

I. Administration

A. Definition/Recognition

1. Declaration

In accordance with RCW 41.59, this **negotiated** Agreement is entered into between the Auburn School District Board of Directors and the Auburn Education Association.

2. Definitions

The term 'Board' will mean the Board of Directors of the Auburn School District No. 408.

The term 'District' will mean the Auburn School District No. 408.

The term 'Association' will mean the Auburn Education Association and its agents.

The term 'Employee' will mean contracted employees who are defined in (I.A.3) of this Agreement.

The term 'household' will mean anyone permanently residing in the employee's residence and considered a part of the family.

The term 'Agreement' will mean this negotiated agreement.

'Individual per diem' means the individual's annual base salary divided by **181** (days). 'Individual hourly per diem' means the individual's per diem salary divided by 7 (hours).

'FTE employee' means a full-time equivalent staff member. A full-time equivalent staff member is one who works all work hours (**7.0**) on all contracted work days (**181**) and is designated as a 1.0 FTE. Working fewer hours or fewer days results in a designation less than a 1.0 FTE.

The term 'Learning Improvement Day (LID)' will mean a non-student training day for certificated employees.

1 'AIP' means an Additional Instruction Period and is worked by a full-
2 time staff member who teaches during their planning period or a part-
3 time staff member who teaches an additional period beyond their base
4 contract.

5
6 3. Recognition

7
8 The Board recognizes the Association as the exclusive representative
9 for all non-supervisory certificated employees of the District.

10
11 4. Recognition/Definition of Long-Term Substitutes

12
13 The Board recognizes the Association as the representative of regular
14 substitutes and long-term substitutes. 'Regular substitute' means an
15 employee who temporarily assumes the duties of various absent employees
16 and who has served more than thirty (30) days in the current or
17 immediately preceding school year and who continues to be available for
18 employment. Long-term substitute means an employee who temporarily
19 assumes the duties of an absent employee for more than twenty (20)
20 consecutive days in the current or immediately preceding school year and
21 who continues to be available for employment. Long-term substitutes
22 shall be covered by this agreement other than the language from the
23 following sections: Business II.A, Personnel III.G. Vacancies,
24 Reassignment and Transfer, Leaves V. (except sick or jury duty) and
25 those expressly stated or modified through subsequent letters of
26 agreement. Contract provisions apply only during the term of the
27 assignment.

28
29 5. Representation for New Job Titles

30
31 The Board and the Association will negotiate possible inclusion of new
32 job titles, authorized by the Board subsequent to ratification of this
33 Agreement, in unit representation. Should mutual agreement not be
34 reached, the Association may request determination by the Washington
35 Public Employment Relations Commission.

36
37 B. Management Rights Clause

38
39 The Association recognizes the Board as the elected representative of
40 the constituents of the District and recognizes its legal
41 responsibilities in connection with the operation of the District
42 through its appointed superintendent and staff. It is the intention of

1 the parties hereto that all rights, powers, prerogatives, duties, and
2 authority which the said Board now has or had prior to the signing of
3 this Agreement are retained by the Board except for those which are
4 specifically abridged or modified by this Agreement. Such abridgments
5 or modifications will be to the extent specifically set forth in this
6 Agreement and such abridgments or modifications are to be strictly
7 construed.

8
9 C. Status of Agreement

10
11 Where there is a conflict between this Agreement and any resolution,
12 rule, policy, or regulation of this District, the terms of this
13 Agreement shall prevail. If any provision of an individual employee
14 contract is inconsistent with this Agreement, then this Agreement shall
15 be controlling. Modifications of this Agreement will be written and
16 signed by both parties.

17
18 D. Conformity to Law Saving Clause

19
20 If any provision of this Agreement or any application of this Agreement
21 is found contrary to law, then such provision or application will not be
22 deemed valid and subsisting except to the extent permitted by law. All
23 other provisions will continue in full force and effect to the extent
24 permitted by law.

25
26 E. Contracts/Resignation

27
28 1. Length of Contract

29
30 The length of employee contract for a full time equivalent employee is
31 180 student contact days plus 1 learning improvement day. The student
32 contact days and learning improvement days are noted on the calendars
33 for the next **three** years which ends with the **2011-2012** school year.
34 These calendars appear in the appendix.

35
36 2. Separation, Resignation

37
38 Resignations will be received by the superintendent or designee on or
39 before May 15, and will be acceptable after that date, provided a
40 replacement satisfactory to the District can be obtained.

1 3. Learning Improvement Days

2
3 **The Association and the District agree to meet—annually to discuss LID**
4 **plans for the subsequent year. To facilitate planning, these**
5 **discussions will conclude no later than May 1 of the year preceding the**
6 **LID days.**

7
8 4. Individual Employee's Contract

9
10 **The District, in conformity with Washington State Law and State Board of**
11 **Education regulations and the Collective Bargaining Agreement, will**
12 **provide each Employee a contract with assignment indicated therein and**
13 **an informational copy of the individual's contract will be retained by**
14 **the Employee.**

15
16 5. Replacement Contracts

17
18 **Certificated Employees hired by the District to replace specific regular**
19 **Employees who have been granted leave shall be contracted not to exceed**
20 **one (1) year in accordance with RCW 28A.405.900. Such Employees will be**
21 **considered for available positions for which they are qualified by**
22 **certification and experience, provided the Employee has submitted a**
23 **letter of application consistent with the requirements of the position**
24 **open notice and has on file with the district human resources office**
25 **current and complete professional credentials. This section will in no**
26 **way limit the District's ability to fill any position with that**
27 **applicant who best satisfies the characteristics and requirements of the**
28 **available position. By December 1, the District shall make available to**
29 **the Association a list including the names of individuals on leave and**
30 **the names of individuals holding replacement contracts in place of those**
31 **on leave. **Employees hired after August 31, will be offered a replacement****
32 **contract.**

33
34 6. Additional Instruction Period Contracts

35
36 **a. Full-time staff members who are offered the opportunity to teach an**
37 **additional teaching period for the semester/year will be compensated**
38 **via a Supplemental Contract.**

39
40 **b. Part-time staff members who are offered the opportunity to add an**
41 **additional teaching period for the semester/year beyond their base**
42 **contract will be compensated via a Replacement Contract.**

1
2 c. **Additional Instruction Period contracts are not guaranteed beyond the**
3 **current school year in which it was signed.**

4
5 d. **Employee benefits will be made available to part-time staff members**
6 **who teach an Additional Instruction Period. Full-time staff members**
7 **employee benefits will not change.**

8
9 **7. Additional Compensation**

10
11 Optional, extended days, **and additional supplemental stipends** will be
12 compensated at the individual Employee's per diem rate of pay and listed
13 on a supplemental contract.

14
15 a. District Designated Time

16
17 District designated time will total 38.5 hours per diem. The
18 allocated hours are as follows:

19

HOURS	ACTIVITY	PAPERWORK
3.5	Dist./Bldg. Meetings	Sign-in sheet
7.0	Elementary: Report Card/ Conference Prep	Sign-in sheets/ individual
	Secondary Grading Day	documentation
21.0	Building Determined Days	Sign-in sheets/ individual
		documentation
7.0	Individual Determined Day (Occurs immediately after Labor Day)	Sign-in sheets/ individual
		documentation

30

31
32 **District Designated Hours are prorated based upon an employees FTE**
33 **status. (For example, an employee who has a .5 FTE contract will**
34 **receive 50% of the District Designated Hours and is only responsible**
35 **for .5 of the District Designated Hours).**

36
37 b. Individual Responsibility Contract

38
39 Each employee will receive an Individual Responsibility Contract.
40 Employees who are on Steps 0-6 of the State Allocation Model (SAM)
41 have a TOTAL of **93** Individual Responsibility hours **for the 2009-10**
42 **school year.** Employees who are on Steps 7 and above on the State

1 Allocation Model have a TOTAL of **115.5** Individual Responsibility
2 hours **for the 2009-10 school year**. Individual Responsibility Hours
3 are prorated based upon an employees FTE status. (For example an
4 employee who has a .5 FTE contract will receive 50% of their
5 Individual Responsibility Hours and is only responsible for .5 of the
6 Individual Responsibility Hours.) The Individual Responsibility
7 Contract provides compensation to certified employees for
8 responsibilities not covered in the base contract. Employees are
9 only responsible for those activities that are directly related to
10 their employment.

11
12 **For the 2010-11 school year, the Individual Responsibility Contracts**
13 **of all employees will be increased by a total of 14 hours above the**
14 **hours identified in the above paragraph if the ASD's ending fund**
15 **balance as reported to OSPI is greater than 4.5%. If the ending fund**
16 **balance triggers the ASD to not add these 14 additional hours, then**
17 **the AEA and ASD will meet to negotiate. If negotiations reach**
18 **impasse, both parties agree to binding interest arbitration per**
19 **grievance procedures.**

20
21 Responsibility Contract activities can be documented from August 1
22 through June 30.

23
24 These individual responsibilities are outlined below:

- 25
26 1. Attendance at meetings (i.e., faculty meetings, Open House, grade-
27 level/department meetings).
28 2. Individual professional development (i.e., Impact of School
29 Improvement Plans, ESEA, new adoption curricula, education reform,
30 best practice standards).
31 3. Student assessments.
32 4. Classroom, lesson, and job preparation.
33 5. Parent contacts.

34
35 Each employee is responsible to maintain records in the event of an
36 audit.

37
38 You may choose to apply all or any part of the dollar value for the
39 Individual Responsibility Contract, as described above, to your
40 annual tuition reimbursement allocation. The decision to do so will
41 be made once annually.
42

1 **Refer to Appendix "TRI Compensation."**

2
3 c. Commitment Stipend

4
5 **Each** employee will have the opportunity for a commitment stipend.
6 **Each** employee will be given a commitment stipend according to their
7 placement on the State Allocation Model (SAM). In the 2003-2006
8 Negotiated Agreement, employees who were on Steps 0-6 of the SAM
9 received a commitment stipend of \$100. Employees who were on Steps 7-
10 16 of the SAM received a commitment stipend of 3 per diem days.

11
12 **By the conclusion of the** 2006-2009 negotiated agreement, each
13 employee received **seven (7)** additional days of per diem pay
14 added to the Commitment Stipend.

15
16 **In addition to the above and starting in 2009-10, a longevity**
17 **commitment stipend of \$1,200 will be added to every staff member**
18 **beyond year 16 on the SAM in columns 1-9.**

19
20 Refer to the Appendix for "Commitment Compensation."

21
22 On or before April 1 of each year thereafter, the employee will
23 provide notification to the District of their intentions for the
24 following year.

- 25
26 1. An employee that indicates they intend to continue their
27 employment in Auburn will receive the next year's commitment
28 stipend automatically upon their return to the district.
29
30 2. An employee that notifies the District of their intention to
31 retire will be granted two (2) additional per diem days pay for
32 cleaning out their classrooms by June 30. Payment will be
33 remitted on or before the employee's final paycheck. (This amount
34 is not included on the TRI schedules).

35
36 *Notification by employee of intended commitment to return aids the*
37 *district in establishing staffing priorities.*

38
39 d. Commitment Stipend for New Hires

40
41 Upon being hired in the Auburn School District, each employee will be
42 granted a commitment stipend as identified in Administration I.E.6.c.

1
2 **e. New Educators**

3
4 Provide a stipend, from pay earned, for new educators to the
5 profession on the Tuesday following the first board meeting in
6 September. This stipend (\$600 for a 1.0 FTE and prorated accordingly)
7 will be reduced equally over the remainder of the new educator's
8 contract. Should an educator's contract be paid off before the end
9 of the fiscal year, the final check will be reduced accordingly.

10
11 **f. Experience/Longevity Stipend for Educational Staff Associates (ESA)**

12
13 In recognition for the work experience of ESA staff (including
14 nurses, OT/PT, SLP, and Psychologists) as directly related to the
15 ESA job description; a stipend based upon outside related
16 professional experience not included on the SAM is as follows:

- 17
18 o 1-4 2% of the base column 1, step 0
19 o 5-9 4% of the base column 1, step 0
20 o 10-14 6% of the base column 1, step 0
21 o 15+ 8% of the base column 1, step 0

22
23 ESA staff, described above, will have the ability to move to the top
24 of the stipend scale by adding their years of experience in the
25 Auburn School District to their years of outside related professional
26 experience.

27
28 In the event that the state legislature **partially** funds outside
29 related professional experience for ESA staff, **the District and**
30 **Association will meet to discuss the funding implications.**

31
32 **Additionally,** the Auburn Education Association and the Auburn School
33 District agree to re-open the provision for the stipend at the 15 (+)
34 experience level in the event the state legislature fully funds
35 outside related professional experience for ESA staff.

36
37 **g. Case Study/MDT Meeting**

38
39 **Psychologists, SLP, Counselors, OT, PT's will receive individual per**
40 **diem rate for participating in case study/MDT meetings outside WAC**
41 **time.**
42

1 h. Payment of Supplemental Contract(s)

2
3 An employee's TRI Supplemental Contract is calculated by adding the
4 compensation from the District Designated Time, Individual
5 Responsibility Contract, and the Commitment Stipend. TRI schedules
6 are included in the appendix. **Other** supplemental **contracts** will be
7 paid **monthly** in equal amounts.
8

9 F. Distribution of Agreement

10
11 1. Proofreading

12
13 Prior to final printing of this Agreement, the District and Association
14 mutually agree to meet for the purpose of proofreading the Agreement.
15

16 2. Copies of Agreement

- 17
18 a. The contract shall be available on-line through the district website.
19
20 b. There shall be one (1) hard copy for each Employee who requests one.
21
22 c. There shall be one hundred (100) hard copies for the Association,
23 including one signed copy.
24
25 d. Employees' copies will be distributed after printing of the ratified
26 agreement. New employees will be given a contract upon hire.
27
28 e. All costs of production and distribution of copies, listed above,
29 will be shared equally between the Association and the District.
30
31

32 II. Business

33
34 A. Association Security/Representation Fees

35
36 1. Membership Representation

37
38 All employees, as a condition of employment, must either pay dues or a
39 representation fee in an amount equal to the dues amount as permitted by
40 law subject to certain exceptions as set forth below:

- 41 a. Every member of the bargaining unit in the employ of the District on
42 September 1, 1983, who on that date was a member of the local

1 Association, will thereafter maintain his/her membership in good
2 standing for the life of this Agreement as a condition of employment,
3 subject to the provisions below.

- 4 b. All newly-hired Employees will become members of the Association
5 within thirty (30) calendar days after the first day of service under
6 this Agreement and will thereafter, as a condition of employment,
7 maintain membership in the Association for the life of this
8 Agreement, or alternatively will pay the representation fee. All
9 newly-hired Employees desiring not to be an Association member will
10 file, with district **Human Resources office**, a certified statement
11 declaring the intent not to become a member of the Association.
12 Failure of the Employee to file said notice within thirty (30)
13 calendar days following the first day of service under this Agreement
14 will indicate the Employee's intent to waive the right of exclusion
15 under this Agreement. Such Employee's representation fee shall be
16 100 percent of the amount for dues for the remainder of that school
17 year. Any Employee who was not a member of the Association and was
18 not paying the representation fee as of August 1, 1983, shall not be
19 subject to this provision. Representation fee deductions and
20 membership dues shall be handled and transmitted by the **payroll**
21 office in the same fashion as provided in this Section. Employees
22 may sign and deliver to the Board an assignment of wages form which
23 shall authorize deduction of membership dues required of a member of
24 the Association.

25
26 A certificated Employee, who is a member of the Association and is
27 granted a leave of absence without pay, shall have his/her
28 authorization temporarily suspended during the period of the leave of
29 absence. Such authorization shall be reactivated at the beginning of
30 the year following the leave of absence.

31
32 2. Charitable Organization Deductions

33
34 Any Employee claiming a bona fide religious objection shall notify the
35 Association and the Board of such objection in writing. Pending
36 determination of any bona fide religious objection, the Board agrees to
37 deduct from the salary of the Employee claiming such objection an amount
38 equivalent to representation fee (II.A.1.b.); provided, however, that
39 said moneys shall not be transmitted until such time as the Board is
40 notified that a final determination pursuant to the claim has been made.
41 In the event that it is determined that the Employee does not have a

1 bona fide religious objection, the Board agrees promptly to remit, to
2 the Association, moneys held under this provision.

3
4 In the event that an Employee has been determined to have a bona fide
5 religious objection to the payment of union dues or representation fee,
6 said Employee shall pay an amount equal to the representation fee to a
7 designated charitable organization as heretofore established by RCW
8 41.59.100. Within twenty (20) days of determination of bona fide
9 religious objection, said Employee will sign and deliver to the District
10 **payroll** office an assignment of wages form which shall authorize the
11 deduction of an amount equal to the representation fee. Such amount
12 will be paid in installments as herein above provided, including any
13 deduction made but not previously transmitted. The District shall
14 deduct the representation fee from the pay of the Employee. The
15 District shall transmit all such funds deducted to the Association on a
16 monthly basis.

17
18 The Association will transmit such funds deducted to the designated
19 charitable organization.

20
21 The Association will defend and hold the District harmless against any
22 and all claims, demands, charges, or suits instituted against the
23 District which are based upon or arise out of any action taken by the
24 District in accordance with or arising out of the foregoing provisions.

25
26 B. Strikes

27
28 1. 'No Strike' Clause

29
30 The Association and its members, as individuals or as a group, will not
31 initiate, cause, permit, participate, or join in any strike, work
32 stoppage, slowdown, picketing, or any other restriction of work during
33 the term of this Agreement. Employees in the bargaining unit, while
34 acting in the course of their employment, will not honor any picket line
35 established by the Association or by any other labor organization when
36 called upon to cross such picket line in the line of duty.

37
38 2. Return to Work

39
40 In the event of a strike, work stoppage, slowdown, picketing, observance
41 of a picket line, or other restriction of work, in any form, either on
42 the basis of individual choice or collective Employee conduct, the

1 Association will immediately, upon notification, attempt to secure an
2 immediate and orderly return to work.

3 This obligation and the obligations set forth above will not be affected
4 or limited by the subject/matter involved in the dispute giving rise to
5 such stoppage or interruption. Disciplinary action, including
6 discharge, may be taken by the District against any Employee or
7 Employees engaged in a violation of this provision.
8

9 C. Association Rights and Privileges

10
11 1. Availability of Information
12

13 Consistent with adopted procedures, the District will furnish to
14 officers or authorized members of the Association any and all District
15 information, statistics, and records which are otherwise available as
16 outlined in the public disclosure law. The Association may be asked to
17 reimburse the District at the adopted rate per page for any such
18 information bearing a uniform reproduction fee with the exception of
19 materials supplied to the Association by the District or representatives
20 of the Board for negotiating purposes.
21

22 2. Use of Buildings
23

24 The Association and its Representatives may use District buildings for
25 meetings and may transact official business on school property at
26 reasonable times, provided such building use will not interfere with,
27 nor interrupt, normal school operations. Usage will be by prior
28 arrangement through the principal and/or use of an approved Building Use
29 Permit. Charges for building usage for profit or after the hours of
30 school will be consistent with district 'Use of School Facilities'
31 regulations. The Association will reimburse the District for all loss
32 or damage that ensues from Association use of any District buildings or
33 facilities therein.
34

35 3. Inter-school Mail
36

37 The Association and its Representatives may use District inter-school
38 mail and e-mail services for normal communications with Employees
39 provided such does not result in additional expense to the District.
40 All materials will be labeled as Association materials and bear the name
41 of the Association member originating the communication. Said use is
42 subject to District procedures which will include freedom from

1 censorship by the District. The Association will accept all
2 responsibility for such Association communications transmitted through
3 the inter-school mail or distributed by the Association. The
4 Association will hold harmless, defend, and reimburse the District for
5 any judgment, suit, action, or assessment against the District that
6 result from the District's good faith compliance with this section.
7

8 4. Bulletin Board Space
9

10 a. The District will provide the Association bulletin board space in the
11 faculty room of each school complex and in the Administration Center.
12 Size and location will be at the discretion of the principal or
13 administrator in charge after consultation with the building
14 representatives.
15

16 b. The Association will accept responsibility for all information posted
17 by the Association or building representatives appearing on the space
18 provided. Further, the Association agrees not to post any
19 information(1) not in good taste or (2) in support of any political
20 cause or candidate.
21

22 c. The building representative is responsible for the prompt removal of
23 any notices or bulletins that have served their purpose(s).
24

25 5. Building Association Meetings
26

27 Association building representatives will have the right to call and
28 hold Association meetings in their respective buildings in order to
29 conduct the normal business of the Association and to otherwise
30 communicate with the Employees they represent. Such meetings will be
31 held before or after working hours or on duty-free lunch periods and
32 shall not interrupt the normal operation of the school. Any officer or
33 presidential designee of the Association will have the right to visit
34 District buildings after notification to the principal and may confer
35 with individual Employees during regular school hours following proper
36 building check in procedures. When requested, the Association will be
37 given a place on the agenda of total staff meetings to conduct the
38 normal business of the Association.
39
40
41
42

1 6. Release of Association President

2
3 The Association president will be released full time from contractual
4 obligations with the District from the first contracted day through and
5 including the last contracted day of the school year in which serving in
6 the office of president.

7
8 Upon return to contracted duties, the RCWs and WACs governing placement
9 and advancement on the salary schedule will apply.

10
11 The District will make all salary and other benefit payments to and on
12 behalf of the Association president on release time as if the president
13 were not on release time. The Association will reimburse the District
14 for those salary and mandatory/permissive benefit payments allowable to
15 the release time. Such reimbursement will be made monthly, concurrent
16 with the District's delivery of the Employee's warrant, which includes
17 payment for release time.

18
19 The Association president shall be entitled to earn compensation for
20 duties performed beyond the work day and/or work year (as all other
21 members of the bargaining unit are entitled to receive, if worked),
22 including, but not limited to:

- 23
24 a. Supervisory stipends and specified professional duty stipends as
25 provided in the supplemental salary schedule.
26
27 b. TRI Supplemental Contract, if spent working on district duties and
28 responsibilities.
29
30 c. District and work site committees.
31
32 d. Professional improvement/staff development.
33
34 e. Sick leave buy back for the percentage of the calendar year during
35 which president is/was contracted as an employee of the District.
36 f. Other duties as mutually agreed by the superintendent and the
37 Association president.

38
39 Upon expiration of the leave, the individual will be returned to
40 employment at his/her previous work site, and position, including grade
41 level/department.
42

1 7. Release of Association Representatives

2
3 The District will grant up to sixty (60) days per year to employees for
4 the purpose of Association business. Requests will be made to the
5 superintendent or designee and such leave will be granted, provided the
6 leave does not create a negative impact on the educational program. The
7 Association will reimburse the District for the cost of necessary
8 substitutes. Released time will be by prior arrangement and will depend
9 upon the availability of substitute service satisfactory to the
10 District.

11
12 D. Negotiation Procedures

13
14 1. Bargaining Agreement

15
16 The Board and the Association agree to meet and collectively bargain
17 wages, hours, terms, and conditions of employment consistent with RCW
18 41.59.

19
20 2. Labor Management Team (LMT)

21
22 The Labor Management Team shall be the negotiating body for agreements
23 between the Association and the District. The members shall consist of
24 the bargaining teams of the Association and the District but shall not
25 exceed five individuals from each.

26
27 **LMT is a problem solving body that is responsible for the review of**
28 **educational concerns, education of constituents, clarification of**
29 **contractual questions and contract maintenance.**

30
31 **Meetings will be held during the work day at mutually agreeable times.**
32 **Release time for meetings will be provided by the District.**

33
34 3. Informal Consultation

35
36 The superintendent will provide the Association president a copy of
37 proposed policy changes which directly affect Employees at least five
38 (5) school days prior to first reading by the Board. Provision of such
39 copies in no way will be construed as an agreement on the part of the
40 District to negotiate said policy. When known, staffing or program
41 changes that may negatively impact Employees will be communicated to the
42 Association.

1
2 4. Agreement Ratification
3

4 Any settlement of negotiated matters reached in the meetings between the
5 Representatives of the Association and the representative(s) of the
6 Board will be reduced to a tentative written Agreement and placed upon
7 the agenda of the next Board meeting as a resolution following
8 ratification by the Association.
9

10 5. Calendar
11

12 The calendar will be bargained for the duration of the negotiated
13 agreement plus one year.
14

15
16 III. Personnel
17

18 A. Just Cause
19

20 No employee will be disciplined without just cause/due process (See
21 Appendix- "Just Cause"). Discipline shall be progressive. Progressive
22 discipline includes verbal warnings (written with summary), written
23 reprimands, suspension with pay, suspension without pay and discharge.
24 The exception to progressive discipline will be for serious offenses.
25 When an allegation of misconduct is made against an employee and that
26 allegation, if true, is cause for discipline, the District will take the
27 following steps:
28

29 For the Employee:
30

- 31 1. Call the employee in and inform them they have a right to
32 representation.
- 33 2. Inform the employee of the allegation of misconduct and that an
34 investigation is being conducted.
- 35 3. If representation is requested, schedule meetings with the employee
36 when representation is available.
- 37 4. Notify the employee of the District's intent to administer discipline
38 at least two days prior to a disciplinary meeting.
- 39 5. The District will provide the employee with a written statement of
40 the grounds for the disciplinary action.
41
42

1 For the Association:

- 2
- 3 1. Attempt to notify the Association President that there is an
- 4 allegation of misconduct and that representation might be requested.
- 5 a. The District shall notify the Association president when the
- 6 allegation of misconduct is serious.
- 7 2. Notify the Association of the District's intent to administer
- 8 discipline at least two days prior to a disciplinary meeting.
- 9 3. The District will provide the Association with a written statement of
- 10 the grounds for the disciplinary action.
- 11 4. Allow for review to the Association the investigatory material the
- 12 District relied upon for the administration of discipline. If
- 13 requested, investigative material will be provided upon filing a
- 14 grievance.
- 15

16 B. Employee's Rights and Responsibilities

17

18 1. Non-Discrimination

19

20 Unless based on a bona fide occupational qualification, neither the

21 District nor the Association will unlawfully discriminate against any

22 Employee subject to this Agreement on the basis of race, creed, color,

23 sexual orientation, gender, national origin, age, marital status, or

24 because of the presence of any sensory, mental, or physical handicap

25 with respect to a position, the duties of which may be performed

26 efficiently by an individual without danger to the health or safety of

27 the handicapped person or others, or in the exercise of their rights

28 under RCW 41.59.

29

30 2. Private and Personal Life

31

32 Employees are entitled to the full legal rights afforded under federal

33 law, state law in the U.S. and Washington State Constitution. The

34 religious or political activities of the Employee and the private and

35 personal life of the Employee will not be grounds for disciplinary

36 action unless the District can show just and sufficient cause that such

37 activities or the Employee's private or personal life adversely impacts

38 the performance of assigned duties.

39

40

41

42

1 3. Controversial Questions in the Classroom/Academic Freedom

2
3 It is the right and responsibility of Employees to encourage freedom of
4 discussion of all aspects of controversial questions in the classroom.
5 Teachers are expected to take into account the maturity level of their
6 students and to make sure that their expressed ideas, their content, and
7 the materials are related to the established instructional program.
8

9 4. Parent Visitation to the Classroom

10
11 The District and Association encourage parents and other patrons to
12 visit the schools and classrooms. If a parent visit is thought to be
13 disruptive to an Employee's work, the Employee may confer with the
14 principal. The Employee and principal will work together to resolve the
15 issue. Visits to certain classes may be limited or not permitted by the
16 principal.
17

18 5. Administrator Change to Student Grade

19
20 In the event an administrator changes a student's grade, the
21 administrator will notify the teacher in writing.
22

23 6. Standardized Testing

24
25 Student performance on state or federal testing will not be used to
26 negatively evaluate employees.
27

28 7. Sexual Harassment of Employees or Students

29
30 Sexual harassment of employees or students is prohibited in the
31 workplace. The workplace includes all district facilities and school
32 district premises, as well as, non-district property where an Employee
33 or student is participating in a school-sponsored event. The District
34 is committed to a working and learning environment that is free of
35 sexual harassment. Sexual harassment is defined as unwelcome sexual
36 advances, requests for sexual favors, and other verbal, written, or
37 physical conduct of a sexual nature that is uninvited, unwanted, and
38 non-reciprocal.
39

40 a. Informal procedure for resolving complaints:
41

1 (1) Confront the harasser with a description of the unwanted
2 behavior and request that behavior stop.

3
4 (2) If the individual is uncomfortable with confronting the harasser
5 he/she may request that a district administrator address the
6 harasser.

7 b. Formal procedure:

8
9 (1) File a written complaint with the administrator of Human
10 Resources and employee relations. Include who, what, when,
11 where, how, why, and any witnesses to behavior. In all
12 instances, the complaint and investigation will be handled in a
13 confidential manner.

14
15 (2) The District will begin conducting a complete, timely, and
16 thorough investigation after receipt of the written complaint.
17 The complainant will be advised of the findings and conclusion.

18
19 (3) There will be no reprisals made against anyone who has made a
20 claim under this sexual harassment language.

21
22 8. Teacher Responsibilities

23
24 Teachers shall have the following responsibilities with respect to the
25 discipline of students:

26
27 a. Each teacher shall enforce the prescribed school district rules for
28 student conduct.

29
30 b. Each teacher shall comply with school district and building rules and
31 guidelines relating to the discipline of students.

32
33 c. Each teacher shall maintain good order and discipline of students in
34 the teacher's classroom when students are under the teacher's
35 supervision, and/or in the teacher's presence.

36
37 d. Each teacher assigned to classroom duties shall keep and maintain
38 accurate attendance records of students.

39
40 e. Each teacher shall conduct herself or himself in a professional
41 manner and shall avoid making any statement to any student or group
42 of students which may be demeaning or personally offensive.

1
2 9. District Committees
3

4 Staff will be given a list of district-level committees that are being
5 formed for any given school year. They will be given the opportunity to
6 volunteer for district committees. Actual selection for the committee
7 will be based on criteria that allows for a heterogeneous representative
8 group. The first meeting of each District committee meeting, committee
9 members will be informed of their responsibility to provide two-way
10 communication between their building and the committee. Principals will
11 be asked to allow time at staff meetings for representatives to report.
12

13 10. Copyright Laws
14

15 Individuals who create a work own the right to that work, if created
16 under copyright law, unless the work was created at the request of the
17 district and paid for by the district.
18

19 C. Student Discipline
20

21 1. Teacher Authority
22

23 Subject to the limitations set forth below in connection with the
24 emergency removal of students, all teachers shall have the authority to
25 discipline any student for any disruptive or disorderly conduct or other
26 violation of rules for student conduct which may occur in the presence
27 of the teacher's supervision. Teachers may also recommend the
28 suspension or expulsion of students to the proper school authorities.
29

30 2. Methods of Student Control
31

32 a. Discipline: Discipline shall mean all forms of correction other than
33 suspension and expulsion and shall include the exclusion of a student
34 from a class for a period of time not exceeding the balance of the
35 school day or activity. The forms of discipline set forth below are
36 not intended to exclude the imposition of other appropriate forms of
37 disciplinary action. No discipline shall deny a student due process
38 rights nor will violate a formally developed IEP agreement.
39

40 b. Detention teachers and other certificated employees shall have the
41 authority to detain students under their supervision for up to forty
42 (40) minutes after the regular student dismissal time. Detention

1 will not extend beyond the time of departure of the bus upon which
2 the student can ride unless prior arrangements have been made with
3 the student's parents or guardian.
4

5 c. Removal: Any student who creates a disruption of the educational
6 process in violation of the building disciplinary standards while
7 under a teacher's immediate supervision, may be excluded by the
8 teacher from his or her individual classroom and instructional or
9 activity area for the remainder of the class or activity or until the
10 principal or designee and teacher have conferred, whichever occurs
11 first: PROVIDED, that except in emergency circumstances, the teacher
12 shall have first attempted one or more alternative forms of
13 corrective action; PROVIDED FURTHER, that in no event, without the
14 consent of the teacher, may an excluded student be returned during
15 the balance of that class or activity period.
16

17 3. Emergency Removal
18

19 A student may be removed immediately from a class, subject, or activity
20 by a teacher or administrator and sent to the principal or a designated
21 school authority, provided that the teacher or administrator has good
22 and sufficient reason to believe that the student's presence poses an
23 immediate and continuing danger to the student, other students, or
24 school personnel, or an immediate and continuing threat of substantial
25 disruption of the class, subject, activity, or educational process of
26 the student's school. The removal shall continue only until the danger
27 or threat ceases or the principal or designated school authority acts to
28 impose discipline, impose a short-term suspension, initiate a long-term
29 suspension or an expulsion, or impose an emergency expulsion.
30

31 The principal or designated school authority shall meet with the student
32 as soon as reasonably possible following the student's removal and take
33 or initiate appropriate corrective action or punishment. In no case
34 shall the student's opportunity for such meeting be delayed beyond
35 commencement of the next school day. The teacher or administrator who
36 removed the student shall be notified of the action which has been taken
37 within twenty-four (24) hours, if possible.
38

39 4. Teacher Rights
40

41 a. Teachers shall have the following rights with respect to discipline
42 of students:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

- (1) Each teacher shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students.
- (2) Each teacher shall be advised of any complaint from an identifiable source made to the principal or other school district administrator regarding the teacher's discipline of students. The teacher shall be given the opportunity to present his/her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged.
- (3) Each teacher may use such action as is necessary to protect himself or herself, a fellow teacher or administrator, or a student from attack, physical abuse, or injury.
- (4) By November 1, the staff and administrators at each site will review their building disciplinary plan and student rights and responsibilities pamphlets. Also, the district shall hold building-level meetings for employees covering applicable federal, state, and local laws and district rules, regulations, and procedures related to student discipline and employee safety.
- (5) Individuals who are verbally threatened by a student and believe that the student's discipline history is such that the threat could be carried out, shall immediately contact the office and the student will be removed from class pending an investigation. In handling this student matter, the district shall follow its protocols and observe due process rights for all concerned. The individual who was the subject of the student threat shall be told what investigation has taken place and the outcome of that investigation.
- (6) Before any student is admitted into a class after having committed physical or verbal assault upon any teacher or if the student has a known, documented history of violent or threatening behavior, all receiving teachers shall be notified. At the request of the teacher(s), a plan of action for behavior improvement and specific behavior expectations shall be developed by the principal or designee and the appropriate teacher.

1
2 b. By November 1, the District will share procedures to be followed in
3 the case of verbal or physical assault on employees by non-students.
4

5 c. Educators being recorded without permission cannot be disciplined
6 or negatively evaluated unless doing illegal activities.
7

8 D. Employee Protection
9

10 1. Insurance
11

12 The Board will maintain insurance in the amount of \$1,000,000 per
13 occurrence to cover Employees in the performance of duties as assigned
14 and consistent with the provisions of **state law**.
15

16 2. Public Information Request
17

18 In the event that a request is made under the Public Information Act by
19 the media or other individuals, which affects an employee covered by
20 this contract, the Association will be notified that the request has
21 been made.
22

23 3. Employee Personal Property Insurance
24

25 If an Employee's personal property is used in performing his/her
26 assigned duties and it is damaged or stolen, he/she may apply, in a
27 timely manner, for reimbursement of the cost of repair or replacement.
28 Such property will have been approved and registered with the principal
29 or supervisor and shall include purchase cost and purchase date. Once
30 registered, such property must remain at the approved school location
31 unless released by the principal or supervisor. If such property is
32 damaged or stolen, the Employee must attempt to recover losses from
33 his/her insurance policy/policies and show the District written
34 notification of such attempts.
35

36 If the Employee's insurance policies do not cover or partially cover
37 losses, then the District will reimburse the Employee for up to twenty-
38 five hundred dollars (\$2,500) of the loss or damage, including any
39 deductible up to twenty-five hundred dollars (\$2,500).
40
41
42

1 4. Reporting of Damage to Personal Property

2
3 Employees who sustain loss or damage to their personal property, while
4 engaged in the maintenance of order and discipline and the protection of
5 school personnel, students, and property, may apply, in a timely manner,
6 for reimbursement of the cost or repair or replacement. Request for
7 reimbursement will be made by a letter addressed to the business office,
8 attention of the business **office**. The letter will include a full
9 statement describing the assault; listing all damages incurred; and
10 noting the date, hour, and witnesses. The letter requesting
11 reimbursement will be forwarded to the business office through the
12 principal's office. Reimbursement shall be in the amount authorized by
13 **the** district insurance provider.

14
15 5. Review of 'New Student' Confidential Files

16
17 Upon request, confidential files which exist for new students shall be
18 made available to staff for review as soon as they are available in the
19 District. The staff member will be notified when student files are
20 ready for review. The Employees will maintain the confidentiality of
21 said files according to the rules and regulations of the Family Rights
22 and Privacy Act as now or hereinafter amended.

23
24 E. Workday/Planning Time

25
26 1. Workday

27
28 The workday is defined as 7.5 hours inclusive of a duty free lunch,
29 which is not less than a period of 30 continuous minutes. Certificated
30 personnel are required to be at their respective schools for the benefit
31 of the pupils and patrons at least thirty (30) minutes before the
32 opening of school in the morning and at least thirty (30) minutes after
33 the closing of school in the afternoon. WAC 180.44.010 shall apply, and
34 states in part: "(4) Teachers are required to make **daily** preparation
35 for their duties, preparation to include attendance at teachers'
36 meetings and such other professional work contributing to efficient
37 school service as may be required by the principal, superintendent, or
38 board of directors." A mutually agreed upon flexible schedule may be
39 developed by the principal and teacher. The flexible schedule must
40 define the work day as 7.5 hours inclusive of a duty free lunch and not
41 be disruptive to school operation.
42

1 If buildings determine, via the building based decision making model, to
2 have staff meetings that extend past WAC time at one end of the day,
3 then the equivalent amount of minutes will be deducted from WAC time at
4 the other end of the day. Decisions will be communicated to staff
5 promptly once the decision is made. If individual members are unable to
6 stay for the extended staff meeting, they will let their building
7 administrator know prior to the meeting.

8
9 Duties [during WAC time] will be assigned in an equitable manner and
10 will occur on an occasional basis. These assignments will not exceed
11 current practice based upon size and configuration of schools.
12 Situations that require emergency staff meetings will not constitute a
13 violation of the previous sentences of this paragraph.

14
15 2. Duty Free Lunch Period

16
17 All certificated personnel shall be allowed a reasonable lunch period of
18 not less than thirty (30) continuous minutes per day during the regular
19 school lunch periods and during which they shall have no assigned
20 duties.

21
22 3. Leaving Assigned Place of Duty During Duty Free Lunch

23
24 An Employee may leave school premises during the thirty (30) minute
25 duty-free lunch period, provided the Employee informs the principal or
26 designee of time of departure and estimated time of return.

27
28 4. Planning Period

29
30 Full-time kindergarten teachers and Early Childhood Educators (ECE) will
31 be provided five (5) forty-five (45) minute periods per week of
32 **individual** planning time between the a.m. and p.m. kindergarten
33 sessions. Elementary classroom teachers and special education teachers
34 of grades 1 and 2, will be provided five (5) forty (40) minute periods
35 per week (in addition to one (1) thirty (30) minute library period) of
36 **individual** planning time. The library period will begin the second week
37 of school and will end ten (10) days prior to the last day of school.

38
39 Elementary classroom teachers and special education teachers of grades
40 3-5, librarians, and elementary music and P.E. specialists will be
41 provided five (5) forty-five (45) minute periods per week **of individual**
42 planning time during the student day.

1
2 Elementary librarians will be guaranteed a forty-five (45) minute block
3 of time per day for library management. If an elementary school is not
4 able to design the librarian's schedule to guarantee the minimum
5 management time, then the librarian and the building principal will work
6 with the administration to come up with an alternate plan. This plan
7 could include:

- 8 ▪ Para-educator hours being assigned in addition to those guaranteed by
9 enrollment.
- 10 ▪ Para educator working during non-school days such as before school
11 begins, at the end of the school year, during elementary conferences
12 and during in-service days.
- 13 ▪ Change in the number of library classes taught
- 14 ▪ Limit class assignments not directly related to the library position

15
16 The District will provide secondary teachers an equivalent of one (1)
17 period of the student's school day for the purpose of **individual**
18 **educational planning; this daily period of planning will be no less than**
19 **54 minutes.** Such planning period will be scheduled by the District and
20 occur any time during the assigned student school day at the discretion
21 of the principal or supervisor. **The AEA and ASD, for the period of this**
22 **Agreement, stipulate that waiver requests made by the members related to**
23 **High School planning time will be received and decided by LMT. Such**
24 **proposals must otherwise comply with all provisions of the AEA's waiver**
25 **process.**

26
27 Every effort shall be made to ensure that this planning time is not
28 unnecessarily interrupted. This provision, however, will accommodate
29 the performance of tasks and duties necessary to the normal operation of
30 the building. Concerns regarding excessive meetings, tasks, and duties
31 shall be discussed between the Auburn Education Association president
32 and the Associate Superintendent of Human Resources.

33
34 5. Elementary Recess Coverage
35

36 Each elementary staff will be provided resources to address the problem
37 of instructional planning time that is lost as a result of established
38 morning or afternoon recess breaks. Resources to be allocated are
39 determined by school enrollment as of October 1 and dollar values as
40 shown on the Column A, Step 1 Department Chair Supplemental Salary
41 Schedule as it appears in the appendix.

42 The calculation of resources to building is as follows:

1
2 Minimum--Three times the Column A, Step 1 rate.
3 400-499 students as of October 1--Four times the Column A, Step 1 rate.
4 500-599 students as of October 1--Five times the Column A, Step 1 rate.
5 600+ students as of October 1--Six times the Column A, Step 1 rate.

6
7 The intent is to allow staff to use their resource for the following
8 options:

- 9
10 a. Pay per diem for staff to cover recess.
11
12 b. The hire of para-educator time to cover recess.
13
14 c. Alternately, an elementary staff may elect to apply the resources to
15 meet other building needs. Such a decision requires the use of the
16 building-decision making model and a 75% majority. The alternative
17 must comply with district policy and procedures of law.

18
19 6. Work Relief Days

20
21 Two (2) days of release or four (4) half-days can be taken by elementary
22 classroom teachers and secondary teachers of core subject areas
23 including language arts, math, science, and social studies for the
24 purpose of work relief.

25
26 In order to accomplish the goal of work relief days, individuals need to
27 be provided with an environment that is conducive to completing the
28 work. This may be a space that is quiet, where interruptions do not
29 occur and that has adequate equipment. Sometimes such space may not be
30 available at the worksite. Should this occur, the administrator and the
31 individual will mutually arrange for an appropriate location for the
32 work relief days to take place.

33
34 7. Student Assessment Workload

35
36 When one-on-one district/building assessments are required, resources
37 will be provided to buildings to eliminate situations where a teacher
38 must manage non test-taking students simultaneously with one-on-one
39 district/building required assessments. Principals and teachers will
40 develop assessment plans to address this issue using resources such as
41 Initiative 728 funds, Title, LAP and basic education funds. The intent
42 of this agreement does not apply to specialized assessments in areas

1 such as ELL, LAP, Special Education, academic progress and eligibility
2 assessments.

3
4 In addition, the district will reduce the number and frequency of
5 required one-on-one assessments for the 2006-2007; 2007-2008 and 2008-
6 2009 school years. If federal and/or state testing requirements mandate
7 additional tests, the Auburn Education Association and Auburn School
8 District will meet to discuss the impact upon workload and develop a
9 plan to address the requirements.

10
11 8. Travel Time

12
13 Employees who must travel from one building to another, as a regular
14 part of assignment, will be assigned reasonable travel time. Travel
15 time will not infringe upon the Employee's planning periods and/or
16 thirty (30) minute duty-free lunch periods.

17
18 9. Inclement Weather

19
20 In the event that school is delayed due to inclement weather, staff are
21 expected to report to school thirty (30) minutes before the students are
22 scheduled to arrive.

23
24 **In the event that school is canceled after employees and students have**
25 **arrived at school, and when the cancellation will result in the student**
26 **day being made up, the District and the Association will determine the**
27 **remedy for employees who were present at school.**

28
29 10. Employee Expectations Related to Curriculum, Responsibilities,
30 Assessment, and Program

31
32 **Before proposing District initiatives resulting in additional**
33 **responsibilities for an employee, a group of employees, or the**
34 **membership of the Association as a whole, the District will evaluate its**
35 **own financial and human resources capacity for supporting the**
36 **initiative.**

37
38 **The Labor Management Team will create a workload matrix that will**
39 **identify the responsibilities that employees have related to Curriculum,**
40 **Responsibilities, Assessment, and Program. Additions to or deletions**
41 **from the matrix will be discussed at each LMT meeting prior to**
42 **implementation.**

1
2 **11. Classroom-Based Performance Assessments**

3
4 **As the state has required Classroom-Based Performance Assessments (one-**
5 **on-assessments) the District will provide resources to eliminate**
6 **situations where a teacher must manage non test-taking students**
7 **simultaneously with one-on-one required assessments.**

8
9 **Principals and teachers will develop assessment plans to address this**
10 **issue using building or district resources.**

11
12 F. Covering Classes

13
14 1. Staff Utilization for Covering Classes

15
16 The principal or designee may assign Employees to cover classes if time
17 will not permit a substitute to serve in excess of one (1) hour or if a
18 qualified substitute is not available. In the event that no teachers
19 volunteer to cover classes, the principal will make every reasonable
20 effort to distribute said duty equitably among available employees.

21
22 2. Compensation for Covering Classes

23
24 Employees assigned to cover classes will receive compensation at the
25 individual Employee per diem rate, for each period covered, provided
26 planning time is lost by the Employee or such coverage assignment
27 results in work served beyond the work day.

28
29 3. 'Zero' Period Assignments

30
31 Teachers will not be required to accept 'zero' ('0') period assignments.
32 For hours served beyond those served by other high school teachers for
33 the purpose of required staff and department meetings, 'zero' ('0')
34 period teachers will be compensated at the specified professional duties
35 stipend.

36
37 G. Vacancies, Reassignment, and Transfers

38
39 The Board recognizes that it is desirable in making assignments to consider
40 the interests and aspirations of its employees. The District will give
41 consideration to the preference indicated by the Employee. However, that
42 preference may be denied if it is not in the best interest of the District.

1
2 1. Vacancies
3

4 A vacancy shall be defined as a full or part-time position that is newly
5 created (a full or part-time position that has been vacated and not
6 already filled by reassignment) or a full or part-time position for
7 which no other employee has continuing claim.
8

9 2. Reassignment
10

11 Reassignment is a change in elementary grade level or secondary subject
12 within a building. Employees who desire to be reassigned to a new grade
13 and/or subject assignment (including Learning Specialist, TOSA, Music or
14 PE) within their present building will notify the building administrator
15 by March 1. The building administrator will make the final
16 determination. ESA employees who change building assignments are
17 considered to have been reassigned not transferred.
18

19 3. Voluntary Transfer
20

21 Transfer shall be defined as a change from one building to another or
22 one job description to another.
23

24 A voluntary transfer is defined as an employee initiated request to move
25 from one building to another or from one job description to another. The
26 District shall post a list of all known vacancies. These vacancies will
27 be posted on the district's web site <http://www.auburn.wednet.edu>.
28

29 Employees who desire a transfer to a different building and/or job
30 description will file a transfer request form with the district
31 personnel office no later than April 1. Such form will include the
32 grade and/or job description to which the Employee wishes to be assigned
33 and the school or schools to which he/she desires to be transferred in
34 order of preference.
35

36 If an Employee's request for voluntary transfer is denied by June 10,
37 the Employee will be given a written response regarding disposition of
38 said request. Individuals who have had their voluntary transfer denied
39 may contact Human Resources directly for reasons of the denial.
40 Employees will receive email notification as to the status of the
41 request for voluntary transfer no later than the last day of school.
42

1 Voluntary transfer requests may remain viable until August 15. Employees
2 will receive final notification as to the status of their request for
3 voluntary transfer, by email, no later than the third week in August.
4

5 Responses to requests for voluntary transfer will be made according to
6 the following criteria and will be applied in this order:
7

- 8 a. Employee qualifications (certification, endorsements current training
9 and/or experience)
- 10
- 11 b. Posted requirements of the position
- 12
- 13 c. Program needs of the district and the individual school
- 14
- 15 d. Suitability of the teacher in terms of the needs of the position,
16 including success in previous assignments.
- 17

18 After application of the above criteria and where ability and
19 performance are substantially equal, preference in transfer shall be
20 given to the employee with the most seniority.
21

22 If voluntary transfer occurs after July 31, the employee shall receive
23 compensation for two (2) days at per diem.
24

25 4. Involuntary Transfer
26

27 It is recognized that an involuntary transfer is not a generally
28 satisfactory method for filling a vacancy and, as such, will not be
29 resorted to unless other reasonable avenues have been pursued. The
30 District's determination to implement an involuntary transfer shall be
31 based upon, but not limited to, program needs, district/building
32 priorities and district/building organizational needs, and shall not be
33 arbitrary or capricious.
34

35 Employees involuntarily transferred for reasons of opening new schools,
36 reduction in force, or loss of enrollment will be given first
37 consideration for voluntary transfers consistent with the provisions of
38 voluntary transfer as they appear in this Agreement.
39
40
41
42

1 5. Frequency of Involuntary Transfers

2
3 No Employee shall be subject to involuntary transfers more than two (2)
4 times within any five (5)-year period of time. The only exceptions to
5 this provision would be the elimination of programs or the reduction in
6 force necessitated by loss of revenue.
7

8 6. Involuntary Transfer Outside Area of Endorsement

9
10 Any employee involuntarily transferred to teach in areas outside of
11 his/her endorsements will be provided, at district expense, (via the
12 tuition reimbursement program and/or other avenues) training to the
13 level of state endorsement if the teaching assignment is anticipated to
14 extend beyond one (1) year. In the first year of such assignment, the
15 teacher and administrator will participate in a professional growth
16 option consistent with the terms of this negotiated Agreement as
17 appended.
18

19 7. Provisions of Transfer

20
21 Other provisions regarding transfer:

- 22
23 a. An elementary Employee selected, during the school year, to fill a
24 vacated position may be placed in that position beginning with the
25 subsequent school year; a secondary Employee may be placed in the new
26 position beginning with the subsequent semester.
27
28 b. Newly created jobs in the district will be posted on the district's
29 web site a minimum of five (5) days before filling.
30
31 c. Positions created by transfer or reassignment need not be posted
32 after the initial posting on April 1.
33
34 d. Should it be determined that an Employee is to be transferred, the
35 District will give him/her written notice. Such transfer will
36 proceed in accordance with the following:
37
38 (1) Elementary **and Secondary** staff who are involuntarily transferred
39 from: one building to another, one job description to another ~~or~~
40 involuntarily from one room to another, **or from one department**
41 **to another**, will have the option of two (2) days instruction-
42 free time for planning and preparation or two (2) days paid at

1 per diem. These days will be used within twenty (20) work days
2 of the transfer. (NOTE: This does not include moves caused by
3 school construction or renovation.)
4

5 (2) Staff involved in transfers named above shall be provided
6 assistance in moving by District custodial/maintenance staff in
7 a timely fashion. If the Employee needs custodial/maintenance
8 services beyond those available at the school, the principal
9 will originate a request for appropriate services.
10

11 8. Provisions of Reassignment 12

13 Other provisions of reassignment:
14

- 15 a. Elementary staff who are involuntarily reassigned from one grade
16 level to another (including to create a spilt class) will have the
17 option of two (2) days paid at per diem or two days instruction free
18 time for planning and preparation. These days will be used within
19 twenty (20) work days of the reassignment. (This does not include
20 moves caused by school construction or renovation.)
21
- 22 b. Secondary staff who have a change of teaching assignment within
23 semester periods will have the option of two (2) days instruction-
24 free time for planning and preparation or two (2) days paid at per
25 transfer. (This does not include moves caused by school construction
26 or renovation.)
27

28 9. Procedures for staff in buildings undergoing remodeling 29

30 In order to support staff in the remodeling process, the following will
31 be communicated:
32

- 33 a. Capital improvements time table
34 b. Back-up plans for opening delays (i.e., take home what you need to
35 get through the first day/week of school in September)
36 c. Preplanning for delays
37 d. The "big picture"
38 e. Benefits of remodeling plan
39 f. Publish "past practices"
40 g. Hot-line for problems
41 h. Timelines for problems
42 i. Timeline for material support

1 j. Plans for moving shared spaces (unit storage, faculty work room, etc.)

2
3 The district will provide:

- 4
5 a. Adequate packing materials, including: boxes, tape, and labels
6 b. Clear instruction about packing, labeling, deadlines, etc.
7 c. Storage sites

8 A detailed communication plan will be created and disseminated to the
9 moving buildings. In order to pack, time during the regular day will
10 be created and/or arranged at each building.

11
12 Each principal will be asked to find the equivalent of 7 hours for
13 packing for each classroom teacher. The last day of school may count
14 for up to 3 of these 7 hours.

15
16 Suggestions for the creation of time during the regular day:

- 17
18 a. Staff groups released to pack:
19 1. Assemblies
20 2. Field trips
21 b. Moving parties
22 c. Last day of school early dismissal day
23 d. Using students to help pack
24 e. Negotiate meeting time for packing time (by building)
25 f. Trade staff meetings
26 g. Next year optional day for this spring
27 h. Plan created for graduated support (libraries)
28 i. When moving, in-building optional days may be used to unpack
29

30 H. Personnel Files

31
32 There will be only three files, a building file, a District personnel file,
33 and there may also be an investigative file under control of the school
34 district attorney. Reasonable efforts will be made to ensure files are
35 protected. Materials which may serve as a basis for affecting an
36 employee's employment status will be maintained in the district's human
37 resource office and will be available for review by:

- 38
39 a. The individual employee and subject to the employee's written
40 consent, an authorized representative, and
41 b. Those District employees and representatives designated by the
42 Superintendent who have a need to review the file in order to assist

1 the performance of the functions of the **human resources**
2 **administrator(s)** .

3
4 The contents of an employee's District personnel file will contain an
5 application for employment, correspondence, pertinent data concerning the
6 employee's employment, **contracts**, and summary evaluation reports. All
7 information placed in the District file will be signed by the individual
8 with the exception of transcripts or other documents regularly included in
9 all files by the Personnel Office. The signature requirement began with
10 the 2003-04 school year.

11
12 The contents of an employee's building file will be maintained by the
13 building principal/supervisor. This file is the evaluation-working file
14 and shall contain items that the principal/supervisor utilizes in the
15 evaluation process. At the time of evaluation the employee may request to
16 review the principal's file of the employee.

17
18 An employee may request the removal of any derogatory materials after three
19 years, except evaluations, from either the building or District file. In
20 order for material to be removed there must be mutual agreement. A denial
21 of request may be appealed to the Superintendent or his/her designee.

22
23 I. Reduction in Force of Employees/Employment of Reduced Employees

24
25 1. General Provisions and Definitions

26
27 If the certificated staff in the District is to be reduced, the Board
28 will determine the program to be retained by the District and the
29 Superintendent will develop a list of Employees to be recommended to the
30 Board for reduction by the District. For the purpose of this section,
31 administrators may be reassigned as Employees consistent with their
32 experience and qualifications as Employees as defined by the following
33 provisions:

- 34
35 a. Employees will be non-renewed/reduced if they do not currently have
36 both the certification and the endorsement necessary to qualify them
37 to teach in any position in the program retained by the Board; and
38
39 b. Employees will be non-renewed/reduced if they currently have both the
40 certification and the endorsement only for those positions in the
41 program retained by the Board of Directors that are to be filled by
42 more senior Employees as determined by the criteria set forth in

1 section III.I.2, subject to the following:
2

3 (1) Seniority and credits applicable for placement on the District
4 salary schedule must be earned prior to October 1 of the current
5 school year and must be documented by official transcripts to
6 the office of human resources. It will be the responsibility of
7 the individual Employee to furnish the District with such
8 documentation on or before the first of December for the current
9 school year.

10
11 (2) Part-time Employees will have, for retention purposes only,
12 seniority as established by this section. Part-time Employees
13 will not be eligible for contract conditions other than those held
14 at the time of retention determination. The Auburn Education
15 Association president will be specifically excluded from the
16 conditions of this paragraph and will be considered as a full-time
17 Employee for consideration of contract conditions for the ensuing
18 school year.

19
20 **c. Non-renewed/reduced employees shall have the option of continuing**
21 **their district benefits by self-payment of premiums consistent with**
22 **COBRA provisions.**

23
24 2. Seniority Criteria

25
26 In establishing seniority for the purpose of staff reduction, the
27 following criteria will be applied in the order in which they are
28 listed:

- 29
30 a. In order to qualify for ranking, the Employees must possess such
31 valid Washington State certification, endorsement, and/or other
32 licenses for certificates as may be required by state law and regulations.
33
34 b. Employees identified above will be ranked according to their length
35 of service up to the end of the preceding contract year as recognized
36 by the District for purposes of placement on the District salary
37 schedule.
38
39 c. In the event that ties exist, doctoral degree(s), master's degree(s),
40 or bachelor's degree(s), as recognized by the District for salary
41 schedule placement purposes, will be used to determine seniority with
42 the higher degree(s) indicating greater seniority.

- 1
2 d. In the event that ties still exist, those Employees with the greater
3 number of reported credits/clock hours accepted by the District will
4 be considered to have greater seniority than those Employees with
5 fewer credits.
6
7 e. The president of the Association, as designated on or before May 15
8 for the year during which this procedure is to be implemented will be
9 considered to be placed ahead of the most senior Employee in the
10 District, provided such Employee can otherwise be retained in the
11 program adopted by the Board. However, the president and will be
12 listed on the seniority list according to their actual seniority
13 criteria, set forth above. The Association will hold harmless,
14 defend, and reimburse the District for any judgment, suit, or action
15 against the District as a result of implementation of this section.
16

17 3. Seniority List
18

19 No later than March 15, or the following Monday if March 15 falls on a
20 weekend, the District will provide the Association with an official
21 seniority listing of Employees, from least to most senior according to
22 the above criteria, and will provide each Employee with a copy of their
23 individual seniority information via a Seniority Information Memo. An
24 individual's seniority information will include that person's name,
25 present assignment, certificate type, endorsements, degree, years of
26 experience, days of experience, **and** credits beyond degree. The District
27 will post one copy of the entire seniority list at each school building.
28

29 4. Appeals
30

31 Any Employee may file, in writing with the Associate Superintendent of
32 Human Resources, objections only to the District's information contained
33 in that Employee's Seniority Information Memo. The Employee will submit
34 the appeal, in writing, within ten (10) calendar days following the day
35 the District places the Employee's Seniority Information Memo in the
36 Employee's District mailbox. If the tenth calendar day falls on a
37 weekend or holiday, the appeal may be submitted the next following
38 school day. The appeal must include a full statement of the facts
39 supporting the Employee's objection as well as the recommended
40 modification. Disposition of the Employee's request for modification
41 will be made in writing by the Associate Superintendent of Human
42 Resources, in consultation with the Association president, by April

1 first (1st). If an Employee's challenge is sustained after the
2 seniority list has been posted at each building, the District will post
3 a revised seniority list at each building. The determination by the
4 Associate Superintendent of Human Resources shall be final and binding
5 and modifications made to the seniority list pursuant to any such appeal
6 may not be further challenged by any party. The Association will be
7 notified, in writing, of any change in the official seniority list.
8

9 5. Staff Selection

- 10
11 a. In the event that Employees within the present staff are not
12 qualified for assignment, the District may employ such less senior
13 and/or additional certificated Employees as may be required to staff
14 the educational program adopted by the board.
15
16 b. A list of Employees to be non-renewed will be delivered to the
17 Association on or before May 15.
18
19 c. When an Employee is assigned to a position other than that held at
20 the time of implementation of these procedures, it will be so noted
21 in the evaluations of the Employee during the initial year of
22 assignment. Employees assigned to positions other than those held at
23 the time of implementation of these procedures, whose administrator
24 believes them to be struggling in the positions assigned, will be
25 provided with a plan of assistance and support.
26

27 6. Provisions of Reemployment

- 28
29 a. Employees non-renewed as a result of reduction in force (RIF) will be
30 placed on an employment list according to the seniority information
31 set forth above. These Employees will have priority according to
32 their seniority information in the filling of positions for which
33 they are qualified under III.I.1. They will also be given priority
34 in substitute teaching positions for which they are qualified. Their
35 names will remain on said list for two years, ending October 1 of the
36 second year. Individuals hired from said list will retain all rights
37 and benefits accrued prior to non-renewal.
38
39 b. Individuals included on the employment list will inform the District
40 human resources officer of any change in personal information (name,
41 address, telephone number), availability, or eligibility for
42 employment.

1
2 c. Offers for employment by the District will be in writing and
3 delivered in person or by certified mail. A copy of each offer will
4 be mailed to the Association.

5
6 d. An individual forfeits the right to employment under this section if
7 he/she does any of the following:

8
9 (1) signs a continuing, full time, certificated Employee contract
10 with another District (or, for part time Employees, a contract
11 equivalent in time to the position formerly held in the Auburn
12 School District);

13
14 (2) fails to accept an offer of employment with the Auburn School
15 District within five (5) school days of receiving the offer;

16
17 (3) fails to report for work within eleven (11) school days from the
18 date employment is offered by the Auburn School District;
19 However, no individual will forfeit rights by accepting a non-
20 continuing contract with another District, by signing a contract
21 in another District for fewer hours than held during the year in
22 which non-renewed, or by refusing a position in the Auburn
23 School District for a fewer number of hours than held during the
24 year in which non-renewed.

25
26 7. Provisions of RIF(Reduction in Force) Leave

27
28 The District shall allow Employees RIF leave in accordance with the
29 following criteria:

30
31 a. RIF leave will be granted to an individual for one (1) full
32 contracted year at a time, only if it permits the District to employ
33 a qualified individual included on the employment list.

34
35 b. The Employee requesting RIF leave will file a written request for RIF
36 leave with the District human resources officer.

37
38 c. The District will have the right to deny RIF leave, in writing, if
39 the District considers said applicant essential to the orderly and
40 effective operation of the educational program during the ensuing
41 year, or if a qualified replacement is not included on the District
42 employment list.

- 1
2 d. Employees may receive two leaves under this section if the conditions
3 in part 7.a above continue to be met. However, the District retains
4 its right to deny said leave under part 7.c above. Employees
5 requesting a continuation of RIF leave must file a written request
6 with human resources by March 1. The District will provide written
7 approval or denial to the Employee by April 30.
8
9 e. The position of the Employee on leave will be temporarily filled by a
10 qualified individual included on the District's employment list.
11 Said qualified individual will not have continuing employment rights
12 to the position to which temporarily assigned.
13
14 f. Said leave will in no way exempt the Employee on leave from reduction
15 in force (RIF) consistent with these procedures during the current or
16 subsequent school year(s).
17
18 g. This subsection will in no way limit the District in the operation or
19 management of the District educational program.
20
21 h. Employees taking RIF leave under this subsection will be re-employed
22 for the ensuing school year provided that the position they formerly
23 held has not been reduced.
24
25 i. Employees on leave will accrue no rights or benefits while on leave.
26 If the Employee returns to the District immediately following the
27 year(s) of leave, seniority and Employee benefits will be reinstated
28 at the level accrued at the time leave was granted.
29
30

31 IV. Salaries & Benefits

32 A. Payday

33 An Employee's contract **(s)** will be paid in equal installments. Such
34 installments will be paid on or before the last day of each month
35 following the first month of work **and concluding the last business day**
36 **in August.** The November installment will, when possible, be paid on the
37 final day of teaching prior to Thanksgiving vacation. When possible,
38 the December installment will be paid on the final day of teaching prior
39 to winter vacation. When possible, the January installment will be paid
40 one week prior to the first day of February.
41
42

1
2 The District will make every effort to begin payment of supplemental and
3 extended contracts with the September payroll.
4

5 B. Salary Deductions
6

7 1. Automatic Payroll Deductions
8

9 Payroll deductions will be taken automatically from District Employee
10 salary warrants for the following purposes:
11

- 12 a. Withholding tax payments for the federal government.
- 13
- 14 b. Social security payments for the federal government.
- 15
- 16 c. Retirement payment for the Washington State Retirement System.
17

18 2. Optional Payroll Deductions
19

20 Upon written request of the Employee, the following deductions will be
21 made:
22

- 23 a. Payments for medical insurance and **short-term disability** plans which
24 are officially recognized by the Board and in which the Employee is
25 participating.
- 26 b. Payments to the United Way.
- 27 c. Payments for **board recognized** tax-sheltered annuity plans, which are
28 officially recognized by the board. If the Employee requests
29 deductions for a tax-sheltered annuity plan or plans, said Employee
30 will hold the District harmless against any cause, action, or suit
31 insuring the District's good faith compliance with this section. A
32 list of approved providers will be made available upon request.
- 33 d. Payments for United States Savings Bonds (provided at least five (5)
34 Employees participate).
- 35 e. **Direct deposits** to the Washington School Employees' Credit Union.
- 36 f. Membership dues or the agreed-upon representation fee to the
37 Association, including W.E.A. retired.
- 38 **g.** Voluntary contributions to approved long-term care **and/or cancer**
39 plans.
40
41
42

1 3. Hold Harmless Clause for Payroll Deductions

2
3 If the Employee requests payroll deductions, said Employee will hold the
4 District and the Association harmless against any cause, action, or suit
5 resulting from the District's good faith compliance with the provisions
6 of Section IV.B.2. Further, the Association will hold the District
7 harmless from any such action or cause.
8

9 4. Direct Deposit of Payroll Checks

10
11 Direct deposit of payroll checks under the following conditions:

- 12
13 a. The Employee will enroll as a participant in the direct payroll
14 deposit program by completing the appropriate form with the school
15 payroll **administrator** on or before the first day of the month
16 preceding the payroll period at which direct deposit is to commence.
17
18 b. In all instances involving direct payroll deposit, the transmittal or
19 posting date will conform to the requirements of the Payday (IV.A) of
20 the Agreement. If transmittal action is executed on or before the
21 payday date, requirements of (IV.A) will be assumed to have been met.
22
23 c. The District will transmit **up to two** banking agencies for any one
24 employee **provided that they have completed a Direct Deposit**
25 **application for both agencies.**
26

27 C. Insurance Allocation

28
29 1. Insurance Allocation

30
31 For the duration of this contract the funded state contribution plus
32 twenty (\$20) dollars shall be made available, for the cost of insurance
33 per month, for each full-time equivalent employee. This amount will be
34 applied monthly toward mutually approved dental; vision; \$50,000 term
35 life and \$50,000 accidental death and dismemberment (to become effective
36 November 1, 2000); long-term disability; and medical insurance plans
37 officially recognized by the board. Should the legislature, courts,
38 OSPI, or the state auditor determine that the granting of the insurance
39 allocation would render the District to be out of compliance with the
40 fringe benefit portion of salary compensation lid laws or compliance
41 regulations resulting in a withholding of funds or fine to the District,
42 amounts contributed shall be reversed by the District to the extent

1 necessary to bring the District back within the bounds of the law and
2 into compliance. Deductions from the amount available to an Employee
3 (.5 to 1.0 FTE) shall be made in the following order:
4

5 a. District group dental plan
6

7 b. Group vision
8

9 c. Group term life
10

11 d. Long-term disability
12

13 e. Medical insurance
14

15 **2. Insurance Pool**
16

17 **In addition to the Insurance Allocation identified above in C.1., in**
18 **year 2009-2010 the District will provide \$60,000 to the insurance pool.**
19 **In addition to the Insurance Allocation identified above in C.1., in**
20 **year 2010-2011 the District will provide \$170,000 to the insurance pool**
21 **for a total of \$230,000.**
22

23 **3. Health Care Committee**
24

25 In the year 2006-2007, the Labor Management Team will establish the
26 formation of a Health Care Committee. The Health Care Committee will be
27 charged with ongoing research on health care issues, plans, and coverage
28 options and will provide status reports to the Labor Management Team on
29 issues, best practices, and cost saving solutions.
30

31 **4. Insurance Carriers**
32

33 The insurance carriers are:
34

Dental	Washington Dental Service Washington Dental Service Managed Care Willamette Dental
Vision	Northwest Benefits Network (NBN)
Term Life and AD&D	Standard Insurance
Long-term Disability	American Fidelity
Medical	Premera Blue Cross Group Health Cooperative

35

36

1 5. Fringe Benefit Pooling Process:

2
3 Insurance pooling: The intent of the parties is to provide the maximum
4 insurance contribution funded by legislation and received by the
5 District, to be distributed among members of the Association. To gain
6 maximum use of funds appropriated and received, the District agrees that
7 it will contribute benefit funds received to an insurance pool to be
8 distributed among employees on a fair-share basis consistent with
9 Section IV.C.1. of this agreement.

10
11 Adjustments will be made once annually, on November 30, so that pooling
12 will begin with the December payroll. In the event benefit providers
13 change rates during the work year, the pool will be recalculated.

14
15 Two insurance pooling calculation models have been developed with
16 detailed examples for each model. In November of each year, both models
17 will be used to determine the available insurance pool. The model that
18 provides the greatest pooling dollars will be accepted as the model to
19 be used for the duration of that year. Available pooling dollars will be
20 distributed starting with the December payroll.

21
22 Model A

23
24 The District will contribute the state amount per FTE to an insurance
25 pool. The actual cost of each employee's insurance selections (up to the
26 state funded amount per FTE) will be deducted from the pool. The
27 remaining amount will be distributed on a fair-share basis to all members
28 of the bargaining unit who are paying out-of-pocket costs. At no time
29 during the term of this Agreement will an employee receive less than
30 \$20.00 per month per FTE from the pool, if needed. If the pool does not
31 have sufficient funds, the District will contribute the necessary amount
32 to make up the \$20.00

33
34 Model B

35
36 The District will provide each FTE with an additional \$20.00 per month
37 to be used for insurance purposes. Any unused portion of the \$20.00 will
38 be placed in a pool. The pool amount will be distributed on a fair-share
39 basis to all members of the bargaining unit who are paying out-of-pocket
40 costs.

1 D. "125 Plans"

2
3 The District agrees to make a 125 plan available to employees for
4 insurance premiums to the extent provided by law and/or statute.
5 Through these plans, Employees have the option to set aside pre-taxed
6 dollars for payment of qualifying medical and/or child care expenses.
7 Interested Employees should contact the **payroll office**.

8
9 E. Employee Assistance Program (E.A.P.)

10
11 The District will implement an Employee Assistance Program (EAP). (NOTE:
12 A copy of the EAP Plan is included in the Appendix of this Agreement.)
13 Information regarding the EAP Plan will be circulated annually.

14
15 F. District Responsibility

16
17 In compliance with Article IV, Sections B - D. above, the District
18 acknowledges only that degree of responsibility as specifically set forth
19 and read literally. Additionally, the district accepts no responsibility
20 for the action(s) of any agent or agency in its agreement to cooperate with
21 the Employee under this section.

22
23 G. Industrial Insurance

24
25 1. Job-Related Injury or Illness

26
27 Employees covered by Workers' Compensation and State Industrial
28 Insurance will, upon loss of time due to a job-related injury or
29 illness, be paid sick leave in the amount of the difference between
30 regular pay and compensation received from Industrial Insurance.
31 Determination of illness or injury will be regulated by the Washington
32 State Department of Labor and Industries. The full amount of sick leave
33 will be paid for the first three (3) days of absence; the amount paid
34 the Employee will be credited to the District from moneys due the
35 Employee in the next payroll period. That portion of sick leave paid,
36 as determined by the ratio of regular sick leave and Industrial
37 Insurance, will be charged against the Employee's accrued sick leave.

38
39 2. Injury from Personal Assault

40
41 However, if upon determination, said Employee has been injured because
42 of a personal assault arising from and/or in the course of employment,

1 the Employee will be deducted no sick leave days for an absence owing to
2 such assault for the remainder of the contract year in which the assault
3 occurs.
4

5 3. Assault: Initial Deductibles from Medical Insurance Plan
6

7 If the Employee, injured by assault, is eligible to receive benefits
8 under a District-approved medical insurance plan, co-pays required by
9 the provider will be reimbursed by the District.
10

11 H. Employee Health and Safety
12

13 In the interest of personal health and safety, the District will, by
14 September 1 annually, distribute to employees the brief information sheet
15 on how to respond to health and safety issues.
16

17 Some items to be included in the handout:
18

19 Indoor Air Quality (IAQ) guidelines
20 Building disaster preparedness plans
21 Intruder alerts
22 Planned facility improvements
23 American Disabilities Act (ADA) compliance plans
24 Lock downs
25 Staff input
26 Disaster preparedness
27 Communication about risk management (preventative measures and personal
28 property)
29

30 I. Substitute Pay
31

32 Regular substitutes shall be paid the daily substitute rate. Beginning on
33 the twenty-first (21st) consecutive day of service, regular substitutes
34 shall be deemed long-term substitutes and compensated at a daily rate
35 calculated by the individual's placement on the Washington State Salary
36 Allocation Model. Such calculation shall be according to the regulations
37 governing placement on the salary allocation model.
38

39 J. Billing for Association Services
40

41 Except as otherwise provided in this Agreement, billings for services
42 chargeable to the Association will be sent from the District business

1 office. Payment will be due within thirty (30) days of the billing date.
2 The District will reimburse the Association for any overpayment; the
3 Association will reimburse the District for any under billing.
4

5 K. Reimbursement for Personal Car Use
6

7 Employees authorized by the superintendent or designee to drive personal
8 automobiles for authorized home visits or from one District building to
9 another, in the course of their regular assignments, will receive a mileage
10 reimbursement at the level (cents per mile) recognized by the Internal
11 Revenue Service. The same reimbursement will be received by Employees
12 authorized to use personal automobiles for out-of-district travel.
13

14 L. National Board Certification
15

16 Employees may use their yearly tuition reimbursement towards National Board
17 certification. The Auburn School District will provide release time with
18 substitute coverage when the candidate takes the exam for National Board
19 certification. **This reimbursement program is designed to assist individuals**
20 **to advance on the salary schedule, maintain or secure new endorsements,**
21 **and/or enhance personal growth.**
22

23 **The human resources administrator and the AEA president will meet twice**
24 **each year (fall and spring) to review the District Partner Agreement signed**
25 **with OSPI relative to the National Board facilitators, identify National**
26 **Board candidates, and discuss any joint communications to possible**
27 **candidates and facilitators. The District will follow the guidelines**
28 **established by OSPI best practices for selecting/using appropriate**
29 **facilitators. The Auburn School District will strive to use district**
30 **employees who have completed appropriate facilitator training.**
31

32 **The Auburn School District will provide a \$500 facilitator stipend to be**
33 **paid via Supplemental Contract. Cohort members will provide an honorarium**
34 **to their facilitator following OSPI best practices for payment to occur.**
35
36
37
38
39
40
41
42

1 V. Leaves

2 A. Sick Leave, Emergency Leave, Absence from Duty Forms

3 1. Annual Leave Allowance

4
5 At the beginning of each school year, full time Employees will be
6 credited with an advance leave allowance of twelve days with full pay.
7 These days are to be used for absence caused by illness or injury or
8 emergency of the employee or employee's household, to care for sick
9 children under age 18, spouse, domestic partner, parent(s), parent(s)-
10 in-law, grandparent(s), or adult children with disabilities who have a
11 health condition that requires treatment or supervision. Less than
12 full-time Employees will be allotted the proportionate number of days.
13 Situations not outlined above may be eligible for emergency leave use.
14

15 2. Accumulated Sick Leave Cashout

16
17 As now or hereinafter amended by statute, employees may qualify for
18 compensation for accrued but unused sick leave on an annual basis **and/or**
19 at retirement. Under current annual cash-out provisions, employees will
20 be asked to indicate by mid-January whether they wish to petition for
21 compensation for accrued but unused sick leave days from the previous
22 year. Days are cashed out on a one-to-four basis of accumulation to a
23 maximum of twelve (12) days for a full-time employee and compensated in
24 February. Direct questions to **payroll office**.
25

26 Upon retirement, current statutory provisions allow for compensation for
27 accrued but unused sick leave on a one day per four basis to a maximum
28 of one hundred eighty (180) days accumulation. For the life of this
29 negotiated Agreement, the post retirement medical benefit VEBA III
30 program is in place for retirees. Under this program, the compensation
31 for accrued sick leave is set aside on a pre-tax basis into an account
32 allowing the retiree to pay for medical premiums/expenses.
33

34 3. Accrued Sick Leave from Prior Employment

35
36 Sick leave earned and accrued from prior employment with the Auburn
37 School District, other Washington public school districts, community
38 colleges, educational service districts, **and/or** the office of the
39 superintendent of public instruction, will be credited to an Employee's
40 sick leave accumulation and may be used consistent with District policy
41 and this Agreement. No accumulated sick leave shall be credited to an

1 Employee's current sick leave accumulation if the Employee's most recent
2 hire date with the Auburn School District was before February 8, 1979.

3
4 4. Entitled Sick Leave Allowance for Mid-Year Hires

5
6 Employees hired during the year will be entitled to the number of days
7 based on the maximum allowable and computed in direct relationship to
8 the number of remaining contracted days in the year, rounded to the
9 nearest half-day.

10
11 5. Emergency Leave

12
13 An emergency is defined as a suddenly-precipitated problem which is of
14 such a nature that preplanning was not possible or could not have
15 relieved the necessity for the Employee's absence.

16
17 6. Submission of Absence from Duty Forms

18
19 The Employee must submit an Absence from Duty form to the principal or
20 supervisor within forty-eight (48) hours after returning to work after
21 an absence.

22
23 Unless on an approved leave for childbirth, pregnancy, miscarriage, or
24 abortion, a grant for illness or injury in excess of five (5)
25 consecutive days must be verified by a written statement from a
26 physician including the dates of absence and the release of the Employee
27 to return to work.

28
29 Illness or disability caused by or contributed to by pregnancy,
30 miscarriage, abortion, childbirth, and recovery there from are
31 considered temporary disabilities and will be treated as any other
32 personal illness or disability to the extent provided by law.

33
34 7. Leave Sharing

35
36 Consistent with the provisions and requirements of state and federal
37 statutes; and this contract, employees may share accumulated annual
38 leave or sick leave with another employee who:

- 39 a. suffers from, or has a household family member or relative who
40 suffers from an illness, injury or impairment, or physical or
41 mental condition, which is of an extraordinary or severe nature **or**

1 **has been called to service in the uniform services** which has
2 caused, or is likely to cause, the employee to:

- 3 1. apply for leave without pay or
- 4 2. terminate employment

5 b. has depleted or will shortly deplete all applicable leave reserves

6 c. has abided by district rules regarding use of leave

7 d. the staff member has diligently pursued and been found to be
8 ineligible to receive industrial insurance benefits

9 e. a staff member who does not accrue annual leave but who has an
10 accrued sick leave balance of more than twenty-two (22) days may
11 request that the superintendent transfer a specified amount of sick
12 leave to another staff member authorized to receive such leave.

13 f. a staff member may request to transfer no more than six (6) days of
14 sick leave during any twelve (12) month period, and may not request
15 a transfer that would result in an accrued sick leave balance of
16 fewer than twenty-two (22) days.

17
18 B. Family Medical Leave Act (FMLA)

19
20 Employees may qualify for up to twelve (12) weeks of job-protected leave
21 for certain family and medical reasons. Employees will be required to
22 substitute accrued paid leave as part of family medical leave. To be
23 eligible for consideration, an employee must have worked within the
24 district for at least one (1) year and for 1,250 hours over the previous
25 twelve (12) months. Leave may be taken for any of the following reasons:

- 26
27 1. For a serious health condition that renders the employee unable to
28 perform the essential function of their job.
- 29 2. To care for a child after birth or placement for adoption or foster
30 care.
- 31 3. To care for a spouse, son, daughter, or parent who has a serious
32 health condition.

33
34 For coverage, process, and procedures contact human resources.
35
36
37
38
39
40
41

1 C. Bereavement Leave

2
3 1. Definition

4
5 Bereavement leave is intended to provide time for the Employee to attend
6 to the funeral or memorial arrangements for and/or to attend services
7 for individuals listed in V.C.2.
8

9 2. Number of Days Allotted for Bereavement Leave

10
11 Bereavement leave for family and friends is allotted as follows:

12
13 a. Spouse, son, daughter, or other member of the household: up to five
14 (5) consecutive days.

15
16 b. Father, mother, parent surrogate, sister, brother, or any other
17 relative for whom the Employee is the sole support: up to three(3)
18 consecutive days. At the discretion of the superintendent, two (2)
19 additional days bereavement may be granted for the purpose of
20 accommodating extended travel.

21
22 c. Other immediate family: one (1) day per bereavement to attend
23 funeral or memorial services. The immediate family will include:
24 son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-
25 in-law, sister-in-law, grandparents, and grandchildren.

26
27 d. A relative not listed in a., .b, or c. above, or a close, personal
28 friend: one (1) day per bereavement to attend funeral or memorial
29 services.
30

31 D. Personal Leave and Incentive Plans

32
33 1. Personal Leave

34
35 Personal leave of two (2) days with pay will be granted to each FTE per
36 year. If possible, personal leave should be scheduled at least 48 hours
37 in advance. Personal leave may not be used during the first week or
38 last week of school. No more than thirty-five (35) employees may access
39 personal leave before or after holidays or breaks. Leave at that time
40 will be allocated on a first come first serve basis. On an individual
41 basis, appeals may be made to the Superintendent, or designee.
42

1 An employee may accumulate up to five (5) personal leave days.

2
3 2. Unused Personal Leave Incentive Plans

4
5 Once annually, unused personal leave may be cashed out as per employee's
6 written request.

7
8 a. Employees who are members of the Teachers' Retirement System Plan 2
9 and 3 shall be reimbursed on the July pay warrant at the current
10 Column I, Step 0 per diem rate of pay for each unused personal leave
11 day **by completing an Unused Personal Leave Cash Out for Teachers/
12 Certificated Staff form and submitting such form to the payroll
13 office by June 30th.**

14
15 b. Employees who are members of Teachers' Retirement System Plan 1 more
16 than two years away from qualifying for retirement shall be
17 reimbursed on the July pay warrant at the current Column I, Step 0
18 per diem rate of pay for each unused personal leave day **by completing
19 an Unused Personal Leave Cash Out for Teachers/Certificated Staff
20 form and submitting such form to the payroll office by June 30th.**

21
22 c. Employees who are members of the Teachers' Retirement System Plan 1,
23 and are within two years of qualifying for retirement, may not cash
24 out unused personal leave due to the fact that this would result in
25 excess compensation billing. Accordingly, by May 1 each year,
26 qualifying Employees who are members of Teachers' Retirement System
27 Plan 1 (see below) may elect to document work performed up to a
28 maximum of seven (7) hours for up to two (2) per diem days of pay
29 when personal leave days have not been used. Eligible work will
30 include work not previously compensated that is performed outside the
31 defined work day and the time spent will be documented by the
32 Employee and approved by the supervisor.

33
34 Plan 1 Teachers' Retirement System members include any Employee who
35 began regular contract service before October 1, 1977.

36
37 Qualifying Plan 1 Teachers' Retirement Systems members who will have
38 the option to document additional work for per diem pay are as
39 follows:

- 40
41 (1) Any member with 28 years of service credit regardless of age; or
42 (2) Any member aged 58 with at least 3 years of service credit; or

1 (3) Any member aged 53 or more with at least 23 years of service
2 credit.

3
4 E. Leaves of Absence

5
6 1. Granting of Leaves

7
8 The authority to grant leaves of absence rests with the Superintendent,
9 with the approval of the Board. Upon expiration of the leave, the
10 individual will be offered the same job if available or, if unavailable,
11 a similar position. An Employee who takes a leave of absence under
12 Sections F-K below and who claims a change of circumstances prior to the
13 scheduled conclusion of the leave, may apply for reinstatement and may
14 be placed by the District for the remainder of the leave period as
15 deemed appropriate by the District.

16
17 2. Absence of Regular Assignment

18
19 In the absence of a regular assignment, the District may utilize the
20 Employee on a substitute basis with a priority for assignments (at
21 substitute pay, not within the bargaining unit covered by this
22 Agreement). Any Employee who applies for and receives unemployment
23 compensation during a period approved for leave of absence under
24 Sections F-K below or who fails to notify the District, in writing, by
25 April 1 of their intent to return to the school district in the
26 subsequent year, shall be deemed to have violated the terms of the leave
27 and to have forfeited all rights. The District will notify each
28 Employee on leave, by certified mail, of this requirement by March 1 of
29 the year on leave.

30
31 A leave of absence may be granted as outlined in Sections F-L below:

32
33 F. Exchange Teaching

34
35 An Employee may participate in a teacher exchange program provided that:

- 36
37 1. The exchange includes one (1) contract year, or the remainder of one (1)
38 contract year, and does not include parts or portions of two (2)
39 contract years.
40
41 2. The superintendent has determined that the exchange program would be
42 beneficial to the Employee and the District.

1
2 3. There would be no additional cost to the District.

3
4 4. The exchange teacher would be a suitable replacement.

5
6 G. Child Rearing Leave

7
8 The District will allow non-compensated child rearing leave in accordance
9 with the following:

10
11 1. The number of child rearing leaves granted in any one contract year will
12 not exceed five (5) percent of full-time contracted Employees.

13
14 2. The purpose of child rearing leave is to allow an Employee, either
15 natural or adoptive, non-paid leave to attend to the need of a child
16 five years of age or younger.

17
18 3. The Employee will request leave with the District Human Resources
19 officer not less than thirty (30) days prior to the date on which the
20 leave would commence.

21
22 4. Child rearing leave will be granted for up to two years. For counting
23 purposes, leaves beginning prior to February 1 shall be counted as one
24 (1) year. Requests for additional child rearing leave will be made to
25 Human Resources no later than April 1 for the upcoming school year.

26
27 5. Said leave will in no way exempt the Employee on leave from reduction
28 consistent with the Reduction of Employee provision of this agreement.

29
30 6. Employees taking leave under this provision will be re-employed in the
31 same position, if available, or, if unavailable, a similar position.

32
33 7. Employees on child rearing leave will accrue no rights to benefits while
34 on leave. If the Employee returns to the District immediately following
35 the year or the remainder of the year for which leave is granted,
36 seniority, salary placement, and Employee benefits will be reinstated at
37 the level accrued at such time as the leave was granted or at the level
38 agreed upon in a successor agreement.

1 H. Adoption Leave

2
3 An Employee receiving a child through legal adoption will be granted leave
4 with pay. Such leave will be deducted from the Employee's accumulated sick
5 leave and may be used as follows:

- 6
7 1. Travel to obtain child
8
9 2. A required observation with the child
10
11 3. Court and legal procedure to finalize adoption
12
13 4. Being home with the child
14

15 I. Military Leave

16
17 The district will comply with current state statutes including RCW
18 41.26.520, RCW 38.40.060, and the Federal Uniformed Service Employment and
19 Reemployment Rights Act U.S. Code Title 38, Chapter 43. Apply through the
20 human resource office as soon as possible.
21

22 J. Sabbatical Leave

23
24 1. Duration of Sabbatical Leave

25
26 Sabbatical leave will include that period agreed upon and will not
27 exceed one (1) contract year.
28

29 2. Purpose of Sabbatical Leave

30
31 Sabbatical leave will be for a program directly related to the
32 individual's area of proficiency and endeavor and the goals of the
33 district/or building. The program may be schooling, travel, or
34 research.
35

36 3. Selection for Sabbatical Leave

37
38 Selection of individuals will be made on the basis of determination
39 that personal capabilities, as well as general teaching and
40 educational practices, will be improved.
41
42

1 4. Prerequisite for Sabbatical Leave Request

2
3 Applicants will have a minimum of six (6) years of service in the
4 District and have satisfactory performance ratings.
5

6 5. Sabbatical Leaves Granted by District

7
8 A maximum of two percent (2%) of the Employees may be granted leave
9 during any one period of time.
10

11 6. Representation of Sabbatical Leaves Granted

12
13 Leaves granted will represent, as nearly as possible, the different
14 levels: elementary, middle school, and senior high.
15

16 7. Application for Sabbatical Leave

17
18 A letter of application will be submitted to the superintendent by May
19 15 preceding the contract year for which leave is requested.
20

21 8. Sabbatical Leave Grants

22
23 Final decision of whether such leave will be granted will be made by
24 the superintendent, with the approval of the Board. The denial of a
25 sabbatical request is not subject to the grievance provisions of this
26 negotiated Agreement.
27

28 9. Re-Employment After Sabbatical Leave

29
30 Employees taking leave under this provision will be re-employed in the
31 same or comparable position for the next ensuing contract year. Said
32 placement will be at the discretion of the District.
33

34 10. Tuition Reimbursement During Sabbatical Leave

35
36 An Employee on leave for schooling purposes under this section
37 qualifies for tuition reimbursement as defined in this negotiated
38 Agreement.
39
40
41
42

1 K. Short Term Educational Leave

2
3 1. Purpose

4
5 The purpose of selecting Employees to participate in short-term
6 educational leaves will be the improvement of the educational program.
7 Workshops, institutes, curriculum development, and other recognized
8 educational opportunities will be considered short-terms. The duration
9 of such leave shall not exceed fifty (50) calendar days.

10
11 2. Authorized Costs

12
13 Authorized costs of short institutes and workshops will be paid by the
14 District, if the District requires such attendance or considers such
15 participation in the District's best interests.

16
17 3. Salary

18
19 Employees on short-term leave will receive their regular salary.
20 Employees may apply credits earned on short-term leave for salary
21 allocation purposes.

22
23 4. Approval

24
25 Participants will be chosen by the superintendent with the approval of
26 the Board.

27
28 L. Leave Without Pay

29
30 The District will allow Employees leaves of absence up to one year without
31 pay for the purposes of study, travel, recuperation, or working in an
32 occupation other than education under the following conditions:

33
34 1. Requests for such leave will be in writing and in such form and content
35 as prescribed by the Board and submitted to the superintendent or
36 designee on or before May 15 preceding the year in which leave is
37 proposed.

38
39 2. Such leave will be for one complete school year and shall not include
40 parts of more than one school year and may be extended for an additional
41 school year at the discretion of the Board.

- 1 3. A maximum of two percent (2%) of Employees shall be considered for
2 receipt of such leave in any single year.
3
4 4. Upon return from leave, the Employee shall be placed in the same or
5 similar position as that last held in the District.
6
7 5. Seniority, salary placement, and Employee benefits will be reinstated as
8 of September 1 of the year the Employee returns to actual service with
9 the District at the level accrued at such time as the leave was granted
10 or at the level agreed upon in a successor agreement.
11

12 M. Jury Duty/Legal Responsibilities Leave
13

14 An Employee who is called for jury duty or an Employee subpoenaed to appear
15 as a witness in a court or administrative proceeding in which the Employee
16 is not a party of interest, shall be entitled to leave with pay for time
17 lost.
18

19 N. Job Sharing
20

21 1. Requirements for Job Sharing
22

23 The District shall comply with the following requirements of statute as
24 now or herein after amended.
25

- 26 a. For the purpose of this Agreement, job sharing shall mean the sharing
27 of a single staff position by two (2) individuals.
28
29 b. Job sharing assignments shall be filled by individuals who have
30 jointly agreed to work together.
31
32 c. If an Employee is unable to arrange a job share proposal with another
33 Employee, the Employee can seek another person outside the school
34 district. The District will consider such job share proposals.
35
36 d. The responsibilities of individuals who share an assignment may be
37 divided and/or allocated according to a plan developed with the
38 building administrator and Employees sharing the assignment. The
39 ultimate decision about the plan or any modification of the plan
40 rests with the building administrator.
41
42 e. Proposals for job sharing shall be submitted to the associate
43 superintendent of human resources for determination no later than
44 June 1.
45

- 1 f. When a shared position is terminated, the Employees will be re-
2 employed in a comparable full-time position if and when such a
3 position is available.
4
- 5 g. Salary, fringe benefits, sick leave, and seniority will accrue to a
6 person in a shared time position on a pro rata basis. The experience
7 and educational step for the Employee will be calculated in
8 accordance with rules and regulations governing Employee placement on
9 the state wide allocation model. Retirement calculation shall be
10 consistent with regulations of the Department of Retirement Systems
11 governing this employment situation.
12

13 VI. Instructional Issues

14 A. Staff Development

15 1. Inservice for Staff

16 In order to improve Employee skills and competencies, the District may
17 offer inservice training to meet the needs of the District as determined
18 by the superintendent or designee.
19

20 a. Voluntary Inservice:

21 Participation in inservice which is offered outside the school day
22 and for which the Employee is not compensated by pay will be at the
23 discretion of the Employee. In the event such inservice is offered
24 for credit, any tuition cost will be paid by the participant.

25 **However, the staff member may apply for tuition reimbursement as
26 provided for in said negotiated Agreement (VIII.B.9.).**
27

28 b. Required Inservice:

29 District-required inservice will be made available at no cost to the
30 Employee except for incidental material and transportation in
31 connection with participation in the course. District-required
32 attendance and participation in inservice which extends more than one
33 hour beyond the student day, or begins later than one hour beyond the
34 student day, will be compensated at the individual hourly per diem
35 rate of pay. Where feasible and possible, inservice will be designed
36 and offered for college credit and/or clock hours with tuition cost
37 paid by the participant. **However, the staff member may apply for**
38
39
40
41

1 tuition reimbursement as provided for in said negotiated Agreement
2 (VIII.B.9.).

3
4 c. Staff members participating in inservice for staff may apply for
5 tuition reimbursement as provide for in said negotiated Agreement
6 (VIII.B.9.).

7
8 d. Inservice Advisory Committee:

9 Teacher input to staff development and inservice will continue to be
10 encouraged. One (1) elementary and one (1) secondary representative
11 of the AEA will serve on the District's inservice advisory committee.
12

13 B. Class Size

14
15 1. Comprehensive High School and Middle School Staffing

16
17 a. Initial District staffing will be based on student full-time
18 equivalent enrollment the first school day in October.

19
20 b. Additions to staff subsequent to October 1 will be made by the
21 superintendent and approved by the Board of Directors.

22
23 c. Staffing at the secondary level will be adjusted on a semester basis.

24
25 d. The provisions of Section B Class Size will be renegotiated in the
26 event of the implementation of III, Section H. (RIF) of this
27 Agreement.

28
29 e. High Schools and Middle Schools. The District will staff the
30 comprehensive high schools and middle schools at a building
31 student/teacher ratio of 22.5/1. Scheduling of students into
32 individual classes will be by the student/teacher ratios listed
33 below:

34
35 (1) Regular classes: 30/1

36 American Literature/Writing classes: 27/1 (11th grade only)

37 High School Writing classes: 25/1

38 Basic classes: 20/1

39
40 (2) Subsequent to October 1, teachers and long-term substitutes of
41 classes exceeding the limits listed above will receive, at the
42 teacher's option, twenty dollars (\$20) overload pay per week per

1 student or a half-hour per week per student release time
2 retroactive to the tenth (10th) day of school to be used in the
3 performance of educational responsibilities as agreed between
4 the teacher and principal.
5

6 **(3) OJT/Work Based Learning classes are not included within the**
7 **intent of this provision.**
8

9 (4) Secondary physical education classes will be staffed at a ratio
10 of 36/1. Classes that exceed that amount will be subject to
11 provisions as shown in (2) above.
12

13 (5) Each of the fully operational comprehensive senior high schools
14 will be staffed at two (2) additional full-time teachers beyond
15 those staff determined by the class building student/teacher
16 ratio of 22.5:1. In transition years to open new comprehensive
17 high schools where less than four (4) grade levels are offered,
18 one additional full time teacher beyond those staff determined
19 by the class building student/teacher ratio of 22.5:1 will be
20 assigned. These additional positions will be used to reduce
21 class loads in areas such as mathematics, science, social
22 studies, and/or English courses required for graduation, to
23 address mainstreaming impact, **ELL**, and special education
24 concerns.
25

26 **(6) High school music classes will be staffed at a ratio of 40/1.**
27 **Classes that exceed that amount will be subject to provisions as**
28 **shown in (2) above.**
29

30 (7) Excluding specialized class displacement (i.e., lab, gymnasium,
31 theater, shop, business education stations, etc.), teachers who
32 occupy more than two regular classrooms per day will receive
33 one-half (1/2) hour per week release time.
34

35 (8) The District will endeavor to assign no more than three (3)
36 preps per semester and/or no more than five (5) different preps
37 per year for teachers working in two or more different
38 departments. Building principals, in conjunction with
39 department heads, shall review proposed teaching assignments in
40 the development of the master schedule in order to ensure fair
41 distribution of courses taught within the department.
42

1 (9) A minimum of one (1) full-time certificated librarian and two
2 (2) para-educators will be assigned to the comprehensive high
3 schools. To ensure accessibility to the high school library
4 facilities, one of the para-educators will be a six-hour
5 position and the second a seven-hour position.
6

7 (10) One additional full-time teacher will be hired for each of the
8 middle schools beyond those staff determined by the class-size
9 ratios in B.1.e. above for the middle school level. These
10 additional teachers will be used to reduce class loads,
11 mainstreaming impact, **ELL**, and special education concerns.
12

13 (11) Each middle school will be staffed with one full-time librarian
14 and six (6) hours of para-educator time.
15

16 **f. Students with Individual Education Plans will be assigned equitably**
17 **in the academic areas of social studies, science, and foreign**
18 **language where students do not receive direct IEP instruction.**
19

20 **g. The District will not implement class schedules that require students**
21 **with Individual Education Plans to be concentrated in some classes**
22 **due to their exclusion from others.**
23

24 **h. Every effort will be made to assign no more than five (5) Resource**
25 **Room or Structured Learning students per period to a general**
26 **education classroom. At the teacher's option, class overload**
27 **compensation or one hour of classified assistance will be**
28 **additionally and independently assigned to the general education**
29 **classroom at the arrival of the fifth (5) Resource Room or Structured**
30 **Learning Student.**
31

32 **i. Middle School Prep Language: Each course title assigned to a teacher**
33 **counts as one prep. No more than 3 preps will be assigned to each**
34 **teacher in a core subject area. No more than 2 grade levels will be**
35 **assigned to each teacher in a core subject area. Honors classes count**
36 **as a prep.**
37

38 2. Class Size--West Auburn
39

40 The District will staff West Auburn High School at a building
41 student/teacher ratio of 22.5/1.
42

- 1 a. West Auburn High School classes will be scheduled at a
2 student/teacher ratio of 25/1. Subsequent to October 1, teachers of
3 classes which exceed twenty-five (25) students will receive, at the
4 teacher's option, twenty dollars (\$20) overload pay per week per
5 student or a half-hour per week per student release time retroactive
6 to the tenth (10th) day of school to be used in the performance of
7 educational responsibilities as agreed between the teacher and the
8 principal.
9
- 10 b. Traditionally large classes such as music, physical education, or
11 OJT/Work Based Learning classes are not included within the intent of
12 this provision.
13
- 14 c. The District agrees to hire six hours of classified personnel to
15 assist in instructional activities.
16
- 17 d. A four-hour library position and a three-hour computer position will
18 be staffed by para-**educators**.
19

20 3. Elementary Staffing Ratios
21

22 Subsequent to October 1, the following class-size provisions will
23 prevail:
24

- 25 a. Combination classes may be formed up to and including October 1.
26 Combination classes consisting of students, grades one and two or
27 grades two and three, shall be staffed at a building pupil/teacher
28 ratio of 25/1. Combination classes consisting of students, grades
29 three and four or grades four and five shall be staffed at a building
30 pupil/teacher ratio of 27/1. In no case will any combination class
31 exceed the ratios listed above, except if a single grade level class
32 is not maintained. In such instances, the compensation or para-
33 educator provisions outlined in this section shall apply.
34
- 35 b. Kindergarten classes will be staffed at a building pupil/teacher
36 ratio of 23/1. Teachers of Kindergarten classes exceeding 25
37 students have the option to receive three hours of classified
38 assistance or class size overload compensation. (See Appendix
39 "Elementary Class Overload") When a teacher reaches a class size
40 overload of 29 students, the teacher will have the option of three
41 hours of additional classified assistance/substitute certificated
42 assistance or class size overload compensation. When an individual

1 class reaches thirty (30), newly enrolled students will be assigned
2 to other kindergarten classes in that school building meeting at the
3 same time if such classes exist. When all kindergarten classes have
4 reached thirty (30), newly enrolled students will be distributed
5 evenly among available classes.
6

7 Kindergarten staff assigned to teach at two sites will be provided:
8

- 9 1) Compensation for mileage. Travel time will be compensated when it
10 infringes on planning time or extends the negotiated work day.
- 11 2) Principals of the two school sites will cooperate with the teacher
12 to eliminate simultaneous responsibilities.
- 13 3) In consideration for kindergarten staff assigned the responsi-
14 bility to travel and fulfill dual responsibilities at two sites, a
15 stipend of 9 hours at the per diem rate of pay will be paid.
- 16 4) Following a year of service as a traveling teacher, unless hired
17 as a traveling teacher, the teacher may return to the original
18 school if there is an open position.
19

20 Preventative Measures for Traveling Kindergarten Teachers:
21

22 The District shall implement the following strategies to prevent
23 traveling teachers and class overloads as the strategy is applicable
24 to the individual school and the time of year:
25

- 26 a. Develop summer kindergarten registration strategies in schools
27 appropriately for that anticipated growth.
- 28 b. Utilize neighborhood and day care clusters to balance kindergarten
29 sections that have geographical proximity; i.e., partner schools.
- 30 c. Set full-time assignments before school starts and utilize half-
31 time hires for unpredictable sections.
- 32 d. Communicate early and often, especially with impacted teachers,
33 about enrollment status and possible adjustments.
- 34 e. Facilitate internal grade-level transfers where possible for
35 kindergarten teachers who may face changes in assignment due to
36 changing enrollments.
- 37 f. Continue posting for full- and half-time positions and/or
38 traveling teachers.
39

- 40 c. **Full-day kindergarten, first and second grade classes** will be staffed
41 at a building pupil/teacher ratio of 23/1. Teachers of **full-day**
42 **kindergarten, first, and second grade classes** exceeding 25 students

1 have the option to receive three hours of classified assistance or
2 class size overload compensation. (See Appendix Elementary Class
3 Overload.) When a teacher reaches a class size overload of 29
4 students, the teacher will have the option of three hours of
5 additional classified assistance/substitute certificated assistance
6 or class size overload compensation. When an individual class reaches
7 thirty (30), newly enrolled students will be assigned to other
8 classes in that school and grade if such classes exist. When all
9 classes have reached thirty (30), newly enrolled students will be
10 distributed evenly among available classes.

- 11
- 12 d. Third and fourth grade classes will be staffed at a building
13 pupil/teacher ratio of 25/1. Teachers of Third and Fourth grade
14 classes exceeding 27 students have the option to receive three hours
15 of classified assistance or class size overload compensation. (See
16 Appendix Elementary Class Overload.) When a teacher reaches a class
17 size overload of 31 students, the teacher will have the option of
18 three hours of additional classified assistance/substitute
19 certificated assistance or class size overload compensation. When an
20 individual class reaches thirty-two (32), newly enrolled students
21 will be assigned to other classes in that school and grade if such
22 classes exist. When all classes have reached thirty-two (32), newly
23 enrolled students will be distributed evenly among available
24 classes.
- 25
- 26 e. Fifth grade classes will be staffed at a building pupil/teacher ratio
27 of 28/1. Teachers of Fifth grade classes exceeding 30 students have
28 the option to receive three hours of classified assistance or class
29 size overload compensation. (See Appendix Elementary Class Overload.)
30 When a teacher reaches a class size overload of 34 students, the
31 teacher will have the option of three hours of additional classified
32 assistance/substitute certificated assistance or class size overload
33 compensation. When an individual class reaches thirty-four (34),
34 newly enrolled students will be assigned to other classes in that
35 school and grade if such classes exist. When all classes have
36 reached thirty-four (34), newly enrolled students will be distributed
37 evenly among available classes.
- 38
- 39 f. **In the event that a teacher opts for para-educator assistance as a**
40 **result of a class size overload as identified in sections a. through**
41 **e. immediately above, the overload para-educator will be in the**
42 **classroom by the 10th day of school. In the event that this can not**

1 **be accomplished, the teacher will be compensated per the standard**
2 **overload compensation model.**

- 3
- 4 g. Classified and/or temporary certificated assistance is subject to
5 reassignment or withdrawal if student enrollment falls below the
6 ratio at which such assistance was added (as stated VI.B.3.b through
7 e). Nothing is to be construed as requiring the District to hire
8 replacement or substitute assistance before the second consecutive
9 day of absence in the event the assigned classified/substitute
10 certificated assistance is gone.
- 11
- 12 h. Special education students in regular classes: Each elementary
13 special education student who receives regular classroom instruction
14 (other than lunch and recess) on a regularly-scheduled basis for 2.5
15 hours or less per day, or 12 hours or less per week, will be counted
16 as a half-time student (.5 FTE) or if such student were so integrated
17 for over 2.5 hours per day per week then said student will be counted
18 as a full-time student (1.0 FTE) on the individual regular classroom
19 roll for purposes of determining classified assistance pursuant to
20 VI.B.3 where the greatest amount of regular instruction is received.
21 Every effort will be made to assign no more than five special
22 education students to an individual, regular classroom. At the
23 teacher's option, class overload compensation or three hours of
24 classified assistance will be additionally and independently assigned
25 to individual, regular program classes with five (5) resource room
26 students (See Appendix Elementary Class Overload). Upon consultation
27 with the building administrator, a teacher who originally selected
28 class overload compensation may choose the para-educator remedy.
29 Para-educators assigned to regular classrooms, where five (5) or more
30 resource room students have been placed are to follow the majority of
31 the resource room students to special classes (resource room, P.E.,
32 music, library, etc.) to assist the specialists.
- 33
- 34 i. When an individual elementary building exceeds ten (10) sections of
35 P.E. instruction, one (1) P.E. specialist will be assigned to teach
36 those sections. A section is defined as two (2) forty-five (45)
37 minute class periods per week. Current staffing (2002-03) of
38 elementary specialists will continue providing 728 monies exist at
39 current level.
- 40
- 41 j. When an individual elementary building exceeds ten (10) sections of
42 music instruction, one (1) music specialist will be assigned to teach

1 those sections. A section is defined as two (2) forty-five (45)
2 minute class periods per week. Current staffing (2002-03) of
3 elementary specialists will continue providing 728 monies exist at
4 current level.

- 5
6 **k.** Based upon October 1 enrollment, the assignment of para-educators to
7 elementary libraries will be as follows:
8

Enrollment	Para-educator Time
600+	7 hours
550-599	6 hours
500-549	5 hours
400-499	4 hours
Below 400	3 hours

9
10 Once assigned, para-educators hours will remain in place until the
11 student enrollment for the building falls fifty (50) students below
12 the assignment trigger. If growth occurs after October 1, the
13 district will consider increased enrollment for possible additional
14 time.

- 15
16 **1. Classes taught by Elementary Specialists (such as music, physical**
17 **education, library, and learning specialists) will be staffed at a**
18 **pupil/teacher ratio of 32/1. Specialists with classes exceeding 32**
19 **students subsequent to October 1st will receive four dollars (\$4) per**
20 **student per day overload compensation retroactive to the tenth (10th)**
21 **day of school.**

- 22
23 **m. If Elementary Specialists (such as those listed above) are required**
24 **to teach reading, they will receive overload compensation when the**
25 **applicable grade level overload requirement is met.**

26
27 **4. Special Education - General Provisions**

28
29 **a. Continuum of Services**

30 **Special Education provides a full continuum of services for students**
31 **with disabilities, ages 3-21 within an appropriate, individual**
32 **program for each student in the least restrictive environment,**
33 **consistent with State and Federal regulations.**
34
35
36

1 b. Stipend

2 All reasonable efforts will be made to schedule Guidance Team,
3 Evaluation Group, and IEP meetings during the 7 hour regular work
4 day. Compensation for meetings held outside of the regular work day
5 is covered for Special Education teachers through the Special
6 Education stipend. All Certificated Special Education teachers will
7 receive an annual stipend of \$2,500 for the duration of the contract
8 paid over twelve (12) months pro-rated by FTE for the following
9 responsibilities:

- 10 • Creation and implementation of all aspects of the IEP process.
- 11 • Duties related to the organization and notification of IEP
12 meetings.

13
14 c. Work Relief Days

15 All Certificated Special Education teachers will receive additional work
16 relief days over and above the standard two (2) a year according to the
17 following standard:

- 18 • 0.5 Certificated Special Ed. teacher: One (1) additional work relief day
- 19 • 1.0 Certificated Special Ed. teacher: Two (2) additional work relief
20 days

21
22 d. Supply Budget

23 Each Certificated Special Education teacher will have a yearly budget
24 of \$250 for the purchase of educational materials at the employee's
25 discretion.

26
27 e. Assistance for Highly Qualified

28 The Auburn School District will assist current Special Education
29 employees and long-term substitutes, in an open position, who need to
30 complete steps to be recognized as Highly Qualified. The ASD will pay
31 for any test that an employee or long-term substitute, in an open
32 position, must take to be recognized as Highly Qualified. The Auburn
33 School District will also arrange for tutors at the request of
34 employees or long-term substitutes, in an open position, who need
35 assistance preparing for such tests. The Auburn School District will
36 notify the Auburn Education Association of the names of employees or
37 long-term substitute, in an open position, who receive any of this
38 assistance.

1 **f. IEP Compensation**

2
3 Once employees have successfully completed twenty-**six** (26) IEPs, they
4 shall be paid **one and one-half** (1½) hours of per diem pay for each
5 finalized IEP beginning with the twenty-**seventh** (27) completed IEP,
6 provided the IEP is completed in a timely fashion.

7
8 If a special education staff is assigned to write, monitor, evaluate,
9 and manage the IEP and program for a student who is assigned to a
10 non-certificated special education teacher or long-term substitute,
11 that special education staff member shall receive **one and one-half**
12 (1½) hours of per diem pay for the student's finalized IEP/managing
13 the student's program, provided the IEP is completed in a timely
14 fashion. IEPs for which a teacher is compensated under this
15 agreement shall not count towards the twenty-five (26) IEP trigger
16 for additional pay set forth above.

17
18 **Documentation for IEPs completed during the school year must be**
19 **submitted to the Student Services Office on a monthly basis.**

20
21 **5. Special Education - Class Size**

22
23 **a. Early Childhood Education-ECE**

24 All early childhood special education classes shall be staffed at one
25 (1) teacher for 8-12 students per session. Each teacher shall
26 receive nine (9) hours of classified assistance per 18 students.
27 Additional classified assistance shall be granted according to
28 student need.

29
30 **b. Resource Room-Elementary**

31 All resource rooms shall receive three (3) hours of classified
32 assistance.

33
34 **In year 2009-2010, at twenty-five** (25) IEPs for which the District is
35 receiving revenue, then three (3) hours additional classified
36 assistance shall be assigned. Out of these additional three (3)
37 hours, the educational assistance may be used to work with IEP
38 students in regular classrooms who otherwise do not need direct
39 resource room assistance. At thirty-five (35) IEPs, three (3) hours
40 classified/substitute certificated personnel may be assigned.

1 In year 2010-2011, at thirty-five (35) IEPs the affected teacher may
2 choose an additional three (3) hours of classified assistance or a .5
3 FTE certificated teacher.
4

5 c. Resource Room-Secondary

6 All resource rooms will receive three (3) hours of classified
7 assistance. When a Resource Room class meets or exceeds 15 students
8 for a class period, an additional one (1) hour of classified
9 assistance will be added to the Resource Room. At thirty-five (35)
10 IEPs the affected teacher may choose an additional three (3) hours of
11 classified assistance or a .5 FTE certificated teacher.
12

13 d. Structured Learning Center (elementary and secondary)

14
15 (1) All SLC Classrooms with 1-10 students will be staffed at two (2)
16 para-educators.
17

18 (2) At 11-14 students, a teacher initiated meeting with the building
19 administrator and Executive Director of Student Special Services or
20 Assistant Director of Student Special Services to discuss the
21 appropriate remedy for overload which could include:
22

- 23 - Release time
 - 24 - Supply money
 - 25 - Additional compensation
 - 26 - Additional classified assistance
 - 27 - Additional certificated staff
- 28

29 (3) The Executive Director will provide an appropriate remedy based
30 on the needs of the individual class. A teacher can appeal the
31 decision of the Executive Director of Special Services within 30 days
32 to the Assistant Superintendent and the President of the Auburn
33 Education Association, who will reserve the right to uphold the
34 previous remedy or provide an appropriate remedy.
35

36 (4) In addition the remedy provided above, the teacher will also be
37 entitled to the following compensation:
38

- 39 - 11-12 students, \$18 a day
- 40 - 13-14 students, \$36 a day
- 41 - 14**

1 - 15 students, \$54 a day in month 1 and 2 and \$72 a day after
2 month 2
3

4 *Self-imposed overloads (voluntary overloads created by teachers at*
5 *the building level) will not be entitled to the additional*
6 *compensation outlined in paragraph (2), but will be entitled to the*
7 *remedy provided in paragraph (3).*
8

9 **** The district will make all reasonable attempts to hire a qualified**
10 **SLC teacher.**
11

12 (5) Review of the proposal by the SLC representatives at a meeting
13 held quarterly.
14

15 (6) The initial numbers will be based on an October 1 enrollment
16 date, with the ability to provide retroactive pay for actual
17 overloads previous to October 1. Pay will be retroactive to the tenth
18 (10th) day of school.
19

20 6. Caseloads--ESA Specialists
21

22 Caseloads for ESA services shall be as follows:
23

- 24 a. Psychological services: 1.0 FTE is responsible for 85-100 cases -
25 initial evaluations, reevaluations, and review of eligibility for
26 transfer students.
27
- 28 b. Speech and Language Pathologist: 1.0 FTE for fifty (50) students.
29
- 30 c. Occupational Therapists: 1.0 FTE for 24 students. Certified
31 Occupational Therapy Assistants are assigned based on student
32 needs.
33
- 34 d. Physical Therapists: 1.0 FTE for 24 students. Physical Therapy
35 Assistants are assigned based on student needs.
36
- 37 e. Counseling services: Each elementary school building shall be
38 assigned one (1) certificated counselor. Each middle school shall
39 be assigned a minimum of two (2) certificated counselors except
40 during a transitional year of opening. Should a middle school
41 building exceed 900 FTE students, a third counselor shall be
42 added. Each comprehensive high school building shall be assigned

1 a minimum of four (4) counselors except during a transitional year
2 of opening. West Auburn shall have one (1) counselor. If a high
3 school building exceeds 2,000 FTE students, a fifth counselor
4 shall be added. For every 400 FTE students thereafter, an
5 additional counselor will be added. Additionally, each
6 comprehensive high school shall be assigned one (1) career
7 counselor. For future counselor position openings, ESA social
8 workers may be considered.
9

10 f. Elementary reading specialists: Contingent upon the receipt of
11 Title I and LAP funds, the district will hire a full-time
12 reading/language arts specialist for each elementary school.
13

14 g. Nurses: The current number of FTE nurses will be maintained. **In**
15 **2008-09, the district staffing was 6.8 nurses.**
16

17 h. **For any period that the district is unable to hire the number of**
18 **ESA Specialists necessary to honor contractual caseload limits due**
19 **to a lack of qualifies applicants, ESA Specialists will be**
20 **compensated as follows:**
21

22 **Occupational Therapists: Two (2) hours of per diem pay for**
23 **each case above 24**
24

25 **Physical Therapists: Two (2) hours of per diem pay for each**
26 **case above 24**
27

28 **Speech & Language Pathologists: Two (2) hours of per diem**
29 **pay for each case above 50**
30

31 **Psychologists: Three (3) hours of per diem pay for each case**
32 **above 100**
33

34 i. **When there are beginning of the year program demands that conflict**
35 **with scheduled professional development that does not apply to the**
36 **ESA employee's professional responsibilities, the employee, in**
37 **consultation with the supervisor identified below, may flex their**
38 **work schedule to address program demands: counselors will consult**
39 **with their building principal; all other ESA employees will**
40 **consult with their program supervisor.**
41

1 j. The LMT will meet to determine the specific criteria for the
2 National Certificate equivalency to the National Board
3 Certification for Teachers. When I-728 monies are reinstated to
4 2008-09 funding level per student (\$458.10), the ASD will
5 implement the model for recognition and compensation for
6 compatible certification.

7
8 k. The ESA Specialists named below will receive extended day
9 contracts at per diem as follows:

- 10 Middle School Counselors - 3 days for a 1.0 FTE
- 11 High School Counselors - 5 days for a 1.0 FTE
- 12 School Psychologists - 12 days for a 1.0 FTE
- 13 Lead School Psychologist - 10 days for a 1.0 FTE
- 14 Lead OT/PT - 10 days for a 1.0 FTE
- 15 Lead Nurse - 10 days for a 1.0 FTE
- 16 Lead SLP - 10 days for a 1.0 FTE

17
18 Every three years lead positions will be posted for any interested
19 staff member in the category to apply.

20
21 Budget Contingency for Extended Day Contracts: Funding of the
22 extended day contracts is contingent upon the premise that the
23 state does not implement a reduction in Basic Education Funding.

24
25 1. Those specialist positions that generate Title 19 Ad Match
26 reimbursement funds (formerly known as Medicaid reimbursement)
27 will meet with their program administrator to determine how the
28 portion of the revenue that the district has determined to flow
29 back to student services will be distributed and used. Individual
30 building will receive no less than 10% of the funds that are
31 generated by their building. Annually, nurses will receive an
32 accounting of how funds were used for the previous year. This will
33 occur no later than October 1st each year.

34
35 7. Reduction in funding

36
37 Should the District experience a reduction in state and/or federal
38 funding for special education, the Association and District agree to
39 meet to discuss potential impact to Article VI Section 4.
40
41
42

1 8. ELL Instructors

2
3 All ELL staffing and resources are contingent on state and federal
4 funding. ELL teachers shall be staffed at one (1) teacher to every 117
5 FTE ELL students. ELL para-educators will be staffed at one (1) para-
6 educator to every 111 FTE ELL students. Staffing for ELL shall occur in
7 March for the preceding school year. Each ELL teacher will receive
8 \$1,500 per year for classroom assistance. Expenditure of these dollars
9 shall be coordinated through the **program administrator** of assessment.
10 Regular scheduled meetings will be held with the **program administrator**
11 of assessment and the ELL teaching staff.
12

13 C. **State Requirements for Graduation**

14
15 1. Advisory

16
17 To meet the state requirements for graduation, schools have implemented
18 systems to work with students to meet the changing demands. Before the
19 start of school each year the expectations of staff to implement the
20 program will be reviewed with staff and a calendar will specify
21 activities will occur. Materials will be provided to deliver the
22 program at least 48 hours in advance except in rare cases.
23

24 The ultimate responsibility to review that students have attained or are
25 on track for graduation will be with the school counselors. Classroom
26 teachers will help facilitate and support the scheduling process by
27 making students available during designated times to meet with
28 counselors, distributing materials or information, and collecting
29 applicable materials.

30 Classroom teachers will not be responsible for: Credit Check
31 Confirmation, Graduation Counseling, or Student Course Selection and
32 Data Input.
33

34 No more than one (1) Advisory session will be scheduled each month. The
35 building administration and staff will devise a plan that is beneficial
36 to the completion of the state graduation requirements. The plan will
37 include time and resources for staff in regards to tracking and
38 evaluating completion of the state requirements.
39
40
41
42

1 D. Mentor Program

2
3 1. Mentor Selection Process

- 4
5 a. The assistant superintendent of elementary education/staff development
6 will announce applications for the subsequent school year and will
7 make application forms available no later than June 1.
8
9 b. Mentor applicants will be considered for assignment if their completed
10 application packet is returned to the assistant superintendent of
11 elementary education/staff development twenty-four (24) hours prior to
12 the meeting of the Selection Committee.
13
14 c. In the event that an Employee has in previous years submitted an
15 application, she/he may reactivate the application by informing, in
16 writing, the assistant superintendent of elementary education/staff
17 development of such intent twenty-four (24) hours prior to the
18 convening of the Selection Committee.
19
20 d. The assistant superintendent of elementary education/staff development
21 will chair a committee composed of six other members, three at-large
22 representatives and three Association representatives. This committee
23 will review applications and, with the approval of the principal(s),
24 recommend mentors for selection.
25
26 e. Initial matching of mentor teachers/ESA's and beginning teachers
27 should be achieved on or before the first student instruction day.
28 Matching of mentors and beginning teachers/ESA's employed subsequent
29 to the first student instruction day will occur within twenty (20)
30 work days following the beginning teachers/ESA's date of employment.
31

32 2. Mentor Selection Criteria

- 33
34 a. Mentor applicants will have completed at least three years of
35 successful experience—preferably in the same district.
36
37 b. Mentor applicants will have had supervision experience (student
38 teacher supervision, department head, liaison teacher, coordinating
39 teacher, or acceptable/comparable experience as verified by building
40 principal).

- 1 c. Mentor applicants will have completed the application process to
2 include references from one peer and the present building
3 administrator.
4
5 d. Mentor applicants should be currently in a full-time assignment.
6
7 e. Mentor applicants will demonstrate effective teaching skills, possess
8 a high level of professional development and commitment, and
9 demonstrate good communication skills.

10
11 3. Mentor Matching
12

- 13 a. When possible, the elementary mentors and beginning teachers/ESAs
14 will be in the same building and preferably in the same grade level.
15
16 b. When possible, secondary mentors and beginning teachers/ESAs should
17 be assigned in the same subject area and will be in the same
18 building.

19
20 4. Mentor Responsibilities
21

- 22 a. Attend required planning and evaluation sessions.
23
24 b. Provide appropriate classroom assistance to the beginning
25 teacher/ESA.
26
27 c. Encourage the instructional development of the beginning teacher/ESA.
28
29 d. Assist the beginning teacher/ESA in acquiring appropriate materials
30 and other resources.
31
32 e. Assist the beginning teacher/ESA in understanding and implementing
33 district policies and procedures.
34
35 f. Be directly responsible to the building principal for the supervision
36 and staff development of the beginning teacher/ESA.
37
38 g. Fulfill assigned responsibilities as a mentor.
39
40
41
42

1 5. Mentor Compensation

- 2
- 3 a. In recognition of meeting the responsibilities as listed in VI.C.4,
- 4 the mentor will receive the OSPI/legislative mentor stipend
- 5 allocation as funded by the state.
- 6
- 7 b. The beginning teacher/ESA will receive the OSPI/legislative beginning
- 8 teacher/ESA stipend allocation as funded by the state.
- 9
- 10 c. The District will reimburse mentors and beginning teachers/ESA's for
- 11 approved travel necessary to the appropriate performance of their
- 12 duties and responsibilities as assigned and/or approved.
- 13
- 14 d. The District will pay for a maximum of six (6) days of substitute
- 15 services for release of the mentor to attend required/approved
- 16 meetings.
- 17
- 18 e. The District will provide additional release time for
- 19 mentors/beginning teachers/ESA's if/when the OSPI/legislature
- 20 allocates such funds.

21

22 E. Site-Based Decision Making

23

24 1. Definition/Recognition

25

26 The District and the Association recognize that some decisions in the

27 District are best made by the individuals who actually provide the

28 services at the worksites. Under the leadership of the building

29 principal or principal designee, staff, and where appropriate, parents,

30 community members, and/or students may make identified decisions at the

31 building level. Thus, the use of collaborative decision making is an

32 option available for the involvement of those directly affected by the

33 decision. Participation by certificated Employees shall be voluntary

34 but available to all.

35

36 2. Building Decision Making Model

37

38 A building's decision making model is to be developed or reviewed

39 annually and submitted to the Association president and the assistant

40 superintendent of human resources and labor relations by October 15

41 annually.

42

1 3. Site-Based Waiver Request

2
3 A school site which has developed a plan which conflicts with this
4 Agreement may ask for a waiver from the Association. Such a request
5 will be made to the Association (and granted) by the parties provided
6 that it is mutually agreed that the waiver will create a sound
7 educational environment and will not jeopardize either party's
8 interests. **Approved** waivers will be for **the current school year only**.
9 Criteria for the approval of waiver requests are available from the
10 Association.

11
12
13 VII. Employee Evaluation

14
15 A. General Provisions

16
17 1. Copies Provided

18
19 On or before October 1 of each year, the Employee will receive copies of
20 the following:

21 a. Job description.

22
23
24 b. Special administrative expectations held for a position, an
25 assignment or an individual and the evaluative criteria to be used in
26 the evaluation of such administrative expectations. The Employee
27 shall have the right to attach, within five (5) school days of
28 receipt, a response and have such placed in the Employee's District
29 personnel file.

30
31 c. The annual evaluation form.

32
33 d. A copy of VII.B.1 of this Agreement.

34
35 2. Plan of Improvement

36
37 Any regular Employee receiving a less-than-satisfactory rating on any
38 indicator will be placed on a plan of improvement. Courses the
39 Employees are required to take as a result of being placed on a plan of
40 improvement will be paid for by the District.

1 B. Formal Observations

2
3 1. Formal Observation Scheduling

4
5 Formal observations will be scheduled as follows:

- 6
7 a. One observation, not less than thirty (30) minutes, prior to December
8 31, and one observation, not less than thirty (30) minutes,
9 subsequent to January 1, or
10
11 b. A series of two modules of not less than fifteen (15) minutes each,
12 totaling not less than thirty (30) minutes, prior to December 31 and
13 a series of two (2) modules not less than fifteen (15) minutes each,
14 totaling not less than thirty (30) minutes subsequent to January 1.
15 Such series of modules must be completed within ten (10) school days,
16 or
17
18 c. A combination of one observation, not less than thirty (30) minutes,
19 and one series of modules, totaling not less than thirty (30) minutes
20 (VII.B.1.b.), provided that not less than thirty (30) minutes of
21 observation is scheduled prior to December 31 and not less than
22 thirty (30) minutes subsequent to January 1.

23
24 2. Pre-observation Conference

25
26 Each formal observation or series of modules (VII.B.a.-c.) will be
27 preceded, at the option of either the evaluator or the Employee, by a
28 conference in which observation arrangements and the Employee's goals
29 and objectives for the instructional session or activity to be observed
30 are discussed by the Employee and the principal or administrative
31 designee.

32
33 3. Cancellation of Formal Observation

34
35 Except in unusual circumstances, the Employee will be informed, in
36 advance of the formal observation or series of modules, of any conflicts
37 in the schedule that will result in cancellation of the observation or
38 module.

1 4. Informal Observation

2
3 Employees may request a meeting with the observer after any informal
4 observation(s). The purpose of the meeting will be to discuss the
5 observation(s).
6

7 5. Written Summary of Formal Observation

8
9 The Employee will receive a copy of a written summary of each formal
10 observation or series of modules. Except in unusual circumstances, said
11 written summary will be provided to the Employee within eight (8) school
12 days following the conclusion of the formal observation or series of
13 modules (VII.B.1.a.-c.).
14

15 6. Post-observation Conference

16
17 If requested by the Employee or the principal or administrative
18 designee, a post-observation conference will occur. Such conference
19 must be requested within ten (10) school days following conclusion of
20 the observation or series of modules. If requested within the
21 prescribed ten (10) school days, the post-observation conference will
22 occur within seven (7) school days following receipt of the written
23 summary of the observation.
24

25 Should a post-observation conference be scheduled, the following should
26 be discussed:
27

- 28 a. Results of the observation,
- 29
- 30 b. Plans for improvement and supervision,
- 31
- 32 c. Plans for the Employee's self-improvement,
- 33
- 34 d. Plans for the next cycle of evaluation.
- 35

36 C. Probation

37
38 1. Anticipated Probation

39
40 In accordance with statute, a regular certificated contract Employee may
41 be placed on probation at any time after October 15. Where it is
42 anticipated that a regular certificated contract Employee may be placed

1 on probation, a meeting will be held a minimum of three (3) weeks before
2 the onset of probation to notify the Employee and to call attention to
3 deficiencies. A written summary of the deficiencies shall be given to
4 the Employee at that meeting.
5

6 2. Superintendent Notification
7

8 RCW 28A.405.100, as now or hereinafter amended, indicates that
9 probationary placement may begin for a regular certificated contract
10 Employee at any time after October 15. The superintendent will notify,
11 in writing, each regular certificated contract Employee to be placed on
12 probation.
13

14 3. Written Documentation
15

16 Employees on probation will receive:
17

- 18 a. A written statement of the deficiencies or conditions which, if not
19 corrected, could result in termination,
20
- 21 b. Written recommendations of remediation or correction of the
22 deficiencies or conditions, and a description of satisfactory
23 performance for the deficient areas,
24
- 25 c. A written plan of administrative supervision for the Employee.
26

27 4. Probationary Procedures for Regular Certificated Contract Employees
28

- 29 a. Consistent with the provisions of RCW28A.405.100, as now or
30 hereinafter amended, during the period of probation, the Employee may
31 not be transferred from the supervision of the original evaluator.
32 Immediately following the completion of a probationary period that
33 does not produce performance changes detailed in the initial notice
34 of deficiencies and improvement program, the Employee may be removed
35 from his/her assignment and placed into an alternative assignment for
36 the remainder of the school year. This reassignment may not displace
37 another employee nor may it adversely affect the probationary
38 Employee's compensation or benefits for the remainder of the
39 Employee's contract year. If such reassignment is not possible, the
40 District may, at its option, place the Employee on paid leave for the
41 balance of the contract term. The Auburn Education Association and
42 the Auburn School District agree that, should the District select the

1 option of placement into an alternative assignment, the individual
2 will perform work related to that requiring a certificate.

3
4 b. The superintendent or administrative designee will coordinate, and
5 the principal or administrative designee will supervise, all
6 probationary placements.

7
8 c. During the period of probation, the principal or administrative
9 designee will meet with the Employees at least twice monthly to
10 evaluate the Employee's progress, or lack of progress, toward
11 remediation of deficiencies or conditions. Such progress, or lack of
12 progress, will be summarized in writing by the principal or
13 administrative designee. The Employee will acknowledge, in writing,
14 receipt of a copy of such summary and will be provided an opportunity
15 to attach written comment of explanation or clarification.

16
17 d. Any deficits or weaknesses known to the District at the onset of
18 probation, but not included in the probationary statement, shall not
19 be relied upon in subsequent evaluations or non-renewals stemming
20 from that probationary period.

21
22 e. An Employee on probation shall be offered assistance of a mentor who
23 is not a regular employee of the district. The District,
24 Association, and the probationer agree not to call the mentor as a
25 witness in any proceeding except to testify to services provided.

26
27 f. At the commencement of the probationary period, probationers will
28 receive:

29
30 1. Written recommendations of remediation or collective deficiencies
31 or conditions, and a description of satisfactory performance for
32 the deficient areas,

33
34 2. Written description of assistance probationer will receive from
35 district,

36
37 3. A written plan of administrative supervision for the Employee.

38
39 g. On or before May 1 of each year, the principal will complete a
40 written evaluation of all probationary Employees and recommend:

41
42 1. Termination of probationary placement, or

1
2 2. Issuance of probable cause under RCW **28A.405.310** or **28A.405.210**.

3 Such notice will include evaluation of the Employee's progress in
4 those areas of deficiencies or conditions appearing in the
5 original notice.

6
7 h. Following receipt of the principal's report, the superintendent will:

8
9 1. Terminate the Employee's probationary status, or

10
11 2. Issue to the Employee a notice of probable cause under RCW
12 **28A.405.310** or **28A.405.210**, or

13
14 3. Identify areas of deficiency which need further improvement.

15
16 i. The District will provide the Association president the name or names
17 of regular certificated contract Employees recommended for probation.
18 In the case of provisional Employees, the District will provide the
19 Association president the name or names of provisional contract
20 Employees being considered for release, when known. Names provided
21 will be held strictly confidential.

22
23 D. Annual Evaluation

24
25 1. Written Copy of Annual Evaluation

26
27 No later than May 15 of each year, the Employee will:

28
29 a. Be given a copy of the written annual evaluation.

30
31 b. Acknowledge receipt of such written annual evaluation with dated
32 signature.

33
34 c. Be given opportunity to attach written comments in the way of
35 explanation or clarification within ten (10) school days following
36 receipt of copy of the written evaluation.

37
38 2. Annual Evaluation Conference

39
40 The annual evaluation conference will be scheduled in advance and may
41 occur simultaneously with the second post-observation conference, if
42 such conference is requested.

1
2 3. Purpose of Annual Evaluation Conference

3
4 The annual evaluation conference should serve as an opportunity for the
5 principal or administrative designee and the Employee to evaluate the
6 Employee's performance for the current year.
7

8 4. Basis of Annual Evaluation

9
10 The Employee's annual evaluation will be based on the following sources
11 of information:

12
13 a. Classroom observations;

14
15 b. Employee activities during the contracted day;

16
17 c. Verified and factual school-related information; and

18
19 d. Duties and responsibilities included on the appropriate job
20 description.
21

22 5. Copy of Annual Evaluation

23
24 The Employee will be provided a copy of the annual evaluation.
25

26 E. Minimum Criteria for the Evaluation of Certificated Classroom Teachers

27
28 The following criteria will be used in the evaluation process and in
29 preparing the written probation progress and evaluation reports. The
30 criteria listed below must be used and space be provided on the evaluation
31 for the signature of the principal or administrative designee and the
32 Employee. The indicators listed below each criterion are guidelines
33 intended to assist the evaluator in judging whether the Employee is meeting
34 the criteria.
35

36 1. Criterion 1: Instructional Skill

37
38 The certificated classroom teacher demonstrates, in his or her
39 performance, a competent level of knowledge and skill in designing and
40 conducting an instructional experience.
41

1 Indicators: The evaluation procedure assesses such teacher abilities
2 and practices as:

- 3
- 4 a. Identifying the learning needs of individual pupils.
- 5
- 6 b. Establishing learning objectives/outcomes consistent with individual
7 pupil learning needs and with district learning objectives and goals.
8
- 9 c. Planning and developing a variety of instructional experiences
10 appropriate to specified learning objectives/outcomes.
11
- 12 d. Conducting/implementing the instructional plan/experience.
- 13
- 14 e. Using the principles of learning to facilitate the learning of
15 objectives.
16
- 17 f. Assessing pupils' learning/achievement of outcomes and using
18 resultant data in the design of future instructional experiences.
19
- 20 g. Identifying and implementing local school district goals, objectives,
21 and policies which affect/influence instructional decisions,
22 curricular outcomes, school and classroom procedures, etc.
23

24 2. Criterion 2: Classroom Management

25

26 The certificated classroom teacher demonstrates, in his or her
27 performance, a competent level of knowledge and skill in organizing the
28 physical and human elements in the educational setting.

29

30 Indicators: The evaluation procedure assesses such teacher abilities
31 and practices as:

- 32
- 33 a. Selecting/creating and using curricular/instructional materials and
34 media appropriate to the pupil(s), subject matter, and the
35 outcome/objective to be achieved.
36
- 37 b. Organizing the physical setting so that it contributes to learning.
38
- 39 c. Identifying and appropriately using instructional resources available
40 throughout the school District and the community.
41

- 1 d. Organizing individual, small group, or large group learning
2 experiences as appropriate to the pupil(s), subject matter, and
3 outcomes desired.
4
5 e. Providing a classroom climate conducive to student learning.
6

7 3. Criterion 3: Professional Preparation and Scholarship
8

9 The certificated classroom teacher exhibits, in his or her performance,
10 evidence of having a theoretical background and knowledge of the
11 principles and methods of teaching, and a commitment to education as a
12 profession.
13

14 Indicators: The evaluation procedure assesses the teacher's
15 demonstrated knowledge of and ability to:
16

- 17 a. Use instructional strategies/methods appropriate to the pupil(s),
18 subject matter(s) taught, and learning outcomes desired.
19
20 b. Relate/use the principles and methods of teaching theory, learning,
21 motivation, development, personality, as a basis for the design of
22 learning experiences.
23
24 c. Specify educational philosophy underlying one's instructional
25 decisions.
26
27 d. Demonstrate commitment to school and professional activities
28 (attendance at local, District, and state meetings; consortium
29 activities; participation on special committees, etc.).
30
31 e. Implement statutes and rules/regulations which have implications for
32 the professional's practice, subject matter specialization, school
33 policy.
34
35 f. Demonstrate commitment to the profession and its code of ethics.
36

37 4. Criterion 4: Effort Toward Improvement When Needed
38

39 The certificated classroom teacher demonstrates an awareness of his or
40 her limitations and strengths and demonstrates continued professional
41 growth.
42

1 Indicators: The evaluation procedure assesses the teacher's commitment
2 to and participation in:

- 3
- 4 a. Inservice and career development activities sponsored by the
5 District, educational service district, and professional
6 organizations.
- 7
- 8 b. Continuing education and training initiated and selected by the
9 individuals.
- 10
- 11 c. Follow-through and response to recommendations included in periodic
12 and annual personnel evaluations.
- 13
- 14 d. Self-assessment/evaluation and identification of strengths, needs,
15 limitations.
- 16

17 5. Criterion 5: The Handling of Student Discipline and Attendant Problems

18
19 The certificated classroom teacher demonstrates the ability to manage
20 the non-instructional, human dynamics in the educational setting.

21 Indicators: The evaluation procedure considers such teacher abilities
22 and practices as:

- 23
- 24 a. Recognizing conditions which may lead to disciplinary problems.
- 25
- 26 b. Establishing clear parameters for student "in-classroom" conduct and
27 making these expectations known.
- 28
- 29 c. Developing appropriate strategies for preventing disciplinary
30 problems.
- 31
- 32 d. Responding appropriately to disciplinary problems when they do occur.
- 33
- 34 e. Resolving discipline problems in accordance with law, school board
35 policy, and administrative regulations and policies.
- 36 f. Assisting students toward self-discipline and acceptable standards of
37 student behavior.
- 38

39 6. Criterion 6: Interest in Teaching Pupils

40
41 The certificated classroom teacher demonstrates an understanding of and
42 commitment to each pupil, taking into account each individual's unique

1 background and characteristics. The certificated teacher demonstrates
2 enthusiasm for and enjoyment in working with pupils.

3
4 Indicators: The evaluation procedure assesses the extent to which the
5 teacher:

6
7 a. Enjoys the process of working with students.

8
9 b. Recognizes characteristics of each student.

10
11 c. Uses knowledge of individual student(s) to design learning
12 experiences and facilitate learning.

13
14 7. Criterion 7: Knowledge of Subject Matter

15
16 The certificated classroom teacher demonstrates depth and breadth of
17 knowledge, theory and content in general education and subject matter
18 specialization(s) appropriate to the elementary and/or secondary
19 level(s).

20
21 Indicators: The evaluation procedure assesses the teacher's knowledge
22 of the subject(s) he/she is required to teach and will consider the:

23
24 a. Depth of knowledge of the subject matter area.

25
26 b. Extent to which the teacher keeps abreast of new developments, ideas,
27 and events in the subject matter area(s).

28
29 c. Enthusiasm and interest of the teacher in the subject(s) taught as
30 reflected in the teacher's continuing professional development.

31
32 d. Relationship between one's subject matter field and other
33 discipline/subjects.

34
35 e. Breadth of knowledge in general education/liberal arts or pursuit of
36 such knowledge.

37
38 F. Minimum Criteria for the Evaluation of Certificated Support Personnel

39
40 The following criteria will be used in the evaluation process, and in
41 preparing the written probation progress and evaluation reports. The
42 criteria listed below must be used and space be provided on the evaluation

1 for the signature of the principal and the Employee. The indicators listed
2 below each criterion are guidelines intended to assist the evaluator in
3 judging whether the Employee is meeting the criteria.
4

5 1. Criterion 1: Knowledge and Scholarship in Special Field
6

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

13 Indicators: The evaluation procedure assesses the support person's
14 competency to:
15

- 16 a. Provide a theoretical rationale for the use of various procedures.
- 17
- 18 b. Demonstrate understanding of the basic principles of human growth and
19 development.
- 20
- 21 c. Demonstrate awareness of personal and professional limitations and
22 have the ability and knowledge to make appropriate referrals.
- 23
- 24 d. Relate and apply knowledge, research findings, and theory deriving
25 from the individual's specific discipline to the development of a
26 program of services.
27

28 2. Criterion 2: Specialized Skills
29

30 Each certificated support person demonstrates, in his/her performance, a
31 competent level of skill and knowledge in designing and conducting
32 specialized programs of prevention, instruction, remediation, and
33 evaluation.
34

35 Indicators: The evaluation procedure assesses the support person's
36 competency to:
37

- 38 a. Design and conduct a program providing specific and unique services
39 within the individual's specific discipline.
- 40
- 41 b. Demonstrate ability to synthesize and integrate testing and non-
42 testing data concerning the student:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

- (1) To help students integrate and assimilate data.
 - (2) To help others involved with the student interpret and use data appropriately and accurately.
 - (3) To help other specialists by providing case study materials.
- c. Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
 - d. Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
 - e. Develop goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.

3. Criterion 3: Management of Special and Technical Environment

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

Indicators: The evaluation procedure assesses the support person's competency to:

- a. Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.
- b. Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, procedures, etc.
- c. Use comparative and interpretive data.
- d. Create an environment which provides privacy and protects student and family information, by adhering to mandated codes of ethics, federal and state regulations, and local school district policies.

1 4. Criterion 4: The Educational Staff Associate as a Professional

2
3 Each certificated support person demonstrates awareness of his/her
4 limitations and strengths and demonstrates continued professional
5 growth.

6
7 Indicators: The evaluation procedure assesses the support person's
8 competency to:

9
10 a. Demonstrate awareness of the law as it relates to his/her area of
11 specialization.

12
13 b. Demonstrate awareness of responsibilities to students, parents, and
14 other educational personnel as defined by the professional code of
15 ethics supported by the support person's competence area.

16
17 c. Demonstrate commitment to school and professional activities
18 (attendance at local district and state meetings, consortium
19 activities, participation on special committees, etc.).

20
21 d. Demonstrate commitment to the concept of career-long professional
22 growth by participation in workshops, seminars, or graduate study.

23
24 5. Criterion 5: Involvement in Assisting Pupils, Parents, and Educational
25 Personnel

26
27 Each certificated support person demonstrates an acceptable level of
28 performance in identifying and offering specialized assistance to those
29 needing specialized programs.

30
31 Indicators: The evaluation procedure assesses the support person's
32 commitment to and competence in offering specialized assistance to:

33
34 a. Consult with other staff, school personnel, and parents concerning
35 the development, coordination, and/or extension of services to those
36 needing specialized programs.

37
38 b. Plan and develop support programs to serve the preventive and
39 developmental needs of the school population and the special needs
40 for some students.

1 c. Interpret characteristics and needs of students for parents, staff,
2 and community, in group and individual settings, via oral and written
3 communications.
4

5 G. Abbreviated Evaluation/Short Form
6

7 After an Employee has received four (4) consecutive years of satisfactory
8 evaluation, the teacher and supervisor may mutually agree to use the
9 abbreviated evaluation procedure. Abbreviated evaluation procedures may
10 not be used as a basis for considering an Employee's work unsatisfactory or
11 for recommending non-renewal of the Employee's contract.
12

13 An abbreviated evaluation procedure shall include either:
14

- 15 a. A thirty (30) minute observation during the school year with a written
16 summary, or
17
18 b. A final annual written evaluation based upon the negotiated evaluation
19 criteria and based on at least two (2) observation periods during the
20 school year totaling at least sixty (60) minutes without a written
21 summary of such observations being prepared.
22
23 c. Standard evaluation (long form) procedures must be followed at least
24 once every three years thereafter. Either an Employee or an evaluator
25 may request application of standard evaluation procedures for any given
26 year by informing the other party, in writing, on/or before the first
27 day of October of the year in which the evaluation is to be performed.
28

29 H. Professional Growth Plan
30

31 After an employee has received four (4) years of successful certificated
32 employment with the last two consecutive years being in the Auburn School
33 District, the employee and supervisor may mutually agree to use the
34 Professional Growth Plan.
35

36 Procedures for the Professional Growth Plan are as follows:
37

- 38 1. By October 1, employee and primary evaluator mutually agree to
39 participate in the Professional Growth Plan.
40
41 2. At the first meeting between the employee and evaluator, a plan will be
42 created indicating the mutually developed professional growth goals,

1 specific strategies to reach those goals, and specific indicators of
2 progress.

- 3
- 4 3. A second meeting will be held to give an update of progress toward
5 goals.
- 6
- 7 4. A third meeting, completed by May 15, will be conducted to write a
8 summation of the Professional Growth Plan. The summation is to be
9 mutually written by both the employee and supervisor as a review of the
10 year's progress. The summation is to be used as the evaluation for the
11 year.
- 12
- 13 5. While participating in the Professional Growth Plan, informal
14 observations by administrators may occur at any time.
- 15
- 16 6. If the employee and supervisor mutually agree, the employee may continue
17 with the Professional Growth Plan.
- 18

19

20 VIII. Salary Provisions & Schedules

21

22 A. General Salary Provisions for Teachers and Educational Staff Associates

23

24 The parties acknowledge and desire to comply with the state compensation
25 equalization and increase limitation policy enacted by the Legislature.
26 Nothing contained in this Agreement, either by application or
27 interpretation, is to be construed so as to in any way cause directly or
28 indirectly the District, its Board, officers, employees, or agents to grant
29 compensation or increases thereto in excess of those permitted by law or
30 regulation.

31

32 Salaries and insurance benefits found to be in violation of limitations
33 imposed or in excess of compliance limitations shall be adjusted to bring
34 the District into compliance.

35

36 B. Explanation of Salary Schedule

37

38 1. S.A.M. Agreement

39

40 The parties agree that the state-funded salary allocation model is the
41 Auburn salary schedule structure. See Appendix (State Allocation
42 Model).

1
2 2. Experience Credit
3

4 Experience credit for placement on the appropriate schedule must be
5 documented with the District human resources office. Such documentation
6 shall be received by human resources within sixty (60) days of
7 employment. The District will notify new employees of all experience
8 requirements necessary for salary placement within thirty (30) days of
9 employment.

10
11 3. State Guidelines for Credit
12

13 Credit will be allowed for advancement on the salary schedule according
14 to state guidelines. The district human resources office will assist
15 employees to determine if credit is consistent with state guidelines.
16

17 4. Clock Hours
18

19 Certificated Employees will receive the equivalent of a one-college-
20 credit-hour course on the salary schedule for each ten (10) clock hours
21 of approved inservice training attended, provided such credit is
22 accepted by OSPI and/or other appropriate state monitoring agencies and
23 the District receives apportionment from the state for any salary
24 advancement resulting from the acceptance of the credit.
25

26 5. Employee's Training File
27

28 A file of each Employee's training will be kept in the District human
29 resources office. It will be the responsibility of the Employee to keep
30 the training record up to date.
31

32 6. Compensation for Movement on Salary Schedule
33

34 Movement on the salary schedule will be consistent with relevant WACs
35 and RCWs governing placement of individuals on the salary allocation
36 model. Consistent with current salary schedule placement criteria,
37 individuals may qualify for a pay increase through a change in salary
38 schedule column placement when applicable credits and/or clock hours
39 have been completed and official transcripts have been submitted prior
40 to October 1. Compensation for column placement changes will be paid on
41 a retroactive basis. Retroactive means a lump sum payment for the
42 months preceding the first month of pay at the revised rate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

7. Errors in Computation

Should an error occur in the computation of the Employee's contract, the Employee's salary will be adjusted for the current year.

8. New Employees

Employees new to the District must file transcripts before a contract can be delivered.

9. Tuition Reimbursement

The District agrees to reimburse each Employee, up to \$500 per year, for professional improvement as follows:

- a. Tuition reimbursement (college credit classes, continuing education units, clock hours);
- b. Registration and/or instructor fees for workshops and conferences;
- c. Implementation of professional growth plans involving credits and/or clock hours.

10. Supplemental Salary Committee

The District and the Association shall continue to convene the Supplemental Salary Committee. This Committee shall review and establish criteria for the placement of positions covered on the supplementary salary schedule and to recommend changes in placement criteria or salary to the Association and District Labor Management Team. The Committee will consist of five Association appointees and five District appointees. Appointments will be made in October of each year with appointments lasting two(2) years. Individuals may be re-appointed.

IX. Grievance Procedure

A. Procedures

The purpose of the grievance procedure is to provide a means for resolution of disagreements arising from Employee allegations that a misapplication, misinterpretation, or violation of the terms and conditions of this Agreement has aggrieved her/him/them.

An individual, a group of teachers, or the Association, may initiate and submit such grievances in writing to the superintendent. The grievance procedure does not apply to **the** content of teacher evaluations, non-renewal of contract, dismissal, or reduction in force employees.

The grievant may elect use of the following procedure whenever she/he believes a misapplication, misinterpretation, or violation of this Agreement has aggrieved her/him. Said alleged grievance must be filed within thirty (30) calendar days of occurrence, knowledge of occurrence, or at such time as the Employee should reasonably have had knowledge of such occurrence, unless otherwise mutually agreed. Grievances will be processed as rapidly as possible, the number of days indicated at each Step will be considered as maximum, and the Association and the District will make all reasonable effort to expedite the process. Time limits, under unusual circumstances, may be extended by mutual consent. The time limits provided in this section will be strictly observed unless extended by written agreement of the parties. The District will provide the Association with pertinent information. Failure of the Association to proceed with its grievance within the time limits provided will result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time limits provided will entitle the Association to proceed to the next step.

The Administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such information as is requested for the processing of any grievance.

Neither party shall be permitted to assert in the arbitration proceedings any evidence not previously disclosed to the other parties.

1 1. Step I

2
3 A grievant will discuss an alleged grievance first with the principal or
4 immediate supervisor. Every reasonable effort will be made to resolve
5 the matter at this level in an informal manner. The Employee may be
6 accompanied by an individual of his/her choosing at any Step in this
7 section. The individual will go to the person responsible for the
8 grievable action.
9

10 2. Step II

11
12 If the matter cannot be resolved within seven (7) school days, the
13 aggrieved may formalize the alleged grievance, in writing, to the
14 Assistant Superintendent of Human Resources and the Association
15 President then disseminate to appropriate supervisor.
16

17 Such written grievance will include a concise written statement of the
18 alleged grievance, the circumstances surrounding the alleged grievance,
19 and suggestions for resolution of the alleged grievance. A decision by
20 the superintendent will be rendered within seven (7) school days after
21 receipt of the written grievance.
22

23 3. Step III

24
25 If the alleged grievance is not resolved at Step II within ten (10)
26 **school** days, the Association will determine if the grievance will be
27 submitted to the American Arbitration Association or the Federal
28 Mediation and Conciliatory Service (FMCS). If so, the Association will
29 submit written notice to the Superintendent. The Arbitrator's
30 deliberation will be limited to the statement of grievance and proposed
31 resolution. Further, the arbitrator will be without power to make a
32 decision which requires commission of an act prohibited by law or which
33 is outside the scope of this Agreement. If any question arises as to
34 arbitrability, such question will first be ruled upon by the arbitrator
35 selected to hear the dispute. The parties will be bound by the rules of
36 the American Arbitration Association except as otherwise mutually
37 agreed.
38

39 4. Arbitration Decision

40
41 Arbitration will be conducted pursuant to the procedures of the American
42 Arbitration Association. The decision of the Arbitrator will be

1 submitted to the Board and the Association and will be final and binding
2 upon the parties. The costs for the services of the arbitrator,
3 including per diem expenses, if any, travel and subsistence expenses,
4 and the cost of any hearing room will be borne equally by the Board and
5 the Association.

6
7 The award of the Arbitrator may be entered in any court of competent
8 jurisdiction.

9
10 5. June Grievance Filing

11 When a grievance is submitted on or after June 1, the parties will
12 mutually agree on time lines of all school days.

13
14 6. Timelines

15 Both parties can mutually agree to extend timelines while resolving
16 grievances.

17
18 B. Steps for Mediation of Grievances

19
20 Notwithstanding the provisions of the collective bargaining agreement, the
21 parties agree to a procedure for the mediation of grievances in accordance
22 with the following:

23
24 1. Grounds for Mediation

25
26 A grievance may be referred to mediation if the Association is not
27 satisfied with the disposition of the grievance at Step II of the
28 grievance procedure contained within the collective bargaining
29 agreement, or if no written decision has been received from the District
30 within the time limits prescribed in Step II.

31
32 2. Notification of Mediation

33
34 The Association must notify the District, in writing, within five (5)
35 working days of the conclusion of Step III of the Association's desire
36 to refer the grievance to mediation. The District shall respond to the
37 Association whether or not the District agrees to the mediation of the
38 grievance no later than two (2) working days prior to the Association's
39 contractual deadline for the submission of a grievance to arbitration or
40 within five (5) working days of receipt of the written notification,
41 whichever is sooner.
42

1 3. Submittal to Mediation/Mutual Agreement

- 2
- 3 • The District and the Association must mutually agree to submit a
4 grievance to mediation. If the parties agree to submit a
5 grievance to mediation, then the timelines and procedures
6 contained within the grievance procedures of the collective
7 bargaining agreement which provide for the submission of a
8 grievance to binding arbitration shall be held in abeyance until
9 such time as written notification of appeal is provided by the
10 Association to the District. The date on which written
11 notification of appeal is filed by the Association with the
12 District shall serve as the date from which the timelines and
13 procedures contained within the collective bargaining agreement
14 which provide for the submission of a grievance to binding
15 arbitration shall be enforced.

16

17 4. Appeals to Arbitration

18

19 In the event that a grievance which has been mediated is appealed to
20 arbitration, the mediator may not serve as arbitrator, nor may the
21 mediator be placed on any panel from which an arbitrator is to be
22 selected by the parties. In the arbitration proceedings, there shall be
23 no reference to the fact that a mediation conference was or was not
24 held. Nothing said or done by the mediator may be referenced or
25 introduced into evidence at the arbitration hearing and nothing said or
26 done by either party for the first time in the mediation conference may
27 be used against it in arbitration.

28

29 5. No Settlement/Appeal

30

31 If no settlement is reached at mediation, the grievance may be appealed
32 to arbitration in accordance with grievance procedures in the collective
33 bargaining agreement between the parties. If the Association desires to
34 appeal the grievance to arbitration, written notice of such appeal must
35 be made within ten (10) working days following the termination of the
36 mediation conference.

37

38 6. Mediation Fees

39

40 The fees and the expenses of the mediator shall be shared equally by the
41 parties.

42

1 X. Duration/Signatory

2
3 A. Duration

4
5 1. Duration of Agreement

6
7 This Agreement will be effective as of the 1st day of September, 2009,
8 and will continue in effect until the 31st day of August, 2011.
9 Negotiations between the parties for a successor Agreement will begin no
10 later than sixty (60) days prior to the expiration date of this
11 Agreement. This agreement will remain in effect until a successor
12 agreement is in effect.
13

14 2. Agreement to Discuss Calendar and Funding

15
16 The parties mutually agree to meet and discuss calendar and the impact
17 of newly legislated and/or funded programs.
18

19 3. Modification of Contract

20
21 This contract may be modified in writing by mutual agreement.
22

23 4. Financial Hardship

24
25 In the event of a significant financial hardship the contract will be
26 reopened to discuss impact. Any modification to the agreement must be
27 mutually agreed upon.
28

1 B. Signatory

2

3 Signed this _____ day of _____ 2009.

4

5 AUBURN SCHOOL DISTRICT NO. 408 AUBURN EDUCATION ASSOCIATION

6

7

8 _____
Board President

President

9

10 Section 1.02 Members of the Labor Management Team

11

12

13 _____
Timothy Cummings

Cathy deJong

14

15

16 _____
Dave Halford

Tom McDermott

17

18

19 _____
Sally Colburn

Steve Homfeldt

20

21

22 _____
Louanne Decker

Peter Aiau

23

24

25 _____
Mike Newman

Melissa Scheer

1 Appendix

2 TRI Schedules:

3 **2009-2010**.....

4 **2010-2011**.....

5 Supervisory Stipend.....

6 Specified Professional Duties Stipend.....

7 Certificated Activity Salary Schedule.....

8 Activity Placement Schedule.....

9 Department Chairperson/Team Leader Supplemental Salary Schedule.....

10 Professional Growth Plan.....

11 Elementary Class-Size Chart.....

12 School Calendars:

13 **2009-2010**.....

14 **2010-2011**.....

15 **2011-2012**.....

16 **Cause/Just Cause** -----

17 Employee Assistance Program (EAP).....

18 **Letter of Agreement for Waiver Days/Individual Choice SIP Plan**

19 **Letter of Agreement for I-728**

20 **Waiver from Negotiated Agreement**

21

22

23

24

25

26

27

28

29

30

1 TRI SCHEDULE 2010-11

1 Supervisory Stipend

2
3 The rate of pay for supervision will be \$12 per hour. Up to two (2) hours of
4 supervisory pay shall be paid for preparation time for the fall open house.
5

6 Specified Professional Duties Stipend

7
8 Required duties for the below-listed tasks, worked beyond the normal work day
9 (I.A.2.), shall be compensated at the individual hourly per diem rate. The
10 rate shall be computed as follows: 1/181 of individual's base salary divided
11 by 7, rounded to the nearest dollar. These tasks include:
12

- 13 A. Payment at the per diem rate for required attendance at workshops,
14 conferences, classes, inservices, or seminars when attended beyond the
15 contracted day.
- 16 B. Interview teams.
- 17 C. District-directed curriculum development and adoption unless otherwise
18 agreed.
- 19 D. Textbook selection.
- 20 E. Summer school/extended school year.
- 21 F. Inservice trainers.
- 22 G. **Impact Trainers**
23 For staff participating in assigned training conducted on non-school days.
24 Compensation will not exceed payment for eight (8) hours in any one day.
- 25 H. **After school/Saturday detention.**
- 26 I. AP/PSAT/SAT test preparation
- 27 J. Classroom teachers, reading specialists, psychologists, speech and language
28 pathologists, counselors, occupational therapists, physical therapists and
29 nurses required to participate in case study and/or multi-disciplinary
30 teams meeting outside WAC time.
- 31 K. Other professional duties as mutually agreed to by the Association's
32 president and the District's superintendent. Except as otherwise provided
33 in this Agreement, required hours of work beyond the work day; e.g.,
34 instructional fairs, young authors, spelling bees, will be compensated at
35 the professional rate of pay.

36
37 Required **overnight** duties involved with fifth grade camp supervision shall be
38 compensated at two percent (2%) of the beginning teachers' salary schedule
39 amount (Column 1, Step 0). This weekly rate will be prorated to the number of
40 actual days **overnights** served.

2009-10 CERTIFICATED ACTIVITY SALARY SCHEDULE

High School Activity Salary Schedule

Activity	Years of Experience		
	0-1	2-3	4+
Annual	\$4746	\$5124	\$5425
Band	\$7119	\$7460	\$7797
Choir	\$4716	\$5084	\$5425
Debate	\$5425	\$5763	\$6102
Drama	\$5763	\$6102	\$6442
Journalism	\$4716	\$5084	\$5425
Orchestra	\$5425	\$5763	\$6102

High School Activity/Athletic Coordinator Schedule

Years of Experience		
0-1	2-3	4+
\$7458	\$7797	\$8132

A high school activity stipend will be based on a point system that includes amount of time, number of participants, and responsibilities. During the course of the negotiated Agreement, increase of these dollar amounts will be the same as the average increase applied to the State Allocation Model. **West Auburn Senior High School activity stipends shall be compensated at the middle school rate(s) on the Certificated Activity Salary Schedule.**

Middle School Activity Salary Schedule

(60% of Average High School Advisor Except for Band)

Activity	Years of Experience		
	0-1	2-3	4+
Annual	\$3079	\$3292	\$3492
Band	\$3079	\$3292	\$3492
Choir	\$3079	\$3292	\$3492
Debate	\$3079	\$3292	\$3492
Drama	\$3079	\$3292	\$3492
Journalism	\$3079	\$3292	\$3492
Orchestra	\$3079	\$3292	\$3492

Middle School Coordinator Salary Schedule

Years of Experience		
0-1	2-3	4+
\$6444	\$6780	\$7119

Middle School ASB Advisor Salary Schedule

Years of Experience		
0-1	2-3	4+
\$3731	\$4071	\$4407

1
2
3
4
5
6

Table I
Activity Placement Schedule
High School

Activity	Criterion I	Criterion II	Criterion III	Experience	Total
Annual	5	3	5	1-3	14-16
Band	5	6	9	1-3	21-23
Choir	5	3	5	1-3	14-16
Debate	5	5	5	1-3	16-18
Drama	5	4	7	1-3	17-19
Drill Team	5	3	5	1-3	14-16
Journalism	5	3	5	1-3	14-16
Orchestra	5	3	7	1-3	16-18
Middle School Coord.	5	6	7	1-3	19-21

7
8
9
10
11

ACTIVITIES PLACEMENT SCHEDULE
CRITERIA 3

Activity	Equip/Repair	Uniform Costume	# of Assistants	Schedule	Par/Grp	Vendor Purch	Mts	Dline/Comp	Total	Total Points Criteria III
Annual	1	0	0	1	2	3	1	3	11	5
Band	3	3	2	3	3	3	2	3	22	9
Choir	1	1	0	2	2	2	1	3	12	5
Debate	1	0	1	2	1	1	1	3	10	5
Drama	3	3	1	2	1	3	1	3	17	7
Drill	2	3	1	1	2	2	1	2	11	5
Journalism	1	0	0	1	2	3	1	3	11	5
Middle Sch. Coord.	2	2	0	3	1	2	3	3	16	7
Orchestra	3	1	0	2	3	2	1	3	15	7

12

1 Department Chairpersons/Team Leaders

2
3 When the department chairperson structure is in place, the principal, in
4 consultation with the chairperson, will determine the duties and
5 responsibilities of the chairperson.

6
7 When the department chairperson positions are in place at the middle school,
8 the stipend may be shared among willing individual team leaders. The
9 principal, in consultation with appropriate staff, shall select the team
10 leaders and determine the duties of the team leaders.

11
12 Neither the department chairpersons nor team leaders will be responsible for
13 performing individual annual Employee evaluations.

14
15
16 DEPARTMENT CHAIR/TEAM LEADER SUPPLEMENTAL SALARY SCHEDULE
17 2009-10
18

Steps/Experience	A	B	C	D
0-1 Years	\$2705	\$3052	\$3389	\$3730
2-3 Years	\$3052	\$3389	\$3730	\$4070
4+ Years	\$3389	\$3730	\$4070	\$4406

19
20 During the course of the negotiated Agreement, increase of these dollar
21 amounts will be the same as the average increase applied to the State
22 Allocation Model.

23
24
25 Department chair/team leader stipends are based on the following schedule:

26
27 11-21 Sections Column A
28 22-32 Sections Column B
29 33-43 Sections Column C
30 44+ Sections Column D
31
32

33 Experienced Department Chairperson: 10 years in district will receive \$300.

34
35 Mentor Department Chairperson: 20 years in district will receive \$600.
36
37
38

**AUBURN SCHOOL DISTRICT NO. 408
PROFESSIONAL GROWTH FORM**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

First meeting _____
(date)

Second meeting _____
(date)

Summary meeting _____
(date)

To be completed by the employee and evaluator:

Employee _____ School _____ Year _____

Supervisor _____

Grade _____ Subject(s) _____

Goals: Record the mutually developed professional growth goals, specific strategies to reach these goals, and specify the indicators of progress below. (Update of progress to be completed at second meeting.)

Signatures below confirm concurrence with above plan

Employee Name (please print)

Employee Signature

Date

- 1 **Summary of year's progress (to be completed by the employee and evaluator at final**
- 2 **meeting):**

Comments (to be completed by the evaluator):

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

Employee Name (please print)

Employee Signature

Date

	+1 overload	+2 overload	+3 overload		+4 overload	+5 overload
Grade	26	27	28	Reconsider	29	30
K	\$9/day	\$18/day	\$36/day	Reconsider	\$54/day	\$72/day
FD K-2	\$18/day	\$36/day	\$54/day	Reconsider	\$72/day	\$90/day

	+1 overload	+2 overload	+3 overload		+4 overload	+5 overload
Grade	28	29	30	Reconsider	31	32
3-4	\$18/day	\$36/day	\$54/day	Reconsider	\$72/day	\$90/day

	+1 overload	+2 overload	+3 overload		+4 overload	+5 overload
Grade	31	32	33	Reconsider	34	32
5	\$18/day	\$36/day	\$54/day	Reconsider	\$72/day	\$90/day

- Chart based upon 4.5 hours of instructional day
- At the regular education teacher's option, compensation for Special Education students overload may be selected in lieu of 3 hours of classified assistance. Five or more Special Education students equals the compensation at the +1 overload cell.

When an elementary level, regular classroom teacher of grades K-5 reaches a class size overload at the +4 cell the teacher has the following options:

1. An option to reconsider their previous overload choice (pay or para) and switch fully to the other option.
2. An option to continue to receive pay for overload students at the +1 to +3 overload and receive a 3 hour para educator due to reaching the +4 overload*
3. An option to continue to receive the 3hour para for +1=+3 overload students and receive overload compensation due to reaching +4 overload student. Such compensation will be equal to the beginning level compensation cell.

**In the event that the overload is reduced from the +4 (or more) to the +3 overload, the para remedy will supersede the pay option for one week until contractual obligations to the para educator are met. The overload pay remedy will go back into effect at the end of the one week period.*

Elementary Class Size Chart

	<u>K-2</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	25	26 >27 >28	29 >30
2)	25	26 >27 >28	29 >30 Balance evenly after these points
3)	25	26 >27 >28	29 >30

	<u>3-4</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	27	28 >29 >30	31 >32
2)	27	28 >29 >30	31 >32 Balance evenly after these points
3)	27	28 >29 >30	31 >32

	<u>5</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	30	31 >32	33 >34
2)	30	31 >32	33 >34 Balance evenly after these points
3)	30	31 >32	33 >34

No transfer of students to other schools.

Cause/Just Cause

- **7 Key tests**

- **Notice**

- Did employer give forewarning or foreknowledge of the possible or probable consequences of the disciplinary conduct

- **Reasonable rule or order**

- Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the employers business and the performance that the employer might properly expect of the employee

- **Investigation**

- Did the employer, before administering the discipline to an employee. Make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management

- **Fair investigation**

- Was the employer's investigation conducted fairly and objectively

- **Proof**

- At the investigation, did "the judge" obtain substantial evidence or proof that the employee was guilty as charged

- **Equal treatment**

- Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees

- **Penalty**

- Was the degree of discipline administered by the employer in a particular case reasonably related to the seriousness of the employees proven offense and the record of the employee in his service with the employer

1 EAP Flyer

Letter of Agreement

Waiver Days

The Auburn School District will apply for waiver days from the state board of education.

The Auburn School District will make application for five (5) waiver days for the 2009-2010 and 2010-2011 school years.

On Waiver Days, an employee may determine to work individually or collaboratively in their building by submitting an Individual Choice SIP Plan form to their principal.

In the event that the application for Waiver Days for the 2009-2010 or the 2010-2011 school year is not approved, the Auburn Education Association and the Auburn School District will meet within five (5) days of the denial date to decide how to create the equivalent of five days worth of time within the contracted work day during which an employee may determine to work individually to improve student achievement. During the restructured time, an employee may determine to work individually or collaboratively by submitting an Individual Choice SIP Plan.

1 **INDIVIDUAL CHOICE SIP PLAN**

2
3
4 Date: _____

5
6 School: _____

7
8 Employee: _____

9
10
11
12
13 1. School SIP Plan target

14
15
16
17
18
19
20
21 2. Teacher’s plan to achieve SIP plan goal

22
23
24
25
26
27
28
29 3. Description of plan outcome

30
31
32
33
34
35
36
37 In accordance with WAC 180.18.050, upon request an employee will provide evidence to their building
38 administrator of the seven (7) hours of work completed. Failure to do so will result in the deduction of
39 seven (7) hours of pay for that waiver day from the August paycheck.

40
41
42
43
44
45
46
47 Letter of Agreement

This Letter of Agreement addresses understandings regarding the implementation of the Initiative 728 Plan for the 2001-02 school year for the Auburn School District.

The Initiative 728 Plan addresses the intent to maintain a level of service in the event the legislature reduces funding to existing programs. As of the drafting of this Letter of Agreement, both the house budget and the senate budget contemplate reductions; therefore, Initiative 728 funds may well have to be employed to offset program reductions in areas such as class size and staff development. Further, due to the fact that the legislature will be reconvened for a rare second 30-day special session, the complexities of appropriate planning may necessitate the carry over of funds.

In the event that monies remain sufficient to fund other aspects of the 728 plan than offsetting program reductions, the school board has outlined four general areas to promote student achievement. This Letter of Agreement will address both the interest and impact of those targeted areas as well as set forth common understandings.

1. Common Understandings

- A. The current negotiated Agreement between the Auburn Education Association and the Auburn School District applies to all aspects of implementation of the plan unless otherwise noted.
- B. The only route to alter a current term or condition of the negotiated Agreement is through a waiver process as defined within the negotiated Agreement.
- C. Prior to the development of its 2002-03 728 plan, and independent of asking certificated staff to participate in any community forums, the school board will seek input from the district's certificated staff.

2. Understandings related to the four general areas outlined in the school board's 728 plan

- A. Contingent upon available 728 funding, the first and second grade start time will be extended to that of third through fifth grade at the elementary school level. If implemented, the following understandings will be in operation:
 - 1. First and second grade classroom teachers will have a 45-minute block of planning time each day and an additional 30-minute block of time during the week. A goal would be to have a 30-minute teaming time in common within grade level.

1 This will be accomplished by adding five minutes of non-contact time to the bell
2 schedule of each elementary school. Though individual buildings may determine the
3 best manner to add this non-contact time, the order of consideration would be to first
4 consider adding five minutes to the lunch recess before contemplating other schemes
5 such as adding time to other recesses.
6

7 2. In the event specialists are hired to teach certain subject matter areas, those specialists
8 would also correct papers, grade student work, and conduct necessary
9 communications regarding pupil achievement for the subject matters taught.

10
11 3. In designing approaches to address the extended learning day, learning specialist
12 positions may be created. In filling these positions, the district will first seek those
13 who may be interested within an individual building then those who may be
14 interested from within the district and then outside applicants.
15

16 B. Targeted reduction of class size, extended learning opportunities, and staff development
17

18 It is understood that if sufficient funds remain after the implementation of the grade 1 and
19 2 extended day start, the board will contemplate expending funds for purposes such as
20 targeted class size reduction; extended learning opportunities such as free summer school
21 for at-risk learners, after-school programs, Saturday schools, and programs during mid-
22 winter and spring break; and lastly, plans for staff development.
23

24 1. In contemplating targeted class size reduction, the parties would like consideration
25 given to the following possibilities:
26

27 a. Dissolve 3rd through 5th grade splits on a space-availability basis.
28

29 b. Team teaching in a single class.
30

31 c. Roving teachers assigned to more than one class.
32

33 d. Support for identified low performing student groups.
34

35 e. Targeted 4th and 5th grade class-size reduction on a space-availability basis.
36

37 2. In the event 728 funds are expended to address areas such as summer school, after-
38 school programs, and Saturday schools, it is understood that a rate of pay for such
39 work performed will be as currently identified in the negotiated Agreement.
40

41 3. In the event 728 funds are expanded in the area of staff development, it is the interest
42 of the parties that staff development monies be used to assist educators in dealing

with essential learnings and WASL standards. It is further understood that the rate of pay for such work is as currently identified in the negotiated Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13

Auburn School District No. 408

Auburn Education Association

Date

Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Article II. CONTRACT WAIVER REQUEST

SCHOOL/UNIT SEEKING WAIVER:

NAME OF AEA CONTACT PERSON:

PHONE:

DATE: _

A. **Description of Plan Requiring the Waiver:**

B. **Objectives to be Accomplished by the Plan:**

C. **Section of the Contract to be Waived:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

D. **Reasons Waiver is Necessary to Meet Objectives Above:**

E. **Has the Building/unit Decision-making Process Been Followed in Developing this Request?**

F. **What Percentage of the AEA Represented Staff Supports This Waiver Request?**

G. **Description of the Dissenting/Opposing viewpoint to the Waiver Request:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

H. **Statement of How Dissenting/Opposing Viewpoint is to be Managed:**

I. **How will this Change Benefit Students?**

J. **Describe Your Plan for Assessing Your Success in meeting the Objectives of This Plan.**