

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE ARLINGTON EDUCATION ASSOCIATION**

**and**

**THE ARLINGTON SCHOOL DISTRICT**



**September 1, 2012– August 31, 2015**

## PREAMBLE

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

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# Arlington Education Association Master Agreement September 1, 2012- August 31, 2015

## ARTICLE I - RECOGNITION AND DEFINITIONS

### Article I, Section 1 RECOGNITION

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

### Article I, Section 2 DEFINITIONS

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

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

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

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

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

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

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

The term "**provisional employee**" shall mean certificated employees during their first two years of employment unless the employee has previously completed at least three (3) years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to provisional status during the first year of employment under contract with the Arlington School District. RCW 28A.405.220.

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

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

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

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

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

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

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

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

## **ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT**

### **Article II, Section 1**

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

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

### **Article II, Section 2**

#### **COMPLIANCE OF AGREEMENT**

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

### **Article II, Section 3**

#### **CONFORMITY TO LAW**

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

### **Article II, Section 4**

#### **DISTRIBUTION OF AGREEMENT**

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

### **Article II, Section 5**

#### **WAIVER OF AGREEMENT PROCEDURES**

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

1. The request must be for the purpose of program improvement.
2. The request must be in writing and include:
  - a. Reference to the specific provisions of the Collective Bargaining Agreement requested to be waived;
  - b. Evidence of employee and administrator consensus in the decision making leading to the request;
  - c. Rationale for the waiver;
  - d. Specific timelines/duration for the request, not to exceed the current term of the contract;

e. Effect of the waiver on other areas of the Collective Bargaining Agreement, if any.

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

## **Article II, Section 6**

### **APPENDICES**

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

## **ARTICLE III - ASSOCIATION RIGHTS**

### **Article III, Section 1**

#### **EXCLUSIVITY**

Pursuant to this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the representative for all teachers covered by this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent teachers represented by this Association. Payroll deduction for organization dues and the right to participate as an organization representing teachers in grievance processing shall be an exclusive right of the Association.

### **Article III, Section 2**

#### **ACCESS**

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

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

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

### **Article III, Section 3**

#### **EQUIPMENT USE**

- A. The Association shall have the right, after receiving permission from the building administrator, to use District equipment at such times as it is not needed for District purposes. No other employee organization, one of whose functions is to represent employees covered by this Agreement, shall be granted the right to use District equipment except under such conditions as this use would be granted to other community organizations.
- B. The Association will provide materials and supplies incident to such use.
- C. The Association is granted use of the District E-Mail System within the following parameters:
  1. The Association may use the system to conduct business related to its responsibilities as the elected bargaining unit representative.
  2. Such use will be limited to those times before, during, and after the student day when the

- employee is not responsible for the instruction and supervision of students.
3. Reasonable care will be taken by the Association and its members to use the system in a manner which reflects the fact that this is a public entity and the communication is, therefore, open to public and District review.
  4. Should any concern arise about the appropriate use of this system, the District will provide adequate notice to the Association of its intent to open and review any individual or Association file.
  5. Any violation of the above will be immediately brought to the attention of the Association President with the intent of correcting the problem and creating any additional guidelines which may be appropriate.

### **Article III, Section 4**

#### **MEMBERSHIP COMMUNICATION**

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

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

### **Article III, Section 5**

#### **AVAILABILITY OF INFORMATION**

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

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

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

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

### **Article III, Section 6**

#### **RIGHT OF CONSULTATION**

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

- A. While the Board has the responsibility for adoption and elimination of educational programs and policy, employees shall be given the opportunity to be involved in these decisions through committees, building faculties and departments. Such program and policy decisions shall be made by the Board based upon recommendations submitted to the Superintendent through administrative channels.

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

### **Article III, Section 7**

#### **PAYROLL DEDUCTION AND REPRESENTATION FEES**

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

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

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

- A. Membership Deductions: Within ten (10) days of the commencement of employment, employees who do not currently have deductions for dues for membership in the Association may sign and deliver to the District an authorization to deduct dues to the Association on a form to be provided by the District. Such authorization shall continue in effect from year to year unless a request for revocation is submitted to the District and the Association, signed by the employee and received between August 1 and August 31, preceding the designated school year for which the revocation is to take effect. Each month during this year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues and assessments by means other than payroll deductions.
- B. Representation Fee Deduction: In the event that any employee fails to sign and deliver an authorization to deduct Association dues and the Association has not included the employee in the list of members who have paid dues by means other than payroll deduction, the District agrees to deduct an amount equal to the amount required for Association membership from the pay of each such employee. Employees for whom this representation fee is deducted shall be included on any transmittal records submitted to the Association by the District. In any case in which a teacher or teachers contest the deduction or a representation fee under the provisions of this Agreement, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in so doing, the Association agrees to pay such expenses so incurred by the Board provided that the Association shall have the sole right to select the legal counsel for which it is assuming the expenses.
- C. Charitable Organization Deductions: Any employee claiming a bona fide religious objection shall notify the Association and the District within ten (10) days of commencement of employment. Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the employee claiming such an objection, an amount equal to the dues required for membership in the Association, provided, however, that such money shall be held by the District until such time as it is finally determined that the employee does have a bona fide objection, at which time such monies shall be forwarded to the agreed upon charitable organization. In the event that it is determined that the employee does not have a bona fide religious objection, such monies shall be remitted to the Association. In the event that it is determined that the employee does have a bona fide religious objection, an amount equal to dues necessary for membership in the Association shall be remitted to a charitable organization selected in a manner consistent with RCW 41.59.100. The District will remit to the Association monthly a list of employees for whom such charitable deductions have been made.



**Article III, Section 8**  
**RELEASED TIME**

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

**Article III, Section 9**  
**BUILDING REPRESENTATIVES**

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

**ARTICLE IV - MANAGEMENT RIGHTS**

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

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

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

**THE RIGHT TO:**

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

**ARTICLE V - TEACHER RIGHTS**

**Article V, Section 1**  
**INDIVIDUAL RIGHTS**

Teachers shall be entitled to full rights of citizenship. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the Constitution and laws of the United States or the Constitution and/or laws of the State of Washington. The private and personal life of any teacher is not within the appropriate

concern or attention of the Board, except as it affects job performance. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

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

## **Article V, Section 2**

### **THE RIGHT TO JOIN AND SUPPORT THE ASSOCIATION**

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

## **Article V, Section 3**

### **EMPLOYEE DISCIPLINE**

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

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

An employee shall be informed, prior to any discipline, that he/she is entitled to have a representative of the AEA present during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the District will make reasonable efforts to accommodate the request.

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

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

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

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

1. The complainant shall be asked to put the complaint in writing. If the complainant is unable or unwilling to do this, the oral complaint must be repeated in the presence of the employee and supervisor.
2. The employee shall be notified of the accusation or complaint in a reasonable amount of time of the accusation or complaint.
3. The employee shall be given an opportunity to respond to this complaint orally and/or in writing, and when feasible, may request that the principal arrange a conference with the involved parties.
4. The employee shall be provided a copy of the complaint within twenty (20) days receipt of the complaint by the supervisor.



**Article V, Section 4**  
**ACADEMIC FREEDOM**

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

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

**Article V, Section 5**  
**PERSONNEL FILE**

Employees covered by this Agreement have the right to inspect the contents of their personnel files kept within the District, except employment references determined to be confidential by mutual agreement. Anyone, at the employee's request, may be present at this review. Items the employee considers important may be placed in his file at the employee's request. Upon request of the employee, copies of any document contained in his/her personnel file will be given to the employee.

Each employee's personnel file shall contain the following minimum items of information:

- 1. The employee's evaluation reports
- 2. Copies of annual contracts
- 3. Teaching certificate
- 4. A transcript of academic records

Nothing in this Agreement shall be interpreted to limit the District's building administrators' rights to keep such records as they feel are necessary to meet their responsibilities, provided that such records shall be open to inspection by the employee and/or employees involved in accordance with this Agreement.

Materials may be removed from that employee's file if one or more of the following criteria are met:

- 1. The original writer agrees with the certificated employee that the material should be removed.
- 2. The Superintendent or Executive Director of Human Resources agrees with the certificated employee that the material should be removed.
- 3. If a grievance settlement dictates removal.

When any derogatory material is placed in an employee's file, the employee shall receive a copy within twenty (20) working days of its receipt or composition and shall be given an opportunity to attach any comments relating to this material. Material which does not comply with this provision shall not be used as the basis for disciplinary action.

No evaluation, correspondence, or other material making any reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and right to attach his/her own written comments.

The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. No derogatory material shall remain in an employee's file for more than three (3) years from the date of entry, with the exception of the annual evaluation report. Laudatory material may be removed with the employee's permission after three (3) years.

## **Article V, Section 6**

### **TEACHER PROTECTION**

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

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

B. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained due to assault and battery as defined in A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award made for the disability due to said injury. No part of such absence will be charged to annual or accumulated sick leave.

C. Certificated staff and the AEA shall immediately be informed by administration or his or her designee, of assigned student(s) or students' family members who exhibit or have a history of violent behavior, when such behavior becomes known.

D. Any case of verbal threat or abuse by an adult or student against any employee acting within the scope of his/her employment shall be reported promptly to the employee's supervisor. The Building and/or the District will support the employee when such complaint is made. In the case of an adult, the District will support the employee if a complaint is made to law enforcement authorities.

E. Students who threaten, are assaultive, who falsely, maliciously, or knowingly allege misconduct, and/or are in possession of weapons or dangerous devices will be disciplined in accordance with Board Policy. Prior to the student's return to the classroom, a conference with the student, administrator and an impartial third party will be held if requested by the teacher to discuss the situation or to resolve the conflict. To ensure a safe environment a student may return to the classroom when the concern is resolved.

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

F. No action other than investigation shall be taken upon any complaint by a parent of a student directed toward a teacher, or shall any notice thereof be included in said teacher's personnel file, unless the complaining party is identified and such matter is reported in writing to the teacher concerned sufficiently in advance so that any necessary defense or response may be undertaken. In such cases, the parties will give strong consideration to inviting an impartial third party to conduct the investigation.

G. The District will provide financial and/or replacement protection for all employees against loss or damage of personal property while those employees are engaged in District and contracted business and at all times when that personal property is on school property for in school use, provided that:

1. The District has required, requested or permitted the employee to provide such personal property for school use.
2. Proper safeguards, such as locking up personal property when not in the employee's possession or use, have been taken by the employee.
3. Reasonable evidence is provided that the property was actually damaged or lost while on school property.
4. When the employee decides to use personal property at school, the building administrator is informed of its presence and use.

H. The employee, upon written request to the superintendent, will be reimbursed for the cost of replacement of personal items such as hearing aids, glasses and/or dentures which are destroyed or damaged as a result of an assault/or battery.

I. The District will report vandalism to vehicles parked on school property, assist in the investigation, and use its legal authority to assist in recovery of damages. Upon completion of the above investigation, if damage or vandalism was determined to have taken place on District property while the employee was employed in District and contracted business, the District shall provide up to \$200 for financial replacement coverage of damage to the vehicle.

J. Each worksite shall develop emergency communication and appropriate control procedures with input from the employees regarding violent situations which may occur when employees perform work duties. Supervisors and employees will annually review the procedures and include such written procedures in the staff handbook.

K. Employees may request in writing to the Superintendent that they be provided time off without loss of pay in legal proceedings in which the employee is named as a defendant along with the District.

## **Article V, Section 7**

### **RIGHTS AND RESPONSIBILITIES OF EMPLOYEES REGARDING PUPIL DISCIPLINE**

#### **A. General Guidelines:**

1. Nothing in this Agreement shall be interpreted to deprive the pupil of his/her rights as provided for in applicable laws, regulations of the State Board of Education, and policies adopted by the 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 necessary to protect himself/herself, other employees, or pupils from attack, physical abuse, or injury.
4. The District shall support its employees in their use of disciplinary measures consistent with District policy, rules, regulations and this Agreement.
5. Each employee will be provided a copy of the building's student discipline policy.

#### **B. Procedures:**

1. Under most circumstances it is expected that acceptable pupil behavior will be achieved by use of appropriate methods by the employee supervising the pupils.

2. When an employee deems it necessary, a pupil's suspension from school or from a class or activity, temporarily or permanently, or other discipline may be recommended to the person responsible for implementing such action. Such recommendations may be made when a student has acted in violation of District rules and regulations for students, refuses to follow lawful instructions of an employee, causes a disruption of the educational process to the detriment of other learners, or whose continued presence constitutes a threat to the health or safety of other persons. In some buildings, the employee may write an attendance/discipline referral on a student, even when the student is not removed from class. An administrator in the employee's building will talk to the student and take other necessary steps required within not more than one week of the time the referral is received in the office.
  
3. In the event an employee recommends suspension, and/or following temporary or permanent removal from that employee's class or activity, the following procedure shall be followed:
  - a. The student shall be verbally informed by the employee of the specific reasons for the particular disciplinary action.
  - b. The employee shall attempt to ensure the conduct of the student to the appropriate school authorities responsible for student discipline.
  - c. In grades 7-12 the student shall be removed from the employee's supervision for the duration of the school day and until such time as the proper District authority has had the opportunity to discuss the pupil's behavior with the teacher and student. In grades K-6, the student shall be removed from the employee's supervision until such time as the appropriate District authority has had an opportunity to discuss the pupil's behavior with the teacher and student.
  - d. The administrative authority shall discuss with the student the alleged misconduct, but shall make no determination at this time as to the validity of the disciplinary action.
  - e. Prior to the return of the student to class, the administration shall communicate verbally, or in writing, the action taken.
  - f. In the event that more than temporary removal from the classroom for that one period is recommended, the teacher shall provide to the administrative authority, within twenty-four (24) hours following the disciplinary action, action taken previously by the employee as an alternative form of corrective action, the teacher's recommendations as to temporary or permanent removal, suspension or expulsion, and rationale for the teacher's recommendation. A copy of the account shall be furnished to the student.
  
4. Disciplinary actions beyond temporary removal not exceeding three (3) days, which are recommended by the employee, shall be implemented by the responsible school authority following school board policy and procedures.
  
5. If the appropriate school authority does not concur with the employee's recommendations, the employee shall be so informed in writing and may appeal the decision through the grievance procedure.
  
- C. The District shall provide in each building, student referral forms and such other forms as may be necessary for the implementation of this Agreement.

**Article V, Section 8**  
**INDIVIDUAL TEACHER CONTRACTS**

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

The language of the individual teacher contract shall not change from year to year except through the bargaining process.

B. Contracts

1. For the duration of this Agreement, the basic salary schedule pay covers 180 days of service annually.
2. Certificated employees new to the district will be required to attend new employee days for which they will receive compensation at the curriculum rate.
3. Part time FTE employees may apply to their immediate supervisor for all additional per diem hours.
4. In addition to the 180 days compensation by the basic salary schedule, all certificated employees will receive compensation for Time, Responsibility and Incentive (TRI). The employees placement on the TRI schedule will be consistent with their placement on the basic salary schedule. In the first year of this Agreement, every cell on the TRI Salary Schedule shall be increased by three (3) percent of its corresponding base salary schedule cell. In years two (2) and three (3) of this agreement, every cell on the TRI Salary Schedule shall be increased by two (2) percent of its corresponding base salary schedule. (See Appendix for TRI Schedule)
5. Part-time employees shall receive TRI schedule compensation based upon their FTE contract status. Employees in full pay status who complete ninety (90) days of work during the scheduled calendar year shall receive 100% of their TRI compensation. Those part-time AEA members employed by the Arlington School District as of June 16, 1998 shall receive the full FTE TRI amount.
6. Payment for the TRI Schedule will be in twelve equal monthly payments. For the purposes of reporting to the state retirement system, an individual employee's TRI schedule stipend will be calculated as additional hours.
7. The TRI schedule includes compensation for eighty (80) hours of teacher responsibility and six (6) district directed days and for other professional responsibilities. These teacher responsibilities included in TRI are listed below, but are not limited to:
  - a. preparation for school opening
  - b. work connected with the conclusion of the school year
  - c. conferencing with parents
  - d. providing individual help to students
  - e. evaluating student work
  - f. researching educational material and supplies
  - g. preparation and revision of materials
  - h. working with computers and other technology related to education
  - i. attending no more than two evening meetings
8. The six (6) district days which will include two (2) district wide days, six (6) hours of collaboration time which will be divided into twenty (20) minute increments and added to weekly staff meetings twice per month, six (6) hours of principal directed time, seven (7) hours of teacher directed time for professional development, seven (7) hours of teacher directed time for grading on the day following the last day of school (on site) and two (2) hours of employee directed time to complete mandatory training and required notifications (ie SafeSchools). Employees who are absent on these days will be provided make-up opportunities. These make-up opportunities will be agreed upon by the supervisor and the employee. Should an employee not work one or more of the district-directed days, \$250/day will be deducted from the employee's TRI schedule stipend on the July paycheck.
  9. AEA members may fulfill their teacher directed responsibility of seven (7) hours of professional development by participating in one or more of the approved activities from the list below. Staff members may also request to participate in an activity not the list, but will need prior approval from principal:
    - a. District workshops
    - b. ESD workshops
    - c. Professional conferences
    - d. Time spent in graduate level classes
    - e. Collaborative work / workshops outside the school day -
    - f. School Improvement Team work g. Implementation of new District adopted curriculum/textbooks
    - h. Senior Project Evaluation
    - i. Grade level CBA development and implementation.
    - j. Activities designed to improve instructional skills directly related to the employee's assignment



10. Principals will provide AEA members with a variety of activities to fulfill the six (6) hours of Principal Directed Time. Activities may include but not limited to the following:
  - a. District workshops
  - b. Building workshops
  - c. Additional PLC time.
11. Within one month of adoption of the student calendar or the end of the school year, whichever is later, the District will present a partial list of dates and opportunities for workdays to the President of the Association.
12. The Association may provide input relative to this schedule within one month of adoption of the student calendar or Sept. 1, whichever is later. Opportunities may be added during the year as they become known or as priorities require, either by action of the District or by reaction of the District to teacher-initiated requests.

C. In the event that the District's Maintenance and Operations levy does not pass, the District and the Association will meet regarding the maintenance of the current contract language.

D. Release From Contract

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, after July 1, shall be granted provided an acceptable replacement can be obtained.
4. A release from contract shall be granted upon the teacher's request in case of illness or other personal matters which make it impossible for a teacher to continue in the District. The District may require a physician's statement in case of illness.
5. All teachers covered by the continuing contract law and who have not been notified of probable cause for non-renewal are considered to be under contract to the District after May 15. The provisions of this section apply whether or not a signed individual contract has been executed.

E. Employee's Contractual Responsibilities

Each certificated employee covered by this agreement is required to satisfactorily meet the provisions of the Washington Administrative Code and the laws of the State of Washington defining such responsibilities.

F. Extended Contracts and Compensation Beyond the Basic Contract

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

the total number of days contracted does not exceed 195 in any year covered by this contract.

Special Education Programs	Up to 90 days
Other Programs	Up to 105 days

5. Special education classroom teachers, Occupational Therapists, (O.T.), Physical Therapists (P.T.) Speech Language Pathologists, (S.L.P.) and the district nurse shall receive five (5) days, prorated by FTE of extended contract time to perform duties unique to their specific assignments unless one or more of the following conditions exist:
  - a. The special education teacher has more than one and one-half (1 1/2) hours per day without student contact beyond the contracted preparation time, not to include recess time and before and after school time.
  - b. The special education teacher is not available during the contracted work day.
  - c. These five (5) days will be paid automatically in equal monthly payments during the contract year.
6. High School counselors who perform additional work to schedule students in the summer and before the opening of school for ten (10) days to be paid on a supplemental contract at their per diem rate.
7. A listing of extended day contracts will be provided the Association annually.

#### G. Extended Contracts for Vocational Instructors

1. Vocational education generates a specific amount of money based on the number of staff derived from the Vocational Education Apportionment worksheet. The total of all vocational staff (certificated and classified and NERC expenditures) will not exceed funds generated from the Vocational Education Apportionment worksheet.
2. Vocational Program Days may be granted for the following purposes:
  - a. Youth leadership (supervision of activities).
  - b. Home visits, supervision of occupational experience projects, or job site coordination.
  - c. Advisory committee meetings.
  - d. Professional in-service meetings (called by S.P.I. or sponsored by professional organizations, and required by the District).
3. The recommended number of days to be granted each teacher will be determined prior to May 15 in the planning conference between the Vocational Director and the teacher. When there is more than one teacher in a department, the tasks may be shared or assigned solely to one instructor. The Vocational Director will make the final recommendation to the principal and Superintendent prior to June 1.
4. Revision of program days may be made prior to October 1 to reflect staff or schedule changes made after the initial plan was developed in the Spring.
5. Teachers will submit monthly reports documenting activities, time, and mileage involved to the Vocational Director. These reports will be used for verification in the final evaluation.

#### H. Longevity Incentive

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

**Article V, Section 9**  
**SUPPLEMENTAL CONTRACT**

- A. The District may issue supplemental contracts to those employees who are selected to direct extra- curricular activities and to perform other services not covered by the basic or extended contracts. Methods of determining compensation for services covered by supplemental contracts shall be stipulated in Article VII, Section 5 of this Agreement.
- B. Supplemental contracts may be issued at any time or when assignments are known at the same time as the basic contract. An employee may resign from any supplemental assignment for the ensuing year by giving written notice to the Superintendent prior to May 15 of the preceding year.
- C. Supplemental contracts are not continuing and are issued on an annual basis.
- D. Employees may select payment options for supplemental contracts as (A) a lump sum payment at the conclusion of the action, or (B) equal payments for the remainder of the contract year, following the onset of the activity.
- E. Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the State. The stipend will be paid through a supplemental contract annually.
- F. If required by the building principal, the district will compensate all Kindergarten teachers who perform additional work to conduct an orientation activity, outside the school day, for parents and/or students for up to six (6) hours at curriculum rate.

**Article V, Section 10**  
**SELECTION, ASSIGNMENT, VACANCIES, AND TRANSFER**

Definitions:

For the purpose of this Agreement the following definitions shall apply.

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

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

"**Involuntary Transfer**" is a change of school, department, K-6 grade level or subject area which is not requested by the employee.

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

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

A. Assignment of Certificated Personnel

1. General Provisions: The Association and the District agree that the primary objective in making personnel assignments is to assign the most competent employee available to each position established to implement the District's educational program. Personnel shall be assigned in accordance with regulations of the State Board of Education and to positions for which they are properly certified, and have either adequate academic background or experience which qualifies them for the position. Assignment practices may be modified to provide for implementation of reduction in force procedures and affirmative action policies. If the employee is to be assigned to a position or course for the ensuing year for which qualifications are inadequate, notice of such reassignment shall be given prior to the end of the current school year.

2. To meet program and staffing needs in a timely manner, fifteen (15) working days prior to the first teaching day of school, the School District shall be able to fill positions with individuals who have requested transfers, reassignments, or the employment application pool without posting such positions.

B. Assignment

The basic consideration in the assignment of professional personnel in the Arlington School District is the well being of the program of instruction. To this end, certificated employees will be assigned by application of the following criteria:

- 1. Regulations of the State Board of Education.



2. Valid Washington State Teaching Certificate.
3. Employee's major/minor field of study and/or areas of endorsement(s).
4. Qualifications in specialty area(s).
5. Previous successful teaching experience as evidenced by consistent satisfactory evaluations.

C. Vacancies

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

D. Voluntary Transfer (**Refer to Appendix for forms and procedures**)

1. Application: A general transfer request may be submitted in writing to the Superintendent for vacancies which may become available for the following school year. This transfer application request shall be made prior to April 15.
2. Notice: As soon as assignment decisions have been made, the Superintendent or his/her designee shall notify the employee(s), by personal conference, whose transfer request was not granted, stating reasons as to why.

E. Involuntary Transfer

1. General Provisions: The Superintendent or his/her designee may make such transfers when it is in the best interest of the educational program, but such reassignments or transfers shall not be made except in emergencies, unless the employee has adequate time to prepare for the new assignment and is qualified for the position. (See Paragraph A for qualifications.) Prior to the involuntary transfer of a staff member, the District shall consider those staff members who have indicated their interest in a voluntary transfer. Thereafter, teachers with the least seniority will be considered first. The District will consider the program staffing prior to making involuntary transfers and will provide a letter of explanation if requested by the Association.
2. Consideration: Each involuntary transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District. Certificated staff who are involuntarily transferred will be given priority in returning to their previous assignment if openings at their previous assignment become available prior to August 20 of the upcoming school year.
3. Notice of Transfer: Notice of the transfer will be provided in the following manners:
  - a. The Superintendent shall notify the affected teacher in writing of the reason(s) for such transfer.
  - b. At least ten (10) days written notice will be given to the teacher who is to be transferred during the school year. However, transfers will not take place until the affected teacher has had the opportunity to discuss the transfer with his/her supervisor and to appeal the decision through the grievance procedure.

F. Released Time: At least two (2) days of paid released time or fourteen (14) hours of compensation at the negotiated hourly rate (see Article 7, Sect. 5) will be given to the classroom teachers when they are assigned to a new school or different classroom within a school. The fourteen (14) hours must be during non-student time.

G. Transfer Limitation

No employee shall be subject to an involuntary transfer more than two (2) times within any six (6) year period.

**Article V, Section 11**

**LEAVE REPLACEMENT PERSONNEL**

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

**Article V, Section 12**

## SUBSTITUTES/REGULAR PART-TIME TEACHERS

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

## ARTICLE VI - LEAVES

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

### Article VI, Section 1

#### ILLNESS, INJURY, AND EMERGENCY LEAVE

A. Employees under contract for the school year will receive twelve (12) days or 24 (24) half- days annual leave for illness, temporary disability, injury, and emergency leave, as well as medical and dental appointments which cannot be scheduled outside the school hours, and to care for the employee's ill child under the age of 18. Unused days or unused half-days shall accumulate to the extent allowed by law. Less than full-time (partial year or fractional FTE) employees shall be allowed illness, injury, and emergency leave on a prorated basis.

B. In the event of a pattern of regular, excessive, or unusual absences, the supervisor may require a statement from the employee's health care provider (as defined in the Family Medical Leave Act) concerning the serious health condition.

C. The emergency portion of this leave shall be granted for problems which are suddenly precipitated and for which preplanning could not relieve the necessity for the absence. The problem must be of major importance and not a mere convenience. It is not the intent of this emergency leave proviso to expand upon or add to vacations, weekends, or other types of leaves because of transportation problems that preplanning could reasonably have prevented.

D. Former employees returning to the District will be credited with any unused sick leave accumulated at the time of termination of previous employment. Employees may transfer sick leave accumulated in other Washington school districts when commencing employment in the District.

E. Worker's Compensation Time-Loss Payments: In accordance with Washington statutes and State Department of Labor and Industry regulations, employees of Arlington School District No. 16 who are unable to work due to a job related injury or illness may be entitled to time loss compensation from the state insurance pool and disability leave from the District. RCW 51.32.090 prohibits employees from receiving time-loss payments and regular salary or wages during the period covered by the disability. **(See Appendix for Worker's Compensation Time-Loss Payments options and forms.)**

F. In February of the year following any year in which a minimum of sixty (60) days of leave is accrued, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous calendar year. Such remuneration shall be at the rate of one (1) current day's pay for each four (4) full days accrued in excess of sixty (60) days. Leave for which compensation has been received shall be deducted from accrued leave at the rate of four (4) days leave for every one (1) day's monetary compensation received.

G. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration to a rate of one (1) current day's pay for each four (4) days of accumulated sick leave.

H. Employees have access to all leave transactions through the District's Employee Access online system.

### Article VI, Section 2

## PERSONAL LEAVE

A. Up to two (2) days of personal leave with pay for each employee shall be granted annually for personal or business reasons which require absence during school hours and cannot be reasonably scheduled at another time. The employee shall not be required to give reasons for the leave other than it is “personal”. Employees contracted for ninety (90) days or less shall be allowed one (1) day of personal leave.

B. Personal leave shall not be taken during the first five (5) student or the last five (5) students days of the school year. Exceptions may be appealed to the superintendent or his/her designee.

C. Personal leave is limited to no more than 5% of the building certificated staff on any one day until June 1<sup>st</sup>. Any Personal Leave requests after June 1<sup>st</sup> must have pre-approval from the Superintendent or designee. Exceptions may be appealed to the Superintendent.

D. If the employee has used less than the accumulated amount of personal leave during the school year, he or she may choose one of the following options:

1. Two (2) days may be carried over to the following contract year for a total of five (5) personal days, or
2. Two (2) days may be cashed in for \$150 per day.

### **Article VI, Section 3**

#### BEREAVEMENT LEAVE

Up to five (5) days per occurrence shall be granted with pay for bereavement of a member of the immediate family or domestic partner. The immediate family consists of the grandparents, grandchildren, parents, spouse, brothers, sisters, sons, daughters, great-grandparents, great-grandchildren, aunts, uncles, cousins, in-laws, or legal wards of the employee. Such leave is non-accumulative. An employee may request use of personal leave or emergency leave for bereavement of a close friend from his/her immediate supervisor. If denied, the employee may appeal to the Superintendent.

### **Article VI, Section 4**

#### JURY DUTY AND SUBPOENA LEAVE

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

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee’s regular pay.

### **Article VI, Section 5**

#### MILITARY LEAVE

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

### **Article VI, Section 6**

## ASSOCIATION LEAVE

A. Thirty (30) days of Association leave shall be available each school year to the Association. Such leave shall be granted at such times and in such amounts as requested by the President of the Association for use as deemed appropriate by the Association. The Association shall reimburse the District for the cost of a substitute if one is requested.

B. The Association shall have the option of requesting up to one period per day each semester or the equivalent thereof for use by an Association official to conduct Association business. The request must be made prior to May 1 of the school year preceding the year for which the leave is requested.

C. The Association shall reimburse the District for the proportion of the student instructional time (or total work time if the official does not instruct students) the Association official is released from his/her assignment. (Reimbursement shall include all District payroll costs.)

### **Article VI, Section 7** EXTENDED LEAVE

A. Leaves for up to one year may be granted when requested by the employee for reasons of health, disability, dependent care, educational pursuits or educational travel. Applications for leave must be received prior to April 15 (except in cases of emergency) in order to be considered. Applications shall be acted upon at the first regular Board meeting after April 15.

B. Employees on leave maintain the same seniority and benefit rights held at the time of taking the leave and are subject to reduction in force procedures on the same basis as those currently employed.

C. The employee on leave must notify the District of his/her plan to return by April 15 of the year of the leave.

D. The employee may request and the Board may grant up to one (1) additional year of extended leave, provided that the employee shall be entitled to a position after this second year of leave, only if a suitable position is available.

E. Employees on leave may continue their group insurance premiums if they remit the total cost of such premiums to the District prior to date payment is due. Upon return from leave the employee will be returned to the same position or a similar position.

### **Article VI, Section 8** PUBLIC OFFICE LEAVE

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

### **Article VI, Section 9** FAMILY LEAVE

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

Domestic partners:

- Share a household;
- Have a close personal relationship in place of a lawful marriage;
- Are both responsible for their basic living expenses;
- Are not married to anyone;
- Are each at least eighteen (18) years of age;

Are not related by blood so close it would bar marriage in Washington State;  
Were mentally competent to agree to a contract when their domestic partnership began; and  
Are each other's domestic partner and are responsible for each other's welfare.

B. Paternity and Adoption Leave: During the first six (6) weeks after the birth or adoption of a child, an employee may be granted up to two weeks paternity or adoption leave. This leave may be deducted from accrued sick leave.

C. Maternity Leave: Sick Leave shall be granted for pre-birth and post-childbirth disability. Six (6) weeks of sick leave is granted for a normal labor and delivery post-childbirth. If the need is verified by a physician, additional sick leave may be granted to care for a sick infant or for complications related to pregnancy or delivery. Sick leave may not be used for any portion of maternity leave that occurs during a scheduled school break.

D. The district will abide by all state and federal laws related to family leave.

## **Article VI, Section 10**

### **LEAVE SHARING**

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

1. The donating employee must have an accrued Illness, Injury, and Emergency leave balance of more than twenty-two (22) days.
2. The donating employee may be allowed to grant up to six (6) days of leave during any twelve (12) month period.
3. The donating employee cannot request a transfer which would result in his/her Illness, Injury, and Emergency leave account going below twenty-two (22) days.
4. To qualify for days under this provision, a receiving employee must comply with the following conditions:
  - a. he/she must suffer from, or have a relative or household member suffering from an illness, impairment, physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay or to terminate employment;
  - b. the Superintendent/designee determines that the receiving employee's absence and the use of the shared leave are justified;
  - c. the receiving employee has depleted, or will shortly deplete, his/her Illness, Injury, and Emergency leave;
  - d. the receiving employee has diligently pursued and been found to be ineligible for worker's compensation benefits.
5. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. An employee shall not receive a total of more days than constitute his/her regular work year.
6. An employee who receives leave under this section will retain his/her status as a District employee.
7. Donating employees will complete a form titled "Transfer of Illness, Injury, and Emergency Leave" and submit the form to the District. Leave sharing forms are available through the Association's Building Representatives and the superintendent/designee.

## **ARTICLE VII - SALARIES, STIPENDS, AND & BENEFITS**

**Article VII, Section 1**  
**SALARY SCHEDULE**

It is the intent of the parties that the maximum amount of money allowed and funded by the state will be “passed through” and used to compensate members of this unit. The parties agree that the current LEAP schedule shall be used as the local salary schedule for the duration of this contract and is hereby included in the appendix. This schedule shall determine annual pay for employees based upon a one hundred and eighty (180) day work year with the following exceptions:

- A. Members may be placed upon the B.A. + 135 column up to September 1, 1993.
- B. If as the result of A. above there are employees upon the B.A. + 135 column for whom the state will not reimburse the District, the difference in salary of those individuals will be funded by the bargaining unit at large.

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

Employees shall be placed on the salary schedule based upon the current rules and regulations of the O.S.P.I. for experience and credit placement.

**Article VII, Section 3**  
**PAYROLL DEDUCTIONS**

- A. All salaries are subject to payroll deductions for:
  - 1. State Teachers or State Employment Retirement Systems
  - 2. Withholding tax
  - 3. FICA
  - 4. Absence not provided for by leaves (in accordance with other provisions of this Agreement)
  - 5. Dues and Representation Fees (in accordance with other provisions of this Agreement)
  - 6. State Industrial Insurance
  - 7. Salary assignments and garnishments
- B. The following deductions may be made if authorized by the individual:
  - 1. Additional withholding tax
  - 2. Approved medical plans. Selection of a supplemental plan will be made during the period of open enrollment. Completed enrollment forms must be in the Benefits office two weeks prior to the month of implementation. During the period of open enrollment for health benefits, insurance enrollment forms will be available to employees online.
  - 3. Association approved Long Term Disability Program and supplemental salary insurance. Selection of a supplemental plan must be made during the period of open enrollment.
  - 4. Tax-sheltered annuities. Authorization for voluntary payroll deductions shall be limited to those involving five (5) or more employees and those for which the District's payroll system will accommodate
  - 5. Deferred Compensation plan (457)
  - 6. Section 125
  - 7. Payments to Educational community Credit Union or Washington School Employees Credit Union
  - 8. Other Association and District approved insurance programs
  - 9. United Way
  - 10. U.S. Bonds
  - 11. Dollars for Scholars
  - 12. WEA/PAC
  - 13. VEBA Group Compensation Exchange (if approved by members annually)



14. Other mutually agreed upon charitable funds

C. Voluntary Employees' Benefit Association (VEBA)

1. The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute.

2. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

3. For purposes of annual contributions to the Plan, all employees covered by this agreement who have accumulated over 180 days of unused sick leave as of the date of conversion, and also had accumulated 180 days as of one year prior to the date of conversion, shall be eligible. Excess sick leave shall be defined as the unused sick leave days that have accrued to the credit of the employee that are in excess of 180 days, and the conversion value of these days shall be contributed to the Plan.

D. Section 125

1. Day Care Services are available as a before-tax deduction for members of the negotiating unit who are the parent or guardian of children below the age of 13 years and who request deductions be made for services provided by a District-sponsored program. Deductions will be made each month for services rendered during the period ending the 15<sup>th</sup> day of the month.

2. The Association agrees that any taxes that may be determined to be due as a result of any ruling declaring this benefit to be a post-tax income item are solely the responsibility of the employee except for District share of FICA.

3. The parties agree to establish a voluntary salary reduction plan pursuant to Section 125 of the Internal Revenue Service Code.

4. The plan will be set up by the employer and will be for premium payments for policies contained in ARTICLE VII, Section 7 of this contract. It will conform to all requirements of the law. The plan document must be approved by the Association prior to its implementation.

**Article VII, Section 4**

**PAYMENT PROVISIONS**

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

B. Employees must notify the District of an error in payment prior to the final state audit of the S275 form for the year in which the alleged underpayment was made.

Provisional employees be granted an additional year beyond their provisional status to correct payment errors. The party who becomes aware of an error in payment will make the other party aware in a timely manner. The district and the employee will mutually agree to the method of repayment.

**Article VII, Section 5**

**HOURLY COMPENSATION**

A. Any hourly rate of pay will be \$31.24 for 2012-13. This rate will be adjusted annually using the US CPI-U Seattle formula. (The percentage change used will be from the US Department of Labor Statistics for fiscal years as referenced in RCW 28A.400.205.)

B. The hourly compensation rate for district-selected trainers will be two (2) times the amount of the negotiated hourly rate.

C. The hourly compensation rate will be used to compensate covered employees for the following activities:

1. Driver training instruction conducted at times outside the regular student instructional day. Driver training classroom-teaching time will be compensated at the agreed upon hourly rate of pay.
2. Developing a new or significantly changing an existing instructional program if the activity is not part of normal preparation responsibilities including the instructional assignment.
3. Teaching or performing other professional activities related to an instructional program that is not part of the regular K-12 program (i.e. summer school, evening classes).
4. Additional responsibilities designed to assist in the general management of the District's educational program such as serving as a department chairman or on an advisory council.

D. Participation in these compensated activities is voluntary. Supplemental contracts may be utilized when the number of hours employed is known in advance. These supplemental contracts shall be only for the responsibilities and period of time stipulated and may be offered for a subsequent period of time entirely at the option of the District.

## **Article VII, Section 6**

### **TRAVEL**

A. Employees who are required to utilize their private automobile for travel on school business and employees who, by nature of their assignment, must travel between schools or are required to make home visitations, shall be reimbursed at the federally recognized rate, or the amount approved for payment to state employees whichever is greater. When a school car is available, employees who opt to use their own cars shall receive the state reimbursement rate.

B. Travel reimbursement for use of private vehicles must be approved in advance by the Superintendent. If travel is out-of-state, Board approval in advance is required. Mileage and odometer readings must be submitted with requests for payment.

## **Article VII, Section 7**

### **INSURANCE BENEFITS**

A. The District shall provide all state flow-through insurance benefits. The state mandated retiree insurance subsidy will be paid by the District.

B. Each full-time equivalent employee shall be entitled to full participation in the group insurance programs selected by the Association and approved by the District. Employees of less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the maximum contribution.

C. Each full-time equivalent employee will be entitled to:

1. Dental insurance with full family coverage
2. Term life insurance\* (\$50,000)
3. Long term disability (60 day waiting period)
4. Vision Insurance
5. Any other Association approved plan requiring 100% participation.

\*Term Life insurance will be paid in full by the District.



D. Each full-time equivalent employee may choose to purchase additional medical insurance to cover members of his/her family. In order to gain maximum utilization of the total allowable amount, the District agrees that it will contribute the maximum allowable, plus \$212,500 for 2012-13 school year, \$232,500 for the 2013-15 school year and \$252,500 for the 2014-15 school year to an insurance pool to be distributed among employees on a fair share basis to those who do not generate sufficient monies to cover the full cost of medical coverage for themselves and their families. In the event that money remains in the benefit pool after this initial distribution, this money will be divided equally among unit members for the purchase of additional voluntary programs.

E. An employee whose spouse or domestic partner is also a district employee who is eligible for medical benefits may combine his or her actual employee insurance plan to offset their out-of-pocket cost for medical premiums.

F. 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. An analysis and any adjustments will be reported to the Association on March 1.

G. Voluntary Programs are available for individual employee payroll deduction.

H. Premiums/payroll deductions for voluntary programs will not be included in any pooling calculations.

I. Employees are allowed to continue to participate in the District insurance plan for up to two years when on District-approved leave of absence, if the cost of the plan is reimbursed to the District.

### **Article VII, Section 8**

#### **WEST-E EXAM FEES**

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

### **Article VII, Section 9**

#### **CPR/FIRST AID TRAINING**

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

## **ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **Article VIII, Section 1**

#### **CALENDAR**

A. There shall be 180 student instructional days, unless otherwise bargained or mandated by the State in the school calendar, approved by the Board and included in this Agreement. The District may request a waiver from the State Board of Education to reduce the required student instructional days for the purpose of using the time for staff development to improve student achievement. Stillaguamish Valley School shall have a calendar independent of other schools in the District that is appropriate for its specific programs and subject to mutual consent of the District and the Association.

B. Nothing in this Agreement shall prohibit the District from forming an advisory committee prior to negotiating the Collective Bargaining Agreement. This committee will be comprised of various groups such as certificated staff, classified staff, and parents. When the advisory committee recommends calendar options, the committee will not recommend a calendar which is contrary to the approval of the Association. Changes in this student instructional calendar, other than those required by emergency school closures, shall be subject to mutual consent of the District and the Association. For emergency school closures the Association shall be consulted regarding possible rescheduling dates.

C. The calendar for the 2012-13, 2013-14, and 2014-15 school years are attached in the Appendix. The Association and the District will collaboratively develop a calendar for the following school year by March 31. If no agreement is reached by March 31, the district will adopt a calendar based on the previous school year with the appropriate date adjustments for those respective years.

D. The school calendar will provide for student and teacher early release the day prior to Thanksgiving and winter break. The following guidelines will be used to develop the yearly school calendar:

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

## **Article VIII, Section 2**

### **WORK DAY**

#### **A. School Day**

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

#### **B. Additional Time Within and Outside of Workday**

1. Faculty meetings: Meetings which extend beyond the work day, either before or after school, called by building administrators for the purpose of directing the workforce shall be scheduled at least one week in advance. Employees shall not be required to stay more than one half hour beyond the normal work day. No more than one such meeting shall be scheduled per week and after school meetings shall be scheduled to begin as soon as possible after the end of the student day.
2. Other Meetings: The Association and the District agree that from time to time, employees in various grade levels, departments, or specially formed groups or committees may meet to study needs, compile information, or make decisions affecting curriculum or other professional matters. Whenever possible, membership on such groups or committees will be voluntary. If employees are assigned to such groups or committees, assignments will be equitably distributed among qualified or affected employees from year to year. Both unit members and supervisors will cooperate in defining the goals to be accomplished and determining the length, frequency and times of meetings requested.
3. Evening Meetings: Employees shall not be required to attend more than two (2) evening meetings per year (PTA functions, open houses, advisory committee meetings, etc.) unless

such meetings are unique to their assignment and detailed in writing when the basic contract is signed.

#### C. Student Supervision

1. The time during the work day other than planning time as defined in Article VIII, Section 2 (D) may be assigned on an equitable basis for student supervision except that such time shall be limited to thirty (30) hours per year. As a general rule, this time will be utilized at the elementary level for supervision of bus loading. This provision may be altered in the event of an emergency (examples of which are snow conditions, natural catastrophes, etc.).
2. Supervision assignments occurring after the work day will be made equitably after employees have been given an opportunity to volunteer. No employee shall be required to supervise such activities. An honorarium of \$30.00 shall be paid for each assignment over one (1) hour in length or any combination of two (2) activities equaling one (1) hour or more. Both certified and classified employees may be so assigned.
3. Evening supervision assignments shall be made on an equitable basis after unit members have been given an opportunity to volunteer. An honorarium of \$30.00 shall be paid for such assignment. Classified employees may be used in such assignments, after certificated staff have had an opportunity to apply.
4. Activity advisors who are compensated for advising activities sponsoring evening activities shall not be credited with supervisory time or paid an honorarium for these activities.
- 5.

#### D. Planning Time

1. The student instructional day shall be defined as follows:
  - a. Grades K-8 up to six and one-half hours including lunch, passing time, and planning time.
  - b. Grades 9-12 up to six hours and thirty-five minutes including lunch, passing time, and planning.
2. Any time during which the teacher is not assigned students during this student instructional day may be considered planning time. Recess requiring supervision by the teacher and passing time shall not be designated as planning time.
3. The amount of planning time shall be at least two hundred twenty-five (225) minutes per week in grades K-8 and two hundred forty-five (245) minutes per week for grades 9-12 including at least thirty (30) consecutive minutes each day during the student contact day. During the weeks of the State Assessment, planning time may be re-adjusted (but not decreased) using the consensus model at each building.
4. Planning time shall be used for activities related to the employee's assignment or employees may be asked to substitute during planning time with their consent. If an employee has reason to leave campus during their planning time they will notify the office. Any teacher or certificated employee asked by an administrator to give up his or her planning time or regularly assigned duties in order to cover a teacher's class shall be compensated at the negotiated, hourly rate of pay (see Article VII, Sect. 5).

### Article VIII, Section 3

#### CLASS SIZE and CLASS SIZE RELIEF

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

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

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

C. In each building, the average class size shall be maintained within the following guidelines:

Grade Groupings	Target	Maximum Average*
K- 4	25	27
5 - 6	27	29
7 - 8	29	31
9-12	30	32

\* Maximum Average is used to determine when another class is added. Only academic classes will be used to compute the maximum average class size. When Maximum Averages are exceeded, the District will employ additional teachers, provided space is available. The District may choose to combine classrooms and grades in order to maintain class size averages.

Multi-grade classrooms: Class size shall be no larger than the Target number of students (as identified in Section C) of the lowest combined grade level.

D. Teacher class size relief will be provided to those staff members whose class sizes exceed the Target class size number as defined in Article VIII, Section 3, Paragraph C. Overload compensation will be provided to those elementary specialists whose classes exceed a Target of twenty-six (26) students per class.

1. Eligibility - Grades K-6

Class size relief (\$700 quarterly) shall be provided when the actual enrollment number exceeds the class size target.

Class load relief for specialists (\$700 quarterly) shall be provided when the actual enrollment number exceeds the target number. Compensation shall be provided using the same formula as grades 7-12 (see below)

2. Eligibility - Grades 7-12

Class size relief shall be provided when the actual classroom enrollment number exceeds the class size target. Class size relief for traditional teaching schedules shall be calculated by dividing the number of classes that exceed the Target (Paragraph C) number by the number of classes taught, then multiplying that percentage by the identified level of compensation (\$700). Class size computations will be made on the last day of the fourth full week of each quarter. Overload compensation shall be retroactive to the beginning of each quarter.

For teachers teaching long blocks or a combination long and short block schedule the calculation shall be the same but with the percentage being derived using a formula based on minutes instead of classes.

3. Compensation

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

a. The compensation may be used at the teacher's discretion for 1) para-educator assistance, 2) supplies, materials, and/or equipment purchases, 3) personal compensation, or 4) any combination of the above.

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

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

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

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

E. Music Fund: The District will establish a Music Fund of \$17,000 per school year. Music teachers at Post Middle School, Haller Middle School and Arlington High School and Elementary Band Director(s) may apply for use of these funds for special needs as established by the music teacher and building administrator.

F. English Reader Fund : The District will establish an "English Reader Fund" of \$15,000 for Post Middle School, Haller Middle School and Arlington High School English Depts. based upon student FTE for grades 7-12 to be used for readers approved by the above-mentioned staff and building administrators.

H. When the annual assignment of elementary and middle school students is made to academic classrooms, including special education students, the students will be assigned equitably among the classrooms. Equitability issues include gender, demonstrated academic ability, and behavioral profiles. All special education students will be

placed consistent with federal and state regulations, District policy, and the student's individualized education plan (IEP). Special Education teachers will provide specialized instruction and/or support in the goal areas on the IEP.

I. Sub time will be provided as needed to special education teachers to collaborate with general education teachers to best meet students' needs when in general education classes. When additional needs are identified, the general and special education teacher will bring those identified needs to the attention of the building principal or his/her designee. Additional resources such as aide time, professional development and /or instructional materials will be provided. For classes where supervision of students in individual physical activities is required to prevent injury, aide assistance will be provided during times that students whose disabilities make them more susceptible to such injuries are present.

J. Aides assigned to the classroom shall be assigned during the time period that the overload situation occurs unless a different time slot is mutually determined by the building principal and the specific classroom teacher affected. Aides assigned to the classroom shall be directed in their duties solely by the classroom teacher involved.

K. Both the District and the Association agree that large class sizes may have a negative impact on the effectiveness of instruction. Whenever a teacher's individual class size exceeds the Target Average in C above, the annual evaluation report and observation reports will indicate that the class size was higher than the Target Average for the portion of the year that this was the condition.

L. Full time elementary teaching specialists, including but not limited to music, physical education, and science, will be assigned the equivalent of up to forty (40) thirty (30) minute teaching classes per week. Every attempt will be made to assign the librarian no more than thirty-one (31) thirty (30) minute teaching classes per week. A five (5) minute management time will be provided between any consecutive classes. All elementary teaching specialists will have at least two hundred twenty-five (225) minutes preparation time per week, with at least thirty (30) consecutive minutes daily during the student contact day.

M. Speech -Language Pathologists (SLPs) caseloads shall not exceed fifty-five (55) students per 1.0 FTE. When the caseload exceeds 50 students, the SLP shall receive a stipend of \$700 for every full quarter of service and will be completed on the overload compensation dates.

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

N. Every Elementary will have access to counseling time.

#### **Article VIII, Section 4** **CLASSROOM VISITATION**

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

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

#### **Article VIII, Section 5** **EMPLOYEE FACILITIES**



A. The District will provide facilities and equipment which will create desirable working conditions for employees. Facilities will include sufficient storage for instructional materials and supplies, faculty lounge and dining areas, appropriate restrooms keyed and designated for staff use only, and a lockable file cabinet or other lockable storage space in each employee's immediate work area. The District will also provide work areas for each teacher during planning time complete with equipment to include: desks, chairs, lockable filing cabinets and storage areas, appropriate office supplies, and computers with e-mail capabilities. Newly created work areas will also include telephones.

B. Teaching staff in individual buildings shall have the opportunity to request funds for additional needed facilities, such requests should be made to the superintendent in writing no later than February 1<sup>st</sup> for the following budget year. These requests will be considered at the time the budget is prepared. When new facilities are planned, teaching staff will participate in the planning and will have the opportunity to request adequate facilities and equipment.

C. Employees will be issued keys to their classrooms at the beginning of each school year and shall return them at the end of the year. Employees will receive keys which will provide access to buildings during non-school hours on a temporary or permanent basis when such access is needed. However, employees are responsible for maintaining security of the buildings and the principal may withhold issuing keys to individual employees if there is evidence that the buildings are not properly secured or are being used for purposes not permitted under District policies or rules and regulations.

**Article VIII, Section 6**  
**SAFE WORKING CONDITIONS**

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

**Article VIII, Section 7**  
**LAYOFF AND RECALL (REDUCTION IN FORCE)**

A. Definitions

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

B. Board Decisions

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

C. Seniority

1. Layoff shall be by seniority except as modified by the provisions of this Article. Seniority shall mean the total years of certificated experience in the State of Washington. The determination of a year of teaching experience in the State of Washington shall be consistent with OSPI guidelines for determining a year of teaching experience.
2. By February 1 of each school year, the District will prepare and distribute to the Association a seniority list using the following criteria:
  - a. Seniority: by years of Washington State Experience from greatest to least.
  - b. By degree: Doctorate, Masters then B.A.
  - c. By credits beyond latest degree.
  - d. By Clock hours as calculated on the State of Washington Salary Schedule.
  - e. Substitute experience within the state will be considered regular teaching experience.
3. In the event of more than one individual teacher having the same seniority ranking after applying the above provision, all teachers so affected will be ranked in accordance with the number of education credits beyond the BA degree submitted to the District as of October 1 of the then current school year.
4. In the event of more than one individual teacher having the same number of credits after applying the above provision, all teachers so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association to be in attendance.

#### D. Layoff Procedures

1. In the event it becomes necessary to lay off teachers, the following procedure will be implemented:
  - a. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
  - b. Staff selections to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided the ratio of protected classes of employees as defined by equal employment legislation and regulations shall be maintained at the same level as has been established for the current school year. Employees shall be considered qualified to hold a position if they hold proper certification.
  - c. Teachers currently assigned to full-time teaching positions shall be first assigned to full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time teaching position but may choose to accept such a position on a voluntary basis.
  - d. Teachers currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority, provided no part-time teacher with less seniority shall be assigned to any part-time teaching position unless such a position is declined by all teachers (full and part-time with greater seniority).
  - e. Individual teachers not slotted into a teaching position will be notified of layoff in accordance with applicable statute, regulations, and this Agreement.
  - f. Teachers on layoff shall be placed in one of two rehiring categories and ranked by seniority therein:
    - i. Protected class teachers as herein defined.
    - ii. All other teachers.
2. It is understood and agreed that although teachers properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off teacher shall be considered to have rehiring rights for 27 months following expiration of his/her contract in effect at the time of the layoff or until such a time as the employee rejects an offer of equal FTE status with the District.

E. Recall Procedure

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

F. Layoff Benefits

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

**Article VIII, Section 8**

**PROMOTION AND RETENTION OF PUPILS**

A. Each teacher responsible for evaluating student performance shall follow District policies and regulations regarding communication with parents and pupils of instructional objectives and progress in relation to these objectives. It is the right and the responsibility of each teacher to make recommendations regarding promotion or retention of pupils for whose instruction they are responsible. In the event an administrator changes a grade, the teacher will be notified as soon as possible of the change and the reasons for the change.

B. If a teacher discovers that District policies regarding promotion and retention were not properly followed in a situation involving a student for which the employee made a recommendation, the employee may appeal this decision as prescribed in Article X of this Agreement.

D. If a teacher discovers that the student has been promoted within the policy guidelines but without his/her recommendation, the teacher may place a letter in the student's file.

**Article VIII, Section 9**

**ADMINISTRATIVE DESIGNEE**

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



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

**Article VIII, Section 10**  
MENTOR TEACHER PROGRAM

The District will implement a Mentor Teacher Program as funded and defined by the state.

**Article VIII, Section 11**  
NO STRIKE

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

**Article VIII, Section 12**  
INSTRUCTIONAL MATERIALS

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

**ARTICLE IX - PERFORMANCE EVALUATION**

**Article IX, Section 1**  
COMPLIANCE WITH LAW

The District and the Association agree that performance evaluation shall be implemented in a manner not in conflict with applicable laws and if provisions of this Article require either party to act in a manner in conflict with law, the provisions of applicable law shall prevail.

**Article IX, Section 2**  
PURPOSES

The purpose of this performance evaluation process shall be:

1. To improve the instructional program by improving the quality of instructional and support services.
2. To assist the professional employee in identifying areas of performance that need improvement.
3. To provide information to assist in decisions regarding appropriate assignment of employees including recommendations for non-renewal of contracts for those employees who fail to meet minimum standards relative to the adopted performance criteria.

**Article IX, Section 3**  
DEFINITIONS

**Performance Evaluation** shall mean the entire process of establishing goals, monitoring performance, and providing an annual evaluation report.

**Assessment** shall mean collecting information on performance to be used in preparing the evaluation report.

**Evaluation Report** shall mean the report prepared at least annually which indicates the degree to which the employee has accomplished the prescribed performance goals.

**Evaluator** shall mean the supervisory employee assigned the responsibility for evaluating the employee by the Superintendent or principal. Evaluators shall hold administrative credentials and have a direct supervisory relationship with the employee. One evaluator shall be responsible for supervising the entire evaluation process. If the employee's assignment is such that services are performed in more than one administrative unit or if the District assigns an evaluator who is not an administrator in the school to which the employee is assigned, information from other administrators regarding performance may be used by the evaluator. Provision for collection of this information and procedures for communication regarding this information shall be included in the evaluation plan.

**Performance Criteria** shall mean those criteria included in this Article against which the performance of the employee is measured.

**Conferences** shall mean private meetings between evaluator and employee for the purpose of discussing assessment or other parts of the evaluation process. They shall be scheduled at the request of either party when it is felt that written or casual verbal communication does not provide adequate exchange of information.

#### **Article IX, Section 4**

PLANNING FOR EVALUATION- SEE MOU Addendum, Pages 67-68

The District shall provide, for employees and supervisors, instruction on the procedures, responsibilities, and skills necessary to implement this evaluation procedure.

Prior to October 15, an evaluation plan shall be prepared, discussed and signed by the evaluator and evaluatee. This plan shall identify the specific areas of performance to be observed, standards to be attained, and methods of information collection to be used. Every reasonable attempt shall be made to reach agreement on these areas, standards, and methods at this time. If the employee does not agree with the areas, standards, or methods proposed by the evaluator, and the evaluator insists that they be included in the plan, a statement to this effect shall be included with the plan.

### **SUMMATIVE EVALUATION**

#### **Article IX, Section 5**

ASSESSMENT

The information used to prepare the evaluation report shall be acquired from the following sources:

1. Direct observation of the employee in the performance of professional tasks. There shall be a minimum of two (2) observations per year. At least sixty (60) minutes of direct observation shall be conducted each school year; however, no observation shall be less than twenty (20) minutes. An appropriate time period during which the observation will take place shall be established which would be no more than one week in length. At the request of either party, a pre-observation conference shall be held. Post-observation conferences shall be held within four (4) working days of the actual observation. A written record of the observation will be made by the observer on a form to be provided by the District and a copy will be given to the employee. At least one observation will take place prior to the sixtieth (60<sup>th</sup>) student instructional day of each school year. If any criterion is judged to be unsatisfactory, the evaluator will make that known at a post-observation conference. As per RCW 28A.405.100, every employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with a suggested specific and reasonable program for improvement.
2. Information on pupil performance may be used for professional evaluation under the following conditions:

- a. The employee has agreed at the beginning of the evaluation period that the level of performance expected is reasonable when the ability and background of the pupils and the quality of the total learning environment (e.g. class size, materials, facilities) is considered.
  - b. The information used is systematically and objectively collected using instruments and methods approved by the employee.
3. Other objective and verifiable information dealing with the degree to which the employee meets responsibilities which are required for the position, including information on how well the employee meets obligations and responsibilities contained elsewhere in this Agreement, may be used.
  4. In lieu of the above assessment procedure, short form evaluations may be used as stipulated by law for employees who have had four years of successful evaluations and who so request.

## **Article IX, Section 6**

### **EVALUATION REPORT**

During the school year, information shall be collected consistent with terms of this Agreement and applicable law.

Prior to the end of the school year, unless probation is being recommended, an evaluation report shall be prepared by the evaluator on a form included in this Agreement and a conference held between the evaluator and the employee to discuss the contents of this report. The evaluator shall also sign the report. One copy of the report shall be given to the employee, one copy shall be kept by the evaluator, and one copy shall become a part of the employee's personnel file.

Conferences called for in this section may be waived by mutual agreement if the purposes for the conference can be achieved by other methods of communication.

If the evaluation report is considered to be unsatisfactory by the employee, he/she may initiate a grievance action to resolve the differences, provided, that if probation is recommended as a result of this evaluation, grievance action shall be limited to whether these evaluation procedures were followed.

## **Article IX, Section 7**

### **REMEDICATION**

#### **A. General Provisions:**

It will be the normal administrative procedure for Arlington School District to evaluate and remediate experienced teachers and support personnel using minimum evaluation criteria as listed in WAC 392-191-010 and 392-191-020. "Unsatisfactory" and "Area of Concern" will be specifically addressed by the supervisory personnel with the affected experienced teacher or support personnel for at least one school year prior to any probationary year. It is the intent of this procedure to allow the involved teacher every opportunity to understand the identified weaknesses and to educate him/herself so that the required substantial change may be made by the teacher.

Retraining and remediation may be facilitated by such support activities as team teaching, classroom observations, attendance at workshops and courses, peer coaching, formative evaluation, clinical supervision, and second opinions by impartial evaluators. The cost of the same may be shared by the District and AEA. Total expenditure to AEA will not exceed \$2,000 per year.

The above procedure does not apply when serious infractions of WAC 180-87 "Acts of Unprofessional Conduct" occur.

#### **B. Probation**

If an evaluator determines that the performance of the employee is unsatisfactory after following the evaluation procedures contained in this Agreement (Section 5, Assessment –

Section 6, Evaluation Report), the evaluator shall recommend to the Superintendent that the employee be placed on probation. The written recommendation shall include the specific deficiencies of the employee and a specific and reasonable program for assisting the employee in meeting acceptable performance standards. If the Superintendent concurs in the recommendation, he/she shall inform the employee in writing of this probationary status prior to February 1.

C. Procedure

The following process shall be utilized in the evaluation and observation of a probationary employee:

1. If the deficiencies relate to classroom performance, the probationary teacher shall be observed a minimum of two (2) times by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of at least two (2) observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice. At least two (2) conferences per month shall be held between the evaluator and the probationary employee to discuss progress made toward remediation of the deficiencies and a written record shall be made of these conferences. A copy of this written record shall be given to the employee. The employee has the right to have an observer accompany him/her to these conferences.
2. A pre-observation conference shall be conducted between the probationary teacher and the evaluator not more than three (3) but not less than one (1) day prior to each observation, at which time the parties shall:
  - a. Discuss the areas of performance that will be observed by the evaluator;
  - b. Establish the date for the formal observation. Such date shall be recorded in the designated place on the Evaluation of Performance Form;
  - c. Discuss the course outline, objectives, tasks, resources, etc., from which the lesson to be observed is a part, as well as the specific lesson plan, objectives, tasks, resources, etc., to be utilized during that particular observation.
3. Each observation conducted by the evaluator shall be not less than thirty (30) continuous minutes in length, shall be structured so as to not interfere unreasonably with the normal teaching-learning processes of the class, and shall be conducted with the full knowledge of the probationary teacher.
4. Within not more than two (2) working days following each observation, a post-observation conference shall be held between the evaluator and the probationary teacher at which time the parties shall discuss the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with recommendations for improvement and future remediation efforts. Written record will be made of this conference and a copy shall be given to the employee.
5. At any time during the probationary status period, the probationary teacher may request an evaluation observation be conducted by an associate acceptable to the District with expertise in the probationary teacher's field and/or a representative of the Association. Said observation shall be conducted in accordance with the procedures as established herein. Copies of the Evaluation of Performance Form resulting from said observation(s) shall be submitted to the probationary teacher and the Superintendent for inclusion in the teacher's personnel file, and to the usual evaluator of the probationary teacher.
6. An Evaluation of Performance form reflecting information collected during the probationary period shall be completed by the evaluator and discussed with the probationary teacher prior to May 1.

D. Prior to May 5, the evaluator shall submit a written report to the Superintendent, on each probationary teacher, which shall:

1. Specify the number of observations held respecting the teacher;
2. Include records of information collected and conferences held during the evaluation period;
3. Include one (1) of the following recommendations, including the evidence for the recommendation made:
  - a. Termination of the probationary status
  - b. Non-renewal;
4. Be duplicated and copies given to:
  - a. The evaluator involved

- b. The teacher on probation
- c. The Association

E. The Superintendent shall review the evaluation report and shall determine if there is probable cause to non-renew said teacher.

F. In the event the Superintendent determines that there is probable cause for non-renewal, the Superintendent shall notify said teacher as required by statute.

G. Each teacher who is, at any time, issued a written notice of probable cause for probation or non-renewal by the Superintendent pursuant to any section of this contract clause shall have ten (10) days following receipt of said notice to file any notice of appeal, as required by statute.

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

I. Evaluations made during the probationary period shall not be subject to grievance procedures contained in this Agreement.

## **Article IX, Section 8**

### **SHORT FORM EVALUATION**

After an employee has four (4) years of satisfactory evaluations under the current regular evaluation process, an administrator may use a short form of evaluation, as allowed by E2SHB 849.

The regular evaluation process shall be followed at least once every three (3) years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year except that for the duration of this Agreement, the short form may be used for any eligible employee who so requests.

The short form of evaluation shall be consistent with the following:

- A. If an evaluator intends to use the short form process, the evaluatee shall be notified in writing prior to the beginning of the process. The evaluatee may request the regular process at that time.
- B. If the employee requests the short form evaluation and is denied, the evaluator will provide the employee with a written statement giving reasons consistent with ARTICLE IX, Section 2 (Purposes) of this Agreement.
- C. The evaluator shall use the option below for the short form process:
  - One (1) thirty (30) minute observation during the school year utilizing the Short Form included in the appendices of this Agreement. Additional observations may be scheduled at the request of either party provided the request is accompanied by written reasons for the observation.
- D. The following procedural requirements of the regular evaluation process shall apply:
  - 1. Designation of the evaluator
  - 2. Time limit on the delivery of an observation(s) form(s)
  - 3. Meetings with the individuals or groups of employees to review the evaluation system
  - 4. Pre-arrangement of observations

E. The short form evaluation process shall not be used as a basis for placing an employee on probation or for determining that an employee's work is unsatisfactory, nor as probable cause of the non-renewal of an employee's contract under RCW 23A.67.070.

## **Article IX, Section 9**

## FORMATIVE EVALUATION (PGO)

An employee may choose to use a formative evaluation (PGO) process providing state requirements are met. To be eligible for continuous PGO evaluations, the employee must have a) five (5) years of successful summative evaluations and b) annual concurrence of the evaluator. The evaluator will indicate at the year-end conference their recommendation to continue on PGO. An explanation for denying eligibility will also be given at that time. Refer to Arlington School District Professional Growth Option handbook for formative evaluation procedures. Funding for the Professional Growth Option shall be \$200.00 each year for each approved participant in accordance with the District and state plans. The employee may choose to rollover the \$200.00 to the next year for a total of \$400.00.

### **Article IX, Section 10** PROVISIONAL EMPLOYEES

The parties agree that provisional employees shall be specifically excluded from the Remediation procedure continued in Section 7 above, provided, that before non-renewing any provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process outlined in this Agreement to assist the employee in remediating said deficiencies.

Such good faith efforts shall include the following:

- A. Provisional employees shall be observed at least once during the first ninety (90) days of employment.
- B. A second observation must be completed by February 15.
- C. If either observation results in an unsatisfactory rating, a third observation must be completed by March 15.

The annual evaluation shall be completed by May 15.

E. If the evaluator considers the performance of the provisional employee to be unsatisfactory, he/she shall submit a written recommendation to the Superintendent prior to May 1. The Superintendent shall determine if there is reason to non-renew the employee and shall notify the employee of this determination prior to May 15. The employee shall not have access to the grievance procedure outlined in this Agreement to appeal the Superintendent's decision but may utilize such rights provided by state statute.

### **Article IX, Section 11** TIMELINES

1. By October 15 of each school year or 45 days after commencement of employment, whichever is greater, an evaluation plan will be completed.
2. Sixty (60) school days after the beginning of the school year, or after the commencement of employment, an evaluation will be completed for each provisional employee.
3. On or before the end of the first semester of each school year employees shall be notified of probationary status. No employee shall be notified of probationary status unless an evaluation report has been completed identifying areas of unsatisfactory performance.
4. By May 1 of each school year, probationary periods shall be ended.
5. By May 15 of each school year, employees whose contracts are to be non-renewed shall be served with notice of probable cause.
6. By May 15, the annual evaluation shall be completed and conference completed.
7. Within ten (10) days of receipt of a notice of probable cause for non-renewal of contract, employees must file a request for a hearing with the president or secretary of the Board of Directors.
8. Within ten (10) days following receipt of a request for hearing, the employee and Board shall each appoint one nominee for hearing officer.
9. Within five (5) days after nominations for hearing officer, the employee and Board shall either



agree on a hearing officer or refer the appointment to the presiding judge of the Snohomish County Superior Court.

10. Within five (5) days following appointment of hearing officer, the hearing officer shall schedule a pre-hearing conference.
11. Within ten (10) days following the hearing, the hearing officer shall present findings of fact and procedure.

## **Article IX, Section 12**

### **EVALUATION CRITERIA FOR TEACHING PERSONNEL**

The evaluative criteria herein set forth shall be utilized by the evaluator performing the annual evaluation of each teacher. The indicators listed below each criterion are guidelines intended to assist the evaluator in judging whether the teacher is meeting the criteria.

Criterion 1: **INSTRUCTIONAL SKILL.** The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.

1. Students are prepared for new learning by appropriate review of prior learning and by being informed desired learning outcomes and the relevance of what is to be learned.
2. Explanations and demonstrations are related to the desired outcomes, are expressed clearly, and utilize vocabulary consistent with the students' level of understanding.
3. Student understanding of the material to be learned is regularly monitored and feedback on accuracy is provided to students.
4. Guided practice is provided under supervision of the teacher on the material to be learned.
5. Independent practice and homework assigned to students covers content in which they have had prior instruction. Independent work is checked for accuracy.
6. A variety of learning activities, designed to be appropriate for the desired learning outcomes and to maintain student interest, are utilized.
7. Students are encouraged to think by use of questioning strategies and other learning activities which encourage the students to assimilate information, to compare that information with what is in memory, to draw meaningful relationships, and to apply or transfer those relationships to hypothetical situations.
8. Responses to student statements are utilized which encourage creative problem solving rather than conformity to "right" answers; i.e. silence; accepting, building upon, integrating and extending students' ideas; clarifying; and providing additional information.
9. Students demonstrate a high level of involvement in learning activities designed to help them achieve learning objectives.
10. Student success rates in assigned learning activities indicate that assignments are consistent with prior learning.

Criterion 2: **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

1. An adequate amount of instructional time is allocated to the content for which the teacher is responsible given the level of prior learning of the pupils and their individual aptitudes.
2. Allocated instructional time is utilized efficiently. Students begin classroom activities promptly when the class period commences and transitions are handled with a minimum of disruption of instructional continuity.
3. Learning activities are prepared in such a way that students move through lessons briskly with minimal distractions due to not knowing the next step, waiting for directions, or not having equipment and materials available and ready.
4. Lesson plans, both daily and those covering longer periods of time, are available.
5. Grading practices (student evaluations) are fair, objective, understood by students and parents, and based on desired learning outcomes.

Criterion 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP. The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

1. Instructional processes are utilized which are based on generally-accepted principles of efficient and effective learning. Currency in knowledge, and in research on learning theory, is maintained.
2. Commitment to the teaching profession is demonstrated by reading and study in content fields in which assignments are accepted, in methods of teaching, and in child growth and development.
3. Opportunities to participate in staff development activities related to teaching assignment are utilized.
4. Personal responsibility for meeting educational requirements required for certification as a teacher and for maintaining current professional knowledge is accepted.

Criterion 4: EFFORT TOWARD IMPROVEMENT WHEN NEEDED. The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.

1. Systematic feedback from pupils is sought for purposes of determining their perceptions of classroom climate, their understanding of what is expected, and their progress in achieving desired objectives.
2. Instructional strategies and classroom procedures are modified when feedback indicates that desired outcomes are not being achieved.
3. A cooperative relationship with supervisors is maintained to assist in gathering adequate and accurate information on which to base performance evaluation decisions.

Criterion 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS. The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

1. A clear set of expectations is communicated regarding appropriate behavior to students. Expectations recognize that desirable behaviors vary according to the type of classroom activity.
2. Consequences for meeting or not meeting classroom expectations are promptly, consistently and fairly implemented. Consequences are related to the behavior exhibited.
3. Student behavior is carefully monitored. Potential student problems are detected early and an awareness of what is happening at all times is demonstrated.
4. Verbal behaviors utilized by the teacher show respect and consideration for the dignity, self-concept, and values of individual students. Embarrassment and depreciation of the student as an individual are avoided.
5. Responses to inappropriate behaviors by students clearly identify the unacceptable behavior, the targeted student(s) and the student behavior expected. The teacher conveys an impression of poise, confidence and an assumption that expectations will be met.
6. Predictability, self-control, responsiveness, and respect for others are exhibited and provide an appropriate role model for students.

Criterion 6: INTEREST IN TEACHING PUPILS. The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for, or enjoyment in, working with pupils.

1. Effective diagnostic procedures are used to determine the levels of student achievement and their aptitudes to accomplish desired objectives.
2. Concern with students' interests and communication with students on their progress demonstrates an interest by the teacher in students as individuals.

3. Sufficient communication with parents is maintained to demonstrate a sincere interest in the educational development of students and a desire to work cooperatively toward common goals.
4. Opportunities for students to ask questions, seek clarifications, and receive individual help are provided.
5. The atmosphere in the classroom and the personal behaviors of the teacher demonstrate enthusiasm for the tasks associated with teaching.

Criterion 7: KNOWLEDGE OF SUBJECT MATTER. The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

1. Content covered is consistent with the learning outcomes identified in District student learning objectives, in curriculum guides, and in recommendations of recognized authorities in the field.
2. Content covered is properly sequenced to provide for continuous growth in knowledge and skill and to recognize the individual differences in prior learning and in learning styles.
3. Professional knowledge is shared with colleagues and depth and currency of subject matter knowledge is demonstrated when assisting in the development of curricula.

## **Article IX, Section 13**

### **SUPPORT PERSONNEL**

#### Criterion 1: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

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

The employee:

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

#### Criterion 2: SPECIALIZED SKILLS

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

The employee:

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

#### Criterion 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

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

The employee:

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

#### Criterion 4: THE SUPPORT PERSON AS A PROFESSIONAL

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

The employee:

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

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

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

The employee:

1. Follows a schedule which maximizes availability.
2. Makes co-workers aware of support services available.
3. Systematically seeks information on pupil and teacher needs.
4. Communicates effectively and professionally with other employees using established procedures and forms.
5. Is perceived by other staff members, pupils and parents as providing valuable support.
6. Maintains adequate written records of services provided to assist in future support and program evaluation.
7. Works cooperatively with administrators keeping them informed of potential problems, areas needing improvement, and possible strategies which could lead to improvement.
8. Provides written analysis of information, program evaluations, and program proposals as needed.
9. Is responsible and dependable in following through with commitments.
10. Utilizes teaching skills consistent with District criteria for teachers when pupil contact is appropriate.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **Article X, Section 1 DEFINITIONS**

- A. A "**grievant**" shall mean an employee or group of employees represented by the Association filing a grievance.

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

## **Article X, Section 2**

### TIME LIMITS

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

## **Article X, Section 3**

### CONTENTS OF THE GRIEVANCE

- A. During each step where a grievance is formally filed, a written statement shall be submitted which shall clearly specify:
  - 1. The specific section of the Agreement or the Board Policy or Procedure allegedly violated;
  - 2. When this alleged violation occurred;
  - 3. In what way there has been a misinterpretation of this Agreement;
  - 4. The results of the previous step in the grievance procedure and why such results were unsatisfactory;
  - 5. The name of the grievant, the manner in which the grievant has been injured and the proposed remedy or remedies for resolution of the grievance. The District shall make available, in each school office, forms for filing grievances.

## **Article X, Section 4**

### RIGHTS TO REPRESENTATION

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

## **Article X, Section 5**

## PROCEDURE

Step 1: Within twenty (20) days of the discovery of the act or condition which is the basis for the grievance, the grievant may formally file the grievance with his/her immediate supervisor, who will arrange for a conference to take place within five (5) days after receipt of the grievance. The grievant will be present for the conference and may have Association representation if he/she desires. Within five (5) days following the conference the supervisor will provide the grievant and the Association with a written answer to the grievance. Such answer shall include the reasons upon which the decision was based.

Step 2: If the grievant is not satisfied with the disposition of his/her grievance at Step one (1) or if no decision has been rendered within ten (10) days following presentation of the grievance, the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within ten (10) days of his/her receipt of appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her designee shall within five (5) days provide the Association and the grievant(s) with a written decision. If the grievant or the Association does not appeal to the Superintendent within twenty (20) days after failing to achieve satisfaction at Step one (1), the grievance shall automatically be waived.

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

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

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

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

## ARTICLE XI - TERM OF AGREEMENT

This Agreement shall be effective as of September 1, 2010 and shall continue in effect until August 31, 2012. Provisions of this Agreement will be opened for collective bargaining only by mutual agreement of the parties.

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of matter appropriate for collective bargaining, and, that the understandings and agreements arrived at by the parties after the exercise of that right and



opportunity are set forth in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

ARLINGTON EDUCATION ASSOCIATION / ARLINGTON SCHOOL DISTRICT

BY *E. Kevin Murphy* Arlington School District Representative

BY *Kim Mann* Arlington Education Association Representative

Dated this 31<sup>ST</sup> day of October, 20 12.

## **Appendices**

Distribution of Form  
Immediate Supervisor  
Association  
Grievant

ARLINGTON SCHOOL DISTRICT  
Statement of Alleged Grievance

Name of Grievant \_\_\_\_\_ Date Submitted \_\_\_\_\_

Title of Grievance \_\_\_\_\_ Number \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

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

\_\_\_\_\_ Date of Violation \_\_\_\_\_

B. Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**Distribution of Form**

Immediate Supervisor  
Association  
Grievant

ARLINGTON SCHOOL DISTRICT  
DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR  
(To be completed by school principal or immediate supervisor within 5 days after conference with grievant)

Grievant \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Title of Grievance \_\_\_\_\_ Number \_\_\_\_\_

School \_\_\_\_\_

School Principal or Immediate Supervisor \_\_\_\_\_

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS  
THEREFORE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_  
Signature of School Principal or Immediate  
Supervisor

AGGRIEVED PERSON'S RESPONSE:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review.

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Signature of Aggrieved

ASSIGNMENT OF WAGES FORM FOR RELIGIOUS OBJECTION

ARLINGTON EDUCATION ASSOCIATION

Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code \_\_\_\_\_

To: Arlington School District

I, the undersigned, hereby authorize the Arlington School District to deduct from my salary and pay to the \_\_\_\_\_ (Charitable organization) such representation fees equivalent in amount to the membership dues which I would be required to pay to maintain membership in the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Arlington Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





## **Voluntary Transfer Procedures**

The District subscribes to the philosophy of providing employees the opportunities to change assignments and locations when it will provide enhancement to the educational program and the individual, professionally. This administrative procedure is a guideline for the process of changing assignments and/or locations when requested by an employee.

### **Voluntary Transfer**

1. A general, voluntary transfer request for the ensuing year, may be made by any employee by submitting a transfer request form to the Personnel Department prior to April 15<sup>th</sup>. It is not necessary for positions to be open at the time of the transfer request. The employee will be considered for transfer to all positions which he/she has requested for the ensuing school year.
2. Employees who have submitted a transfer request form will be given first consideration in the area specified on their request form.
3. When making a staffing determination, the administrator will select from the transfer requests in the appropriate area unless they can absolutely determine that:
  - a. No current employee requested a transfer to the subject position; or;
  - b. No current employee who requested a transfer to the subject position is qualified.
4. Immediately upon making assignment decisions, the Administrator will meet personally with those employees who were not selected for transfer and state the specific reasoning behind the decision.

### **Voluntary Assignment Exchange**

1. Two (2) employees who mutually desire to exchange positions for a period of one (1) year will prepare a written plan for the exchange to the Personnel Department. The plan will establish the rationale, purpose and the design for the exchange.
2. The employees will obtain written approval from the building principals.

## Tri Salary Schedules for 2012-2015

### TRI SCHEDULE SALARY

Stipend 2012-13

Years	\$9,348 BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
	1	2	3	4	5	6	7	8	9
0	\$9,348	9470	9594	9719	9950	10128	10149	10380	10558
1	\$9,447	9570	9696	9823	10057	10231	10248	10479	10657
2	\$9,869	10002	10136	10276	10540	10734	10736	10996	11192
3	\$10,637	10792	10944	11108	11428	11663	11631	11952	12188
4	\$11,092	11257	11421	11600	11950	12207	12151	12503	12760
5	\$11,559	11760	11909	12104	12483	12764	12684	13067	13347
6	\$11,680	11855	12032	12235	12613	12892	12808	13187	13468
7	\$12,207	12391	12579	12801	13213	13522	13403	13815	14127
8	\$12,412	12602	12795	13027	13444	13762	13632	14049	14369
9		12818	13017	13255	13680	14006	13859	14285	14610
10			13241	13492	13922	14257	14094	14390	14859
11				13731	14170	14509	14336	14775	15114
12				13967	14423	14770	14590	15027	15375
13					14682	15036	14837	15284	15640
14					14939	15308	15096	15556	15912
15					15170	15548	15327	15796	16161
16					18188	18711	18348	19007	19512

### TRI SCHEDULE SALARY

Stipend 2013-14 Preliminary

Years	\$10,016 BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
	1	2	3	4	5	6	7	8	9
0	\$10,016	10146	10279	10414	10661	10851	10874	11122	11312
1	\$10,122	10254	10389	10525	10775	10963	10981	11228	11418
2	\$10,574	10717	10860	11011	11293	11501	11503	11782	11992
3	\$11,397	11563	11726	11902	12245	12496	12462	12806	13059
4	\$11,885	12061	12238	12429	12804	13079	13019	13396	13672
5	\$12,385	12600	12760	12969	13375	13676	13591	14000	14301
6	\$12,515	12702	12892	13109	13515	13813	13723	14130	14430
7	\$13,079	13276	13478	13716	14158	14488	14361	14803	15136
8	\$13,299	13503	13709	13958	14405	14746	14606	15053	15396
9		13734	13947	14202	14657	15007	14850	15305	15654
10			14188	14456	14917	15275	15101	15419	15920
11				14713	15182	15546	15361	15830	16194
12				14965	15454	15825	15633	16101	16473
13					15731	16111	15897	16376	16758
14					16007	16402	16175	16668	17049
15					16254	16659	16422	16925	17316
16					19488	20048	19659	20366	20906

### TRI SCHEDULE SALARY

Stipend 2014-15 Preliminary

Years	\$10,684 BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
	1	2	3	4	5	6	7	8	9
0	\$10,684	10823	10965	11108	11372	11575	11600	11864	12067
1	\$10,797	10938	11081	11227	11494	11694	11713	11977	12180
2	\$11,279	11432	11585	11745	12046	12268	12271	12568	12792
3	\$12,157	12335	12508	12696	13061	13329	13293	13661	13930
4	\$12,678	12866	13054	13258	13658	13951	13887	14290	14584
5	\$13,211	13440	13611	13834	14267	14588	14497	14934	15255
6	\$13,350	13549	13751	13983	14416	14734	14638	15072	15392
7	\$13,951	14162	14376	14631	15102	15454	15319	15790	16146
8	\$14,186	14403	14623	14889	15366	15729	15580	16057	16422
9		14650	14877	15149	15635	16008	15840	16326	16698
10			15134	15420	15912	16294	16108	16447	16982
11				15694	16195	16583	16385	16886	17274
12				15963	16484	16881	16676	17175	17572
13					16780	17185	16958	17468	17875
14					17074	17496	17254	17779	18186
15					17338	17770	17517	18054	18470
16					20788	21385	20971	21724	22301

**Table Of Total Base Salaries For Certificated Instructional Staff  
For School Year 2012-13**

\*\*\* Education Experience \*\*\*

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	33,401	34,303	35,238	36,175	39,180	41,116	40,045	43,051	44,989
1	33,851	34,765	35,712	36,690	39,727	41,652	40,490	43,527	45,452
2	34,279	35,202	36,159	37,212	40,241	42,186	40,938	43,966	45,912
3	34,720	35,653	36,620	37,706	40,729	42,722	41,363	44,384	46,377
4	35,153	36,127	37,099	38,224	41,264	43,271	41,808	44,849	46,857
5	35,600	36,578	37,561	38,748	41,777	43,824	42,261	45,291	47,339
6	36,060	37,017	38,032	39,279	42,293	44,352	42,725	45,740	47,797
7	36,868	37,839	38,868	40,182	43,241	45,356	43,594	46,652	48,768
8	38,050	39,074	40,127	41,550	44,651	46,844	44,961	48,063	50,254
9		40,353	41,459	42,933	46,106	48,373	46,343	49,518	51,785
10			42,806	44,387	47,602	49,945	47,798	51,014	53,356
11				45,883	49,169	51,558	49,295	52,581	54,969
12				47,332	50,777	53,238	50,850	54,188	56,650
13					52,425	54,959	52,460	55,836	58,370
14					54,081	56,745	54,117	57,600	60,157
15					55,488	58,221	55,523	59,098	61,721
16 or more					56,597	59,385	56,634	60,279	62,955

*For credits earned after the BA degree but before the MA degree:  
Any credits in excess of 45 may be counted after the MA degree.*

LEAP Document 1 is referenced in the Legislative Conference 2011-13 Omnibus Operating Budget.

ARLINGTON PUBLIC SCHOOLS  
2012 -13 DISTRICT CALENDAR

July 2012						
Su	M	Tu	W	Th	F	S
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				

August 2012						
Su	M	Tu	W	Th	F	S
			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	

JULY/AUGUST

Jul 4 Independence Day - Buildings Closed

September 2012						
Su	M	Tu	W	Th	F	S
						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						

October 2012						
Su	M	Tu	W	Th	F	S
	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			

SEPTEMBER/OCTOBER

Sep 3 Labor Day Holiday - Buildings Closed  
 Sep 5 First Day of School (except AHS Gr 10-12)  
 Sep 6 First Day of School for AHS Gr 10-12  
 Sep 26 Early Release (all students)\*

Oct 24 Early Release (all students)\*

November 2012						
Su	M	Tu	W	Th	F	S
				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	

December 2012						
Su	M	Tu	W	Th	F	S
						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/DECEMBER

Nov 2 Teacher Inservice Day - No School  
 Nov 5-9 Elem Conferences - Elem Early Release\*  
 Nov 12 Veterans' Day Holiday - No School  
 Nov 21 Early Release (all students)\*  
 Nov 22-23 Thanksgiving Holidays - No School  
 Dec 5 Early Release (all students)\*  
 Dec 21 Early Release (all students)\*  
**Dec 24-Jan 4 - Winter Break - No School**

January 2013						
Su	M	Tu	W	Th	F	S
		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 2013						
Su	M	Tu	W	Th	F	S
					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		

JANUARY/FEBRUARY

**Jan 1-4 Winter Break (cont.)**  
 Jan 21 ML King Jr. Day Holiday - No School  
 Jan 28 Teacher Inservice Day - No School  
 Feb 18 Presidents' Day Holiday - No School  
 Feb 27 Early Release (all students)\*

March 2013						
Su	M	Tu	W	Th	F	S
					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 2013						
Su	M	Tu	W	Th	F	S
	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/APRIL

Mar 22 Teacher Inservice Day - No School  
 Mar 25-29 Elem Conferences- Elem Early Release\*  
**Apr 1-5 - Spring Break - No School**  
 Apr 24 Early Release (all students)\*








May 2013						
Su	M	Tu	W	Th	F	S
			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	

June 2013						
Su	M	Tu	W	Th	F	S
						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/JUNE

May 24 Early Release (all students)\*  
 May 27 Memorial Day - No School  
 Jun 5 WHS Graduation  
 Jun 6 SVS Graduation  
 Jun 7 AHS Graduation  
 Jun 11 8th Grade Recognitions (tentative)\*\*  
 Jun 12 Last Day (tentative)/Early Release\*  
 Jun 13-19 - Make-up days (if needed)

\*\* 8th Grade Recognitions will be the evening before the last day of school and will be rescheduled if make-up days are needed.

-  First Day of School
-  Teacher Inservice Day - No School
-  Early Release - All Students Released 3 hours Early\*
-  No School/Buildings Closed
-  Last Day (tentative) - Early Release\*
-  Elementary Conferences - Early Release for Elem Only\*
-  HS/MS Conferences - Early Release for HS/MS Only\* (Dates TBD)

**\*Early Release Times**

~Elementary Early Release Time = 12:40 pm  
 ~MS/HS Early Release Time = 11:30 am





# ARLINGTON PUBLIC SCHOOLS 2013 - 14 DISTRICT CALENDAR

**DRAFT**

July 2013						
Su	M	Tu	W	Th	F	S
	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			

August 2013						
Su	M	Tu	W	Th	F	S
				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

**JULY/AUGUST**

Jul 4 Independence Day

September 2013						
Su	M	Tu	W	Th	F	S
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					

October 2013						
Su	M	Tu	W	Th	F	S
		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		

**SEPTEMBER/OCTOBER**

Sep 2 Labor Day Holiday - Buildings Closed  
 Sep 4 First Day of School (except AHS Gr 10-12)  
 Sep 5 First Day of School for AHS Gr 10-12  
 Sep 25 Early Release (all students)\*  
 Oct 23 Early Release (all students)\*

November 2013						
Su	M	Tu	W	Th	F	S
					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

December 2013						
Su	M	Tu	W	Th	F	S
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/DECEMBER**

Nov 1 Teacher Inservice Day - No School  
 Nov 11 Veterans' Day Holiday - No School  
 Nov 27 Early Release (all students)\*  
 Nov 28-29 Thanksgiving Holidays - No School  
 Dec 4 Early Release (all students)\*  
 Dec 20 Early Release (all students)\*  
**Dec 23-Jan 3 - Winter Break - No School**

January 2014						
Su	M	Tu	W	Th	F	S
			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 2014						
Su	M	Tu	W	Th	F	S
						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	

**JANUARY/FEBRUARY**

**Jan 1-3 Winter Break (cont.)**  
 Jan 20 ML King Jr. Day Holiday - No School  
 Jan 27 Teacher Inservice Day - No School  
 Feb 17 Presidents' Day Holiday - No School  
 Feb 26 Early Release (all students)\*

March 2014						
Su	M	Tu	W	Th	F	S
						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 2014						
Su	M	Tu	W	Th	F	S
		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/APRIL**

Mar 21 Teacher Inservice Day - No School  
**Mar 31-Apr 4 - Spring Break - No School**  
 Apr 23 Early Release (all students)\*

May 2014						
Su	M	Tu	W	Th	F	S
				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

June 2014						
Su	M	Tu	W	Th	F	S
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/JUNE**

May 23 Early Release (all students)\*  
 May 26 Memorial Day - No School  
 Jun 4 SVS Graduation (tentative)  
 Jun 5 WHS Graduation (tentative)  
 Jun 6 AHS Graduation (tentative)  
 Jun 11 8th Grade Recognitions (tentative)\*\*  
 Jun 12 Last Day (tentative)/Early Release\*  
 Jun 13-19 - Make-up days (if needed)  
 \*\* 8th Grade Recognitions will be the evening before the last day of school and will be rescheduled if make-up days are needed.

- First Day of School
- Teacher Inservice Day - No School
- Early Release - All Students Released 3 hours Early\*
- No School/Buildings Closed
- Last Day (tentative) - Early Release\*
- Elem Conferences - Early Release for Elem Only\* (Dates TBD)
- HS/MS Conferences - Early Release for HS/MS Only\* (Dates TBD)

**\*Early Release Times**  
 ~Elementary Early Release Time = 12:40 pm  
 ~MS/HS Early Release Time = 11:30 am

*DRAFT - PENDING APPROVAL*



## 2014 -15 DISTRICT CALENDAR

### KEY DATES ONLY

### DRAFT

July 2014						
Su	M	Tu	W	Th	F	S
		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		

August 2014						
Su	M	Tu	W	Th	F	S
					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						

**JULY/AUGUST**  
 Jul 4 Independence Day - Buildings Closed

September 2014						
Su	M	Tu	W	Th	F	S
	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				

October 2014						
Su	M	Tu	W	Th	F	S
			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	

**SEPTEMBER/OCTOBER**  
 Sep 1 Labor Day Holiday - Buildings Closed  
 Sep 3 First Day of School

November 2014						
Su	M	Tu	W	Th	F	S
						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						

December 2014						
Su	M	Tu	W	Th	F	S
	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/DECEMBER**  
 Nov 11 Veterans' Day Holiday - No School  
 Nov 27-28 Thanksgiving Holidays - No School  
  
*Dec 22-Jan 2 - Winter Break - No School*

January 2015						
Su	M	Tu	W	Th	F	S
				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 2015						
Su	M	Tu	W	Th	F	S
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

**JANUARY/FEBRUARY**  
 Jan 1-2 *Winter Break (cont.)*  
 Jan 19 ML King Jr. Day Holiday - No School  
  
 Feb 16 Presidents' Day Holiday - No School

March 2015						
Su	M	Tu	W	Th	F	S
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 2015						
Su	M	Tu	W	Th	F	S
			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/APRIL**  
 Mar 30-Apr 3 - *Spring Break - No School*

May 2015						
Su	M	Tu	W	Th	F	S
					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						

June 2015						
Su	M	Tu	W	Th	F	S
	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/JUNE**  
 May 25 Memorial Day - No School

This calendar reflects key dates only for 2014-2015.  
 The full calendar will be published when approved.

DRAFT - PENDING APPROVAL



## **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption, or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employers must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1470 Revised January 2009

## COMPENSATION FOR EXTENDED DAYS

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

### Counselors

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

Nurse Five (5)

Occupational Therapists (OT) Five (5)

Physical Therapists (PT) Five (5)

Special Education Teachers\* Five (5)

\*See Article V, Section 8 for additional detail

Speech Language Pathologists (SLP) Five (5)

Librarians Three (3) (per building assigned)

Program Support Specialist Ten (10)

HS Band and Choir Fourteen (14)

MS Band and Choir Five (5)

Athletic Director Twenty-Two (22)

Elementary Split-Class Teacher Five (5)

### STIPENDS

Chemical Hygiene Officer	\$1,000
Leadership Advisor	\$2,000
Teacher On Special Assignment TOSA 1	\$300
Teacher On Special Assignment TOSA 2	\$600
Teacher On Special Assignment TOSA 3	\$900
Teacher On Special Assignment TOSA 4	\$1200
Teacher On Special Assignment TOSA 5	\$1500

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

***A Positive Approach to Achieving the Four State  
Learning Goals***

The Arlington School District and the Arlington Education Association agree that the **4 Learning Goals** for students listed in the Washington State Basic Education Act (RCW 28A.150.210) are valuable, and represent worthwhile objectives for our students, teachers, parents, community members, and administrators.

We also agree with the legislature's stated intent *"that student achievement in Washington must be improved to keep pace with societal changes, changes in the workplace, and an increasingly competitive international economy."*

Furthermore, we, like the legislature, believe that in order for these and other stated goals to be achieved that, among other things, there must be in each district and workplace *"an educational environment that fosters mutually respectful interactions in an atmosphere of collaboration and cooperation."*

We appreciate that for this atmosphere to exist, and for these goals to be met, that the District must provide every opportunity for students to achieve and make appropriate efforts to provide for those who may fall short of identified benchmarks. We also believe that "collaboration and cooperation" can only exist when student test results are not used in personnel evaluations, as per current contract language, or in such a way as to undermine the relationships between those groups identified in paragraph one.

We encourage regular, positive discussion regarding test results between students, administrators, parents, community members, and all teachers involved in bringing students to the point of statewide testing, as an essential step in meeting the state goals.

Finally, we recognize that only by continuing to practice *"honesty, integrity, and trust; respect for self and others; responsibility for personal actions and commitments; diligence and a positive work ethic"*, all values and character traits prescribed in this law for our children, will we be successful in helping the students of Arlington achieve the **Four Learning Goals**.

\_\_\_\_\_ date

\_\_\_\_\_ date

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

***Continuous Bargaining***

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

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

\_\_\_\_\_ date

\_\_\_\_\_ date



**ARLINGTON PUBLIC SCHOOLS - DISTRICT NO. 16**  
**CERTIFICATED EMPLOYEE CONTRACT**  
**2012/2013**

**Employee:**

It is hereby agreed by and between the Board of Directors of Arlington Public Schools District No. 16 of Snohomish County, State of Washington, hereinafter called the District, and the person named above, hereinafter called the Employee, that in accordance with action of the Board of Directors of the District, said Employee shall perform assigned professional services in the public schools of said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules, and regulations of the Arlington School District during the 2012/2013 school year.

The said Employee shall be employed as a certificated employee with it being understood that said Employee shall be subject to assignment, reassignment, or transfer by the Board of Directors or its delegated administrative authority.

Duties under this contract include state-funded days of service exclusive of holidays and vacation.

Said Employee shall receive an annual salary per 2012/2013 negotiated agreement, based upon salary schedule placement and FTE.

This contract shall be subject to the applicable terms and conditions of any agreement between the District and organization certified or recognized as the exclusive bargaining representative for the certificated Employee named above, whose signature appears below.

This contract is offered for acceptance by the Employee only on the terms stated herein. If it is not signed and returned by the Employee within twenty (20) days, the Board will consider it as a waiver of any right of employment.

The opening day of the 2012/2013 school year shall be *Wednesday, September 5, 2012*.

By signing this contract, the Employee named herein and the Board of Directors of the Arlington School District agree to its terms.

**BY THE ORDER OF THE BOARD OF DIRECTORS:**

\_\_\_\_\_  
Dr. Kristine McDuffy, Superintendent  
Secretary to the Board

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between the Arlington School District and  
the Arlington Education Association**

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current Collective Bargaining Agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. 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 competitive procedure for procuring services that includes an open competitive process, except where an open process would compromise cost-effective purchasing, with documentation justifying the approach. The District acknowledges its responsibility to document the procurement process in order to comply with the requirements of ESSB 5940. The quotes to be procured and plans offered shall include:
  - a. At least one qualified high-deductible health plan (QHDHP) and employee 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 coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year.
  - c. Health plans that promote health care innovations, cost savings, and significantly reduce administrative costs, subject to clarification of the legal meaning of this proviso.
  - d. The quotes procured for the 2012-2013 school year shall be reviewed and the choice of plans offered shall be determined using the same procedure for selecting health plans as used in the 2011-12 school year, provided: the parties agree the District Benefits Committee will review the benefits procurement process during the 2012-2013 school year to ensure reasonable steps are taken to comply with the ESSB 5940's procurement requirements. The recommendations of the committee will be subject to bargaining in accordance with PERC rules.
3. Employees selecting richer benefit plans inherently pay higher premiums and, correspondingly, higher out of pocket costs. Therefore, until such time as the law is clarified regarding the intent of this provision in ESSB 5940, the parties believe the District is in compliance.
4. It is the intent of the parties to make progress toward reducing the ratio of full-family to employee-only coverage premium costs in accordance with the 3:1 goal set forth in ESSB 5940. To this end:
  - a. Each AEA bargaining unit employee included in the pooling arrangement, who *elects medical benefit coverage*, must pay a minimum out of pocket expense, through payroll deduction, of no less than 1% of the cost of their monthly medical premium. The amount of premiums deducted from said employees will be returned to the pool for distribution.
  - b. The District will allocate the amounts set forth below to help reduce the out of pocket costs of employees electing full-family coverage. Each school year these funds will be: a) divided




equally among those employees electing full-family coverage as of September 14, 2012, and applied directly by the District in a manner that reduces these employees' out of pocket costs. This may occur on a monthly or annual basis as determined by the District. These funds shall be non-taxable health insurance contributions.

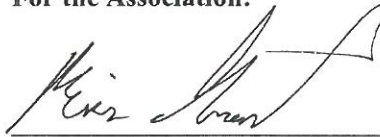
- i. 2012-2013: \$8,000
- ii. 2013-2014: \$16,000
- iii. 2014-2015: \$24,000

5. The State health benefits allocation and negotiated District insurance contributions are applied to the bargaining unit as a whole, not to individuals. Therefore, the parties agree these funds, inclusive of the "pooling dollars" they generate, will not be available to fund HSAs. Contributions to HSA accounts will be borne solely by individuals electing the QHDHP. Compliance with applicable tax regulations will be the sole responsibility of individuals utilizing HSAs.
6. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
7. This MOU shall be effective for the 2012-13 school year. The parties shall meet prior to May 1, 2013, to discuss whether to renew or amend this MOU for another year.

**For the District**

  
\_\_\_\_\_  
Dr. Kristine McDuffy  
Superintendent  
9/4/12  
\_\_\_\_\_  
Date

**For the Association:**

  
\_\_\_\_\_  
Eric Grant  
AEA President  
8-24-2012  
\_\_\_\_\_  
Date

**Memorandum of Understanding  
Regarding the New Teacher Evaluation Framework**

**WHEREAS**, the legislature established new teacher and principal evaluation requirements in Engrossed Substitute Senate Bill 5895 (ESSB 5895) that are to be fully implemented by the 2015-16 school year;

**WHEREAS**, the Arlington School District (hereinafter the "District") and Arlington Education Association (hereinafter the "Association" or "AEA") are committed to implementing the new evaluation system in ways that encourage professional growth and development.

**NOW, THEREFORE, IT IS AGREED:**

- 1) The Charlotte Danielson's Framework for Teaching and its corresponding Evaluation Rubric will be implemented in the District as the evaluation vehicle to facilitate teacher growth and the improvement of instruction. That system will be phased-in during the 2013-2014 school year.
- 2) The District and the Association will establish an Evaluation Committee, whose co-chairs are the AEA President and the Executive Director of Teaching and Learning, effective September of 2012. The Committee will be comprised of the following representation:

Certificated Staff:

- a. One member representing primary grades (K – 2)
- b. One member representing intermediate grades (3 – 5)
- c. Two members representing middle level grade (6 – 8)
- d. Two members representing high school
- e. Two members representing K -12 specialist (special education, ELL, etc.)

Administrative Staff:

- a. Human Resources Director
  - b. Executive Director of Teaching & Learning
  - c. One K-5 administrator
  - d. One 6-8 administrator
  - e. One 9-12 Administrator
  - f. One "At Large" Administrator
- 3) The Evaluation Committee will meet at least monthly during 2012-2013, in order to conduct research, to make recommendations for revision, and to assure District communication and coordination. The Committee will communicate monthly with both the District and Association leadership on the progress of their work. Committee members are required to communicate and seek input with their constituent group(s).
  - 4) It is anticipated the system will be refined based on feedback from teachers and principals who are participants in 2013-2014 phase-in, as well as from Evaluation Committee members, prior to its full implementation in 2015-2016. The Evaluation Committee will make recommendations to their respective bargaining teams to facilitate the bargaining necessary to implement an agreement for 2015-2016.
  - 5) The Evaluation Committee will develop a schedule for implementation of the revised evaluation system that transitions a portion of classroom teachers in the district to the revised evaluation each year beginning no later than the 2013-14 school-year, complete implementation no later than 2015-16, and present an

implementation schedule to the school board. Classroom teacher volunteers will be sought, but in the event there are insufficient volunteers, teachers will be randomly selected for participation. Any selected teacher who wishes to be excused from the 2013-14 phase-in may request a meeting with the building principal and a certificated teacher member of the Evaluation Committee. After the meeting, the teacher may excuse him/herself from the phase-in. If a selected teacher, following that meeting, excuses him/herself from the phase-in, one additional teacher will be selected at random. Evaluation Committee members will be included in the phase-in. Any teacher on probation in 2013-14 will be included in the phase-in as will any classroom teachers who are provisional employees under RCW 28A.405.220 during that year.


- 6) Teachers not selected randomly for the phase-in may request to participate. Volunteers will be included to the extent that the school's principal and Evaluation Committee members agree that there is adequate capacity, including administrator time, to include the volunteers while maintaining the quality and integrity of the phase-in. If more teachers volunteer than can be accommodated, the principal and Evaluation Committee members shall select participants from the volunteer pool.
  
- 7) Except as described in 1-6 above, all AEA individual member rights, Association rights, and District rights are maintained and protected as described in the Collective Bargained Agreement and law.

By the signatures below we a) agree to the terms and conditions presented in this Memorandum of Understanding (MOU) related to the implementation of the four-tiered teacher evaluation requirements established in ESSB 5895, and b) confirm we have the authority to enter into this MOU on behalf of the District and Association:

**For the District**

**For the Association:**

  
Dr. Kristine McDuffy (Date)  
Superintendent

  
Eric Grant (Date)  
President, AEA

**Memorandum of Understanding  
Regarding the New Teacher Evaluation Framework**

**Addendum**

The parties agree to be guided by the following principles in developing the new evaluation framework:

1. It is the intent of the parties that the Evaluation Committee will focus on designing and implementing a new evaluation framework that incorporates objective standards, minimizes subjectivity, and provides meaningful guidance, insight, and support for employees' professional growth.
2. Respect for all participants will be implicit in the design and implementation of the framework.
3. Parents and students will not be participants in the certificated staff evaluation process unless subsequently mandated by law.
4. The District will provide sufficient staff training, related both to the new evaluation model, the Danielson framework, and in support of identified professional growth goals in general, to achieve the outcomes envisioned in HB 5895.
5. Evaluators will be trained for inter-rater reliability and their progress will be reported periodically to the Evaluation Committee.
6. The District's commitment is to assure the length of observations used for evaluation will be consistent with state law.
7. The Evaluation Committee will make recommendations regarding the types of student growth data and rubrics to be used as a factor in the evaluation process. The Committee will disseminate these recommendations to all staff for reflection. Final determination of the methodology will be determined through negotiations between the District and AEA.
8. The Evaluation Committee will specifically contemplate the effect of disparities in class size, class composition (academic profile, behavioral profile), etc., that create fundamentally different classroom circumstances on the inherent validity of evaluation. The Committee will make recommendations intended to ensure the equitable evaluation of all employees in accordance with the law.
9. The parties will endeavor to develop an evaluation model that inherently protects the due process rights of employees to the fullest degree possible.

