USVEA
CONTRACT
2018-2020
ARTICLE IX - GRIEVANCE PROCEDURE

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PREAMBLE

This agreement is entered into this 1st day of September, 2017, by and between the Upper Skagit Valley Education Association, and the Concrete School District Number 11, County of Skagit, Washington.

WITNESSETH

Employment Relations Act, RCW Chapter 41.59, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and;

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:
ARTICLE I - RECOGNITION AND DEFINITIONS

SECTION 1
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all employees of the District who are required as a condition of employment to be certificated, whether under contract or on leave, except:

Superintendent
Principals

Any other employees excluded by definition in the Act (RCW 41.59) or rulings of the Commission.

SECTION 2
DEFINITIONS

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

The term "Agreement" shall mean this entire contract.
The term "Association" shall mean the Upper Skagit Valley Education Association.
The term "Board" shall mean the Board of Directors of the Concrete School District Number 11.
The term "certificated personnel" shall mean those persons who are certificated by the State of Washington and have a contract with the Concrete School District to teach or to provide supportive services, either part-time or full-time in the Concrete School District and are members of this bargaining unit.
The term "District" shall mean the Concrete School District Number 11.
The term "Employee Organization" shall have the same meaning as set forth in RCW 4.59.020(1).
The terms "teacher", "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 "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "basic daily contract rate" shall mean the individual employee's basis annual contract rate divided by 180 days.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and the feminine; and words denoting number include both the singular and plural.
ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 1
RATIFICATION AND
MUTUAL CONSENT
This Agreement shall become effective in accordance with the Duration Clause herein upon ratification by the board and the Association and when signed by authorized representatives thereof and may be amended or modified during its term only with consent of the parties.

SECTION 2
RELATIONSHIP TO
EXISTING POLICIES
This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement shall not be affected by this Agreement.

SECTION 3
COMPLIANCE OF
AGREEMENT
All individual teacher contracts shall be subject to and consistent with Washington State Law and the terms of this Agreement. Any individual teacher contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual teacher contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

SECTION 4
CONFORMITY TO
LAW
This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any teacher or groups of teachers covered hereby shall be adjudged contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

SECTION 5
DISTRIBUTION OF
AGREEMENT
Within thirty (30) days following the signing of this Agreement, the District will type, duplicate and provide the Association ten (10) copies plus one for each employee. All teachers new to the District shall be provided a copy of this Agreement by the District upon issuance of their personal contract, and the Agreement shall be available for inspection at the District office by all applicants for teaching positions. The actual hourly cost of typing and duplication will be shared equally by the parties.

SECTION 6
APPENDICES
The appendices are integral parts of this Agreement and by this reference are incorporated herein.

SECTION 7
MANAGEMENT
RIGHTS
It is the intention of the parties hereto that rights, powers, prerogatives, duties and authority which the board now has or had prior to the signing of this Agreement are retained by the board except those which are specifically abridged or modified by this Agreement. Such abridgment or modification shall be to the extent specifically set forth in this Agreement and such abridgments or modifications are to be strictly construed.
ARTICLE III - ASSOCIATION RIGHTS

SECTION I
EXCLUSIVITY
Rights herein granted to the Association shall not be granted to any competing labor organization except as required by law.

SECTION 2
ACCESS AND EQUIPMENT USE
So long as neither the Association nor its representatives are promoting, taking part in or authorizing any concerted work stoppage or slowdown or withholding of contracts in the District, duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Likewise, the Association shall have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay only for the actual costs incident to such use.

SECTION 3
MEMBERSHIP COMMUNICATION
The Association shall be the only certificated employee organization with the right to utilize bulletin boards which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to teachers if faculty lounges are not in existence in a given school.

The Association shall have the right to use the teacher mail boxes for communications purposes. The source of all notices will be identified on the document, and items on bulletin boards will be removed in a timely fashion.

SECTION 4
AVAILABILITY OF INFORMATION
The Association, through its designated representatives, shall be provided information upon request, from the District which will assist the Association in developing accurate, informed and constructive bargaining proposals, and information which may be necessary for the Association to process any grievance, complaint, or conduct its business, including the following:
- Annual Budget
- Monthly Financial Reports
- Student Enrollment Reports
- Annual Financial Reports
- Audit Reports
- Board Agendas
- Board Minutes
- Names of all contracted teachers and working substitute teachers

Requests for information from the Association shall be directed to the Superintendent and shall specify the document by title, or specific description of the material requested, if no title or identification number is existent or known to the Association. Information requests shall be honored within a reasonable amount of time. The District shall not be required to formulate or compile information which, in the course of its operation, is not in existence in such formulated or compiled form. The Association shall be required to pay for all such services which require extra time at one-half (1/2) the hourly rate of the clerical employee preparing the requested information if access required research in the achieves.
SECTION 5
COMMUNICATION
Nothing in this Agreement or District Policy shall be construed to limit the right of an individual to communicate his/her views to members of the Board at reasonable times and places.
The Board shall schedule on the agenda of each regular Board meeting under "new business" or other appropriate places on the agenda, matters brought to its attention by the Association, and allow the Association reasonable time to address these matters.

SECTION 6
PAYROLL DEDUCTION AND REPRESENTATION FEES
A. NOTICE:
On or before August 25, of each school year, the Association shall give written notice to the Board of the dollar amount of individual dues and fees.

B. MEMBERSHIP DEDUCTIONS:
The Association shall supply the District with properly signed Association dues and fees deduction authorizations which shall set forth the amount of such deduction and shall contain the statement that such authorization shall continue in effect from year to year unless a request for revocation is submitted to the Association, signed by the teacher prior to August 25, preceding the designated school year for which revocation is to take effect. Upon receipt of the form, the district shall deduct dues for the following pay period.
Each month during the school year the Association agrees to provide the District Office with the names of those teachers who have joined the Association and paid its dues and fees by means other than through payroll deduction.

SECTION 7
RELEASE TIME
Whenever Association representatives are mutually scheduled with the Board's or administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay and a substitute will be provided. The parties agree that negotiations and grievance hearings, in addition to being scheduled during normal school hours may also be scheduled after normal school hours.

The Association President shall be released when his last class is dismissed to conduct Association business, so long as it does not interfere with scheduled meetings with parents, teachers or students.

With the exception of situations which involve the safety and security of students, the Association President shall not be assigned to non-classroom supervision of students.

SECTION 8
BUILDING REPRESENTATIVE
A. MEETINGS WITH SUPERINTENDENT:
The Superintendent shall meet with Association building representatives and/or the Association President at the latter's request, at least monthly during the academic year. The purpose of these meetings shall be to discuss the administration of this Agreement, issues that impact school climate and district morale, and other matters of concern to either party, provided that neither the Superintendent nor the Association representatives has the authority to reach any decision which changes this Agreement.

B. NON-CLASSROOM ASSIGNMENTS:
Association building representatives shall not be assigned non-classroom supervising of students to any greater degree, on the average, than other staff members. If a building representative is assigned to such duty, the Association may arrange for a replacement for such representative.
ARTICLE IV - EMPLOYEE RIGHTS

SECTION I
INDIVIDUAL RIGHTS

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

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

SECTION 2
RIGHT OF ASSOCIATION

Employees shall have the right to self-organization, to form, join or assist employee organizations, to bargain collectively through representation of their own choosing, and shall also have the right to refrain from any or all of such activities except to the extent required herein as to representational fee payments.

SECTION 3
JUST CAUSE

No employee shall be warned, reprimanded, suspended, or reduced in rank or professional advantage without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the teacher and the Association in writing.

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

The Board agrees to follow a policy of progressive discipline which includes in this order: verbal warning, written reprimand, suspension with pay, suspension without pay, nonrenewal or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

SECTION 4
ACADEMIC FREEDOM

Academic Freedom shall be guaranteed to all employees. Employees shall be guaranteed professional freedom in classroom presentations and discussions, and may allow discussion on political, religious or otherwise controversial materials, provided this is done as part of the educational process, reasonably within the course content.

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

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

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

No student grade will be changed without the approval of the classroom teacher.
SECTION 5
PERSONNEL FILE

Teachers or former teachers shall upon request, have the right to inspect all contents of their complete personnel file. Upon request, a copy of any documents contained therein shall be afforded the teacher at their expense.

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

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

Each teacher's personnel file shall contain the following minimum items of information: The teacher's evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.

Any material not shown to a teacher within 10 working days after date of incident shall not be placed in the personnel file.

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

The teacher 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.

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

No derogatory material with a potential exception of annual evaluation reports shall remain in a teacher's file for more than three (3) years from the date of entry and such material shall be given to the teacher, upon that teacher's request.

Upon request by the teacher, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher (Appendix 1).

SECTION 6
TEACHER PROTECTION

A. HOLD HARMLESS:

The district agrees to provide insurance to save teachers harmless and defend them from loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit or judgment by reason of any negligent act or failure to act by such teacher, within or without the school building, provided such teacher, at the time of the act or omission complained of was acting within the scope of employment or under the direction of the Board.

B. ASSAULT:

Any assault upon a teacher shall be promptly reported to the immediate supervisor or its designated representative. The district will render all assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. COVERAGE OF PERSONAL PROPERTY:

The District shall provide insurance for the replacement of any clothing, or other personal property damaged or stolen during the course of their employment, when such damages, destruction or loss was the result of an employee engaged in the maintenance of order and discipline and the protection of school personnel, students or property thereof.
D. CONDITIONS OF COVERAGE OF PERSONAL PROPERTY:
The following conditions will be applied in coverage of personal property:

1. Personal property brought to the work place must be with the permission of the building administrator and listed on an inventory filed with the District, which includes description of item and present value.
2. The District coverage is secondary to any other valid and collectable insurance, including the employee's homeowner's policy, but the District shall be responsible for the deductible.

SECTION 7
STUDENT DISCIPLINE

Discipline shall be consistent with applicable federal state laws and local school board policies. The employee shall use reasonable and professional judgment concerning discipline matters. The Board and Administration shall support and uphold employees in their efforts to maintain discipline in the District, including authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees, especially those set forth in RCW 28A.58.1011 and .201, and shall within a reasonable amount of time respond to all employees' requests regarding discipline problems.

The Board of Directors may authorize the establishment of a student disciplinary board composed of students, professional employees, administrators, and parents.

The Discipline Board will be authorized to recommend reasonable disciplinary procedures and to periodically review rules of the school district defining the types of misconduct for which corrective action or punishment may be imposed and to ensure uniform enforcement of school rules.

Each professional employee shall possess the authority to recommend suspensions and expulsions of students for misconduct which violates rules of the school district established pursuant to WAC 180-40-225.

Each professional employee is empowered consistent with District Policy and applicable RCW to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under his/her immediate supervision. Such exclusion can be for all or any portion of the balance of the school day or until the principal or designee and professional employee have conferred.

Discipline is an essential part of any learning environment. In order to maximize communication and cooperation between administration and staff, the principal in each school will meet with the faculty of his/her respective school. The principal will review the specific rules, procedures and discipline actions to be used with disruptive students.

SECTION 8
INDIVIDUAL TEACHER CONTRACT

The District shall provide each teacher with a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement (Appendix 2 and 3).

A. COPIES OF CONTRACT:
Three (3) copies of a contract shall be given to the employee for signature each year prior to the end of the current school year for purposes of employment in the ensuing school year. One (1) copy may be retained by that teacher at the time it is signed. Two (2) signed copies shall be forwarded to the District office to be signed by the District. One (1) of these copies shall be placed in the teacher's personnel file and the second copy shall be returned to the teacher. Copies of the signed contract shall be returned to the District office by the last working school day in June, by the employee, except where demonstrable unusual circumstances make return impossible.
B. RIDER:
If bargaining between the District and Association has not been completed when contracts are
issued, said contracts will be issued based upon the state salary schedule and accompanied by
the Rider, attached hereto as Appendix 4. Contracts will be issued prior to the beginning of the
new school year.

C. RELEASE FROM CONTRACT:
A teacher under contract shall be released from the obligations of the contract upon request
under the following conditions.

1. A signed and dated letter of resignation must be submitted to the Superintendent's office.
2. A release from contract for the ensuing school year shall be granted provided a signed and
dated letter of resignation is submitted to the Superintendent by last Monday in June.
3. A release from contract for the ensuing school year shall be granted after last Monday in
June provided, in the judgment of the District, a quality replacement can be obtained.
4. A release from contract shall be granted upon the teacher's request which is also
accompanied by a doctor's written explanation in case of illness or other personal matters
which make it impossible for the teacher to continue in the District.

D. LENGTH OF CONTRACT:
The length of the regular teacher contract shall be that set by the legislators in total.

E. EXTENSION OF CONTRACT:
Any extension of contracted days by the District shall be computed at the basic daily contracted
rate of the teacher involved.

SECTION 9
SUPPLEMENTAL
CONTRACT

A. EXTRA-CURRICULAR DUTIES:
Teachers may be assigned to reasonable extra-curricular duties. In such event,
a supplemental contract and supplemental assignments shall be issued subject
to the following:

1. Appointments to extra-curricular and supplemental assignments are for one (1) year
and renewable at District discretion. Assignments shall be in accordance with current
statutory provisions.

2. If the supplemental contract is not to be renewed for the ensuing year, the employee
shall receive written notice by May 15th. Such written notice shall state the reason(s) for
such action.

B. PROFESSIONAL STAFF DEVELOPMENT STIPEND
Employees will be provided a $1,000 stipend (pro-rated based on FTE) professional
development stipend yearly, to enrich their teaching and professional practice.
Employees will use individual professional judgement to select opportunities to meet
their needs. (RCW 28A.415.430) Employees will identify their professional learning goal
with their supervisor during their pre-evaluation conference and document the goal in
EVAL records system.

C. Each individual contract is for work associated with teaching basic education
requirements as defined by (RCW 28A.150.200). In addition, those activities previously
associated with the responsibility stipend and occurring outside the classroom such as
collaboration meetings, IEP meetings, student assistance team, and or 504 meetings, staff
meetings, and meetings with families and or students are now part of total compensation.
The salary represents 184 days which will be identified on the official school calendar.
Each school day is comprised of 7.5 hours inclusive of a 30 minute lunch. Teacher's per-
diem rate will be calculated one-one hundred eighty-fourth of the regular contract.
If the District requests teachers to work outside of the work day for a required meeting or training not described in the above language. Teachers will be paid at their per-diem rate on a time card submitted to the payroll department. The district respects employee time and will compensate staff when requesting they attend such activities. This is exclusive of advisor positions and activities associated with stipends already existing in the current contract language.

D. NATIONAL BOARD CERTIFICATION:
Bona fide candidates will be reimbursed up to $500 for relevant expenses associated with obtaining National Board Certification given notification by the 15th of August to the district for grant development. National Board candidates will have been given up to 5 pre-arranged release days throughout the certification process for the purpose of preparing portfolio entries and/or assessment center activities. Additional release days may be granted upon request to the superintendent. National Board candidates for initial certification and recertification will have access to district facilities, technology, cameras, video recording equipment, etc. in order to prepare his/her portfolio.

SECTION 10
ASSIGNMENT, VACANCIES, PROMOTION, TRANSFER AND NEW POSITIONS

A. GENERAL PROVISIONS:
Employees will ordinarily be assigned, in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes within their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Notification of tentative assignments will ordinarily be made in writing by May 15. Except where mitigating circumstances do not make it possible, final assignments shall be available to employees forty-five (45) calendar days before commencement of the assignment, but in any event shall be made available as soon as finally determined by the District.

B. VOLUNTARY TRANSFER:
In the determination of assignments and transfers, the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with District needs as established by the Board. To assure that teachers are given every priority consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used.

1. During the instructional year, all vacancies shall be publicized to the staff through written notice which will be distributed by normal staff communication as far in advance of the date of the opening of any vacancy or new position as possible.
2. During the summer or other non-instructional time, such notification shall be made by letter to the Association President and to employees who have completed a request for transfer.
3. Employees who desire a transfer or reassignment shall submit a written request for transfer which shall be kept on file by the District until September 1st of the following year when it shall be returned to the employee.
4. A notice of vacancy or new position shall clearly set forth the qualifications for the position, the procedures for applying, and what the expectations are in terms of professional performance.
5. Interested teachers shall apply for the position within twenty (20) calendar days following advertisement of the position. Exceptions may be granted through the U.S.V.E.A. President and Executive Committee.
6. Teachers who have a pending request for transfer, assignment or reassignment shall be fairly considered along with other applicants for the position. The factors considered will be:
   a. Length of time in District
   b. Past evaluations
c. Subject endorsements

d. Demonstrated competence for the position

7. Not more than thirty (30) days after the position has been filled, the Superintendent or designee shall notify, in writing or by personal conference, each teacher whose request for transfer, assignment or reassignment was not granted and the reason(s) for not granting the request.

C. INVOLUNTARY TRANSFER *(due to district needs and teacher certification)*:

1. Each involuntary transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program and professional training of the teacher.

2. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for such transfer before the change is to become effective.

3. The District will notify, in writing, any teacher to be transferred as soon as possible, but no less than ten (10) days prior to the transfer.

4. *Three days of release time will be given to the affected teacher in order to complete the move and become oriented to the new assignment, if it occurs after the initial assignment has been made and during the school year.*

5. Teachers who are transferred will be given priority on returning the following year to the position from which they have been transferred.

6. *The district and union will work together to ensure affected teacher is given reasonable time, training and relevant support to the new position.*

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**SECTION 11 SUBSTITUTES**

Long Term Substitutes are those who have been employed twenty (20) consecutive working days or more in the same position. A regular substitute is a person who has been employed thirty (30) intermittent working days during a school year.

A. **LONG TERM SUBSTITUTES:** On the twenty-first (21st) working day of consecutive employment, the District will place the employee on the appropriate step of the salary schedule. With the exception of Article VII; Section 14, Layoff and Recall, all such employees will be subject to all terms and conditions of this collective bargaining Agreement.

B. **REGULAR SUBSTITUTES:** Beginning on the thirty-first (31st) working day of employment, a regular substitute will be compensated at a rate of $5 more per day than that of a casual substitute.

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**SECTION 12 COMPLAINTS AGAINST TEACHERS**

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

Verbal complaints against a teacher which could result in disciplinary action should be called to the attention of the teacher within a reasonable length of time. The teacher shall then be given the opportunity to rebut the charge or complaint.
ARTICLE V - LEAVES

SECTION I
ILLNESS, INJURY
AND EMERGENCY

A. SICK LEAVE:
At the beginning of each school year, each teacher shall be credited with an
advance sick leave allowance of the twelve (12) days with full pay to be used
for absence caused by illness, injury, or emergency. Each teacher's portion of
unused sick leave allowance shall accumulate from year to year as provided
by State Law.

B. SICK LEAVE ACCOUNTING:
At the beginning of each school year, the District will provide all teachers with an
accounting of their accumulated sick leave, and at the end of each year, shall provide
an accounting of sick leave days used within that time period.

C. USE OF SICK LEAVE FOR MATERNITY REASONS:
Sick leave may be used for maternity reasons provided illness or doctor
recommendation are involved.

D. EXTENDED USE OF SICK LEAVE:
A teacher who has exhausted accumulated sick leave and who is unable to perform the
duties because of personal illness, maternity, or other disability may, upon request, be
granted leave under ARTICLE V, Section 8.

E. REQUIRED MEDICAL REPORT:
Any certificated employee claiming benefits of more than five (5) consecutive school
days from accumulated sick leave may be required to submit a medical report the fifth
school day after the first day of illness and every thirty (30) days thereafter while the
illness persists.

F. STATEMENT OF CAUSE:
Certificated employees claiming benefits of the sick or emergency leave provisions
may be required to submit to the Superintendent, through the building principal, a
statement of the cause of such absence upon return to service and when required,
verification of the emergency. The teacher will immediately fill out requested District
forms.

G. EMERGENCY LEAVE:
Emergency leave shall be granted as defined in the following:

1. The problem must have been suddenly precipitated or must be of such a
nature that pre-planning could not relieve the necessity for the absence.
2. The problem must be one of major importance and not a mere
convenience.
3. Emergency leave is deducted from sick leave.
Explanation for an absence under emergency leave shall be made on forms available in
each school office and addressed to the Superintendent of Schools. A completed form for
emergency leave shall be submitted to the Superintendent within five (5) working days
after return to duty.

H. SICK LEAVE CASH OUT:
Sick Leave will be cashed out as prescribed by the appropriate State WAC.

I. SUBSTITUTES:
Unit members who are absent pursuant to Section 1 may request a specific substitute.
Said request will be considered by the Administration.
SECTION 2
FAMILY ILLNESS

Teachers shall, upon request, be granted a leave of absence when such absence is occasioned by serious illness of a member of the family unit. The term family unit shall mean parent or parent substitute, spouse, child, sibling, mother-in-law, or father-in-law or other person regularly living with the employee. The first two days per year of such leave as to sickness of a spouse or child shall be with pay and without deduction from sick leave, otherwise such leave shall be classified as emergency leave and shall be deducted from accumulated sick leave, if any. If the employee has no sick leave remaining, deduction from the employee's salary shall be made for substitute's pay. The parties agree that this provision will be null and void if, during the term of this Agreement, the District receives an Attorney General's Opinion stating that the terms of this provision are contrary to state law.

SECTION 3
MATERNITY AND CHILD CARE LEAVE

Leave without pay shall be granted to any woman employee for pregnancy and/or child birth. Such leave will become effective on a date mutually agreed upon by the employee and administration but the teacher shall give at least thirty (30) days notice of intent to request such leave, whenever possible. Leave without pay shall also be granted to provide necessary care for any employee's minor child or children. The period of leave may be for up to one year. All employees hired to replace employees while on extended leave shall be hired pursuant to the provisions of state law.

SECTION 4
PERSONAL LEAVE

Teachers shall be granted two (2) days of personal leave per year. Two (2) days may be carried over into the next school year for a maximum of four (4) personal days. Employees will not be required to state any reason for the leave beyond the term "personal", but must give notice of the request two (2) days in advance. As a general rule the personal leave days may not be utilized by any employee during either the first ten (10) or the last ten (10) contracted work days. Upon request, the Superintendent may allow exceptions to this limitation. No more than two (2) employees from any building may utilize personal leave on any given day without the principal's permission. If more than two employees from a building request a personal day, the superintendent may grant that request contingent on availability of substitutes for said day. Personal days may not be used on district or building planned staff development days or in-service half days. In the event teachers do not use the personal leave days during the school year, they may request the District office to cash out one (1) personal day per year at employee per diem.

SECTION 5
BEREAVEMENT LEAVE

Up to three (3) days per death of paid leave shall be granted per school year for bereavement of a household member, relative or significant friend. Such leave in non-cumulative. Written request for additional bereavement leave days must be approved by the superintendent. If the request for additional days is granted, the daily salary of the substitute will be deducted from the employee's sick leave.

SECTION 6
PUBLIC SERVICE LEAVE

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

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

4. **Civil Air Patrol Search and Rescue**

**SECTION 7**

**ASSOCIATION LEAVE**

Up to twenty (20) days of paid leave shall be available each school year to the Association provided a substitute is available.

Cost of the substitute, if any, will be paid by the Association. The President shall designate the specific members utilizing said leave.

For each day utilized, the Association shall reimburse the District 1/180 of the employee's salary who utilizes said leave.

**SECTION 8**

**EXTENDED UNCOMPENSATED LEAVE:**

A leave may be granted for employees who have completed one (1) year with the District to enable the employee to study or travel. No more than two (2) teachers will be granted a professional leave during one (1) year. The following criteria will be utilized in granting said leave.

1. A written request shall be submitted to the Superintendent between May 15 and June 15.
2. A suitable replacement is available for the employee's absence.
3. The prospect of economic impact on the District is minimal.

**B. EXCHANGE TEACHER (Domestic or Foreign):**

Only upon Board approval shall leave be granted for exchange teaching and teaching in overseas dependents' schools.

**C. PROFESSIONAL LEAVE - OTHER:**

Upon Board approval a leave may be granted for a teacher to teach one year in another district, work one year in a professionally-related field, or work in Association business.

**D. ILLNESS/DISABILITY LEAVE:**

A leave for up to one year may be granted employees who are unable to perform their duties because of their illness or disability; PROVIDED HOWEVER, the fact that such leave is applied for, granted, or in effect shall in no way limit the District's ability to discharge the employee or not renew the employee's contract in the same manner it could have but for such leave.

**E. RETURN FROM LEAVE:**

Upon return from leave, a reasonable effort will be made to place the teacher in the last position held or in a similar position in the District, but in any event the teacher shall be guaranteed a certificated position in the District, unless unqualified because of reduction in force criteria and procedures which would have caused the teacher's contract to not be renewed if the teacher had not been on leave.

**F. RENEWAL OF LEAVE:**

Upon Board approval, such leave may be renewed for up to one additional year.

**G. LEAVE REPLACEMENT EMPLOYEES:**

Employees hired to replace such employees while on extended leave shall be released from employment pursuant to RCW 28A.67.900.

**SECTION 9**

**SPECIAL LEAVES**

Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leaves on terms more favorable to the employee than herein set forth.
SECTION 10
ATTENDANCE AT
MEETINGS,
CONFERENCES AND
OBSERVATIONS AT
OTHER SCHOOLS

Leaves for attendance at meetings, conferences, symposiums, and seminars at which concerns vital to education are the subject of discussion may be granted by request to the building principal on one of the bases which follow:

A. FULL PAYMENT:
Substitute and necessary expenses paid by the District. This category applies to teachers authorized by the Board to represent the District at professional conferences, meetings, symposiums, seminars and observations at other schools.

B. PARTIAL PAYMENT LEAVE:
Substitute paid by the District; necessary expenses paid by the teacher or outside agency. This category applies to teachers authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums, and observations. The following procedures must be followed in making application for these trips:

1. The teacher will submit a letter to the building principal at least ten (10) days prior to the scheduled trip. The letter will include any pertinent information concerning the trip.
2. The principal shall inform the teacher of his decision within two (2) days of receipt of the letter.
3. Upon return, the teacher shall turn in all itemized receipts and bills to the District office.
ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

SECTION 1
EMPLOYEE SALARY SCHEDULES

A. SALARY SCHEDULE:
All teachers shall be placed on the teachers' salary schedule (Appendix 5) which shall be the State Salary Allocation Schedule. All teachers will be placed on the schedule at their qualifying position.

Each year the salary schedule will be increased to pass through the maximum amount of money funded by the state for the employed certificated instructional staff.

B. EXTRA-CURRICULAR SALARIES:
Extra-curricular salaries will be paid per attached Appendix 6.

SECTION 2
SALARY SCHEDULE
PLACEMENT AND MOVEMENT

A. PLACEMENT & MOVEMENT ON SALARY SCHEDULE:
Placement and movement on the salary schedule shall be based on the rules and regulations of the Office of Public Instruction for placement of certificated employees on the Salary Allocation Model.

B. DISTRICT INSERVICE FACTOR:
The District agrees that the staff development program shall be employee centered and that the following conditions are established to foster continued professional growth:

1. District sponsored In-service is defined as planned staff development, to meet defined needs approved by the Superintendent. These workshops may be scheduled during the school day, where there is late arrival or early release days, or when school is not in session.
2. The District shall work cooperatively with the USVEA to conduct annual needs assessments each Spring. Results shall be shared with all parties.
3. When any five (5) certificated employees of the District file a written request for a specific In-service training program, the Superintendent shall meet with those persons to determine whether the course is feasible and to work out the details of its implementation. If the program is agreed upon, the Superintendent will appoint one of the initiators as coordinator to be responsible for the evaluation and mechanics of the course.

a. The written request will include the following:
   1. Purpose of the desired training;
   2. Content of the proposed course;
   3. Names of resource people to assist in the course, if this is possible at the time of the request;
   4. Length of the course and the desired meeting time;
   5. Names of those desiring to participate in the course.
   6. Estimate of the cost of the course.

b. Where feasible and possible in-service courses shall be designed and offered for college-extension credit, and earn professional credit accordingly. In any case, teacher initiated In-service training will count for staff maintenance credit as provided above.

c. Within the limits of the budget the District will provide funds to cover all reasonable costs involved in District approved In-service programs as provided above, excluding college credit tuition.
4. The District shall establish a process for advance timely notification to all employees of any program available in the region the District becomes aware of. Additionally, the District will make available 30 clock hours per In-service activities per year including online and distance learning.

5. Additional In-service training may not necessarily be limited to the regular school year.

C. GENERAL PROVISIONS:

1. After one's position is established on the salary schedule at initial employment, only subsequent experience and qualifying credits will be allowed for advancement on the salary schedule. Qualifying credits earned after the BA but not allowed toward the fifth year standard certificate may be applied after the standard certificate is issued to the extent the District receives credit therefore on its staff weighing schedule; or if such credits were the result of teacher assignment by the District.

2. It is the responsibility of each teacher to keep the District office accurately informed as to all credits earned which may affect advancement on the salary schedule, and official transcripts of approved credits earned before September 10th must be submitted to the District office by the last contract day in September in order to qualify for advancement in the current year. In the event transcripts are delayed, official grade reports will suffice temporarily. Teachers shall, to the extent possible, notify the District, in writing, prior to June 1 of educational advancement anticipated for the next school year.

SECTION 3
PAYROLL
DEDUCTIONS

All salaries are subject to payroll deductions for:
Dues and representation fees (accordance with Article III, Section 6).

The following deductions may be made available if authorized by the individual:
1. Approved medical plans
2. Salary insurance
3. Tax-sheltered annuities
4. Other approved insurance programs
   to the extent the auditor will allow such deductions without cost to the District. Employees must authorize deductions within thirty (30) days after beginning employment.

SECTION 4
PAYMENT
PROVISIONS

A. PAYROLL CHECKS:
All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. All employees will be paid by electronic deposit on the last banking day of the month (Saturday is not considered a banking day).

B. ERROR ON PAYCHECK:
In the event of a mistake in payment resulting in underpayment, corrections shall be made at the next pay period. When an overpayment is made, repayment shall be made as agreed upon with the district and employee, provided cumulative errors shall be corrected at the rate they accumulate except to an employee who is leaving the District, repayment must be made before the final check is issued.
SECTION 5
INSURANCE BENEFITS

The District shall provide insurance premium payments toward premiums of approved District group insurance programs. The District will provide up to the State Allocated dollar amount per FTE per month for each regular teacher for insurance premiums. Any amount remitted to the Health Care Authority shall be taken from the State allocation. The District agrees to pay 100% of the current Health Care Authority carve-out per FTE towards the Health Care Authority. Any State dollars not spent for individual insurance premiums shall be pooled and distributed to help other bargaining unit members pay their premiums in a manner designed to utilize fully the aggregate insurance pool within the compliance limits of state law. Any shortfall between the District's monthly contribution, as determined by this Section, and the full premiums due from each employee each month will be covered by payroll deduction from the employee.

Annual enrollment for teacher group insurance programs shall be in accordance with the enrollment specifications of the insurance companies. Enrollment of new teachers employed after October 1 shall be completed before the next monthly payroll deadline.

Teachers contracted for less than full-time shall have their premiums paid by the District on an FTE ratio consistent with the amount of time contracted to the District.

A. MENU OF PLANS:
The district will offer a menu of medical insurance plans through the Skagit Consortium. Employees may select health insurance plans from the above mentioned consortium. Long Term Disability and Select Life Insurance are also available plans. Payroll deductions will be made to cover the difference between total premium costs and the District's contribution. District and USVEA representatives will work together with the consortium for the duration of the to provide agreed upon healthcare plans.

B. COMPLIANCE:
It is the intent of the parties to comply with the limitations imposed by state law and the State appropriations acts as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a penalty.

SECTION 6
PART-TIME EMPLOYEES (NON-SUBSTITUTE)

Teachers working part-time shall be compensated pro rata comparing the part-time duties with full-time duties.

SECTION 7
TRAVEL

Any employee wishing to attend or required to attend any activity in connection with the District shall be required to fill out a travel request form. These forms are available at each school and must be approved by the principal and superintendent in advance of the required travel. Every effort will be made to provide District transportation. However, if District transportation is not available, employees will be authorized to use their own vehicles and will be paid at the state rate. Any other circumstances, which may arise, will be dealt with on an individual basis. All teachers who are required by the nature of their assignment to make home visitations or other similar obligations may be permitted to use their own vehicles at the state rate. Such teachers shall request said permission at the beginning of each school year.
SECTION 8 CURRICULUM RATE

A curriculum rate shall be paid for approved work and/or meetings outside of the workday when it does not include direct instruction to a classroom of students. The rate of pay will be $35.00 per hour. If the meeting exceeds three hours, staff will receive per-diem.
ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1
CALENDAR
The parties mutually agree to the perpetual calendar contained in Appendix 7 with the understanding that the teacher's working year consists of one-hundred eighty (180) days.

Negotiations for the following year's calendar shall begin not later than January with the intent of having a calendar completed by April 1 each year, and be approved by the board of directors in the April business meeting.

SECTION 2
WORK DAY
A. LENGTH OF WORKDAY:
Employees shall begin their work day thirty (30) minutes before the student day begins and shall continue for seven and one-half (7 1/2) hours unless an earlier dismissal is granted by permission of the building principal. The employee total scheduled classroom time shall not exceed three hundred (300) minutes for 7-12 and three hundred fifteen (315) minutes for grades K - 6 per day. To the greatest extent possible the working day in both buildings will begin and end within ten (10) minutes of each other.

B. PREPARATION/PLANNING TIME:
Each teacher shall have non-classroom time the use of which shall be determined by the employee, provided it is used for preparation, planning, grading, or parent conferencing, as follows:

1. Grades 7-12 teachers shall have at least one student instruction period of such time per day.
2. Grades K-6 teachers shall have 225 minutes per week and the District goal will be to achieve 45 continuous minutes per day when possible. Employees are guaranteed at least one (1) block of 30 continuous minutes per day.

C. TRAVEL TIME:
Teachers who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

D. PLANNING/PREPARATION TIME:
Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with planning and preparation time to the same extent as other teachers in the District.

E. DUTY-FREE LUNCH:
All teachers shall have a duty-free lunch period of not less than thirty (30) minutes, not including passing period, which will be taken from instructional time.

F. TEACHERS AS SUBSTITUTES:
Teachers may be assigned to cover other teachers' classes. However, to the extent such assignment reduces the time allowed in B. above, the District will reimburse the teacher on an hourly per diem basis. Teachers shall only be asked to cover another class one period per day and that period shall be during their designated preparation period as set down on the student class schedule. Employees who agree to substitute for a principal shall be paid a prorated stipend of up to $50.00 per day in addition to their regular salary.
G. RELEASE TIME FOR CURRICULUM DEVELOPMENT:
If an employee's workload increases to an extent requiring substantial effort beyond the basic work day as a result of State or local demands for curriculum development, release time will be arranged by the administration.

H. PARENT CONFERENCES:
The District shall provide at least eight (8) half days each year for the purpose of parent conferences and/or grading. These half days are reflected in the perpetual calendar. At the High School, one half day each grading period will be used for conferences or preparing grades, but the other days may be used for in-service.

I. SUPERVISION OF STUDENTS:
The District will make all reasonable efforts to minimize supervision by unit members of students during play periods and arrival and departure of students from school. Supervisory duties will be covered by other staff except for optional morning recesses.
   1. Certificated staff attending District supported Camp Orkila or Mountain School will receive a nightly stipend of $100/ per night.

J. FACULTY MEETINGS:
It is strongly recommended that total building faculty meetings occur at least once a month during the teacher work day. When necessary, students may be dismissed early to provide needed time. Teachers shall be encouraged to submit agenda items.

K. The District will provide $350 Per 1.0 FTE certificated staff member for classroom supplies, as approved by the building Principal. This fund is not attached to building dollars.

SECTION 3
STUDENT-TEACHER RATIO

A. RATIOS:
For the purpose of this provision, the following student-teacher ratios are provided and guidelines have been proposed to assist building staffs to compensate for disparate student-teacher ratios:
   1. Grades K-3: When more than 25 FTE students are assigned to a class, each additional student will generate the equivalent of two (2) hours per day of instructional support time (see options in #5) to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied.
   2. Grades 4-6: When more than 28 students are assigned to a class, each additional student will generate the equivalent of two (2) hours per day of aide time (see options in #5) to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied.
   3. Grades 7-12: When more than 31 FTE students are assigned to a class or more than 155 FTE students per day, each individual student will generate the equivalent of two (2) hours per day of aide time to a maximum of one FTE support person. However, if additional hours are generated, the options in number 5 may be applied. For those classes 7-12 the FTE average enrollment for all classes for individual teachers will be considered (see options in #5).

4. Special Education Case Load Limits shall be:
   a. Self-contained life skills classroom at the elementary school shall have a maximum of eight students
   b. Middle/High School self-contained academic classes will have a maximum of fifteen students per period.
c. Self-contained behavior classes will have a maximum of five students.

- IEP caseloads for special education will be considered an overload when both of the following factors are present:
  1. Number of students with IEP's exceeds thirty (30) for preschool-elementary and thirty-five for secondary.
  2. Schedules for direct services, indirect services, evaluations, assessments, planning and required IEP meetings exceed time available in the workweek.

In the event a special education teacher has caseload concerns, he/she will request a meeting with the Special Ed Director, or Superintendent in order to arrive at an acceptable solution. Solutions may include any of the following but are not limited to: equalization of caseloads among staff, assignment of additional staff, adding instructional assistant time and scheduling additional time and compensation for existing staff.

If the District makes modifications to the recommendations made by the IEP and Multi-Disciplinary teams, which are not agreed to by these committees, the District shall assume full liability for such modifications.

5. The superintendent, principal, affected teacher(s), and USVEA representative will meet within five (5) student days of an overload occurrence to determine the most appropriate way to balance the needs of the students and teachers. The following options will be considered insofar as the costs are equivalent to the two (2) hours per day option listed above: (1) full or part time teacher, (2) purchasing equipment and supplies, (3) substitutes, (4) a teacher stipend for extra time and responsibility, or (5) other mutually agreed solutions, and resolution will be reached within ten student days of the overload occurrence. If options 1, 2, 3 are not applicable to the situation, then options 4 and 5 may be explored. Teachers will assist in interviewing and mutually agreeing to hire a para-educator.

6. Guidelines 1, 2, and 3 will apply except for music, which is a traditional large group instruction class. In the case of Elementary Physical Ed. the teacher will not exceed 155 pupils per day. In the case of Middle School/High School Physical Ed. the teacher will not exceed 33 pupils per period. The caseload of a counselor (ESA) will not exceed 700 FTE.

7. It is clearly understood that in the event class loads drop below identified counts, support may be withdrawn.

8. The first district wide student/teacher ratio count of students each school year will be done on the fifth student day with resolution for overloads to be completed by the tenth student day. Payments for overloads begin on the eleventh student day. An additional ten-day grace period will be given at the beginning of the second semester to all high school classes and to all other classes which change their student populace at the semester.

B. LIMIT ON CLASS PREPARATIONS:
The District will make every reasonable effort to limit class preparations to no more than four (4) for each unit member.

C. EQUALIZATION OF WORKLOAD:
The workload among comparable positions shall be equalized and balance shall also be maintained among all positions whenever possible.

D. CHANGES INVOLVING TEACHER TIME:
Any change in the student evaluation or record keeping system which requires additional teacher time will not be implemented without prior consultation with the USVEA.
E. Full time special education teachers will have a case load management period built into the day. Additional release days may be granted upon request to special director.

F. Special education teachers are not responsible for testing students for the highly capable program.

SECTION 4
CLASSROOM VISITATION
Non-school connected personnel shall not visit classrooms without prior approval of the administration. Unless the administrator or his designee accompanies such visitors, the teacher shall be notified in advance of the visit as to the identity of the visitor and the purpose of the visit, and shall be afforded an opportunity to consult with such visitor before or after such visitation. Large groups of visitors will be permitted to visit classrooms:
1. Only after the teacher(s) and administration have had an opportunity to consult with respect to the best time for such visit, or;
2. If time for consultation is not practical, only after advance notification to the teacher(s).

SECTION 5
PARENT AND VISITOR CONFERENCES
Conferences with visitors and parents shall be scheduled through the administrative offices after consultation with and 24 hours notification to the employee.

SECTION 6
EMPLOYEE FACILITIES
A. Unit members can expect adequate facilities and equipment to allow them to implement a quality educational program in their respective assignments.

B. Through a collaborative process between administration and certificated staff, at a mutually agreed upon day, building budget allocations will be discussed to equitably distribute funds. The final decision regarding the funding allocation for programs, departments, and classroom budgets may be made by the building Principal after the building budget meeting and will be determined by a mutually agreed upon date.

SECTION 7
SAFE WORKING CONDITIONS
Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks or be in attendance under conditions which unreasonably endanger their health, safety or well-being. Said condition shall be immediately reported to the building administrator. The number of students assigned will not exceed the number of available work stations.

SECTION 8
INSTRUCTIONAL SUPPORT
Auxiliary personnel employed to assist teachers shall perform services outlined by the District and be under the supervision of certificated staff. When instructional support are to be hired, affected staff will be consulted during the interview process. Teachers shall be notified with respect to any job responsibilities they may have relative to supervision of any non-certificated personnel, and provided with any policies, rules, regulations or District practices related thereto. The evaluation of support personnel shall be the responsibility of the building principal. The supervising teacher may give input to the evaluation.

SECTION 9
SELECTION OF
A. PROFESSIONAL STAFF RECOMMENDATIONS:
The professional staff of the school district shall prepare proposed student reading lists and evaluate and select instructional materials proposed to appear in classroom collections, school libraries, and the instructional materials center(s), and shall submit its recommendation to the Superintendent. The Superintendent shall consider the recommendations of the staff and submit them to the Board for selection.

B. DEFINITION OF INSTRUCTIONAL MATERIALS:
Instructional materials include all materials used by teachers and students to implement the educational program. Examples include charts, maps, globes, models, textbooks, library books, and classroom collections in any printed form, films, filmstrips, disc recordings, tape recordings, pamphlets, and periodicals.

SECTION 10
AFTER SCHOOL SUPERVISION
Teachers will not be expected to supervise students beyond the contracted day unless contractually authorized to do so under supplemental contract, but shall be responsible only to report the presence of unsupervised students to the office or to prevent damage to persons or property occurring in the employees' presence.

SECTION 11
USE OF SCHOOL CAR(S)
Teachers shall be entitled to the use of a school car while conducting school business whenever it is, in the sole exclusive judgment of the administration, available. A District fuel card will be provided when the teacher takes the school car outside Skagit County. The administration shall have authority to deny use of any school car to an employee after the employee has been convicted of or forfeited bail on a charge of negligent or reckless driving or any offense or series of offenses which would upon conviction result in suspension or revocation of a driver's license. For the purpose of this section deferred prosecution shall be equivalent to conviction.

SECTION 12
EMERGENCY CONDITIONS
Certificated employees shall not be required to use their own cars for school business. They may do so voluntarily only with the advance approval of the proper school administrator or his designee.

SECTION 13
LAYOFF AND RECALL
If because of insufficient revenue it is necessary to reduce the size of the certificated staff, those employees whose contracts will not be renewed, based specifically upon the amount of money not available, will be selected by using the following procedure:

A. EDUCATIONAL PROGRAM OR SERVICE:
In the establishment of the educational program to be implemented with a reduced force, within time limits available, the Association shall have the right to present to the Board for its consideration the Association's position on the program needs based upon requirements for accreditation.

B. CATEGORY: The district shall establish a single K-12 category. The district will make available to members a seniority list by February 1 of the current school year. Members shall have until March 1 of the same year to communicate in writing to the district office any changes to the list. Within five working days, a final list will be published and distributed.
The following criteria (in this order) will determine placement on the seniority list:
1. Years of Washington state service.
2. Years of Concrete School District service.
3. Total years of service.
4. Highest degree earned (including National Board Certification).
5. Most credits/clock hours earned.
6. If a tie exists, the District and USVEA agree to meet to conduct an objective coin flip.

C. PROCESS:
When more than one employee is qualified for an available position in accordance with Section 14. B above selection for retention shall be based upon the following:

1. The senior employee member(s) shall be recommended for retention based upon years of certified service within the public schools of the State of Washington, including paid leaves of absence within the Concrete School District.
2. When more than one employee qualifies for a particular position under the criteria listed above, the certified employee(s) with the most seniority within the District will have the preference.
3. When more than one employee qualifies for a particular position under the criteria listed in Section 14.B above, the certified employee(s) with the most number of credits/clock hours beyond the Bachelor's Degree, as recorded in the Superintendent’s Office as of March 1 of the school year preceding the anticipated reduction, will have preference.
4. In the event that ties still exist, the employees to be retained shall be determined by drawing lots among the employees that tie. Said drawing shall be scheduled at time and place mutually acceptable to the Association and the District and shall be conducted by a mutually acceptable third party. Employees involved shall be notified in writing of the time and place of the drawings, at least forty-eight (48) hours prior to the time of the drawing.

D. TERMINATION AND REHIRING:
1. Prior to May 15 immediately preceding the school year in which the reduction in force will take effect, the employees to be terminated, if any, shall be identified by the Superintendent and their names submitted to the Board for approval and action as required by law to carry into effect such termination.

2. The Board shall review the recommendation of the Superintendent and take such action as may be necessary and notice shall be given to employees as required by law.

3. All employees whose contracts are not renewed will be placed in a district employment pool. After the initial staffing for the year in which reduction in certificated staff size is to occur, all vacancies will be filled from the employment pool using the same criteria for rehire as used for layoff in reverse order. The term "vacancy" shall be liberally construed and shall include all positions not filled in the initial staffing that may become available for any reasons. All employees remaining in the employment pool shall be considered as applicants for all such vacancies and all vacancies shall be filled according to the above criteria. Employment notification shall be made by certified mail. Employees shall provide the personnel office in writing their current mailing addresses.

All employees will be retained in the District employment pool until August 31 of the second calendar year following their RIF and will be placed with preference on the substitute teachers list for the following school year. The RIF pool can be extended to three (3) years with notification to the superintendent.

Final action to terminate any contract shall be taken under statutes as may exist from time to time.

4. If, following the implementation of the entire procedure, it is determined that sufficient funds are available to reinstate employees non-renewed as a result of the District’s actions required within time limits prescribed by statute, said employees shall be reinstated, to the extent funds are available prior to the beginning of the ensuing school year.
E. BOARD'S RIGHT TO REASSIGN:
Nothing in this contract section shall be construed to limit the Board's right, if said right exists, to reassign Administrative personnel to teaching positions for placement in categories and ranking pursuant to Paragraph B, C, and D above.

SECTION 14
STUDENT
TEACHERS

A. NOTIFICATION:
Prospective supervising teachers will be given adequate prior notification of a student teacher's request to student teach in the classroom. No student teacher will be assigned without the supervising teacher's approval.

B. USE AS SUBSTITUTE TEACHERS:
Student teachers will not be used as substitute teachers.
ARTICLE VIII - EVALUATIONS

SECTION 1 PURPOSE OF EVALUATION
The primary objective of staff evaluation shall be to provide a quality program of educational experience for students. In addition, the evaluation procedures set forth herein shall provide for a positive attitude to be maintained by all parties toward the development and improvement of employee performance. While meeting the intent of laws, the district will provide a written record of personnel proficiency and a position base for making personnel decisions.

SECTION 2 INTRODUCTION
All certificated personnel in the Concrete School District shall be evaluated by the building principal, or his/her designee, in whose building the staff member is assigned for instruction or supportive educational services.

SECTION 3 GENERAL
Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein, except leave replacement employees as referred to and defined in RCW 28A.405.100.

Employees will be evaluated by the administrator/designee using comprehensive or focused evaluation. Employees who have completed three (3) years of Comprehensive evaluations and score proficient or higher, and have been moved to the Focused evaluation will carry the score forward from their Comprehensive evaluation. It is understood that employees are entitled to have a representative or peer consultant attend any or all conferences held with the Principal/designee.

SECTION 4 RESPONSIBILITY FOR EMPLOYEE EVALUATIONS
A. The building principal or his/her designee consistent with the agreement and the state statutes shall evaluate each certificated employee. No member of the bargaining unit shall have the responsibility of evaluation of other members of the bargaining unit. An employee assigned to more than one school shall be evaluated by the principal of each school, but one prime evaluator will prepare the evaluation reports in accordance with the procedures contained herein. The prime evaluator shall be identified on or before October 1.

B. The principal or other supervisor may designate another evaluator to assist in the observation and evaluation process, provided said other evaluator is not a member of the bargaining unit. Employees shall be notified by October 1 as to which administrator will be responsible for their annual evaluation.

SECTION 5 CONDUCTING ANNUAL EVALUATIONS
A. Each employee shall be evaluated in accordance with the criteria appropriate to the employee’s primary assignment. Criteria and possible indicators are identified in appendices. The eight descriptors include: Expectations, Instruction, Differentiation, Content Knowledge, Learning Environment, Assessment, Family and Community and Profession Practice. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee’s position. Evaluation forms are identified in the appendices and/or the eVal tool.

B. Each employee shall be observed within the performance of their assignment duties a minimum of two (2) times per year for a total observation time of not less than sixty (60) minutes. Also see Teacher Evaluation Transitional terms #7.

C. Observation notes shall reflect the conditions of the classroom, including facilities, makeup of the children in the class, class size, instructional
materials and other factors that may impact the teaching and learning during this time.

D. One formal observation shall be conducted for a period of not less than 30 continuous minutes.

E. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period (RCW 28A.405.100)

F. Following each observation or series of observations, the principal or other evaluator shall document the results of the observation in writing and shall provide the employee with a copy thereof within three days after such report is prepared. (RCW 28A.405.100)

G. Prior to conducting one (1) formal observation, the building principal or designee shall schedule a pre-observation meeting with the employee for the following purpose:

1. Review and explain the observation document, the final evaluation form, its criteria and procedures
2. Review with the employee the lesson to be observed, its objectives and areas identified by employee to be specifically observed for feedback.
3. Establish a date for the observation
4. Review classroom data, reports, assessments, grade books and other evidence of the job performance of the employee.

H. The pre-observation conference may be waived by mutual consent.

I. One post-observation conference will be held with the employee following a formal observation by the principal or his/her designee during the school year. Each employee, upon request, shall have the right to a post-observation conference with the evaluator within a reasonable time following the receipt by the employee of any observation notes.

J. Informal observations may be conducted by the evaluator and used to assist in writing the annual employee evaluation. Feedback may be provided using the Observation Summary form.

K. Each employee shall sign the observation and evaluation forms to indicate receipt. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents. The employee may attach any written comments to the final annual evaluation report within one calendar week of receiving the report.

L. Employees who have three consecutive years of proficient Comprehensive evaluations in the Concrete School District shall be given the option of the Professional Growth Option (PGO) for one year with an agreement of their Principal. The employee’s score on their Comprehensive evaluation shall be used for the PGO year.

M. Employees shall have the benefit of an annual evaluation conference with their building principal/evaluator after completion of the evaluation but prior to the first week June.

N. Provisional employees shall be evaluated consistent with RCW 28A.405.100, RCW 28A.405.210 and RCW 28A.405.220.

O. Employees will be notified by December 15th as the deadline for moving a teacher from a Focused evaluation to a Comprehensive evaluation within the current school year.

P. The evaluation scale shall be as follows:

"U" Unsatisfactory level
"BAS" Basic level
"PRO" Proficient level
"DIS" Distinguished level

Due to the number of criterion and indicators, specific definitions for these scores vary based on the scoring rubrics for each criterion.
SECTION 6
PROBATION

A. Any time after October 15th and before February 1st, an employee whose work is judged unsatisfactory based on the criteria identified shall be notified in writing of the specific area(s) of deficiencies along with a reasonable program for improvement.

B. Two observations must occur prior to the October 15th deadline before an employee can be placed on probation.

C. During the probation period, the employee may not be transferred from the supervision of the original supervisor. Nothing herein, requires a Provisional employee to be placed on probation prior to non-renewal.

D. In the event a principal or evaluator determines, on the basis of the evaluative criteria (refer to appendices), that the performance of an employee is unsatisfactory, the supervisor shall report that same in writing to the Superintendent on or before January 20. The report shall include the following:
   1. An evaluation report containing observation dates and evidence taken during the observations.
   2. A recommended specific and reasonable program designed to assist the employee in improving performance.

E. At or about the time of the delivery of a probationary letter to the superintendent, the principal/evaluator shall hold a personal conference with the employee to discuss performance deficiencies and the remedial measures to be taken. The affected employee may bring an association representative to this conference.

F. A copy of the report submitted to the Superintendent shall be submitted to the employee and one to the USVEA if requested by the employee.

G. If the affected employee disagrees with or questions any statement contained in the above report, that teacher may, within five (5) days after receipt of the evaluation report, submit a detailed statement to the Superintendent.

SECTION 7
PROBATION PERIOD

A. If the superintendent concurs with the supervisor’s judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee on probationary status at any time after October 15th a period of sixty (60) school days. The employee shall be given written notice of the action of the superintendent, which shall contain:
   1. Specific area(s) of performance deficiency
   2. A suggested specific and reasonable program for improvement
   3. A statement indicating the duration of the probationary and whose purpose is to provide the employee an opportunity to demonstrate consistent improvement.

B. During the probationary period, the evaluator shall meet with the employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee (RCW 28A.405.100)

C. The evaluator shall observe the employee at least twice a month and document such observations. Written reports shall be provided to the employee following each observation in a post conference held within five days of the observation. Upon completion of the conference, the affected employee shall sign the evaluation form, only to indicate his/her awareness of the comments and summary statements made by the evaluator. Such signature shall not necessarily mean agreement with the results.

D. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal/evaluator in those area(s) specifically detailed in the notice of probation.
SECTION 8
POST PROBATION

A. Unless the affected probationary employee has been previously removed, the principal/evaluator shall submit a written report to the superintendent at the end of the probationary period. Such a report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations:

1. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status.
2. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify removal of the probationary status if accompanied by a letter identifying the area(s) where further improvement is required.
3. That the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the employee.

B. A copy of the post-probationary letter from the principal/evaluator to the superintendent shall also be provided to the affected employee.

C. Following review, the superintendent shall determine which of the alternative courses of action to implement and take appropriate action to implement such decision.

D. In the event the superintendent determines that the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency, the superintendent shall make a determination of probable cause for non-renewal of the employee’s contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210 and RCW 28A.405.100.

SECTION 9
RELATIONSHIP TO GRIEVANCE PROCEDURE

Grievances relative to evaluation and/or probation shall be considered appropriate only as they relate to procedural questions, PROVIDED that the grievance alleging the evaluator’s judgment about the employee’s performance was arbitrary and capricious may be considered under the grievance procedures. If a grievance is filed with respect to the propriety of any probationary action, the probation shall continue unless a determination is made through the grievance procedure terminating the probation prior to the completion of the probationary action.
ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1
DEFINITIONS
The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Recognized Employee Organization and of individual certificated employees of the Concrete School District.

1. DEFINITIONS, as used in this statement
   a. Grievances are of two classes:
      1. A dispute concerning the interpretation or application of the terms of this agreement;
      2. A dispute by an employee that an existing District policy, regulation or rule has been misinterpreted, misapplied, or applied arbitrarily or capriciously by the District.
   b. "Grievant" means the Upper Skagit Valley Education Association or an employee of the District having a grievance.

SECTION 2
GENERAL CONDITIONS
A. TIME LIMITS:
The adjustment of grievances shall be accomplished as rapidly as is possible and to that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom his grievance is being considered. To the extent that the time limits are expressed in days, they shall consist of all calendar days so that the grievance may be adjusted before the close of the school year, or as soon thereafter as possible.

B. REPRESENTATION:
At each formal step in the procedure the grievant may be represented by a representative of the Upper Skagit Valley Education Association, however, the organization shall not be obligated to represent any grievant at any step of the procedure and whether it does shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his/ her own choice and without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of any agreement between the District and the Association, or with existing District policy, or with established District practice,

PROVIDED, that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.

C. CONFIDENTIALITY:
All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any employee or director of the District. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant’s personnel file and two years after the adjustment of his grievance shall be destroyed. If the grievant so requests, in writing, a record of the final adjustment of his grievance may be placed in his personnel file.

D. FREEDOM FROM REPRISAL:
Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the grievance adjusting process.
E. ASSISTANCE IN INVESTIGATION:
During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish to it such information reasonably germane to the grievance as the Association may request.

F. RELEASE FROM DUTY:
If attendance at meetings, hearings, appeals, or other proceedings relating to the grievance adjustment process, as set forth in Article V., whether as a grievant, a witness, a representative of the Association, or otherwise, requires a certificated employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

SECTION 3
PROCEDURES

STEP 1:
Every effort shall be made to resolve grievances through free and informal communication between the grievant and his immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment to the grievance, grievant may proceed to STEP 2.

STEP 2:
The grievant, or at his request the Association on his behalf, may submit an executed Grievance Review request form to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within seven (7) days after receipt of the form. The grievant, his immediate supervisor, and a representative of the Association, unless the Association waives its right to have its representative present shall attend the meeting. In addition, both the supervisor and the grievant may have present others who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable adjustment of the grievance. The supervisor shall provide the grievant and the Association with a written response to the Grievance Review within seven (7) calendar days after the meetings.

STEP 3:
If the grievance is not adjusted at Step 2 to the satisfaction of the grievant, then the grievant, or at his request the Association acting on his behalf, may refer the grievance to the Superintendent no later than ten (10) calendar days after receiving it's written response in step 2. The Superintendent shall arrange to meet with the grievant and with representative(s) of the Association unless the Association waives its right to have representative(s) attend the meeting, within ten (10) calendar days after the grievance has been referred to him. Both the Superintendent and the grievant may have others present who might contribute to an acceptable adjustment of the grievance. The Superintendent shall provide his written decision concerning the grievance and any adjustment of it to the grievant and the Association within ten (10) calendar days after the meeting.

STEP 4:
A. If the grievance does not involve the interpretation or application of the terms of the Agreement, and if the grievant is not satisfied with the disposition of his grievance at Step 3; or if the Superintendent has not provided a written decision within the time prescribed in Step 3; then the grievant, or at his request the Association acting on his behalf, may request a meeting with the Board. If a request for a meeting with the Board is not delivered to the Superintendent within thirty (30) calendar days after the meeting prescribed in Step 3 is held, the grievance shall be deemed withdrawn. The Board or hearing officer appointed by it shall meet within ten (10) calendar days after a written request for meeting with the grievant and/or with representative(s) of the Association, unless the Association waives the right to have representative(s) attend such meeting, and within twenty (20) calendar days after such meeting, the Board or its hearing officer shall render a written decision respecting the grievance, which shall be binding, subject to appeal rights granted under RCW 28A.88.010.
B. Binding Arbitration:

1. If the grievance involves the interpretation, or application of any of the provisions of this contract, and if the grievant is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within ten (10) calendar days after he has first met with the Superintendent, the grievant may, within seven (7) calendar days after a decision by the Superintendent or fifteen calendar days after he has first met with the Superintendent, whichever is sooner, request in writing that the grievance be submitted to arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

2. Within ten (10) calendar days after such written notice, the Association shall submit a request for a list of arbitrators from the Public Employment Relations Commission.

The parties will be bound by the rules and procedures of the Public Employment Relations Commission.

3. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly. The arbitrator’s decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Contract. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

4. 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 solely by the party deemed by the arbitrator to have lost the arbitration. In his award the arbitrator will stipulate which of the parties is solely responsible for the above referenced costs.

SECTION 4. DEVIATION FROM PROCEDURE

By agreement of the grievant and the Superintendent, the procedure under Section 3, Step 2 or Step 3, may be bypassed and the grievance initiated at the next step level. Grievances involving the Association and the administrator above the level of building principal may be initiated at Step 3 at the sole option of the grievant.

SECTION 5. EXCLUSION OF CERTAIN MATTERS

Matters for which another method of review is required by law shall be excluded from this grievance procedure.

Grievances must be submitted within thirty (30) days after the occurrence of the event or condition forming the basis of the claimed grievances or such grievances shall be deemed waived.
DURATION

This Agreement shall be effective as of September 4, 2018, and shall continue in effect until the thirty-first (31st) day of August, 2020. Negotiations between the parties on a successor agreement shall begin at one hundred fifty (150) days prior to the contract expiration date. Each negotiations team may bring up to three (3) items of interest per calendar year for collaborative negotiations.

UPPER SKAGIT VALLEY EDUCATION ASSOCIATION

BY:  
Mr. William Howard, President

DATE:  24 Oct 2018

CONCRETE SCHOOL DISTRICT

BY:  
Mr. Wayne Barrett, Superintendent

DATE:  10-30-18
APPENDIX 1
Personnel File Inventory Form

INVENTORY OF PERSONNEL FILE

(Identify by item, date of item, and signature, if any)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

Dated this _________________ day of _____________________________, 20_____

____________________________________  ________________________________
EMPLOYEE                      WITNESS

____________________________________
PERSONNEL DIRECTOR OR SUPERINTENDENT
APPENDIX 2
Standard Certificated Employee Contract

CONCRETE SCHOOL DISTRICT #11
STANDARD CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Concrete School District No. 11 of Skagit County, Washington, hereinafter referred to as the "District", and __________________________________________, hereinafter referred to as the "Employee", that said Employee shall perform assigned professional service as __________________________________ in the public schools of said District and perform such duties as are prescribed by the laws of the State of Washington and by policies, rules and regulations of the said District. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute, and the agreement below referenced.

Said employee is for the 20____ - 20____ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than ___________ days of service inclusive of four district-directed professional development days, exclusive of holidays and authorized vacations.

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

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

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

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

BY ORDER OF THE BOARD OF DIRECTORS

Employee's Signature  Superintendent-Secretary of the Board

Date Signed  Date Received in Superintendent's Office

Contracts are issued in triplicate. Sign and return the original and first copy to the Superintendent's Office and retain the employee copy.
APPENDIX 3
Provisional Certificated Employee Contract

CONCRETE SCHOOL DISTRICT #11
PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of the Concrete School District #11, of Skagit County, Washington, hereinafter referred to as the "District", and ________________________, hereinafter referred to as the "Provisional Employee", that the Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform professional services as ______________________ in the public schools of the 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 said District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the superintendent of schools of said District subject to the limitations specified, by statute and the agreement below referenced.

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

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

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

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

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the __________ day of __________, 20___.

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If it is not signed by the Provisional Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a counter-offer by the Provisional Employee.

BY ORDER OF THE BOARD OF DIRECTORS

Employee's Signature

Superintendent-Secretary of the Board

Date Signed

Date Received in Superintendent's Office

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

As of the date hereof the District and the Upper Skagit Valley Education Association (the "Association") are engaged in negotiations for the _____________ school year and the Board of Directors has not adopted final certificated employee salary schedules and other applicable employment terms for the _____________ school year.

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

Further it is understood that the signing of this contract is not an abrogation of any rights granted by statute, either to the individual employee or the Association.
## APPENDIX 5
### Certificated Staff Salary Schedule 2018-2020

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## APPENDIX 6
### Activity Schedule

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Perpetual Calendar
USVEA and Concrete School District #11

1. If Labor Day falls on the 1st, 2nd, or 3rd of September students would start school on the Wednesday after Labor Day. If Labor Day falls on the 4th, 5th, 6th or 7th of September students would start on the Wednesday before Labor Day.

2. First teacher day will be agreed upon each year with the district and USVEA as per adopted calendar.

3. The Back to School Night will be set by the individual buildings.

4. Veteran’s Day – Non-contract day.

5. Thanksgiving Vacation – Wednesday thru Friday – Non-contract day.

6. Winter Break – Two weeks in length, inclusive of December 23rd and January 1st.

7. Martin Luther King Jr. Day – Third Wednesday in January is a non-contracted day.

8. End of each will be a district wide early release day for grading and conferences.

9. President’s Day – Non-contracted day in February.

10. Spring Break - Five consecutive non-contract days.

11. Memorial Day-Non contract day.

12. Ending date- Sufficient days to equal 180 student days unless a state waiver is obtained.

13. A total of eight (8) contracted half days will be set annually as per contract for parent conference and and/or grading.

14. A minimum of one snow day per year will be built into the calendar.

15. Make up days will be added on to the end of the school year if needed.

16. The last day of school will be two hours, so long as the district is meeting the minimum instructional hours set by the state.

Revised 2007; Revised 2010; Revised 2012; Revised 2014; 2018
Supplemental Contract for Professional Learning

Concrete School District and Upper Skagit Valley Education Association

This supplemental contract is for the 2018-19 school year. Concrete School District (hereinafter “District”) will pay _______________ (hereinafter “Employee”) the sum of one thousand dollars ($1,000) pro-rated to the individual’s FTE.

This stipend is for the employee, using his/her professional judgement, to select opportunities to enrich his/her professional practice (RCW 28A.415.430) and implement those strategies within the school. Employees are asked to identify a professional learning goal during their pre-evaluation conference with the supervisor. The enrichment opportunity must relate to the professional learning goal. This stipend is to be paid over 12 monthly installments in addition to regular monthly pay.

________________________________________  ______________________
Employee                          Date

Concrete School District

By ________________________________  ______________________
Wayne Barrett, Superintendent                          Date
CONCRETE SCHOOL DISTRICT NO. 11

EXTENDED EMPLOYMENT CONTRACT BETWEEN

1. Concrete School District #11, Skagit County, (Party of the first Part), and

2. ________________ (Party of the second Part), affecting the contract year ____________. The School District agrees to compensate ________________ as specified below.

(Describe in full. Give specific instruction, including a statement of duties, the ends to be achieved and amount of time to be spent.)

For additional responsibilities beyond the contracted Basic education work year and work day. $______________

Failure to submit the Responsibilities Worksheet to the District Office, complete with signatures, no later than the last Friday of May, 2004 may result in a recapture of compensation paid to the employee.

AGREED:

1. ____________________________________________
   Superintendent Date
   Concrete School District #11

2. ________________________________
   Employee Date
   Address
   City State Zip
   Telephone Number
Teacher Evaluation Transition TPEP Memorandum of Agreement

The Concrete School District and USVEA agree to the following evaluation transition plans as required by RCW 28A.405.100 (7) (c).

1. All Concrete School District classroom teachers shall be evaluated by a trained administrator in 5D+ CEL Instructional Frameworks with the current TPEP language as outlined in WAC 392.191A.

2. Transition to the TPEP comprehensive evaluation will be through the district TPEP Transitional Schedule in conjunction w/Article VIII of the Collective Bargaining Association.

3. The focused evaluation referenced above shall include an assessment of one of the eight comprehensive evaluation criteria; this assessment will result in a performance rating. Focused will also include the student growth components from criteria 3 or 6; the criterion will be selected by certificated staff. Individual teachers may use their professional development funds in support of this process.

4. In 2013-14 and annually thereafter, the District and Association shall collaborate on a plan to provide substantive training related to the new evaluation system for each TPEP comprehensive and focused evaluation teacher cohort.

5. For the purposes of this agreement, the terms “classroom teacher”, “comprehensive evaluation”, and “focused evaluation” shall have the same definitions and meanings as provided in RCW 28A.405.100 and Chapter WAC 392-191. The parties agree "classroom teacher" excludes the school counselor who shall be evaluated in accordance with the Appendix 12 and corresponding Educational Staff Associate Performance Evaluation.

6. During this contract the district will continue to work with USVEA on changes to evaluation language from OSPI and the legislator as needed. Topics to be addressed in negotiations include but are not limited to:
   - Criterion Scoring Methodology
   - Student Growth Inquiry and Goals
   - Evidence and Artifacts
   - Tools and Forms
     - eVal and forms developed in collaboration with administration and USVEA
   - Professional Development, Leadership and Time
   - Legal Responsibilities and Compliance

7. The comprehensive and focused evaluations referenced above shall be conducted in accordance with the statutory requirements in RCW 28A.405.100.
Teacher Evaluation Transitional Terms

The evaluation process used for classroom teachers shall be conducted in accordance with the requirements of RCW 28A.405.100 and WAC 392-191a. In addition, the process shall include the following:

1. Preliminary TPEP Staff Collaboration: During a Building-directed day prior to the beginning of the school year a staff meeting shall occur to discuss and collaborate on the development of TPEP goals. Building principals will provide TPEP timelines to staff with due dates on the teacher’s first day.

2. Student Growth Responsibilities
   a. Each teacher will be responsible for establishing their individual student growth goals Criterion 6, subject areas for goals, size and makeup of Criterion 3 sub-group.
   b. Student growth goals will be based on each teacher’s current year class, i.e. growth will not be measured against prior year student cohorts or grade-band student cohorts.
   c. Student growth will be measured based on the assessments selected by each teacher’s appropriate subject and student growth goals.

3. Evidence and Artifacts
   a. Collaborative meetings with the teacher and administrator will determine appropriate evidence and artifacts germane to subject area and observations.

4. State Evaluation Criteria: Classroom teachers will be evaluated on the state evaluation criteria listed below.
   1. Centering instruction on high expectations for student achievement. ( Descriptor: Expectations)
   2. Demonstrating effective teaching practices. ( Descriptor: Instruction)
   3. Recognizing individual student learning needs and developing strategies to address those needs. ( Descriptor: Differentiation)
   4. Providing clear and intentional focus on subject matter content and curriculum. ( Descriptor: Content Knowledge)
   5. Fostering and managing a safe, positive learning environment. ( Descriptor: Learning Environment)
   6. Using multiple data elements to modify instruction and improve student learning. ( Descriptor: Assessment)
   7. Communicating and collaborating with parents and the school community. ( Descriptor: Families and Community)
   8. Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning. ( Descriptor: Professional Practice)

5. Prior to the First Observation:
   a. The teacher shall develop and draft student growth goals and share them with his or her evaluator.
   b. The teacher may collect and prepare artifacts of professional performance to be initially considered by the evaluator. (ex: professional conversation)
c. The teacher and evaluator shall meet to discuss the student growth goals, content, objectives, strategies of the lesson and the class to be observed in the first observation with any additional supporting evidence.

6. **Scheduled Observations:** After each observation, the evaluator shall promptly document and share the results with the teacher within three school days. A post-observation meeting to discuss the results of each observation may be held or cancelled upon mutual agreement of the teacher and the evaluator. Unless the evaluator sees an area that is basic or unsatisfactory this would mandate that a meeting occurs.

   a. Observations are one type of evidence of professional performance relevant to the evaluation criteria.

   i. Each teacher shall be observed formally in the course of professional performance at least two (2) times for a minimum total of sixty (60) minutes.

   ii. Within the sixty (60) minutes required above, new employees shall be observed at least once for a minimum total of thirty (30) minutes during the first ninety (90) calendar days of employment.

   iii. Teachers in the third year of provisional status, *(and teachers in their third year of comprehensive evaluations)* shall be observed at least three (3) times for a minimum total of ninety (90) minutes.

   iv. Pre/post observation meetings should be held in the teacher’s classroom if at all possible.

7. **Post Observation:** The purpose of the post-observation conference is to review the evaluator’s and teacher’s evidence related to the scoring criteria and the instructional framework rubric and to discuss opportunities for growth.

8. **Additional Observations:** *An observation may include activities that take place outside the classroom or school day.* Additional observations may occur as determined necessary by the evaluator or at the request of the teacher. The evaluator shall promptly document and share a report of such observations with the teacher within three school days. Pre- and post-observation conferences for these additional observations are optional at the request of either the teacher or evaluator.

9. **Preliminary Summative Score:** After a minimum of two scheduled observations and prior to a final summative conference, the teacher shall share evidence of student growth in the goal areas set at the beginning of the year and the evaluator shall share a preliminary summative score. The teacher and evaluator shall discuss areas in which the preliminary summative score may be improved as a result of additional evidence and agree on a date by which this evidence will be shared.

10. **Final Summative Score and Conference:** The evaluator shall provide the teacher with a final summative score and meet to discuss this score *between mid-April and the first week of June.* At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. *(See #1)* This analysis will be based on a holistic assessment of the teacher’s performance. *(See #2)* If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

   i. **Preponderance of Evidence:** To indicate clearly and support the importance of all artifacts, observations, conversations that comprise the evaluation process between teachers and designated evaluator of the Concrete School District.
2. Holistic Assessment: To determine the value, significance, or extent of the whole assessment process and its interdependent parts used by teachers to assess growth of students.

11. Support for teachers: Any teacher with more than three (3) years' experience who receives an overall "Basic" rating shall be offered one (1) or more of the following resources to support the teacher’s professional growth:

1. Assigned a mentor;
2. Release time to observe other teachers;
3. Targeted professional development;
4. Clear ideas and strategies on how to reach "Proficient";
5. Any other support mutually determined by the teacher and evaluator.

The Association will be notified of any employees who receives an overall “Basic” rating and the support that was offered.

One (1) or more of these supports may be also offered to other teachers at any time that an evaluator decides to provide specific support for the improvement of the teacher’s performance in one (1) or more criteria. This occurs after teacher/evaluator meeting.

These preliminary terms shall be in effect until the parties complete the work of clarifying through negotiations the existing contract language related to evaluation that shall continue or be superseded by new language.

William Howard USVEA, President

Wayne Barrett, Superintendent, Concrete School District