheduled work hours may not exceed the 35- hour work week or the appropriate pro rata portion thereof based on the employee's FTE. A flexible- hours schedule may include an extended work day (e.g., a ten-hour day) or the option to work from home. Such alternate schedule arrangements must be pre-approved by the employee's immediate supervisor and superintendent. Flexible

hours will not exceed 20% of the employee's FTE. The agreement shall not exceed one year but may be reauthorized by agreement of all parties.

INVOLVEMENT IN SCHEDULE CHANGES

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

VII - Section 3

SUBSTITUTES FOR SPECIALISTS AND SPECIAL EDUCATION

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

VII - Section 4

EMPLOYEE FACILITIES

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

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

VII- Section 5

SAFE WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions as defined by Washington Industrial Safety Health Administration or to perform tasks, which endanger their health and safety. Bargaining unit member attendance shall not be required whenever students' attendance is not required due to inclement weather.

- B. The parties to this contract agree that students and staff deserve and should have a safe and secure environment in order to pursue learning. To that end if any unit member has a reasonable fear that the safety or physical or emotional security of students or staff may be or is threatened, they should take immediate and appropriate action by notifying their administrator or other appropriate District administrator.
1. Threats by students:
 - a) If a student has threatened the bargaining unit member or student(s), the student making the threat will immediately be excluded from the class or the vicinity. The bargaining unit member will immediately notify the administration of the threat and any action taken.
 - b) Before the student is re-admitted to the class or any class, a conference will be held after school or as soon as possible between the teacher, principal, and other appropriate parties to determine appropriate actions. The student may be re-admitted after the threat no longer exists and all parties have agreed to a plan of re-admission.
 2. Threats by others:
 - a) If an adult or non-student has threatened a bargaining unit member or a student, the bargaining unit member shall immediately report the threat to the principal.
 - b) Employees with any questions about Sexual Harassment or Hostile Work Environment conditions should refer to Employee Handbook or School Board Policy #3207, which is available at each building or at the District Administrative Office. A complaint form is available through Human Resources. (Change made 3-15-10)

VII- Section 6

REDUCTION IN FORCE

INTENT

In so far as possible, it is the intent of the parties to develop and maintain a fair and orderly process for reducing and recalling staff that prevents favoritism or bias in the selection of employees who will be retained, recalled, transferred, etc. The parties recognize the reduction in force process inherently requires the employer to make choices when determining its programmatic needs. Examples include the reassignment and/or transfer of employees necessitated by a reduction in force and/or as staff is recalled. Different choices may result in different outcomes with respect to where employees are placed, which employees are retained, recalled, etc. Since the parties recognize the difficulty of conclusively establishing the motivation behind a given choice, we therefore agree, as a matter of good faith, that in making these choices the employer's intent shall not be to deliberately disadvantage a particular employee as a matter of favoritism or bias. The District will make every attempt to minimize disruption by retaining current employee assignments throughout the RIF process. However the parties recognize this is not always possible.

A. PROCEDURE

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

The District shall:

1. Prior to January 15th of each year, provide each certificated employee with a statement of his/her years of certificated public school service in accordance with Paragraph C (seniority) herein, as recorded in his/her

District personnel records. Each certificated employee shall, prior to February 15th, return such statement to the Superintendent's office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's public school service in accordance with Paragraph C herein. If the statement is not returned by February 15th of the current year, the statement shall be deemed correct. The final seniority list will be published and distributed to employees and the Association by March 1st.

2. Determine, as accurately as possible, the total number of certificated staff known as of April 15th to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
3. Upon determination of educational programs, services, and activities to be retained, assign employees to appropriate positions subject to the provisions of this agreement and state law and state regulations.
4. No later than April 15th make an initial determination of probable cause under RCW 28A.405.210 and 220 and identify the names of any certificated employees whose contracts will tentatively be non-renewed for the ensuing school year. This will be done on the basis of certification and seniority as described in Paragraph C hereof and shall be furnished to the recognized certificated employees' organization and any affected certificated employees. Any such certificated employee on the list, may, in writing, within five (5) days of receipt of the list, file with the Superintendent his/her objection to the ranking order and may request consideration for modification of the same provided such individual includes in his/her written request a full statement as to the facts in support of his/her contention that the list be modified. If the Superintendent rejects the individual's request for modification of the list, he or she shall so notify such individual and the recognized certificated employees' organization within five (5) days thereafter.
5. No later than May 15th identify the names of certificated employees to be terminated under the District's reduced program and services, provide a list of said employees to the recognized certificated employees' organization, and provide appropriate notification to affected employees in accordance with RCW 28A.405.210 and 220. Employees so identified herein will be considered the employment pool.

B. DEFINITION OF CERTIFICATION

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

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

C. DEFINITION OF SENIORITY

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

1. "Seniority" shall mean the number of years of certificated experience in the Washington Office of the Superintendent of Public Instruction or in any Washington educational service district or common school district recognized by the State for salary funding purposes, rounding to the nearest tenth. Employees on leave will have that seniority credited to them at the time they discontinued active service to the District, unless

otherwise provided in this Agreement. Bargaining unit members previously granted credit for leaves of absence shall not lose such credit already granted, but shall be treated as per this provision in regard to future leaves.

2. In the case of equality of seniority, the determining factor will be seniority within the District. If ties still exist, the certificated employee at the most advanced point on the vertical column of the salary schedule shall have preference. In the event ties still exist, the employee(s) with the largest number of college, university and professional credits eligible for recognition by the District for salary purposes beyond the B.A. degree, as earned and recorded in the Certification Office as of December 31, shall have preferences.
3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing, at least 48 hours prior to the time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association in attendance.

D. LEAVES

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

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

E. RECALL PROCEDURE

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

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

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

1. All qualified employees who have been placed in the employment pool shall first be recalled before the Board employs or assigns any additional personnel to fill teaching assignments. Certificated employees on layoff shall first be recalled by seniority and certification.

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

F. Layoff Benefits:

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

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

VII - Section 7

AUXILIARY PERSONNEL

Assignment:

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

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

Relationship to Certificated Employees:

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

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

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

- A. prescribing courses of study;

- B. directing and/or controlling the studies of pupils;
- C. evaluating a pupil's educational growth and development other than through informal communications to the supervising bargaining unit member;
- D. making reports to parents, guardians or school administrators, with respect to a pupil's educational growth and development;
- E. making reports to parents, guardians or school administrators with respect to any bargaining unit member or other certificated employee's competency, level of preparation, classroom discipline, working environment or any other aspect related to the evaluation of bargaining unit members;
- F. prescribing disciplinary action relating to pupils;
- G. excusing pupils from attendance or participation in any classroom or school related activity, and
- H. acting in any capacity relating to instruction without the direct supervision of a bargaining unit member;

Applicability

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

VII - Section 8

WORKLOAD

Class Size and Mix

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

23 students	K
26 students	1-2
26 students	3-5
- b) For grade 6 the recommended maximum number of students assigned to any bargaining unit member during the normal teaching days shall be the equivalent of 27 per teaching period. For grades 7-12 the recommended maximum number of students assigned to any bargaining unit member during the normal teaching day shall be the equivalent of 28 per teaching period.
- c) Traditionally large instructional programs such as music, P.E., etc. shall be exempt from these provisions. In the case of team teaching programs, the recommended numbers shall be considered student/bargaining unit member ratios rather than class size.
- d) The maximum number of students in science lab classes shall be equal to 4 times the number of lab stations except that no more than two lab stations per science class may have five students. The maximum number of students for purposes of overload will be 28. Computer lab classes shall be one student to one computer.
- e) The recommended number of students assigned in K-5 instructional specialist programs such as music, P.E., computer, and art shall be 234 students per day.

- f) If the total number of children or the mixture of students in a resource room or self-contained special education class or general ed. classroom is creating an inappropriate learning environment, the affected bargaining unit member(s) may request that the principal and building leadership team or designees shall meet to explore the concerns and possible solutions with the Superintendent.

Overload Process

1. If any of the conditions detailed in step 2 above occur, the principal and building leadership team members or designees shall meet to explore the concerns and possible solutions. The principal shall then meet with the Superintendent to review the recommendations.
2. If any of the following conditions occur and no solution has been achieved in the previous step, the affected bargaining unit member(s) will be compensated at a rate of \$125 per student per month as follows:
 - a. The recommended or maximum class size at grades K-12 (see pg 34, 2a and 2b) is exceeded by 3 (e.g. 23 (recommended class size) + 3 students = 1 x \$125 per month; + 4 = 2 x \$125 per month, etc.); or
 - b. At grades K-6 an individual class is more than three (3) above the average and the average is not less than recommended; or
 - c. The recommended or maximum class size for a science lab class (see pg. 35, 2d) is exceeded by two (2).
3. If the total number of children or the mixture of students (a) in a resource room or self-contained special education class is creating an inappropriate learning environment, and/or (b) if an Educational Staff Associate determines that his/her individual workload is causing an inability to provide appropriate services, and/or (c) if a K-5 instructional specialist's program or total caseload exceeds 260 per day, the affected bargaining unit members(s) may request that the Superintendent consider possible solutions including a rate of compensation comparable to that set forth in 6 above. (See Class Size and Mix, pg. 35, 2.f.)
4. The payment provisions of this Overload Process section will be suspended for the 2018-2019 year.

Classroom Placement

A bargaining unit member shall have the right to make a written request for reconsideration of the classroom placement of any student. The principal shall provide a written response within ten (10) days. If the bargaining unit member is not satisfied, he/she may appeal to the Superintendent who will give a response within five days. The decision of the Superintendent will be final.

Health and Safety

If the number of students assigned to any program or class potentially jeopardizes the health and safety of students, that concern shall immediately be brought to the attention of the Superintendent, who shall investigate the matter and promptly submit written notice of actions to be taken and probable timelines for implementation.

VII- Section 9

INSTRUCTIONAL IMPROVEMENT INCENTIVE PROGRAM

- A. Each employee will be allocated \$400.00 annually for instructional improvement. This amount will be prorated by an employee's contracted FTE. Requests for Instructional Improvement Incentive Funds will be submitted to the principal in advance of expenditures. Upon the principal's approval of the project or activity, each employee will be reimbursed for actual costs up to their cumulative available balance per D., below. The decision of the principal to approve or disapprove the proposed project or activity shall be final and not subject to the grievance procedure. It is the intent of this provision to approve all requests which meet the purpose set forth in B., below.

- B. Reimbursement may include tuition, registration fees, travel expenses, materials, projects or activities to improve instruction, regular course work required to maintain his/her certificate, and equipment purchased as part of the approved plan.
- C. Employees working on group/collaborative projects, at their option, may combine all or portions of their collectively available instructional improvement incentive funds for mutually beneficial activities as described above. Proposals to combine these resources must be made in writing and include a clear accounting of expenditures and balances of the "teamed" instructional incentive funds, signed by participating employees, and submitted to the District.
- D. An individual may carry-over unused Instructional Improvement Incentive Funds from year to year, up to a value of \$1,200.

ATTENDANCE AT NATIONAL CONFERENCES

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

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

VII- Section 10

PROFESSIONAL COMMUNICATIONS STANDARD

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

In the event such communications are not successful in resolving such concerns, the employee will then meet with the Superintendent. If the issue remains unresolved, the employee may appeal to the Board of Directors.

Appropriate and respectful communication shall be considered the norm for the South Whidbey School District.

ARTICLE VIII – EVALUATION

Introduction

1. It is the intent of the parties to implement the evaluation framework in a manner that incorporates objective standards, minimizes subjectivity, provides meaningful guidance, insight, and support for employees' professional development, and ensures the equitable evaluation of all employees in accordance with the law.

Section 1 - Provisions Applicable to Evaluation Generally

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

model as described above. Certificated support personnel (i.e., ESA, counselors, TOSAs, nurses) shall be evaluated under the standard or alternative evaluation language below. The District and Association shall meet to negotiate, upon the request of either party, the evaluation provisions that will apply to new positions or positions in which the placement is unclear. Employees in split assignments or whose duties fall within classroom teacher and non-classroom teacher duties shall be evaluated using the model for whichever assignment or duties comprise the majority of the employee's assignment.

- B. Evaluation Placement.** A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher's evaluator. Certificated support personnel shall be transferred from Alternative to Standard evaluation at the request of the teacher or the teacher's evaluator. Such requests must be received by November 1.
- C. Multiple Assignments.** An employee assigned to more than one school shall be evaluated by one evaluator designated by the Superintendent. Such employees will be informed which administrator is their supervisor and primary evaluator by October 15 of each school year.
- D. External Sources.** Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents and students, questioning teacher competency may prompt further inquiry but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.
- E. Public Disclosure.** Individual teacher evaluations are not subject to public disclosure.
- F. Rater Qualifications.** No teacher shall be evaluated by an evaluator who has not been successfully trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The superintendent will ensure that evaluators are appropriately trained and have demonstrated inter-rater reliability competence.
- G. Documentation of Observations.** Following any observation to be used for evaluation purposes the evaluator shall promptly document the results of the observation in writing and provide the employee with a copy thereof within three (3) days after such report is prepared.
- H. Conferences.** Confidential conferences shall occur before and after each observation unless cancelled by mutual agreement of the employee and evaluator.
- I. Employee Signature.** Employees shall sign a copy of the final evaluation for the District's records and shall be provided with a copy of this signed document. The employee's signature represents only the indication that he/she is aware of the contents of the evaluation and shall not be interpreted as agreement with the contents or rating. The employee may attach his/her own comments to the final evaluation which shall become part of the record.
- J. Completion of Evaluation.** Evaluations shall be completed and signed no later than June 1 of the year in which the evaluation takes place.
- K. Grievances.** Only a) alleged violations of the procedures outlined in this Article, and/or b) final annual evaluations with an overall summative rating of Unsatisfactory or Basic are subject to the grievance procedure.
- L. Required Evaluation.**
 - 1. All employees except leave replacement and retire/rehire shall be evaluated annually.
 - 2. Leave replacements and retire/rehire employees may be evaluated.

3. Leave replacement and retire/rehire employees are exempt from Article VIII, Section 1.2, Evaluation Placement.

Section 2 - Provisions Applicable to Certificated Support Personnel

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

The standard evaluation shall include the following steps:

1. Preliminary Staff Collaboration: staff on Standard and Alternative evaluation will participate in District-directed days at which evaluation and the development of student growth goals and measures is discussed or will make alternate arrangements with their supervisor to better fit the needs of their assignment.
2. Scheduled Observations: The evaluator shall conduct two scheduled observations which comply with the minimum time requirements set forth in the law for observing professional practice.
 - a) Prior to the first observation the employee and evaluator shall meet to discuss the professional performance to be observed in the first observation.
 - b) A pre-observation conference for the second observation shall occur unless cancelled by mutual agreement of the employee and evaluator.
 - c) After each observation, the evaluator shall promptly document and share the result with the employee as required by law. A post-observation meeting to review the evaluator's observation and to discuss the employee's performance shall occur unless cancelled upon mutual agreement of the employee and the evaluator. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
 - d) Additional observations may occur as determined necessary by the evaluator or at the request of the certificated support personnel. Informal observations are not required to be pre-scheduled. The evaluator shall promptly document and share a report of such observations with the employee as required by law. If there is an area of concern based upon any such informal observation, the employee shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the employee or evaluator. Department or professional meetings may be used for Informal Observations.
 - e) In the event any observation report indicates the employee has serious performance deficiencies in one (1) or more areas defined in the evaluation criteria, the evaluator shall include expectations for improvement.
 - f) The final formal observation shall occur prior to May 1.
 - g) A final, written evaluation reflecting all observations and other supporting documents used during the evaluation process shall be completed for each employee by the evaluator, discussed with the employee, and signed prior to June 1.

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

1. Two alternatives to the Standard ("Long Form") evaluation, "Short Form" and "Professional Growth Option" (PGO), shall be available to eligible employees subject to the following criteria and procedures:
2. Eligibility
 - a) Employees with four (4) or more years of satisfactory evaluations in the South Whidbey School District are eligible to participate in either of the Alternative Evaluation Formats: Short Form or PGO.
 - b) A Standard evaluation must be completed at least once every four (4) years.
 - c) Employees on an Alternate Evaluation whose final evaluation indicates a need for improvement in one or more areas shall be observed and evaluated for the next school year on the Standard observation and evaluation procedure.
 - d) No employee subject to the Alternative Evaluation procedures shall be placed on probation, nor shall the results of the written report be considered as probable cause for non-renewal of the employee's contract.

D. Professional Growth Option

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

Section 3 - Provisions Applicable to Classroom Teachers

A. Procedures for Certified Staff Evaluation. Certificated classroom bargaining unit members and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with RCW 28A.405.100 and the following procedures.

B. Evaluation Type

1. A "comprehensive evaluation" produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A comprehensive evaluation must be completed for:
 - a) Classroom teachers who are provisional employees;

- b) Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
 - c) All other classroom teachers at least once every four years.
2. A “focused evaluation” produces a comprehensive 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. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.

C. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.
2. Component shall mean the sub-section of each criterion.
3. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
4. Evidence is observed practice (observations), conversations, products (artifacts) or results of the teacher’s work that demonstrates knowledge and skills of the educator with respect to the instructional framework.
5. Not satisfactory 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.
6. 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.

D. State Criteria and Instructional Framework

Each employee shall be evaluated in accordance with the established State criteria. The eight State criteria are:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

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

E. Comprehensive Evaluation

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

The comprehensive evaluation shall include the following steps:

1. Preliminary staff collaboration. During a District-directed day prior to or near the beginning of the school year a whole staff building meeting shall occur to discuss comprehensive and focused evaluation and collaborate on the development of student growth goals and measures.
2. Student Growth Goal Setting Conference. Prior to the first observation the teacher may collect and prepare artifacts of professional performance to be initially considered by the evaluator. The teacher shall develop draft student growth goals and share them with his or her evaluator. The teacher and evaluator shall then meet to discuss the student growth goals and initial artifacts.
3. Pre-Observation Conference. Prior to the first observation the teacher and evaluator shall meet to discuss the class or professional performance to be observed in the first observation.
4. The Student Growth Goal Setting and Pre-Observation Conferences may occur separately or concurrently as determined by the teacher and evaluator.
5. Scheduled Observations. The evaluator shall conduct two scheduled observations which comply with the minimum time requirements set forth in the law for observing professional practice relevant to the instructional framework. A pre-observation conference for the second observation may be cancelled by mutual agreement of the teacher and evaluator. After each observation, the evaluator shall promptly document and share the result with the teacher as required by law.
6. Post-Observation Conference. A post-observation conference to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance shall occur unless cancelled by mutual agreement of the teacher and the evaluator. This conference shall occur within ten school days of the observation. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing. The final formal observation shall occur prior to May 1. Employees shall be notified of deficiencies that could affect their continued employment during post-inquiry conference meetings. The intent of such notice is to provide ample time for the employee to improve his/her performance.
7. Additional Observations. Additional observations may occur as determined necessary by the evaluator or at the request of the teacher. Informal observations are not required to be pre-scheduled. The evaluator shall promptly document and share a report of such observations with the teacher as required by law. If there is an area of concern based upon any such informal observation, the teacher shall be notified in writing in order for that evidence to be used in the evaluation process. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
8. Preliminary Summative Score. After a minimum of two scheduled observations and prior to a final summative conference, the teacher shall share evidence of student growth in the goal areas set at the beginning of the year and the evaluator shall share a preliminary summative score. The teacher and evaluator shall discuss areas in which the preliminary summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared by either the teacher or evaluator.
9. Final Summative Score and Conference. Prior to the end of year, the evaluator shall provide the teacher with a final summative score including the student growth score which must be determined by an analysis

of evidence. A meeting to discuss this score will occur but may be cancelled by mutual agreement of the teacher and evaluator.

10. If the evaluator judges the teacher to be below proficient, the evaluator must provide evidence to support this conclusion.

F. Focused Evaluation

1. It is the intent of the parties that upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next three years, subject to the terms set forth in RCW 28A.405.100.
2. The Focused Evaluation Option focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using Focused. The teacher can stay on focused for three (3) years before returning to Comprehensive.
3. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process above provided the focused evaluation shall include the following steps:
 - a) The professional growth activity shall be proposed by the teacher at the first pre-observation conference.
 - b) The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - c) The role of the evaluator is to assist the teacher in developing and implementing the professional growth activity by making reasonable efforts to provide the resources to implement it.
 - d) The summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focus summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 Distinguished score may be awarded by the evaluator.
 - e) A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

G. Summative Rating and Criterion Scoring

1. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
 - a. 8-14—Unsatisfactory
 - b. 15-21—Basic
 - c. 22-28—Proficient
 - d. 29-32—Distinguished

2. The overall criterion score will be determined by taking the mean of the component scores and rounding to the nearest whole number using conventional rounding rules. When a final criterion score includes a fractional number, scores with fractions below 0.5 will be rounded down; scores with fractions of 0.5 or above will be rounded up.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

H. Student Growth Goals

1. During the Student Growth Goal Setting Conference the employee and his/her evaluator will discuss identified student growth goals, assessments used to measure identified goals, and the points in time at which the baseline and assessment of growth will be measured. The teacher and evaluator will make every effort to reach consensus regarding final goals, subject areas for goals, assessments, and Criterion 3 sub-group composition. The teacher will identify appropriate instructional subject, sub-group, and assessments to be used in measuring student growth. Student growth data will be taken from multiple (at least two) sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and/or summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
 - a) Teachers on a comprehensive evaluation shall identify a student growth goal for Components SG-3.1 and SG-6.1.
 - b) Teachers on a focused evaluation shall identify a student growth goal. If the employee chooses criterion 3, 6, or 8, the student growth components from the criterion will be used. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
 - c) Student growth goals will be based on each teacher's current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress. The Student Learning Goal Writing Template included as Appendix N is provided as a resource to assist staff in the development of student growth goals and identification of related assessments. The parties have included this resource in the belief that it is helpful in providing guidance in the goal setting process. However, it is understood the use of this Template is not a requirement nor does its completion necessarily constitute the setting of an appropriate goal.

I. Student Growth Scoring

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:
 - a) 5-12—Low
 - b) 13-17—Average
 - c) 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 on the summative evaluation, the teacher and evaluator will mutually agree to one of the following:
 - a) Triangulate student growth measure with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, district, and state-based tools.
 - b) Examine extenuating circumstances possibly including goal setting process/expectations, student attendance, and curriculum/assessment alignment.
 - c) Schedule monthly conferences with evaluator to discuss/revise goals, progress towards meeting goals and best practices.
 - d) Create and implement a professional development plan to address student growth areas.

J. Evidence and Artifacts

1. Both the teacher and the evaluator may contribute artifacts that supplement other evidence collected and used to determine the overall assessment of professional performance. Evidence shall result from the normal course of professional performance during the period of time being evaluated.
2. The District commits to documenting evidence of performance readily available via observations to the greatest extent possible so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. Principals may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.
3. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated into the observation report prior to the post-observation conference and be used to determine the final evaluation score.

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

A. General

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

- a) The evaluator and the employee will attempt to develop a mutually-agreeable improvement plan with the goal of improving the employee's rating. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee which will include:
 - i. A description of the criteria and specific components in which performance is less than proficient.
 - ii. Evidence of non-proficient performance.
 - iii. Expectations and performance indicators that will cause the employee to be rated proficient.
 - iv. Recommended steps to be taken to move towards a proficient rating.
 - v. The duration of the plan.
 - vi. Specific resources and/or assistance to be provided to the employee.
 - b) Throughout the process of working with the employee, periodic feedback on progress towards improvement will be provided. Improvement or the lack of improvement will be documented.
4. If an employee with more than five (5) years of experience receives a Final Evaluation Rating below Proficient, the employee must be observed before October 15 the following year. If the first observation in that following year continues to document specific performance concerns, an Improvement Plan will be completed prior to completion of the Comprehensive Evaluation for that school year. This plan may be the same as the informal plan completed earlier or it may be modified based on the observation done before October 15.

B. Provisional Employees

1. A second-year provisional employee who receives a Final Evaluation Rating of Proficient or Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent.
2. Before non-renewing a provisional employee for performance deficiencies, the evaluator will have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. Such efforts may include an informal plan of improvement.
3. Notwithstanding the provisions of RCW 28A.405.210, every person employed by the South Whidbey School District in a teaching or other non-supervisory certificated position shall be subject to non-renewal of employment contract as provided in this section during the first three years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the State of Washington, in which case the employee shall be subject to non-renewal of employment contract pursuant to this section during the first year of employment with the new district. Employees as defined in this section shall hereinafter be referred to as "provisional employees".

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

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

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

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

C. Probation

1. Employees shall be placed on probation subject to the following: at any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.
2. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.
3. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.
4. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.
5. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
6. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
7. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

8. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
9. A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

D. Evaluation during the Probationary Period

1. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
2. An employee on probation may request that one additional non-bargaining unit certificated employee evaluate and aid the probationary employee in improving his or her areas of deficiency. The District will authorize and provide such additional evaluator. The District and the Association shall engage in a good faith effort to reach agreement on the selection of the additional evaluator. If unable to agree, the District shall appoint the second evaluator.
3. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on observations of performance and a review of evidence, with a particular emphasis on deficiencies identified by the evaluator and areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.
4. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and evaluate the employee's performance.
5. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationary employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

E. Evaluator's Post-Probation Report

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

F. Discharge

1. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract. When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school

district shall, within ten days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

2. Every such employee so notified at 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 - GRIEVANCE PROCEDURES

APPLICATION: In the event a controversy or a dispute arises resulting from the interpretation of this Agreement, or because an employee covered by this Agreement considers himself/herself unjustly treated, the following procedures shall be used to resolve the dispute. All parties shall adhere strictly to the procedures and timelines provided, unless otherwise mutually agreed by both parties. Grievances not processed in accordance with this Article shall be invalid and subject to no further processing.

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

GRIEVANCE STEPS:

- Step One: Employees shall first informally discuss the specific grievance with his/her building principal. If the grievance is not resolved, the grievant may submit a written statement of the grievance within five (5) days of the meeting.
- Step Two: Following submittal of a formal grievance, the parties shall have five (5) days to attempt to resolve the issue. A written response by the building principal must be given to the grievant after the conclusion of the five day period: If the grievance is not resolved, the grievant may appeal to the Superintendent within three (3) days.
- Step Three: Within five (5) days of receipt of a written appeal, the Superintendent shall meet with the parties and hear the dispute. A written response to the appeal shall be provided by the Superintendent within five (5) days of that hearing. If the decision of the Superintendent is not acceptable to the grievant, he/she may appeal to the Board of Directors within three (3) days.
- Step Four: The Board shall meet in executive session at the next regularly scheduled meeting to hear the appeal by the grievant. A written response by the Board shall be provided within ten (10) days of that hearing. If the response is not acceptable to the grievant, he/she will have three (3) days to request that the Association consider submitting the grievance to arbitration.
- Step Five: After receiving a demand for arbitration, the parties shall select an arbitrator from a list provided by the Public Employment Relations Commission. The arbitrator shall have the authority to hear the grievance and render a decision which, within the scope of his authority, shall be binding upon the parties. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of the Agreement, or to substitute his/her discretion for that of the Board or Association in any manner not specifically provided within this Agreement. The parties shall determine at this time whether to mutual agreement, the language of this Article shall stand. (See COSTS)

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

NO REPRISAL: No reprisals of any kind will be taken by the Board or the School Administration against any employee because of his/her participation in any grievance.

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

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

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

ADVANCE FILING: If the grievance is a "class action" or Association issue, Step One is amended to an informal meeting with the Superintendent and Step Two is waived.

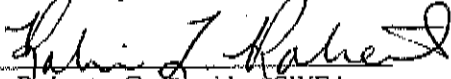
ARTICLE X - DURATION

This Agreement shall be effective as of September 1, 2018 and remain in full force and effect through August 31, 2020. Negotiations for a successor Agreement may be requested by either party at least sixty (60) days prior to the contract expiration. If, pursuant to such negotiations, agreement on a successor agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specific period or periods by mutual written agreement of both parties.

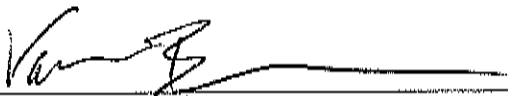
Dated this day December 20, 2018:

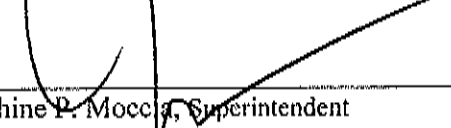
South Whidbey Education Association

South Whidbey School District

By: 
Robin Roberts, Co-President SWEA

By: 
Linda Racicot, Board Chair

By: 
Valerie Brown, Co-President SWEA

By: 
Josephine P. Moccia, Superintendent

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

Appendix A 2018-2019 SWEA Base Salary Schedule

Years of Experience	APPENDIX A - BASE Contract (182 Days)								MA+90
	SWEA 2018-19								OR
	BA	BA+16	BA+30	BA+45	BA+60	BA+135*	MA	MA+45	Ph.D.
0	46,020	47,313	48,650	49,994	51,302	52,076	55,540	59,851	62,627
1	46,865	47,978	49,332	50,734	52,086	52,846	56,179	60,532	63,289
2	47,279	48,603	49,972	51,483	52,821	53,612	56,821	61,162	63,951
3	48,531	49,248	50,631	52,190	53,522	54,376	57,430	61,758	64,616
4	49,174	49,925	51,322	52,933	54,290	55,168	58,070	62,427	65,305
5	50,516	50,574	51,980	53,682	54,022	54,960	58,720	63,061	65,994
6	50,988	51,201	52,659	54,443	54,765	55,712	59,382	63,704	66,651
7	52,683	52,380	53,854	55,736	56,122	57,153	60,828	65,011	68,044
8	52,683	54,150	55,660	57,699	62,143	65,284	62,586	67,032	70,173
9	52,683	55,983	57,569	59,681	64,228	67,477	64,569	69,117	72,369
10	52,683	55,983	59,499	61,784	66,371	70,996	67,866	72,557	75,971
11	52,683	55,983	59,499	63,909	68,615	73,352	70,048	74,840	78,325
12	52,683	55,983	59,499	65,986	70,923	75,799	72,317	77,188	80,777
13	52,683	55,983	59,499	65,986	73,282	78,309	74,664	79,589	83,285
14	52,683	55,983	59,499	65,986	75,655	80,915	77,082	82,162	85,889
15	52,683	55,983	59,499	65,986	77,673	85,282	81,245	86,592	90,519
16	52,683	55,983	59,499	65,986	79,262	87,023	82,907	88,362	92,366
17+	53,768	57,135	60,720	67,337	80,878	88,793	84,595	90,159	95,194

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992)

The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Affirmative Action/Title IX RCW 28A.640 /RCW 28A.642 compliance officer, Dan Poolman, dpoolman@sw.wednet.edu, or Section 504/ADA coordinator, Dr. Jeff Fankhauser, jfankhauser@sw.wednet.edu, 5520 Maxwellton Road, Langley, WA 98280, 360-221-6100

2019-2020 Salary Schedules

Years of Experience	BA	BA+15
0	48,671	50,036
1	49,353	50,736
2	50,001	51,398
3	51,322	52,077
4	52,001	52,794
5	52,698	53,479
6	53,916	54,140
7	55,704	55,385
8	55,704	57,253
9	55,704	59,189
10	55,704	59,189
11	55,704	59,189
12	55,704	59,189
13	55,704	59,189
14	55,704	59,189
15	55,704	59,189
16	55,704	59,189
17+	56,851	60,404

* No entry into the BA+135 column after Decem

The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to all other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Dr. Jeff Fankhauser, jfankhauser@sw.wednet.edu

Years of Experience	2019-20 SWEA - TOTAL SALARY SCHEDULE							
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	M
0	53,639	55,088	56,586	58,090	62,916	66,023	64,302	
1	54,383	55,830	57,350	58,920	63,794	66,885	65,019	
2	55,051	56,533	58,066	59,758	64,617	67,743	65,737	
3	56,452	57,253	58,804	60,550	65,402	68,598	66,419	
4	57,172	58,014	59,578	61,382	66,262	69,485	67,136	
5	57,907	58,741	60,315	62,221	67,082	70,372	67,863	
6	59,204	59,442	61,075	63,074	67,914	71,215	68,605	
7	61,101	60,763	62,414	64,521	69,434	72,828	69,999	
8	61,101	62,745	64,437	66,719	71,696	75,216	72,194	
9	61,101	64,799	66,575	68,941	74,033	77,672	74,415	
10	61,101	64,799	68,736	71,272	76,433	81,612	78,107	
11	61,101	64,799	68,736	73,675	78,946	84,251	80,548	
12	61,101	64,799	68,736	76,002	81,531	86,992	83,092	
13	61,101	64,799	68,736	76,002	84,173	89,803	85,721	
14	61,101	64,799	68,736	76,002	86,830	92,721	88,428	
15	61,101	64,799	68,736	76,002	89,091	96,868	92,382	
16	61,101	64,799	68,736	76,002	90,871	98,804	93,561	
17+	62,318	66,088	70,104	77,515	92,680	100,771	96,105	

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to Jan

The South Whidbey School District #206 does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, marital status, discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities and provides equal access to all other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Dr. Jeff Fankhauser, jfankhauser@sw.wednet.edu, 5520 Maxwellton Road, Langley, WA 98260, 360-221-6100

Appendix B.1 2018-2019 Professional Responsibility & Technology Stipend Schedule

Years of Experience	APPENDIX B.1 Professional Responsibility & Technology Stipends SWEA 2018-19								MA+80 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+60	BA+135*	MA	MA+45	
0	4,301	4,368	4,432	4,500	4,715	4,854	4,777	4,992	5,132
1	4,333	4,399	4,407	4,536	4,755	4,892	4,809	5,027	5,165
2	4,363	4,430	4,499	4,574	4,791	4,931	4,841	5,058	5,187
3	4,427	4,492	4,532	4,609	4,826	4,969	4,872	5,068	5,231
4	4,459	4,496	4,566	4,646	4,864	5,009	4,904	5,121	5,285
5	4,526	4,526	4,599	4,684	4,901	5,048	4,936	5,153	5,300
6	4,550	4,600	4,633	4,722	4,938	5,088	4,969	5,185	5,333
7	4,634	4,619	4,693	4,787	5,006	5,166	5,032	5,251	5,402
8	4,634	4,704	4,783	4,885	5,107	5,285	5,129	5,351	5,509
9	4,634	4,799	4,878	4,984	5,211	5,373	5,228	5,455	5,619
10	4,634	4,799	4,975	5,088	5,319	5,550	5,393	5,628	5,798
11	4,634	4,799	4,975	5,195	5,431	5,688	5,502	5,742	5,916
12	4,634	4,799	4,975	5,299	5,547	5,790	5,616	5,859	6,039
13	4,634	4,799	4,975	5,299	5,684	5,915	5,734	5,979	6,164
14	4,634	4,799	4,975	5,299	5,783	6,046	5,854	6,108	6,294
15	4,634	4,799	4,975	5,299	5,883	6,264	6,062	6,329	6,526
16	4,634	4,799	4,975	5,299	5,963	6,351	6,145	6,418	6,618
17+	4,688	4,857	5,036	5,367	6,044	6,439	6,229	6,508	6,760

Professional Responsibility Stipend - 5% of Base Schedule
\$2,000 Technology Stipend

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992)

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2019-2020 Salary Schedules

Years of Experience	APPENDIX B.1 Professional Responsibility & Technology Stipends								MA+90
	SWEA 2019-20								OR
	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	Ph.D.
0	4,433	4,502	4,573	4,643	4,871	5,017	4,936	5,164	5,311
1	4,468	4,536	4,609	4,682	4,912	5,058	4,970	5,200	5,345
2	4,501	4,570	4,642	4,722	4,950	5,098	5,004	5,233	5,380
3	4,566	4,604	4,677	4,760	4,988	5,138	5,036	5,265	5,415
4	4,600	4,640	4,714	4,798	5,028	5,180	5,069	5,300	5,451
5	4,635	4,674	4,748	4,838	5,067	5,222	5,104	5,333	5,487
6	4,696	4,707	4,784	4,878	5,106	5,262	5,139	5,367	5,523
7	4,785	4,769	4,847	4,946	5,178	5,337	5,205	5,436	5,596
8	4,785	4,863	4,942	5,050	5,284	5,451	5,308	5,542	5,708
9	4,785	4,960	5,043	5,155	5,395	5,566	5,413	5,652	5,825
10	4,785	4,960	5,145	5,265	5,508	5,751	5,587	5,834	6,015
11	4,785	4,960	5,145	5,378	5,626	5,876	5,701	5,955	6,138
12	4,785	4,960	5,145	5,488	5,748	6,006	5,821	6,079	6,268
13	4,785	4,960	5,145	5,488	5,873	6,138	5,946	6,206	6,401
14	4,785	4,960	5,145	5,488	5,997	6,275	6,073	6,341	6,536
15	4,785	4,960	5,145	5,488	6,104	6,470	6,259	6,539	6,745
16	4,785	4,960	5,145	5,488	6,189	6,562	6,315	6,632	6,842
17+	4,842	5,020	5,210	5,559	6,274	6,655	6,434	6,726	6,995

Professional Responsibility Stipend - 5% of Base Schedule
\$2,000 Technology Stipend

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992).

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Appendix B.2 2018-2019 Additional Work Days (2 @ Per Diem) Schedule

Years of Experience	APPENDIX B.2 - Additional Work Days (2 @ Per Diem)								MA+90 OR Ph.D.
	SWEA 2018-19								
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	508	520	535	549	597	627	610	658	688
1	513	527	542	558	605	636	617	665	695
2	520	534	549	566	613	644	624	672	703
3	533	541	556	574	621	652	631	679	710
4	540	549	564	582	630	661	638	686	718
5	555	556	571	590	638	670	645	693	725
6	560	563	579	598	646	678	653	700	732
7	579	576	592	612	661	684	666	714	748
8	579	595	612	634	683	717	688	737	771
9	579	615	633	656	706	742	710	760	795
10	579	615	654	679	729	780	746	797	835
11	579	615	654	702	754	806	770	822	861
12	579	615	654	725	779	833	795	848	888
13	579	615	654	725	805	861	820	875	915
14	579	615	654	725	831	889	847	903	944
15	579	615	654	725	854	937	893	952	995
16	579	615	654	725	871	956	911	971	1,015
17+	591	628	667	740	889	976	930	991	1,046

(2) Days @ Per Diem

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992).

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2019-2020 Salary Schedules

Years of Experience	APPENDIX B.2 - Additional Work Days (2 @ Per Diem) SWEA 2019-20								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	535	550	565	581	631	663	645	695	727
1	542	558	573	590	640	672	653	703	735
2	549	565	581	598	649	681	660	710	743
3	564	572	588	606	657	690	667	717	751
4	571	580	596	615	666	699	675	725	759
5	579	588	604	624	674	708	682	733	767
6	592	595	612	633	683	717	690	740	774
7	612	609	626	648	698	734	704	755	790
8	612	629	647	670	722	758	727	779	815
9	612	650	669	693	746	784	750	803	840
10	612	650	691	717	771	825	788	843	882
11	612	650	691	742	797	852	814	869	910
12	612	650	691	766	824	880	840	896	938
13	612	650	691	766	851	909	867	924	967
14	612	650	691	766	879	940	895	954	997
15	612	650	691	766	902	983	936	998	1,043
16	612	650	691	766	920	1,003	948	1,018	1,064
17+	625	664	705	782	939	1,023	975	1,039	1,098

(2) Days @ Per Diem

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992).

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Appendix B.3 2018-2019 Total Salary Schedule

Years of Experience	2018-19 SWEA - TOTAL SALARY SCHEDULE								MA+90
	BA	BA+15	BA+30	BA+45	BA+60	BA+135	MA	MA+45	OR Ph.D.
0	50,827	52,199	53,617	55,043	56,614	62,557	60,927	65,501	68,447
1	51,511	52,902	54,341	55,828	60,446	63,374	61,805	66,224	69,149
2	52,162	53,567	55,020	56,623	61,225	64,187	62,286	66,892	69,851
3	53,491	54,249	55,719	57,373	61,969	64,997	62,933	67,525	70,557
4	54,173	54,970	56,452	58,161	62,784	65,838	63,612	68,234	71,288
5	55,597	55,858	57,180	58,956	63,561	66,678	64,301	68,907	72,019
6	56,098	56,324	57,871	59,763	64,349	67,476	65,004	69,589	72,716
7	57,896	57,575	59,139	61,135	65,789	69,005	66,324	70,976	74,194
8	57,896	59,453	61,055	63,218	67,933	71,266	68,403	73,120	76,453
9	57,896	61,397	63,080	65,321	70,145	73,592	70,507	75,332	78,783
10	57,896	61,397	65,128	67,531	72,419	77,326	74,005	78,982	82,604
11	57,896	61,397	65,128	69,807	74,800	79,826	76,318	81,404	85,102
12	57,896	61,397	65,128	72,010	77,249	82,422	78,728	83,893	87,704
13	57,896	61,397	65,128	72,010	79,751	85,085	81,218	86,443	90,364
14	57,896	61,397	65,128	72,010	82,269	87,850	83,783	89,173	93,127
15	57,896	61,397	65,128	72,010	84,410	92,483	88,200	93,873	98,040
16	57,896	61,397	65,128	72,010	86,096	94,330	89,963	95,751	99,999
17+	59,047	62,620	66,423	73,444	87,811	96,208	91,754	97,658	103,000

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992).

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2019-2020 Salary Schedules

Years of Experience	2019-20 SWEA - TOTAL SALARY SCHEDULE								MA+90
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	OR Ph.D.
0	53,639	55,088	56,586	58,090	62,916	66,023	64,302	69,130	72,240
1	54,363	55,830	57,350	58,920	63,794	66,885	65,019	69,894	72,981
2	55,051	56,533	58,066	59,758	64,617	67,743	65,737	70,598	73,722
3	56,452	57,253	58,804	60,550	65,402	68,598	66,419	71,267	74,468
4	57,172	58,014	59,578	61,382	66,262	69,485	67,136	72,015	75,239
5	57,907	58,741	60,315	62,221	67,082	70,372	67,863	72,726	76,010
6	58,204	59,442	61,075	63,074	67,914	71,215	68,605	73,445	76,747
7	61,101	60,763	62,414	64,521	69,434	72,828	69,999	74,909	78,306
8	61,101	62,745	64,437	66,719	71,696	75,216	72,194	77,173	80,690
9	61,101	64,799	66,575	68,941	74,033	77,672	74,415	79,508	83,150
10	61,101	64,799	68,736	71,272	76,433	81,612	78,107	83,361	87,185
11	61,101	64,799	68,736	73,675	78,946	84,251	80,548	85,918	89,821
12	61,101	64,799	68,736	76,002	81,531	86,992	83,092	88,545	92,566
13	61,101	64,799	68,736	76,002	84,173	89,803	85,721	91,236	95,377
14	61,101	64,799	68,736	76,002	86,830	92,721	88,428	94,118	98,292
15	61,101	64,799	68,736	76,002	89,091	96,868	92,382	98,325	102,689
16	61,101	64,799	68,736	76,002	90,871	98,804	93,561	100,292	104,742
17+	62,318	66,088	70,104	77,515	92,680	100,771	96,105	102,289	108,000

* No entry into the BA+135 column after December 31, 1991 (credits toward placement in the step must have been earned prior to January 1st, 1992).

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

Appendix C - Extra Curricular Stipends

2018-20

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

Assignment	2018-19	2019-20
Steering committee	\$ 550	\$ 570
Site council certificated representatives	\$ 950	\$ 980
HS department heads	\$ 950	\$ 980
HS choral director	\$ 1,500	\$ 1,550
HS band director	\$ 1,885	\$ 1,940
MS band director	\$ 5,840	\$ 6,015
HS journalism	\$ 3,000	\$ 3,100
FBLA	\$ 1,685	\$ 1,735
HS yearbook	\$ 3,000	\$ 3,100
MS yearbook	\$ 565	\$ 585
MS/HS jazz band	\$ 1,035	\$ 1,070
Theater small plays	\$ 380	\$ 390

HOURLY RATES

Traffic Safety	\$	28.39	\$	29.27
Curriculum Rate (Base * .00085)	\$	39.12	\$	41.37

APPENDIX D - COMPENSATION FOR EXTENDED DAYS

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

Counselors

- Middle and High School Fifteen (15)

Directors

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

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

Library Media Specialist Six per assigned library (6)

Nurses Six (6)

Occupational Therapists (OT) Ten (10)

Physical Therapists (PT) Ten (10)

Psychologists Ten (10)

Special Education Teachers* Ten (10)

*See Article VII, Section 3 for additional detail

Speech Language Pathologists (SLP) Ten (10)

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

Technology TOSA Four (4)

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

Career and Technical Education (CTE) Two (2)

Building Test Coordinators Two (2)

APPENDIX E- Certificated Employee Contract Form
CERTIFICATED EMPLOYEE CONTRACT

Date created

Current School Year

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

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

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

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

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

01 placement – amount of FTE

Salary Schedule Placement

BY ORDER OF THE BOARD OF DIRECTORS

Employee's Signature

Dr. Josephine P. Moccia - Superintendent

Date Signed

Date received in D.O.:

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

APPENDIX F - SUPPLEMENTAL EMPLOYMENT CONTRACT FORM

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

Current date

SUPPLEMENTAL EMPLOYMENT CONTRACT BETWEEN

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

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

ASSIGNMENT	LOCATION	AMOUNT	PAYMENT TERMS
-------------------	-----------------	---------------	----------------------

\$

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

AGREED: **current date**

Employee's Signature

Josephine P. Moccia, Ed.D,
Superintendent

Date

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

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

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

APPENDIX G - SUPPLEMENTAL "B" EMPLOYMENT CONTRACT FORM

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

**2018-2019 SUPPLEMENTAL "B" EMPLOYMENT CONTRACT
(Professional Responsibility Stipend and Additional Days)**

June __, 2018

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

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

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

- **The three (3) days for 2018-19 are: August 29 and 30, 2018 and January 28, June 14 2019.**

Professional Responsibility Stipend (A) \$«Contract_Amount».00
Time Based Stipend (B) \$«F8».00

To make your selection for the 2018-19 method of payment, check the appropriate box below:

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

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

This contract must be returned to HR on the __the day of June 2017 indicating method of payment. Failure to return the contract within ten (10) days of the above date of issuance will result in the payments defaulting to two (2) payments, one in November and one in May.

Employee's Signature

Josephine P. Moccia, Ed.D
Superintendent

Date

2018-19 Professional Responsibility and Time Based Stipend Salary Schedules available on the SWSD web site, Human Resources, Employee Resources

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

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

APPENDIX H - EVALUATION REPORT FORM

(Old Evaluation Form)

SOUTH WHIDBEY SCHOOL DISTRICT NO. 206

Evaluation Report (Classroom Teacher)

Name:

Type of Evaluation:

School:

Teaching Assignment:

Date of Observation:

Length of Observation:

Date of Conference:

Length of Conference:

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

DOMAIN 1: PLANNING AND PREPARATION

1.1 Demonstrates Knowledge of Content & Pedagogy

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

1.2 Demonstrates Knowledge of Students

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

1.3 Demonstrates Knowledge of Resource

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

1.4 Designs Coherent Instruction

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

1.5 Assesses Student Learning

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

DOMAIN 2: THE CLASSROOM ENVIRONMENT

2.1 Creating an Environment of Respect and Rapport

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

2.2 Establishes a Culture for Learning

Basic	Proficient	Distinguished
Communicates importance of meeting instructional and content goals.	Displays genuine enthusiasm for subject matter Students accept teacher's high standards.	Teacher and students display that they value the content through interactions, curiosity and attention to detail Students show initiative and set high standards.

2.3 Managing Classroom Procedure

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

2.4 Manages Student Behavior

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

2.5 Organizes Physical Space

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

DOMAIN 3: INSTRUCTION

3.1 Communicating Clearly and Accurately

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

3.2 Using Questioning and Discussion Techniques

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

3.3 Engaging Students in Learning

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

3.4 Grouping of Students

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

3.5 Instructional Materials and Resources

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

3.6 Providing Feedback to Students

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

3.7 Demonstrating Flexibility and Responsiveness

Basic	Proficient	Distinguished
Adjusts the lesson according to student need, environment.	Makes fluid/smooth adjustments.	Plans for possible adjustments to seize on spontaneous teaching moments.

3.8 Persistence

Basic	Proficient	Distinguished
Accepts responsibility for student success.	Differentiates approaches for students.	Uses extensive teaching strategies and seeks other resources.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

4.1 Reflects on Teaching

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

4.2 Maintains Accurate Records

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

4.3 Communicates with Families

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

4.4 Contributes to School and District

Basic	Proficient	Distinguished
Maintains cordial relationships with colleagues; participates in school and district events when asked.	Cooperates with colleagues; volunteers to participate in school and district events and makes substantial contributions.	Takes leadership roles with staff and in major school and district events or projects.

_____ / Date: _____ _____ / Date: _____
 Signature of Evaluatee Signature of Evaluator

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

_____ / Date: _____
 Evaluatee's Signature

2nd Draft: 9/28/99

APPENDIX I – TPEP EVALUATION FORM

N/A

APPENDIX J - OBSERVATION REPORT FORM

OBSERVATION REPORT
South Whidbey School District
Langley, Washington

NAME ____ SCHOOL

ASSIGNMENT _ _ DATE

(If less than full time, specify _ _)

OBSERVATION DATE & TIME:

DATE OF CONFERENCE _ _ SUPERVISOR

COMMENTS, STRENGTHS AND AREAS OF IMPROVEMENT:

Appraiser's Signature _____ Date _____

Employee's Signature _____ Date _____

Comments of Employee: _____

(Signature indicates that appraisal has been discussed with the employee and that he/she has received a copy.)

APPENDIX K - Calendar

South Whidbey School District 2018-2019 Instructional School Calendar

FINAL 8/7/2018 Board Approved 3/14/19

Non-School Days	
Aug 25	Staff Inservice (No Student)
Aug 26	Staff Inservice (No Student)
Aug 27	No School
Sept 3	Labor Day
Nov 12	Veteran's Day Observed
Nov 13, 14, 21	No School for K-8 (Conferences)
Nov 22 & 23	Thanksgiving Break
Dec 24 - Jan 4	Winter Break
Jan 21	North Lutheran
Jan 22	Strike Break - No School
Feb 18	President Day
Apr 15	Spring Break
Apr 24	Parents snow make-up day
May 27	Memorial Day
May 28	Possible Snow Day OR Teacher Institute
May 29	Parent/Teacher Conference
May 30	Parent/Teacher Conference
May 31	Parent/Teacher Conference
June 1	Parent/Teacher Conference
June 2	Parent/Teacher Conference
June 3	Parent/Teacher Conference
June 4	Parent/Teacher Conference
June 5	Parent/Teacher Conference
June 6	Parent/Teacher Conference
June 7	Parent/Teacher Conference
June 8	Parent/Teacher Conference
June 9	Parent/Teacher Conference
June 10	Parent/Teacher Conference
June 11	Parent/Teacher Conference
June 12	Parent/Teacher Conference
June 13	Parent/Teacher Conference
June 14	Parent/Teacher Conference
June 15	Parent/Teacher Conference
June 16	Parent/Teacher Conference
June 17	Parent/Teacher Conference
June 18	Parent/Teacher Conference
June 19	Parent/Teacher Conference
June 20	Parent/Teacher Conference
June 21	Parent/Teacher Conference
June 22	Parent/Teacher Conference
June 23	Parent/Teacher Conference
June 24	Parent/Teacher Conference
June 25	Parent/Teacher Conference
June 26	Parent/Teacher Conference
June 27	Parent/Teacher Conference
June 28	Parent/Teacher Conference
June 29	Parent/Teacher Conference
June 30	Parent/Teacher Conference

October 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2				
	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

August 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

March 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan 14 & 17 - Possible snow make-up day

May 14 - Possible snow make-up day

South Whidbey School District - Where Young Minds Grow...

8/28/2018 9:51 AM

APPENDIX L - COMPLAINT BY THE AGGRIEVED

[Please type or print]

Aggrieved Person _____ Date of Formal Presentation _____

Home Address _____

Telephone _____

School _____ Immediate Supervisor _____

Years in School System _____

Subject or Grade _____

Association Representative(s)

GRIEVANCE

a. Article _____ Section _____ Paragraph, _____,
being allegedly violated.

b. Statement of Alleged Grievance:

RELIEF SOUGHT:

APPENDIX M - WAIVER OF CONTRACT REQUEST FORM

Building/Program _____

Date of Request _____

Initial Request or Renewal _____

Specific Article or Section of contract to be waived _____

Total number voting _____

Total in favor _____

Total opposed _____

Method of voting _____

Describe the intent of the waiver _____

What was the nature of any dissenting opinion? _____

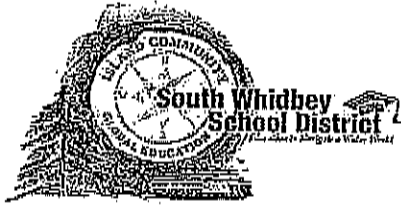
How many of the represented employees were involved in developing the waiver? _____

What was the nature of their involvement? _____

Signature of Association member proposing the waiver _____

Signature of SWEA Building Representative _____

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



Josephine P. Moccia, Ed.D
Superintendent of Schools

Board of Directors
Andrea Downs
Damian Greens
Dr. Julie Hadden
Linda Recicot
Shawn Nowlin

LETTER OF AGREEMENT

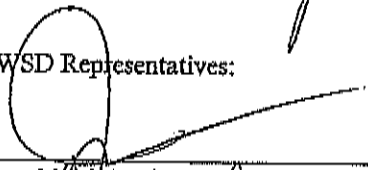
Notwithstanding Article IV - Section 12, Article VII - Section 2 - Item 1, and Article VII - Section 2 - Nightwork B, we have agreed to modify the instructional calendar for the 2018-19 school year as follows:

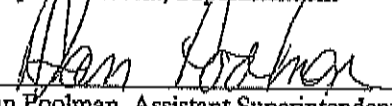
- 1) Whereby each Wednesday, as indicated on the 2018-19 approved instructional calendar will be an early release of ninety (90) minutes for students, also included in the approved calendars, are four (4) additional non-student days and three (3) half days without students;
- 2) Whereby the district will direct twenty-six (26) early release Wednesdays and teachers will direct eight (8). The half days and two of the non-student days will be teacher directed (leaving one (1) non-student day to be district directed);
- 3) Whereby staff meetings will occur within the district directed time at the principal's discretion;
- 4) Whereby, at the K-4 level, teachers will receive a sixth (6th) preparation period of 45 minutes per week;

This Letter of Agreement is for the 2018-2019 school year and ends August 31, 2019 unless mutually extended by the parties.

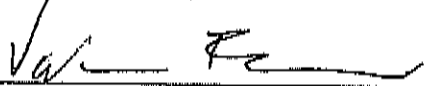
Dated this 15 day of June, 2018.

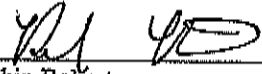
SWSD Representatives:


Josephine Moccia, Superintendent


Dan Poolman, Assistant Superintendent

SWEA Co Presidents:


Valerie Brown


Robin Roberts

~~Becky Ward~~

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