Negotiated Agreement

Ratified by the

and the

Effective

September 1, 2024 – August 31, 2027

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Table of Contents

I. Administration 1

A. Definition/Recognition 1

1. Declaration 1

2. Definitions 1

3. Recognition 2

4. Recognition/Definition of Long-Term Substitutes 2

5. Representation for New Job Titles 3

B. Management Rights Clause 3

C. Status of Agreement 3

D. Conformity to Law Saving Clause 3

E. Contracts/Resignation 3

1. Length of Contract 3

2. Separation, Resignation 3

3. Individual Employee's Contract 3

4. Replacement Contracts 4

5. Additional Instruction Period Contracts 4

6. Additional Compensation 4

a. Designated Time 4

b. Enrichment Contract 5

c. Longevity Stipend 5

d. Intent to Return 6

2) New Educators 6

3) Experience/Longevity Stipend for Educational Staff Associates: 6

4) Case Study/**IEP** Meeting 6

e. Payment of Supplemental Contract(s) 6

F. Distribution of Agreement 7

1. Proofreading 7

2. Copies of Agreement 7

II. Business 7

A. Association Security/Representation Fees 7

1. Dues Deduction 7

2. Hold District Harmless 7

3. Availability of Information 7

B. Strikes 8
1. 'No Strike' Clause 8
2. Return to Work 8
C. Association Rights and Privileges 8
1. Availability of Information 8
2. Use of Buildings 8
3. Inter-school Mail 9
4. Bulletin Board Space 9
5. Building Association Meetings 9
6. Release of Association President 9
7. Release of Association Representatives 10
8. Presenting Information About the Exclusive Bargaining Representative – Access to New Employees 10
D. Negotiation Procedures 11
1. Bargaining Agreement 11
2. Labor Management Team (LMT) 11
3. Informal Consultation 11
4. Agreement Ratification 11
5. Calendar 11
III. Personnel 11
A. Just Cause 11
1. For the Employee: 12
2. For the Association: 12
B. Employee's Rights and Responsibilities 12
1. Non-Discrimination 12
2. Private and Personal Life 13
3. Controversial Questions in the Classroom/Academic Freedom 13
4. Parent Visitation to the Classroom 13
5. Administrator Change to Student Grade 13
6. Standardized Testing 13
7. Sexual Harassment of Employees or Students 13
8. Teacher Responsibilities 14
9. District Committees 14
10. Copyright Laws 14
C. Student Discipline **and Employee Safety** 15

1. **Certificated Employee** Authority 15
2. Methods of Student Control 15
3. Emergency Removal 17
4. **Certificated Employee** Rights 17
D. Employee Protection 18
1. Insurance 18
2. Public Information Request 18
3. Employee Personal Property Insurance 19
4. Reporting of Damage to Personal Property 19
5. Review of 'New Student' Confidential Files 19
E. Workday/Planning Time 19
1. Workday 19
2. Duty Free Lunch Period 20
3. Leaving Assigned Place of Duty During Duty Free Lunch 20
4. Planning Period 20
5. Elementary Recess Coverage 22
6. Work Relief Days 22
7. Student Assessment Workload 23
8. Travel Time 23
9. Inclement Weather 23
10. Employee Expectations Related to Curriculum, Responsibilities, Assessment, and Program 23
11. Classroom-Based Performance Assessments 24
F. Covering Classes 24
1. Staff Utilization for Covering Classes 24
2. 'Zero' Period Assignments 24
G. Vacancies, Reassignment, and Transfers 25
1. Vacancies 25
2. Reassignment 25
3. Voluntary Transfer 25
4. Involuntary Transfer 26
5. Frequency of Involuntary Transfers 26
6. Involuntary Transfer Outside Area of Endorsement 27
7. Provisions of Transfer 27
8. Provisions of Reassignment 27
9. **Administrator Reassignment** 28

10. Procedures for staff in buildings undergoing remodeling 28
a. Adequate packing materials, including boxes, tape, and labels 28
b. Clear instruction about packing, labeling, deadlines, etc. 28
c. Storage sites 28
a. Staff groups released to pack: 29
H. Personnel Files 29
I. Reduction in Force of Employees/Employment of Reduced Employees 30
1. General Provisions and Definitions 30
2. Seniority Criteria 30
3. Seniority List 31
4. Appeals 31
5. Staff Selection 31
6. Provisions of Reemployment 32
7. Provisions of RIF (Reduction in Force) Leave 32
IV. Salaries & Benefits 33
A. Payday 33
B. Salary Deductions 33
1. Automatic Payroll Deductions 33
2. Optional Payroll Deductions 34
3. Hold Harmless Clause for Payroll Deductions 34
4. Direct Deposit of Payroll Checks 34
C. Insurance 35
D. Employee Assistance Program (E.A.P.) 35
E. District Responsibility 35
F. Industrial Insurance 35
1. Job-Related Injury or Illness 35
2. Injury from Personal Assault **or Student Action** 36
3. Assault **or Student Action**: Initial Deductibles from Medical Insurance Plan 36
G. Employee Health and Safety 36
H. Substitute Pay 36
I. Billing for Association Services 36
J. Reimbursement for Personal Car Use 37
K. National Board Certification 37
V. Leaves 37
A. Sick Leave, Emergency Leave, Absence from Duty Forms 37

1. Annual Leave Allowance 37
2. Accumulated Sick Leave Cash Out 38
3. Accrued Sick Leave from Prior Employment 38
4. Entitled Sick Leave Allowance for Mid-Year Hires 38
5. Emergency Leave 38
6. Submission of Absence 38
7. Leave Sharing 39
B. Paid Family and Medical Leave 39
C. Family Medical Leave Act (FMLA) 40
D. Bereavement Leave 40
1. Definition 40
E. Personal Leave and Incentive Plans 40
1. Personal Leave 40
2. Unused Personal Leave Incentive Plans 41
F. Leaves of Absence 41
1. Granting of Leaves 41
2. Absence of Regular Assignment 41
G. Exchange Teaching 41
H. Child Rearing Leave 42
I. Adoption Leave 42
J. Military Leave 42
K. Sabbatical Leave 43
1. Duration of Sabbatical Leave 43
2. Purpose of Sabbatical Leave 43
3. Selection for Sabbatical Leave 43
4. Prerequisite for Sabbatical Leave Request 43
5. Sabbatical Leaves Granted by District 43
6. Representation of Sabbatical Leaves Granted 43
7. Application for Sabbatical Leave 43
8. Sabbatical Leave Grants 43
9. Re-Employment After Sabbatical Leave 43
10. Tuition Reimbursement During Sabbatical Leave 44
L. Short Term Educational Leave 44
1. Purpose 44
2. Authorized Costs 44

3. Salary 44
4. Approval 44
M. Leave Without Pay 44
N. Jury Duty/Legal Responsibilities Leave 45
O. Job Sharing 45
1. Requirements for Job Sharing 45
VI. Instructional Issues 46
A. Staff Development 46
1. Inservice for Staff 46
B. Class Size 47
1. Comprehensive High School and Middle School Staffing 47
2. Class Size - West Auburn 49
3. Transitional Kindergarten 50
4. Elementary Staffing Ratios 51
k. Elementary Librarians 53
l. Elementary reading specialists: 54
m. Behavior intervention specialists: 54
5. Special Education - Class Size 54
a. Early Childhood Education-ECE 54
b. Resource Room-Elementary 57
c. Resource Room-Secondary 57
d. West Auburn Resource Room 58
e. Structured Learning Center (elementary and secondary) 58
f. Transition Assistance Program (TAP) 59
g. Pathways (elementary and secondary) 60
h. Teacher of the Deaf 61
i. Teacher of the Visually Impaired 61
C. Special Education - General Provisions 62
1. Continuum of Services 62
2. Stipend 62
3. Work Relief Days 62
4. Supply Budget 62
5. Assistance for ESSA Compliance 63
6. IEP Compensation 63
7. Para Vacancies 63

D. Reduction in Funding 64
E. ESA Specialists 64
1. Caseloads for Special Education ESA service providers: 64
2. Medicaid Billing 65
5. ESA Program/PD Conflicts 67
6. Workspace 67
7. ESA Extended Days 67
8. Counseling services 68
F. **ML** Instructors 69
1. Professional Provisions for ML Teachers 69
2. Elementary **ML** 69
3. Secondary **ML** 69
a. Class Size 70
4. Caseload Overload Provision 70
5. Para Vacancy Provision for **ML** 70
6. Annual WIDA Testing 70
7. General Provisions 71
8. Department Chair/Team Lead 71
9. Additional Compensation and time in Recognition for extra work to provide a quality ML Program 71
G. Instructional Specialists/Title/LAP 72
H. Inclusionary Practices 72
1. Co-Teaching 72
I. State Requirements for Graduation 74
1. Advisory 74
J. Educator Support Program 74
1. Educator Support Selection Process 74
2. Educator Support Selection Criteria 75
3. Educator Support Matching 75
4. Educator Support Responsibilities 75
5. Educator Support Compensation 75
K. Technology 76
1. Chromebook Replacement or Repair 76
2. Collaboration in Choosing New Technology 76
3. Professional Development 76

4. Additional Technology Equipment 77
5. Compliance and Review 77
L. Professional Discretion, and Collaborative Communities 77
M. Site-Based Decision Making 79
1. Definition/Recognition 79
2. Building Decision Making Model 79
3. Site-Based Waiver Request 80
VII. Employee Evaluation 80
A. General Provisions for all Employees not Defined as Classroom Teachers 80
1. Copies Provided 80
2. Plan of Assistance 80
B. Formal Observations 80
1. Formal Observation Scheduling 80
2. Pre-Observation Conference 81
3. Cancellation of Formal Observation 81
4. Informal Observation 81
5. Written Summary of Formal Observation 81
6. Post-observation Conference 81
C. Probation 82
1. Anticipated Probation 82
2. Superintendent Notification 82
3. Written Documentation 82
4. Probationary Procedures for Regular Certificated Contract Employees 82
D. Annual Evaluation 83
1. Written Copy of Annual Evaluation 83
2. Annual Evaluation Conference 84
3. Purpose of Annual Evaluation Conference 84
4. Basis of Annual Evaluation 84
5. Copy of Annual Evaluation 84
E. Minimum Criteria for the Evaluation of Certificated **Professionals**. 84
1. Criterion 1: Instructional Skill 84
2. Criterion 2: Classroom Management 85
3. Criterion 3: Professional Preparation and Scholarship 85
4. Criterion 4: Effort Toward Improvement When Needed 86
5. Criterion 5: The Handling of Student Discipline and Attendant Problems 86

6. Criterion 6: Interest in Teaching Pupils 86
7. Criterion 7: Knowledge of Subject Matter 87
F. Minimum Criteria for the Evaluation of Certificated Support Personnel (BIS, Nurses, Counselors, etc.) 87
1. Criterion 1: Knowledge and Scholarship in Special Field 87
2. Criterion 2: Specialized Skills 88
3. Criterion 3: Management of Special and Technical Environment 88
4. Criterion 4: The Educational Staff Associate as a Professional 89
5. Criterion 5: Involvement in Assisting Pupils, Parents, and Educational Personnel 89
G. Abbreviated Evaluation/Short Form 89
H. Professional Growth Plan (PGO) 90
VIII. Classroom Teacher Evaluation 90
A. Introduction 90
B. Definitions 91
C. General Provisions 92
1. Copies Provided 92
2. Student Growth Goal Setting 92
3. Artifacts and Evidence 92
4. Professional Development 93
5. Record Keeping 93
6. Electronic Monitoring 93
7. Alternative Evaluator 93
8. Plan of Assistance 93
D. Comprehensive Evaluation (Formal Observation Process) 94
1. Formal Observation Scheduling 94
2. Pre-observation Conference 94
3. Cancellation of Formal Observation 94
4. Informal Observation 95
5. Written Summary of Formal Observation 95
6. Post-observation Conference 95
7. Formative Mid-Year Rating 95
E. Probation 96
1. Anticipated Probation 96
2. Superintendent Notification 96
3. Written Documentation 97

4. Probationary Procedures for Regular Certificated Contract Employees 97
F. Final Summative Evaluation Conference (formerly Annual Evaluation) 99
G. State Criteria, Framework, and Scoring for Certificated Classroom Teachers 99
1. The state evaluation criteria for classroom teachers are: 99
2. Criterion Performance Scoring 100
3. Summative Performance Rating 100
4. Student Growth Criterion Score and Student Growth Inquiry Plan 100
H. Focused Evaluation 101
IX. Salary Provisions & Schedules 102
A. General Salary Provisions for Teachers and Educational Staff Associates 102
B. Explanation of Salary Schedule 102
1. S.A.M. Agreement 102
2. Experience Credit 102
3. State Guidelines for Credit 102
4. Clock Hours 102
5. Employee's Training File 103
6. Compensation for Movement on Salary Schedule 103
7. Errors in Computation 103
8. New Employees 103
9. Tuition Reimbursement 103
10. Supplemental Salary Committee 103
X. Grievance Procedure 104
A. Procedures 104
1. Step I 104
2. Step II 104
3. Step III 105
4. Arbitration Decision 105
5. June Grievance Filing 105
6. Timelines 105
B. Steps for Mediation of Grievances 105
1. Grounds for Mediation 105
2. Notification of Mediation 106
3. Submittal to Mediation/Mutual Agreement 106
4. Appeals to Arbitration 106
5. No Settlement/Appeal 106

6. Mediation Fees 106
XI. Duration/Signatory 107
A. Duration 107
1. Duration of Agreement 107
2. Agreement to Discuss Calendar and Funding 107
3. Modification of Contract 107
4. Financial Hardship 107
B. Signatory 108
XII. List of Appendices 109

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 180 (days). 'Individual hourly per diem' means the individual's per diem salary divided by 7 (hours).

'Professional rate of pay' will be determined as follows: 18-19 rate shall total 11% added to the 17-18 SAM per diem rate at each cell. The 19-20 rate shall total 1.9% or IPD (whichever is greater) and will be added to the 18-19 SAM professional rate at each cell.

'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 workdays (180) and is designated as a 1.0 FTE. Working fewer hours or fewer days results in a designation less than a 1.0 FTE.

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

'SAM' refers to the salary allocation model.

‘Concurrent’ teaching shall be defined as:

- Providing education for students in-person and online simultaneously.
- Concurrent teaching will occur solely based upon teacher-initiated requests.
- In the event of technology and/or band-width issues, blended teachers (hybrid and online at the same time) will have the ability to restructure their class time so the delivery of instruction makes sense for their needs and students' needs. Staff will communicate with their administrator.
- Those teachers who choose to teach concurrently will follow the ASD Dept of Technology best practices of concurrent teaching.

‘Synchronous’ Instruction shall be defined as a student, or a group of students engaged in learning at the same time using technology that allows the teacher and student to connect in real-time to deliver any of the following:

- Timely actionable feedback to students.
- Direct instruction to students through video conferencing (Google Meets).
- Teacher guided peer-to-peer learning, 1:1 instructional support, goal setting, conferencing
- Whole or small-group instruction.

‘Asynchronous’ Instruction shall be defined as any of the following:

- Learning done on a student's own time or schedule.
- Students work independently.
- Self-guided instructional modules.
- Pre-recorded lessons.
- Discussion, emails, or chats that are not within the scheduled school day.

3. Recognition

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

4. Recognition/Definition of Long-Term Substitutes

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

5. Representation for New Job Titles

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

B. Management Rights Clause

The Association recognizes the Board as the elected representative of the constituents of the District and recognizes its legal responsibilities in connection with the operation of the District through its appointed superintendent and staff. It is the intention of the parties hereto that all rights, powers, prerogatives, duties, and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgments or modifications will be to the extent specifically set forth in this Agreement and such abridgments or modifications are to be strictly construed.

C. Status of Agreement

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

D. Conformity to Law Saving Clause

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

E. Contracts/Resignation

1. Length of Contract

The length of employee contract for a full-time equivalent employee is 180 student contact days. The student contact days are noted on the calendars for the next three years which ends with the **2026-2027** school year. These calendars appear in the appendix.

2. Separation, Resignation

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

3. Individual Employee's Contract

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

4. Replacement Contracts

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

5. Additional Instruction Period Contracts

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

   b. Part-time staff members who are offered the opportunity to add an additional teaching period for the semester/year beyond their original base contract will receive a revised employment contract reflecting their adjusted FTE status.

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

   d. Part-time staff members who receive a revised employment contract due to the addition of an Additional Instruction Period will have their benefits adjusted accordingly.

6. Additional Compensation

Extended days and additional supplemental stipends will be compensated at the individual Employee's per diem rate of pay and listed on a supplemental contract.

   a. Designated Time

   Designated time will total 44.5 hours. The allocated hours are as follows:

HOURS	ACTIVITY
10.5	**District Determined Time***
17.5	**Employee Determined Time**
7.0	**Principal Determined Time**
7.5	**Building Determined Time**
2.0	**Open House Attendance****

The plan for Building Determined Time will be created by the Building Leadership team with approval of the plan by a simple majority vote of the staff.

***District Determined Time is to be scheduled the week before school starts. No hours will be scheduled on the Friday of this week.**

****Open house for the following school year will be scheduled prior to the last working day in June.**

Designated Hours are prorated based upon an employee's FTE status. (For example, an employee who has a 0.5 FTE contract will receive 50% of the-Designated Hours and is only responsible for 0.5 of the Designated Hours.)

Teachers will sign in for OSPI State Mandated Training.

b. Enrichment Contract

Each employee will receive an Enrichment Contract totaling 120.0 hours. Enrichment hours are prorated based upon an employee's FTE status. (For example, an employee who has a 0.5 FTE contract will receive 50% of their Enrichment Contract and is only responsible for 0.5 of the Enrichment Contract.) The Enrichment Contract provides compensation to certificated employees for responsibilities for those activities that are directly related to the four (4) areas outlined by OSPI as enrichment. These four (4) areas fall into the categories below.

- Extended day opportunities for students to enhance learning.
- Extended school year opportunities to enhance learning.
- Parent outreach activities to bridge school to home relationship.
- Professional development.

c. Longevity Stipend

In addition to the above, the longevity stipend will be $2,250 for every staff member beyond year 16 to year 19 on the SAM in columns 1-9. The longevity stipend will be $3,250 for every staff member from year 20 to year 24 on the SAM in columns 1-9. The longevity stipend will be $4,250 for every staff member from year 25 to year 29 on the SAM in columns 1-9. The longevity stipend will be $5,250 for every staff member at year 30 and beyond on the SAM in columns 1-9.

Longevity stipends will be paid in full to each employee who qualifies based on years of service, regardless of FTE status, as outlined above. **The longevity stipend will increase by the state's inflationary adjustment, currently the Implicit Price Deflator, on the 2024-25 salary scheduled in Appendix A.**

Beginning with the 2026-27 school year, the longevity stipend will be equal to the 2025-2026 longevity stipends and will be compressed as follows:

for every staff member beyond year 16 to year 17 on the SAM in columns 1-9;
for every staff member from year 18 to year 19 on the SAM in columns 1-9;
for every staff member from year 20 to year 21 on the SAM in columns 1-9;
for every staff member at year 22 and beyond on the SAM in columns 1-9.

2024-2025	2025-2026	2026-2027
Years of Service		
16-19	**16-19**	**16-17**
20-24	**20-24**	**18-19**
25-29	**25-29**	**20-21**
30+	**30+**	**22+**

Longevity stipends will be paid in full to each employee who qualifies based on years of service, regardless of FTE status, as outlined above.

d. Intent to Return

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

1) An employee that notifies the District of their intention to retire will be granted two (2) additional per diem day's pay for cleaning out their classrooms by June 30. Payment will be remitted on or before the employee's final paycheck.

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

2) New Educators

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

Educators new to the profession shall receive access to purchase $100 worth of supplies for the classroom.

3) Experience/Longevity Stipend for Educational Staff Associates:

ESA staff will be placed on SAM according to the number of years' experience regardless of whether that experience was in a school/hospital/clinical setting (or other).

4) Case Study/**IEP** Meeting

Psychologists, Counselors, nurses**,** and classroom teachers (including TOSAs and specialists) will receive individual professional rate of pay for participating in case study/case study meetings outside **Before/After School** time.

e. Payment of Supplemental Contract(s)

Supplemental contracts will be paid monthly in equal amounts.

F. Distribution of Agreement

1. Proofreading

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

2. Copies of Agreement

a. The contract shall be available on-line through the district website.

II. Business

A. Association Security/Representation Fees

1. Dues Deduction

The association shall have the exclusive right to payroll deduction of dues and assessments required for membership for employees, provided, that the Association shall present said deductions to the District in one (1) billing which shall change no more than three (3) times per fiscal year, exclusive of the addition or deletion of individuals. Written authorization and/or revocation of membership shall be provided to the district by the Association. The District shall continue to provide such deduction service during the period of this Agreement. The Association shall notify the District immediately of any employee's election to rescind their written authorization. Written authorizations/revocations received after the District's monthly payroll cutoff date will be processed the following month.

2. Hold District Harmless

The District shall be held harmless of the Association for compliance with the article, including reasonable attorney fees.

3. Availability of Information

The names, work assignments, work locations, hire date, hours per day per assignment, phone number, mailing address, email address, pay and salary information of employees shall be provided to the President of the Association monthly, after the completion of the final payroll. The Association President shall be furnished, upon request, reasonable and appropriate available data pertinent for use in carrying out the Association's negotiation and representation functions. All parties shall exercise discretion in the utilization of such data.

B. Strikes

1. 'No Strike' Clause

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

2. Return to Work

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work, in any form, either based on individual choice or collective Employee conduct, the Association will immediately, upon notification, attempt to secure an immediate and orderly return to work.

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

C. Association Rights and Privileges

1. Availability of Information

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

2. Use of Buildings

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

3. Inter-school Mail

The Association and its Representatives may use District inter-school mail and e-mail services for normal communications with Employees provided such does not result in additional expense to the District. All materials will be labeled as Association materials and bear the name of the Association member originating the communication. Said use is subject to District procedures which will include freedom from censorship by the District. The Association will accept all responsibility for such Association communications transmitted through the inter-school mail or distributed by the Association. The Association will hold harmless, defend, and reimburse the District for any judgment, suit, action, or assessment against the District that result from the District's good faith compliance with this section.

4. Bulletin Board Space

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

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

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

5. Building Association Meetings

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

If a Professional Development course is offered on an AEA regularly scheduled meeting date, the Building and Executive Board Representatives will be excused from attending the Professional Development. AEA will provide the yearly calendar of dates of AEA meetings by April 1 of each school year.

6. Release of Association President

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

Upon return to contracted duties, placement and advancement on the salary schedule will apply per this negotiated agreement.

The District will make all salary and other benefit payments to and on behalf of the Association president on release time as if the president were not on release time. The Association will reimburse the District the AEA president's compensation allowable for those salary and mandatory/permissive benefit payments (including sick leave buyback) allowable to the release time. Such reimbursement will be made monthly, concurrent with the District's delivery of the Employee's pay stub, which includes payment for release time.

The Association president shall be entitled to earn compensation for duties performed beyond the workday and/or work year as all other members of the bargaining unit are entitled to receive, including additional stipends that AEA assigns.

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

7. Release of Association Representatives

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

8. Presenting Information About the Exclusive Bargaining Representative – Access to New Employees

   a. The employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

   b. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

   c. "Reasonable access" for the purposes of this section means:

      1) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit.

      2) The access is no less than thirty minutes; and

      3) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

   Nothing in this section prohibits an employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

D. Negotiation Procedures

1. Bargaining Agreement

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

2. Labor Management Team (LMT)

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

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

Meetings will be held during the workday at mutually agreeable times. Release time for meetings will be provided by the District.

3. Informal Consultation

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

4. Agreement Ratification

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

5. Calendar

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

a. The district will place fourteen (14) late start days for teacher determined work.

III. Personnel

A. Just Cause

No employee will be disciplined without just cause/due process (See Appendix- “Just Cause”). Discipline shall be progressive. Progressive discipline includes verbal warnings (written with summary), written reprimands, suspension with pay, suspension without pay and discharge. The exception to progressive discipline will be for serious offenses. When an allegation of misconduct is

made against an employee and that allegation, if true, is cause for discipline, the District will take the following steps:

1. For the Employee:

    a. Call the employee in and inform them they have a right to representation.

    b. Inform the employee of the allegation of misconduct and that an investigation is being conducted.

    c. If representation is requested, schedule meetings with the employee when representation is available.

    d. Notify the employee of the District's intent to administer discipline at least two days prior to a disciplinary meeting.

    e. The District will provide the employee with a written statement of the grounds for the disciplinary action.

2. For the Association:

    a. Attempt to notify the Association President that there is an allegation of misconduct, and that representation might be requested.

        1) The District shall notify the Association president when the allegation of misconduct is serious.

    b. Notify the Association of the District's intent to administer discipline at least two days prior to a disciplinary meeting.

    c. The District will provide the Association with a written statement of the grounds for the disciplinary action.

    d. Allow for review to the Association the investigatory material the District relied upon for the administration of discipline. If requested, investigative material will be provided upon filing a grievance.

B. Employee's Rights and Responsibilities

1. Non-Discrimination

Unless based on a bona fide occupational qualification, neither the District nor the Association will unlawfully discriminate against any Employee subject to this Agreement on the basis of race, creed, color, sexual orientation, gender, national origin, age, marital status, or because of the presence of any sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others, or in the exercise of their rights under RCW 41.59.

2. Private and Personal Life

Employees are entitled to the full legal rights afforded under federal law, state law in the U.S. and Washington State Constitution. The religious or political activities of the Employee and the private and personal life of the Employee will not be grounds for disciplinary action unless the District can show just and sufficient cause that such activities or the Employee's private or personal life adversely impacts the performance of assigned duties.

3. Controversial Questions in the Classroom/Academic Freedom

It is the right and responsibility of Employees to encourage freedom of discussion of all aspects of controversial questions in the classroom. Teachers are expected to consider the maturity level of their students and to make sure that their expressed ideas, their content, and the materials are related to the established instructional program.

4. Parent Visitation to the Classroom

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

5. Administrator Change to Student Grade

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

6. Standardized Testing

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

7. Sexual Harassment of Employees or Students

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

a. Informal procedure for resolving complaints:

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

    2) If the individual is uncomfortable with confronting the harasser, they may request that a district administrator address the harasser.

b. Formal procedure:

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

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

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

8. Teacher Responsibilities

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

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

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

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

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

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

9. District Committees

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

10. Copyright Laws

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

C. Student Discipline **and Employee Safety**

1. **Certificated Employee** Authority

Subject to the limitations set forth below in connection with the emergency removal of students, all **certificated employees** shall have the authority to discipline any student for any disruptive or disorderly conduct or other violation of rules for student conduct which may occur in the presence of the **employee's** supervision. **Employees** may also recommend the suspension or expulsion of students to the proper school authorities.

2. Methods of Student Control

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

b. Certificated employees shall have the authority to detain students under their supervision for up to forty (40) minutes after the regular student dismissal time. Detention will not extend beyond the time of departure of the bus upon which the student can ride unless prior arrangements have been made with the student's parents or guardian.

c. Removal: Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an **employee's** immediate supervision, may be excluded by the **employee** from **their** individual classroom and instructional or activity area for the remainder of the class or activity or until the principal or designee and **employee** have conferred, whichever occurs first: PROVIDED, that except in emergency circumstances, the **employee** shall have first attempted one or more alternative forms of corrective action; PROVIDED FURTHER, that in no event, without the consent of the **employee**, may an excluded student be returned during the balance of that class, activity period, or up to the following two days, or until the principal or designee and the **employee** have **the opportunity to meet and discuss the removal**.

1) Meeting Protocols

i. This meeting will occur at a time when the employee is not actively instructing or supervising students.
ii. This meeting will not occur during the employee's duty free lunch break.
iii. The meeting and conversation will occur in a respectful, non judgmental manner.
iv. The intent of the meeting is to jointly arrive at a decision as to whether the student requires a plan to support student re-entry into the class/activity/period or can re-enter that same day. If the employee and administrator cannot arrive at a joint decision, the employee may request a formal "Plan of Re-entry".
v. The teacher will not be expected to meet with the student one-on-one.

2) **Plan of Re-Entry**

i. **If an employee requests a Plan of Re-entry, the building administrator or designee, will create, share and discuss the plan for addressing the student's behavior with the employee.**
ii. **If the employee has concerns about the plan, the principal or designee will provide an updated plan. Expressing concerns will not be considered insubordination or a lack of desire to support student reentry.**
iii. **The student may not return to class within the first two days without a plan of re-entry. In no circumstance will a student miss more than two days of classroom instruction.**
iv. **If a plan of re-entry is not created within the allotted time, the employee will contact the Assistant Superintendent of Human Resources and AEA President for further assistance.**

d. Student Support Meeting

Employees with students who regularly disrupt the educational process while under an employee's immediate supervision will be entitled to a "Student Support Meeting". To be scheduled within seven (7) school days. as soon as practically possible. Members of the "Student Support Meeting" will include:

1) **certificated employee**
2) **building administrator(s)**
3) **family members when available**
4) **behavior intervention specialist or counselor**
5) **Student Special Services administrator upon invitation (not inclusive of those designees represented by AEA)**
6) **other relevant employees or outside service agencies**

The "Student Support Meetings" do not replace Case Study or Guidance Team meetings.

<u>Student Support Meeting Protocols</u>

A plan of support for the student and the employee will be jointly created and implemented. A joint decision will be made by the team on how to monitor the plan for effectiveness. Multiple "Student Support Meetings" may occur in order to provide the student and employee with resources and strategies for a successful learning experience to occur for all.

e. Yearly Communication

No later than the 1st day of school or during the building opening meeting hours, administrators will communicate to all staff their rights as outlined in this section. The AEA and ASD Labor Management Team will jointly create an informational sheet with questions and answers that will be used for this purpose.

3. Emergency Removal

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

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

4. **Certificated Employee** Rights

a. **Employees** shall have the following rights with respect to discipline of students:

1) Each **employee** shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students.

i. Classroom teachers will be empowered to designate time for relationship building with students and/or time to instruct self-regulation skills;

ii. an environment that supports employees to try new strategies with students without fear of judgment or a negative employee evaluation;

iii. resources to support an employee who seeks to improve their SEL practice through professional development.

2) Each **employee** shall be advised of any complaint from an identifiable source made to the principal or other school district administrator regarding the **employee's** discipline of students. The **employee** shall be given the opportunity to present **their** version of the incident and to meet with the complaining party if a conference with the complaining party is arranged.

3) Each **employee** may use such action as is necessary to protect **themself**, a fellow **employee** or administrator, or a student from attack, physical abuse, or injury.

4) By October 1, the staff and administrators at each site will review their building disciplinary plan and student rights and responsibilities pamphlets **and District procedures to be followed in the case of verbal or physical assault on employees by non-students**. Also, **prior to October 1,** the district shall **provide information to** employees covering applicable federal, state, and local laws and district rules, regulations, and procedures related to student discipline and employee safety. This plan must include progressive steps as disciplinary

consequences, including an after-school detention plan. A copy of the building disciplinary plan will be forwarded to the Human Resources administrator and the Association President.

5) The building will establish a leadership plan if the principal is not at the building. Such plan will identify the individuals responsible for safety issues in the principal's absence. **If the designee is pulled from their regular assignment, they will be compensated at their per diem rate of pay for the time outside of their regular assignment.**

6) 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 administrator will offer threatened individual administrative leave with pay for the remainder of the workday or the full following day if the incident occurs within the last two (2) hours of the school day or after the school day.** The individual who was the subject of the student threat shall be told what investigation has taken place and the outcome of that investigation.

7) Before any student is admitted into a class after having committed physical or verbal assault upon any **employee** or if the student has a known, documented history of violent or threatening behavior, all necessary certificated staff who supervise the student shall be notified. At the request of the **employee**(s), a plan of action for behavior improvement and specific behavior expectations shall be developed by the principal or designee and the appropriate **employee**.

b. Educators being recorded without permission cannot be disciplined or negatively evaluated unless doing illegal activities.

D. Employee Protection

1. Insurance

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

2. Public Information Request

If a request is made under the Public Information Act by the media or other individuals, which affects an employee covered by this contract, the Association will be notified that the request has been made.

3. Employee Personal Property Insurance

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

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

4. Reporting of Damage to Personal Property

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

5. Review of 'New Student' Confidential Files

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

E. Workday/Planning Time

1. Workday

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

If buildings determine, via the building-based decision-making model, to have staff meetings that extend past **before/after school** time at one end of the day, then the equivalent number of minutes will be deducted from **before/after school** time at the other end of the day. Decisions will be communicated to staff promptly once the decision is made. If individual members are unable to stay for the extended staff meeting, they will let their building administrator know prior to the meeting.

Elementary building administrators will collaborate with staff to create a daily or weekly duty schedule that equally distributes additional duties on an occasional, rotational basis. All certificated staff will be part of the duty schedule except for Special Education teachers who have responsibilities to supervise students to/from the bus. Building admin will create a duty list with the authentic involvement of all staff. This list will be turned into the AEA President and Assistant Superintendent of Human Resources no later than October 1.

Occasional building duties will not exceed 15 minutes of the before/after time.

Secondary school occasional duties shall be equally distributed through the Building Based Decision Making Model.

Certificated employees with classroom responsibilities shall not be required to allow students to enter their classrooms earlier than five (5) minutes before the start of their scheduled class. Concerns about duties not addressed at the building level may be shared with the AEA President and Assistant Superintendent of Human Resources for assistance in resolution. Situations that require emergency staff meetings will not constitute a violation of the previous sentences of this paragraph.

2. Duty Free Lunch Period

All certificated personnel shall be allowed a reasonable lunch period of not less than thirty (30) continuous minutes per day during the regular school lunch periods and during which they shall have no assigned duties. **At the elementary level, 5 minutes of transition time will be provided for those certificated staff with direct student responsibilities to transition from instruction to their duty-free lunch.**

3. Leaving Assigned Place of Duty During Duty Free Lunch

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

4. Planning Period

Elementary Planning time

All full-time **elementary classroom employees (ECE through Grade 5)** will be provided five (5) forty-five (45) minute periods per week of individual planning time during the student day. Elementary classroom teachers, grades K-5 (including special education teachers) will be guaranteed one (1) forty-five (45) minute period of library time per week.

Other elementary certificated employees, not named above, shall work with their building administrator to place their daily forty-five (45) minute planning period on the master schedule to allow for individual planning needs. This scheduled time will not occur during the lunch/recess block. This scheduled time will be the only time class coverage may be assigned (consistent with the article on class coverage). In the rare circumstance that the daily planning period is interrupted due to responding to student and family interventions, the employees will be allowed to flex their planning time to another portion of the day.

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

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

Secondary Planning time

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

Other secondary certificated staff shall work with their building administrator to place their daily planning period on the master schedule to allow for individual planning needs. This scheduled time will not occur during the lunch block. This scheduled time will be the only time class coverage may be assigned (consistent with the article on class coverage). In the rare circumstance that the daily planning period is interrupted due to building needs, the employees will be allowed to flex their planning time to another portion of the day

In order to allow the facilitation of alternative schedules on some occasions throughout the school year, the following are exceptions to the 54-minute secondary planning time:

- **Late arrival days due to inclement weather**
- **Once a month at the high schools for Advisory**
- **Once a month for an assembly schedule**
- **Four days a year for end-of-semester testing/final exams**
- **Three days a year for Parent-Teacher Conferences**
- **The Wednesday before Thanksgiving**

- **State-required testing days**
- **Fire/emergency/earthquake drill days**
- **Last day of the school year**

Whenever possible, alternative schedules will be developed to minimize the loss of planning time and to provide equity for all secondary teachers, either by shortening periods so that all periods do occur within a given day or by making up lost planning time on another day within a two-week span.

Further, As a result of the implementation of PLCs, all secondary teachers will have the option of choosing one of the following for each school year:

- **Employees may bank up to 192 minutes and use it for "flexing" their workday during the 30 minutes before or after student contact time. Employees will notify their building administrator before flexing their workday.**
- **Employees may schedule an additional half day of Work Relief.**

General Planning Time Provisions

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

5. Elementary Recess Coverage

Elementary classroom teachers will be provided a daily 15-minute break through a recess that is staffed by those not represented by AEA. Building administrators will design a plan for an "indoor/rainy day recess" that is staffed by employees not represented by AEA. The "indoor/rainy day recess" plan will be communicated to staff no later than the 2nd week of September. In the rare instance when there are no staff to provide recess coverage, the 15 minutes will be supervised by certificated employees. Compensation for such coverage will be at the per diem rate of pay.

Classroom teachers may request up to ten (10) minutes of scheduled supervision of their classroom should their schedule not allow for opportunities in the day (loss of planning time, personal needs, missing recess, etc.) to attend to personal needs. Building administrators shall create a coverage model to provide these requested breaks.

6. Work Relief Days

Two (2) days of release or four (4) half-days can be taken by all certificated staff for the purpose of work relief.

Up to **fifty (50)** employees are guaranteed access to work relief on any given day. Work relief will not be used to extend holidays, breaks, or personal leave.

To accomplish the goal of work relief days, individuals need to be provided with an environment that is conducive to completing the work. **Work relief days may be taken off-site. Approval by building administrator is not require to work off-site. Employees will inform their building administrator in advance of their work location. Substitutes that are scheduled by the employee prior to the work relief day will be assigned to work in that classroom all day, except for planning period coverage if needed.**

7. Student Assessment Workload

When one-on-one district/building assessments are required, resources will be provided to buildings to eliminate situations where a teacher must manage non-test-taking students simultaneously with one-on-one district/building required assessments. Principals and teachers will develop assessment plans to address this issue using resources such as Title, LAP, and basic education funds. The intent of this agreement does not apply to specialized assessments in areas such as ELL, LAP, Special Education, academic progress, and eligibility assessments.

If federal and/or state testing requirements mandate additional tests, the Auburn Education Association and Auburn School District will meet to discuss the impact upon workload and develop a plan to address the requirements.

8. Travel Time

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

9. Inclement Weather

If school is delayed due to inclement weather, staff are expected to report to school thirty (30) minutes before the students are scheduled to arrive.

If school is canceled after employees and students have arrived at school, and when the cancellation will result in the student day being made up, the District and the Association will determine the remedy for employees who were present at school.

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

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

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

11. Classroom-Based Performance Assessments

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

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

F. Covering Classes

1. Staff Utilization for Covering Classes

a. The principal or designee may assign Employees to cover classes if time will not permit a substitute to serve more than one (1) hour or if a qualified substitute is not available. If no teachers volunteer to cover classes, **building administrators will develop class coverage schedules that equally distribute rotational duty coverage among all available certificated staff members, including non-classroom teachers (for example, instructional specialists, title teachers, ML, special education, deans, etc). Coverage plans will be clearly communicated to all staff and building administrators will keep data to ensure that class coverage is equitably distributed. This data will be shared with AEA building representatives upon request.**

Class coverage will first be filled by volunteers, then from the building coverage list. All employees will be compensated at their per diem rate of pay when utilized for class coverage.

b. An elementary grade level team consisting of more than two sections may choose to implement a "class coverage" option that provides for students to be equitably distributed among the remaining grade level teachers for the day. The distribution of students must occur within the same grade level. Combination classes will distribute students to the grade level team based on the predominant number of students in the combination class (example: a 1-2 combination class with 15 first graders and 8 second graders would distribute students within the first-grade team). The grade level team and planning time coverage specialists impacted by "class coverage" will be compensated for their additional work at the supervision rate of pay. Any building administrator or staff concerns regarding implementation of this model will be addressed with Human Resources and the Association President, who will reserve the right to uphold the decision or provide an alternative decision.

c. **Staff who have pre-arranged for a substitute teacher will not have that substitute reassigned to another classroom with the exception to allow substitute teachers to provide 1 period of planning time coverage.**

2. 'Zero' Period Assignments

Teachers will not be required to accept 'zero' ('0') period assignments. For hours served beyond those served by other high school teachers for the purpose of required staff and department meetings, 'zero' ('0') period teachers will be compensated at the individual professional rate of pay.

G. Vacancies, Reassignment, and Transfers

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

1. Vacancies

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

2. Reassignment

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

3. Voluntary Transfer

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

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

Employees who desire a transfer to a different building and/or job description will file a transfer request form with the district human resources office no later than **June** 1. Such form will include the grade and/or job description to which the Employee wishes to be assigned and the school or schools to which they desire to be transferred in order of preference. Employees will be asked to indicate if they would like to be contacted by Human Resources for the opportunity to consider other positions or buildings for a voluntary transfer not already indicated on the voluntary transfer request form.

If an Employee's request for voluntary transfer is denied by June **22**, the Employee will be given a written response regarding disposition of said request. Individuals who have had their voluntary transfer denied may contact Human Resources directly for reasons of the denial.

If specific vacancies are posted after the transfer window, employees are eligible to apply via the district application platform. Internal candidates will be given first consideration.

Employees will receive email notification as to the status of the request for voluntary transfer no later than the last day of school.

Voluntary transfer requests may remain viable until August 10. Employees will receive final notification as to the status of their request for voluntary transfer, by email, no later than the third week in August. Open positions will be posted by building for employees to apply.

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

a. Employee qualifications (certification, endorsements current training and/or experience)
b. Posted requirements of the position
c. Program needs of the district and the individual school
d. Suitability of the teacher in terms of the needs of the position, including success in previous assignments.

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

If voluntary transfer occurs after July 31, the employee shall receive compensation for two (2) days at the individual's professional rate of pay.

4. Involuntary Transfer

It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and, as such, will not be resorted to unless other reasonable avenues have been pursued. However, the parties recognize that because of staffing in a building or the loss or relocation of a program, it may be necessary to involuntarily transfer employees.

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

5. Frequency of Involuntary Transfers

No Employee shall be subject to involuntary transfers more than two (2) times within any five (5)-year period. The only exceptions to this provision would be the elimination of programs or the reduction in force necessitated by loss of revenue. **Building administrator(s) will provide each certificated employee with a detailed educational reason for the involuntary transfer in writing and a copy of the communication will be sent to the Assistant Superintendent of Human Resources and the AEA President.**

Employees shall not be involuntarily transferred as a result of asserting their rights as union members. Concerns about Involuntary Transfers will be brought to the AEA president and the Assistant Superintendent of Human Resources.

6. Involuntary Transfer Outside Area of Endorsement

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

7. Provisions of Transfer

Other provisions regarding transfer:

a. An elementary Employee selected, during the school year, to fill a vacated position may be placed in that position beginning with the subsequent school year; a secondary Employee may be placed in the new position beginning with the subsequent semester.

b. Newly created jobs in the district will be posted on the district's web site a minimum of five (5) days before filling.

c. Positions created by transfer or reassignment need not be posted after the initial posting on **June** 1.

d. Should it be determined that an Employee is to be transferred, the District will give him/her written notice. Such transfer will proceed in accordance with the following:

1) Elementary and Secondary staff who are involuntarily transferred from: one building to another, one job description to another or involuntarily from one room to another, or from one department to another, will have the option of two (2) days instruction-free time for planning and preparation or two (2) days paid at the individual's professional rate of pay. Elementary and Secondary staff who are involuntarily transferred from one building to another will receive two (2) additional days paid at the individual's professional rate of pay. These days will be used within twenty (20) workdays of the transfer. (NOTE: This does not include moves caused by school construction or renovation.)

2) Staff involved in transfers named above shall be aided in moving by District custodial/maintenance staff in a timely fashion. If the Employee needs custodial/maintenance services beyond those available at the school, the principal will originate a request for appropriate services.

8. Provisions of Reassignment

Other provisions of reassignment:

a. Elementary staff who are involuntarily reassigned from one grade level to another (including to create a split class) will have the option of two (2) days paid at the individual's professional rate of pay or two days instruction free time for planning and preparation. These days will be used within twenty (20) workdays of the reassignment. (This does not include moves caused by school construction or renovation.)

b. Secondary staff who have a change of teaching assignment within semester periods will have the option of two (2) days instruction-free time for planning and preparation or two (2) days of the individual's professional rate of pay paid at per transfer. (This does not include moves caused by school construction or renovation.)

9. **Administrator Reassignment**

Current administrators of the district who choose to return to a position represented by AEA, must apply consistently with other external applicants. ASD will ensure positions are open and available for all AEA members to apply to and be considered for consistent with the provisions of vacancy language in section III. Personnel.G.1 Vacancies.

ASD will notify the AEA President of any current administrator being transferred to a subordinate position that is represented by AEA. The AEA President will provide input on the work assignment, with final determination made by the Assistant Superintendent of Human Resources. In the event that a current administrator would be placed in an AEA position and a reduction in force is implemented, the AEA President and the Assistant Superintendent of Human Resources shall meet to minimize the impact on positions covered by AEA consistent with Article III, I, 1.

10. Procedures for staff in buildings undergoing remodeling

To support staff in the remodeling process, the following will be communicated:

a. Capital improvements timetable
b. Back-up plans for opening delays (i.e., take home what you need to get through the first day/week of school in September)
c. Preplanning for delays
d. The "big picture"
e. Benefits of remodeling plan
f. Publish "past practices"
g. Hot line for problems
h. Timelines for problems
i. Timeline for material support
j. Plans for moving shared spaces (unit storage, faculty work room, etc.)

The district will provide:

a. Adequate packing materials, including boxes, tape, and labels

b. Clear instruction about packing, labeling, deadlines, etc.

c. Storage sites

A detailed communication plan will be created and disseminated to the moving buildings. To pack, time during the regular day will be created and/or arranged at each building. Each principal will be asked to find the equivalent of 7 hours for packing for each classroom teacher. Time will be allocated in no less than an equivalent of one regular planning period. The last day of school may count for up to 3 of these 7 hours.

Suggestions for the creation of time during the regular day:

a. Staff groups released to pack:

    1) Assemblies

    2) Field trips

b. Moving parties

c. Last day of school early dismissal day

d. Using students to help pack

e. Negotiate meeting time for packing time (by building)

f. Trade staff meetings

g. Next year optional day for this spring

h. Plan created for graduated support (libraries)

i. When moving, building determined hours may be used to unpack

H. Personnel Files

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

1. The individual employee and subject to the employee's written consent, an authorized representative, and

2. Those District employees and representatives designated by the Superintendent who have a need to review the file to assist the performance of the functions of the human resources administrator(s).

The contents of an employee's District personnel file will contain an application for employment, correspondence, pertinent data concerning the employee's employment, contracts, and summary evaluation reports. All information placed in the District file will be signed by the individual except for transcripts or other documents regularly included in all files by the Human Resources Office. The signature requirement began with the 2003-04 school year.

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

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

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

1. General Provisions and Definitions

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

a. Employees will be non-renewed/reduced if they do not currently have both the certification and the endorsement necessary to qualify them to teach in any position in the program retained by the Board; and

b. Employees will be non-renewed/reduced if they currently have both the certification and the endorsement only for those positions in the program retained by the Board of Directors that are to be filled by more senior Employees as determined by the criteria set forth in section III.I.2, subject to the following:

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

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

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

2. Seniority Criteria

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

a. To qualify for ranking, the Employees must possess such valid Washington State certification, endorsement, and/or other licenses for certificates as may be required by state law and regulations.

b. Employees identified above will be ranked according to their length of service up to the end of the preceding contract year as recognized by the District for purposes of placement on the District salary schedule.

c. If ties exist, doctoral degree(s), master's degree(s), or bachelor's degree(s), as recognized by the District for salary schedule placement purposes, will be used to determine seniority with the higher degree(s) indicating greater seniority.

d. If ties still exist, those Employees with the greater number of reported credits/clock hours accepted by the District will be considered to have greater seniority than those Employees with fewer credits.

e. The president of the Association, as designated on or before June 15 for the year during which this procedure is to be implemented will be considered to be placed ahead of the most senior Employee in the District, provided such Employee can otherwise be retained in the program adopted by the Board. However, the president will be listed on the seniority list according to their actual seniority criteria, set forth above. The Association will hold harmless, defend, and reimburse the District for any judgment, suit, or action against the District because of implementation of this section.

3. Seniority List

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

4. Appeals

Any Employee may file, in writing with the Assistant Superintendent of Human Resources, objections only to the District's information contained in that Employee's Seniority Information Memo. The Employee will submit the appeal, in writing, within ten (10) calendar days following the day the District places the Employee's Seniority Information Memo in the Employee's District mailbox. If the tenth calendar day falls on a weekend or holiday, the appeal may be submitted the next following school day. The appeal must include a full statement of the facts supporting the Employee's objection as well as the recommended modification. Disposition of the Employee's request for modification will be made in writing by the Assistant Superintendent of Human Resources, in consultation with the Association president, by April first (1st). If an Employee's challenge is sustained after the seniority list has been posted at each building, the District will post a revised seniority list at each building. The determination by the Assistant Superintendent of Human Resources shall be final and binding and modifications made to the seniority list pursuant to any such appeal may not be further challenged by any party. The Association will be notified, in writing, of any change in the official seniority list.

5. Staff Selection

a. If Employees within the present staff are not qualified for assignment, the District may employ such less senior and/or additional certificated Employees as may be required to staff the educational program adopted by the board.

b. A list of Employees to be non-renewed will be delivered to the Association on or before May 15 or if the omnibus appropriations act has not passed the legislature by May 15, then notification shall be no later than June 15.

c. When an Employee is assigned to a position other than that held at the time of implementation of these procedures, it will be so noted in the evaluations of the Employee during the initial year of assignment. Employees assigned to positions other than those held at the time of implementation of these procedures, whose administrator believes them to be struggling in the positions assigned, will be provided with a plan of assistance and support.

6. Provisions of Reemployment

a. Employees non-renewed because of reduction in force (RIF) will be placed on an employment list according to the seniority information set forth above. These Employees will have priority according to their seniority information in the filling of positions for which they are qualified under III.I.1. They will also be given priority in substitute teaching positions for which they are qualified. Their names will remain on said list for two years, ending October 1 of the second year. Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.

b. Individuals included on the employment list will inform the District human resources officer of any change in personal information (name, address, telephone number), availability, or eligibility for employment.

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

d. An individual forfeits the right to employment under this section if they do any of the following:

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

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

3) fails to report for work within eleven (11) school days from the date employment is offered by the Auburn School District.

However, no individual will forfeit rights by accepting a non-continuing contract with another District, by signing a contract in another District for fewer hours than held during the year in which non-renewed, or by refusing a position in the Auburn School District for a fewer number of hours than held during the year in which non-renewed.

7. Provisions of RIF (Reduction in Force) Leave

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

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

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

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

d. Employees may receive two leaves under this section if the conditions in part 7.a above continue to be met. However, the District retains its right to deny said leave under part 7.c above. Employees requesting a continuation of RIF leave must file a written request with human resources by March 1. The District will provide written approval or denial to the Employee by April 30.

e. The position of the Employee on leave will be temporarily filled by a qualified individual included on the District's employment list. Said qualified individual will not have continuing employment rights to the position to which temporarily assigned.

f. Said leave will in no way exempt the Employee on leave from reduction in force (RIF) consistent with these procedures during the current or subsequent school year(s).

g. This subsection will in no way limit the District in the operation or management of the District educational program.

h. Employees taking RIF leave under this subsection will be re-employed for the ensuing school year provided that the position they formerly held has not been reduced.

i. Employees on leave will accrue no rights or benefits while on leave. If the Employee returns to the District immediately following the year(s) of leave, seniority and Employee benefits will be reinstated at the level accrued at the time leave was granted.

IV. Salaries & Benefits

A. Payday

An Employee's contract(s) will be paid in equal installments. Such installments will be paid on or before the last day of each month following the first month of work and concluding the last business day in August.

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

B. Salary Deductions

1. Automatic Payroll Deductions

Payroll deductions will be taken automatically from District Employee salary pay stubs for the following purposes:

a. Withholding tax payments for the federal government.

b. Social security payments for the federal government.

c. Retirement payment for the Washington State Retirement System.

2. Optional Payroll Deductions

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

a. Payments for medical insurance and short-term disability plans which are officially recognized by the Board and in which the Employee is participating.

b. Payments to the United Way.

c. Payments for board recognized tax-sheltered annuity plans, which are officially recognized by the board. If the Employee requests deductions for a tax-sheltered annuity plan or plans, said Employee will hold the District harmless against any cause, action, or suit insuring the District's good faith compliance with this section. A list of approved providers will be made available upon request.

d. Payments for United States Savings Bonds (provided at least five (5) Employees participate).

e. Direct deposits to financial institutions.

f. Membership dues or the agreed-upon representation fee to the Association, including W.E.A. retired, WEA-PAC, and NEA FCPE.

g. Voluntary contributions to approved long-term care and/or cancer plans.

h. Voluntary contributions to the Auburn Public Schools Foundation, United Way, and Auburn Citizens for Schools.

3. Hold Harmless Clause for Payroll Deductions

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

4. Direct Deposit of Payroll Checks

Direct deposit of payroll checks under the following conditions:

a. The Employee will enroll as a participant in the direct payroll deposit program by completing the appropriate form with the school payroll administrator on or before the first day of the month preceding the payroll period at which direct deposit is to commence.

b. In all instances involving direct payroll deposit, the transmittal or posting date will conform to the requirements of the Payday (IV.A) of the Agreement. If transmittal action is executed on or before the payday date, requirements of (IV.A) will be assumed to have been met.

c. The District will transmit up to two banking agencies for any one employee if they have completed a Direct Deposit application for both agencies.

C. Insurance

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

When an employee eligible for SEBB benefits separates from employment after completion of the employee's full school-year contract obligations, the separation will be effective August 31 unless the employee terminates the employment relationship with a specific earlier date. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective.

Eligibility, enrollment and surcharge decisions may be appealed through the process described in Chapter 182-32 WAC, not the grievance procedure of the collective bargaining agreements between the District and AEA, unless the remedy provided by the SEBB administrative appeal process does not fully compensate the employee for reasonable out of pocket costs resulting from the incorrect eligibility, enrollment and surcharge decision.

D. Employee Assistance Program (E.A.P.)

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

E. District Responsibility

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

F. Industrial Insurance

1. Job-Related Injury or Illness

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

2. Injury from Personal Assault **or Student Action**

However, if upon determination, said Employee has been injured because of a personal assault **or student action** arising from and/or in the course of employment, the Employee will be deducted no sick leave days for an absence owing to such assault **or injury due to student action** for the remainder of the contract year in which the assault occurs. **The period of time spent on administrative leave will count towards FMLA eligibility not to exceed the contract year. Employees who have exhausted leave may apply to the Assistant Superintendent of Human Resources for additional leave.**

3. Assault **or Student Action**: Initial Deductibles from Medical Insurance Plan

If the Employee, injured by assault **or student action**, is eligible to receive benefits under a District-approved medical insurance plan, co-pays required by the provider will be reimbursed by the District.

G. Employee Health and Safety

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

Some items to be included in the handout:
Indoor Air Quality (IAQ) guidelines
Building disaster preparedness plans
Intruder alerts
Planned facility improvements
American Disabilities Act (ADA) compliance plans
Lock downs
Staff input
Disaster preparedness
Communication about risk management (preventative measures and personal property)

H. Substitute Pay

Regular substitutes shall be paid the daily substitute rate. Beginning on the twenty-first (21st) consecutive day of service, regular substitutes shall be deemed long-term substitutes and compensated at their individual professional rate of pay calculated by the individual's placement on the Salary Allocation Model. Such calculation shall be according to the regulations governing placement on the salary allocation model.

I. Billing for Association Services

Except as otherwise provided in this Agreement, billings for services chargeable to the Association will be sent from the District business office. Payment will be due within thirty (30) days of the billing date. The District will reimburse the Association for any overpayment; the Association will reimburse the District for any under billing.

J. Reimbursement for Personal Car Use

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

K. National Board Certification

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

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

The Auburn School District will provide a $500 National Board facilitator stipend. Stipends will be paid via a Supplemental Contract. Cohort members will provide an honorarium to their facilitator following OSPI best practices for payment to occur.

V. Leaves

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

1. Annual Leave Allowance

At the beginning of each school year, full time Employees will be credited with an advance leave allowance of twelve days with full pay.

These days are to be used for the employee or a family member for the following reasons: mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

A family member includes spouse, domestic partner, parent, parent-in-law, child (regardless of age), grandparent, grandchild, or sibling.

Less than full-time Employees will be allotted the proportionate number of days. Situations not outlined above may be eligible for emergency leave use.

2. Accumulated Sick Leave Cash Out

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

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

3. Accrued Sick Leave from Prior Employment

Sick leave earned and accrued from prior employment with the Auburn School District, other Washington public school districts, community colleges, educational service districts, and/or the office of the superintendent of public instruction, will be credited to an Employee's sick leave accumulation and may be used consistent with District policy and this Agreement. No accumulated sick leave shall be credited to an Employee's current sick leave accumulation if the Employee's most recent hire date with the Auburn School District was before February 8, 1979.

4. Entitled Sick Leave Allowance for Mid-Year Hires

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

5. Emergency Leave

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

6. Submission of Absence

The Employee must submit absences through the absence management system.

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

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

7. Leave Sharing

Consistent with the provisions and requirements of state **(WAC 392-136A-030)** and federal statutes; and this contract, employees may share accumulated annual leave or sick leave with another employee who:

a. suffers from, or has a household family member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of pregnancy; or has been called to service in the uniform services which has caused, or is likely to cause, the employee to:

   1) apply for leave without pay or

   2) terminate employment

b. has depleted or will shortly deplete all applicable leave reserves (a staff member **may** maintain up to 40 hours of annual leave and 40 hours of sick leave (**as allowable by state law)** in reserve).

c. has abided by district rules regarding use of leave

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

e. a staff member who has an accrued sick leave balance of more than twenty-two (22) days may transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.

B. Paid Family and Medical Leave

The district will comply with State law regarding paid family and medical leave. **Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District and employee shall each pay the statutory wage premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during the period of approved PFML leave. Other paid leaves may be available as supplemental benefits under the terms of such leaves defined above, provided the employee takes their paid leave in full day increments.**

C. Family Medical Leave Act (FMLA)

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

- For a serious health condition that renders the employee unable to perform the essential function of their job.
- To care for a child after birth or placement for adoption
- or foster care.
- To care for a spouse, son, daughter, or parent who has a serious health condition.

For coverage, process, and procedures contact human resources.

D. Bereavement Leave

1. Definition

Bereavement leave is intended to provide time for the Employee to attend to matters related to the death of individuals as outlined below.

Bereavement leave for family and friends is allotted as follows:

a. Spouse, domestic partner, **child (including a miscarriage)**, or other member of the household: up to five (5) days.

b. Father, mother, parent surrogate, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren or any other relative for whom the Employee is the sole support: up to three (3) days.

c. A relative not listed above, or close personal friend: one (1) day per bereavement.

d. At the discretion of the **assistant** superintendent **of human resources**, or designee additional days of emergency leave may be granted. Emergency leave is deducted from your sick leave balance.

E. Personal Leave and Incentive Plans

1. Personal Leave

Personal leave of three (3) days with pay will be granted to each FTE per year. If possible, personal leave should be scheduled at least 48 hours in advance. Personal leave may not be used during the first week or last week of school. No more than thirty-five (35) employees may access personal leave before or after holidays or breaks. Leave at that time will be allocated on a first come first serve basis. On an individual basis, appeals may be made to the Superintendent, or designee.

An employee may accumulate up to seven (7) personal leave days.

2. Unused Personal Leave Incentive Plans

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

a. Employees shall be reimbursed on the July pay stub at the **employee's** professional rate of pay for each unused personal leave day by completing an Unused Personal Leave Cash Out for Teachers/Certificated Staff form and submitting such form to the payroll office by June 30th.

The human resources administrator and the AEA President will meet each spring to review staff members who have requested a reduction in their FTE from one year to the next. A communication plan will be discussed so that employees are notified if the reduction in their FTE status would impact their personal leave balance.

F. Leaves of Absence

1. Granting of Leaves

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

2. Absence of Regular Assignment

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

A leave of absence may be granted as outlined in Sections G-N below:

G. Exchange Teaching

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

1. The exchange includes one (1) contract year, or the remainder of one (1) contract year and does not include parts or portions of two (2) contract years.

2. The superintendent has determined that the exchange program would be beneficial to the Employee and the District.

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

4. The exchange teacher would be a suitable replacement.

H. Child Rearing Leave

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

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

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

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

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

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

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

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

I. Adoption Leave

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

1. Travel to obtain child

2. A required observation with the child

3. Court and legal procedure to finalize adoption

4. Being home with the child

J. Military Leave

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

K. Sabbatical Leave

1. Duration of Sabbatical Leave

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

2. Purpose of Sabbatical Leave

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

3. Selection for Sabbatical Leave

Selection of individuals will be made based on determination that personal capabilities, as well as general teaching and educational practices, will be improved.

4. Prerequisite for Sabbatical Leave Request

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

5. Sabbatical Leaves Granted by District

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

6. Representation of Sabbatical Leaves Granted

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

7. Application for Sabbatical Leave

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

8. Sabbatical Leave Grants

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

9. Re-Employment After Sabbatical Leave

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

10. Tuition Reimbursement During Sabbatical Leave

An Employee on leave for schooling purposes under this section qualifies for tuition reimbursement as defined in this negotiated Agreement.

L. Short Term Educational Leave

1. Purpose

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

2. Authorized Costs

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

3. Salary

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

4. Approval

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

M. Leave Without Pay

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

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

2. Such leave will be for one complete school year and shall not include parts of more than one school year and may be extended for an additional school year at the discretion of the **Assistant Superintendent of Human Resources**.

3. A maximum of two percent (2%) of Employees shall be considered for receipt of such leave in any single year.

4. Upon return from leave, the Employee shall be placed in the same or similar position as that last held in the District.

5. Seniority, salary placement, and Employee benefits will be reinstated as of September 1 of the year the Employee returns to actual service with the District at the level accrued at such time as the leave was granted or at the level agreed upon in a successor agreement.

N. Jury Duty/Legal Responsibilities Leave

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

O. Job Sharing

1. Requirements for Job Sharing

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

a. For the purpose of this Agreement, job sharing shall mean the sharing of a single staff position by two (2) individuals.

b. Job sharing assignments shall be filled by individuals who have jointly agreed to work together.

c. If an Employee is unable to arrange a job share proposal with another Employee, the Employee can seek another person outside the school district. The District will consider such job share proposals.

d. The responsibilities of individuals who share an assignment may be divided and/or allocated according to a plan developed with the building administrator and Employees sharing the assignment. The ultimate decision about the plan or any modification of the plan rests with the building administrator.

e. Proposals for job sharing shall be submitted to the assistant superintendent of human resources for determination no later than May 1.

f. When a shared position is terminated, the Employees will be re-employed in a comparable full-time position if and when such a position is available.

g. Salary, fringe benefits, sick leave, and seniority will accrue to a person in a shared time position on a pro rata basis. The experience and educational step for the Employee will be calculated in accordance with rules and regulations governing Employee placement on the salary allocation model. Retirement calculation shall be consistent with regulations of the Department of Retirement Systems governing this employment situation.

VI. Instructional Issues

A. Staff Development

1. Inservice for Staff

To improve Employee skills and competencies, the District may offer in-service training to meet the needs of the District as determined by the superintendent or designee.

a. Voluntary Inservice: Participation in in-service which is offered outside the school day and for which the Employee is not compensated by pay will be at the discretion of the Employee. In the event such in-service is offered for credit, any tuition cost will be paid by the participant. However, the staff member may apply for tuition reimbursement as provided for in said negotiated Agreement (VIII.B.9.).

1) The district is free to offer other optional professional development opportunities any time throughout the year, except on holidays or exempt days designated by the joint calendar committee, paid at the employee's individual professional hourly rate of pay.

2) Out-of-state travel for Professional Development initiated by the employee will not qualify for the individual hourly professional rate of pay.

3) Training which employees self-select for personal growth such as Google Badges, Tech Connect, etc. may be offered for a stipend not to be less than $250.

a. Required Inservice:

1) District inservice (including inservice provided under Section I.E.6.a) will be made available at no cost to the employee.

2) Where feasible and possible, in-service will be designed and offered for college credit and/or clock hours with tuition cost paid by the participant.

3) All professional development or training, required by the ASD or the State of Washington through the ASD, will be offered during the district's designated time or the regular workday. Any training the District requires outside of these hours will not exceed a total of 6 hours per school year and will be paid at the employee's per diem rate of pay.

4) The District will distribute the responsibilities the Safeschools training within the district designated late start Mondays.

b. Training that occurs during the District Designated Time will be differentiated based on the experience level and job specifications of the employees to the best of the district's ability. If an employee reasonably believes the training does not match their current assignment, they may appeal to the Assistant Superintendent of Human Resources and the AEA president for the ability to be exempt from such training.

a. Staff members participating in in-service for staff may apply for tuition reimbursement as provided for in said negotiated Agreement (IX.B.9).

b. Inservice Advisory Committee: Teacher input to staff development and in-service will continue to be encouraged. One (1) elementary and one (1) secondary representative of the AEA will serve on the District's in-service advisory committee.

B. Class Size

1. Comprehensive High School and Middle School Staffing

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

b. Additions to staff after October 1 will be made by the superintendent and approved by the Board of Directors.

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

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

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

1) Regular classes: 30/1
American Literature/Writing classes: 27/1 (11th grade only)
High School Writing classes: 25/1
Basic classes: 20/1
Science 9 (Now known as NGSS Science): 27:1
9th Grade ELA: 27:1
Algebra 1A/1B: 27:1

2) Beginning on the tenth (10th) day of school, teachers and long-term substitutes of classes exceeding the limits listed above will receive, at the teacher's option, **twenty-five** dollars (**$25**) overload pay per week per student or a half-hour per week per student release time to be used in the performance of educational responsibilities as agreed between the teacher and principal.

3) OJT/Work Based Learning classes are not included within the intent of this provision.

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

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

6) Secondary band/orchestra/choir classes will be staffed at a ratio of **75**/1. Classes that exceed that amount will have the option of a three (3) hour para-educator, music consultant, or compensation at the regular overload rate subject to provisions as shown in (2) above.

7) Excluding specialized class displacement (i.e., lab, gymnasium, theater, shop, business education stations, etc.), teachers who occupy more than two regular classrooms per day will receive **two full days** of release time per semester. *Staff may use time in one-half (1/2) day or full day increments.* Staff may receive a stipend of $**400** per semester in lieu of release time.

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

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

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

11) Each middle school will be staffed with one full-time librarian and seven (7) hours of para-educator time.

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

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

h. Every effort will be made to assign no more than five (5) **Students who receive services in** Resource Room or Structured Learning per period to a general education classroom (except CTE which will have a remedy beginning at the arrival of the seventh (7th) student as described below; **and expect secondary co-taught classes which will have a remedy beginning at the arrival of the eleventh (11th) student as described below, however the class composition must still maintain the requirements to be designated as a general education course**). Class overload compensation will begin at the arrival of the fifth (5) **student who receives services in** Resource Room or Structured Learning as outlined in Article VI.B.1.e.2).

Every effort will be made to prioritize the placement of students in Resource Room, Structured Learning, and Pathways classrooms to provide equity of access to general education classes for all students.

i. Middle School Prep Language: Each course title assigned to a teacher counts as one prep. No more than 3 preps will be assigned to each teacher in a core subject area. No more than 2 grade levels will be assigned to each teacher in a core subject area, except mathematics. Honors classes count as a prep.

j. The following provisions to support CTE programs are contingent upon state and federal CTE funding. In this event, the CTE administrator will meet with CTE teachers to develop a plan to meet requirements of the program. The plan will be submitted as a recommendation to LMT.

1) The baseline for CTE extended days is six (6), based on the employee's CTE FTE status. Attendance at Advisory Committee meetings, participation in affiliated CTSO (Career and Technical Student Organizations) chapter and leadership activities that align with curriculum, and participation in recruitment activities are required components of the initial six (6) extended days.

2) Instructors are eligible to submit a plan for an additional four (4) days at the individual's daily rate of pay that align with the CTE standards and program expectations to their supervising principal and the CTE administrator. CTE staff should contact the District CTE administrator for appropriate forms and processes as needed.

3) Each comprehensive school will be staffed with six (6) hours of para-educator time, with an additional eighteen (18) hours of pooled para-educator time among the three comprehensive high schools, dedicated to supporting safety in CTE classes, particularly those with a high concentration of students needing additional support. In consultation with the CTE department head, building administrators, and affected teacher(s), a schedule will be developed to provide para-educator coverage.

k. Each language arts teacher, at the secondary level, will receive fourteen (14) additional hours of individual professional rate of pay based upon FTE per year.

2. <u>Class Size - West Auburn</u>

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

a. West Auburn High School classes will be scheduled at a student/teacher ratio of 25/1. Beginning on the tenth (10th) day of school, teachers of classes which exceed twenty-five (25) students will receive, at the teacher's option, twenty dollars ($**25**) overload pay per week per student or a half-hour per week per student release time retroactive to be used in the performance of educational responsibilities as agreed between the teacher and the principal.

b. Traditionally large classes such as music, physical education, or OJT/Work Based Learning classes are not included within the intent of this provision.

c. A four-hour library position and a three-hour computer position will be staffed by para-educators.

3. Transitional Kindergarten

Transitional Kindergarten (TK) is a kindergarten program for children who turn 5 after September 1st who do not have access to high-quality early learning experiences and have been identified as needing additional support to be successful in kindergarten. Qualifying risk factors to access the Transitional Kindergarten program include: prioritizing families with the lowest incomes and children most in need for additional preparation to be successful in kindergarten. Transitional Kindergarten programs are fully integrated in their schools with access to meals, transportation, and recess.

a. Staffing

Transitional Kindergarten classrooms will be staffed by certificated educators at a student/teacher ratio of 20:1. Each Transitional Kindergarten class will have a full time 7.0 hour para educator.

Building administrators will create schedules for the lunch and rest breaks for paraeducator staff to ensure that the paraeducator is present when students are in the classroom.

b. Planning

Full-time Transitional kindergarten teachers will be provided five (5) forty-five (45) minute periods per week of individual planning.

c. Student Assessment

Student assessment will follow developmentally appropriate guidelines. All three components of the Washington Kindergarten Inventory of Developing Skills (WaKIDS) will be administered at the beginning of the program and each trimester reporting period for the remainder of the school year. WaKids reporting tool will be used to communicate student academic and social progress with families.

Assessments designed for students ages 5 years and older will not be used for students in the Transitional Kindergarten program.

All Transitional Kindergarten teachers will receive 2 (two) days per trimester for the purpose of administering assessment. The use of these days will be coordinated with the building administrator to best meet the needs of the kindergarten program in each building.

d. Program Components

Transitional kindergarten classrooms will balance child-initiated and teacher-led learning opportunities throughout the day. Classroom teachers will determine developmentally appropriate practices and select materials that provide child focused engagement in learning. Classroom teachers are responsible for creating a daily schedule that balances child-initiated and teacher-led activities. In a best-practices classroom, the daily schedule includes a mix of whole-group activities, small-group workshops, and independent area/centers. Students in Transitional Kindergarten are not expected to adhere to a specified academic block of time for

more than 15 minutes. Movement breaks, self regulation opportunities will be amply provided to students throughout the day.

e. Certificated Teacher Evaluation

Evaluators will collaborate with the classroom teacher who may decide to use the Washington Kindergarten Inventory of Developing Skills (WaKIDS) as a basis for developmentally appropriate student growth goals as part of the employee evaluation process.

f. Additional Requirements for the Transitional Kindergarten program

1. **Teachers will not be expected to change diapers or assist with student toileting needs. Students who receive Special Education services who are working on toileting needs as a goal in their IEP, will receive appropriate assistance from teacher(s) and/or trained staff to implement IEP goals. If a classroom teacher believes students toileting needs cannot be met in the Transitional Kindergarten program, the employee will request a meeting with the building administrator, family, and program administrator for Transitional Kindergarten to discuss appropriate placement options for the student.**
2. **The building administrator will work with the Child Nutrition Department to provide a daily snack for Transitional Kindergarten students.**
3. **Transitional Kindergarten teachers who are required to participate in Professional Learning Communities (PLCs) that begin before before/after school time will be compensated at their hourly per diem rate of pay for attendance. Teachers who voluntarily attend an early start PLC meeting, will not be required to participate in an additional PLC meeting at their work location.**
4. **If district required professional development does not apply to the employee's professional responsibilities, the employee, in consultation with their building supervisor may flex their work schedule to address program demands.**

4. Elementary Staffing Ratios

Beginning with the tenth (10th) day of school, the following class-size provisions will prevail:

a. **Class size Chart: Beginning with the 2024-2025 school year, the following will be staffed at a building pupil/teacher ratio. Overloads will apply with the 10th day of school.**

	2024-2025	**2025-2026**	**2026-2027 and beyond**
K – Grade 2	**22:1**	**22:1**	**22:1**
Combo Classes of K-1, 1-2, 2-3	**22:1**	**22:1**	**22:1**
Grade 3 – 4	**26:1**	**24:1**	**24:1**

Combo Classes of 3-4, 4-5	**24:1**	**24:1**	**24:1**
Grade 5	**29:1**	**29:1**	**27:1**

b. Combination classes may be formed up to and including October 1. Combination classes consisting of students, grades kindergarten and one, one and two or grades two and three, shall be staffed at a building pupil/teacher ratio of 24/1. Combination classes consisting of students, grades three and four or grades four and five shall be staffed at a building pupil/teacher ratio of 26/1. In no case will any combination class exceed the ratios listed above, except if a single grade level class is not maintained. In such instances, the compensation or para-educator provisions outlined in this section shall apply. **Designated Highly-Capable (STEP) may have a multi age designation of no more than 2 grades. Teachers of multi age STEP classes will receive overload compensation at the lower grade level class size agreements.**

c. **Elementary teachers of kindergarten through fifth grade classes exceeding the above ratios will have remedies as outlined in the Elementary Class Size Overload Appendix.**

   1) If a teacher opts for para-educator assistance because of a class size overload as identified in **the class-size overload chart**, the overload para-educator will be in the classroom by the 10th day of school. If this cannot be accomplished, the teacher will be compensated per the standard overload compensation model.

   2) Classified and/or temporary certificated assistance is subject to reassignment or withdrawal if student enrollment falls below the ratio at which such assistance was added (as stated VI.B.3.b through d). Nothing is to be construed as requiring the District to hire replacement or substitute assistance before the second consecutive day of absence in the event the assigned classified/substitute certificated assistance is gone.

d. Special education students in regular classes: Every effort will be made to assign no more than five **students who receive** special education **services** to an individual, **general** classroom. At the teacher's option, class overload compensation or three hours of classified assistance will be additionally and independently assigned to individual, regular program classes with five (5) **students who receive special education services** (See Appendix Elementary Class Overload). Upon consultation with the building administrator, a teacher who originally selected class overload compensation may choose the para-educator remedy. Para-educators assigned to **general** classrooms, where five (5) or more **students who receive special education services** have been placed are to follow the majority of the resource room students to special classes (resource room, P.E., music, library, etc.) to assist the specialists.

e. When an individual elementary building exceeds ten (10) sections of P.E. instruction, one (1) P.E. specialist will be assigned to teach those sections. A section is defined as two (2) forty-five (45) minute class periods per week.

f. When an individual elementary building exceeds ten (10) sections of music instruction, one (1) music specialist will be assigned to teach those sections. A section is defined as two (2) forty-five (45) minute class periods per week.

g. Teachers who provide planning time coverage and receive a building schedule that requires them to travel from classroom to classroom on a daily basis will receive an annual stipend of $750, which will be prorated for a less than 1.0 FTE, based on the portion of their assignment for which they are travelling. Said stipend will be paid as a contract line in 12 equal payments.

h. Every elementary building will be guaranteed one seven (7) hour library paraeducator.

i. Classes taught by Elementary Specialists (such as music, physical education, library, and learning specialists) will have the same class size overload limits as the general education classrooms. Beginning on the tenth (10th) day of school, specialists with classes exceeding the limits outlined in Article VI.B.3.a.-d. will receive four dollars ($**5**) per student per day overload compensation.

j. If Elementary Specialists (such as those listed above) are required to teach reading, they will receive overload compensation when the applicable grade level overload requirement is met.

k. <u>Elementary Librarians</u>

1) A pool of $5,600 will be created to support the needs of elementary librarians. This support could include (but not be limited to):

i. Inventory teams

ii. Special projects

iii. Time for additional lesson design

iv. Substitute coverage

v. Additional extended hours/days

Elementary librarians will submit their request to a Human Resources administrator. These funds will be coordinated between the district Human Resources department and the Association.

2) The District will provide a team to complete elementary library inventories at each building. This team will be provided with the appropriate training and equipment to conduct the yearly library inventories.

3) The District will provide a substitute para-educator upon the 2nd day of absence of the assigned para-educator.

4) The District will provide one librarian for each elementary school. When possible, the District will provide one full-time librarian for each elementary school.

5) The district shall maintain an annual library book replacement budget of $5,000 dollars for the purpose of replacing books that have been lost or damaged. This budget is to be used across all schools and shall be

administered equitable by the Assistant Director of Instructional Technology. Any remaining funds at the end of the year shall carry forward into the next year.

l. Elementary reading specialists:

Contingent upon the receipt of Title I and LAP funds, the district will hire a full-time reading/language arts specialist for each elementary school.

m. Behavior intervention specialists:

ASD will staff at least 12.5 FTE Behavior Intervention Specialist positions to provide ongoing support for students and employees. The Assistant Superintendent of Human Resources and AEA president will meet yearly to consult on best placement of the Behavior Intervention Specialists.

Should the ASD experience a reduction in state and/or federal funding for Behavior Intervention Specialists, the Association and District agree to meet to discuss potential impact to Behavior Intervention Specialists.

5. Special Education - Class Size

a. Early Childhood Education-ECE

The ECE program is a four day a week attendance program for students. The fifth day (non-attendance day for students) is for activities such as family/community connections, new student evaluations, Childfind, home visits, etc.

When presented with a lack of resources to meet the unique needs of student(s), a teacher may initiate a request to special education leadership for support. **This meeting will occur in the ECE classroom so that special education leadership can observe the student(s) within the classroom. This meeting will be scheduled and held within seven (7) working days with a written decision and thorough explanation to the ECE teacher with three (3) working days. If no support is provided, the employee may appeal to the Assistant Superintendent of Human Resources and the AEA president who will uphold the decision or make a new determination.** Support may include but are not limited to:

- Professional development
- Curricular needs
- Staffing resources
- Intervention supports

All ECE teachers will receive up to two (2) days of release time for the purposes of meeting with kindergarten teachers to transition ECE students. ECE teachers will work with the special education coordinator to outline and carry out plans.

1) The caseload for each Special Education ECE session shall be eight (8) **students who receive special education services** and eight (8) non-disabled students. There will be two (2) 6.5-hour para-educators for each 1.0 ECE teacher.

Students who qualify for SLP services only will not be counted as peer model students.

2) **ECE teachers will not be required to serve as full day substitute teachers on the day that students do not attend.**

At 9-11 **students who receive special education services** in the special education preschool programs, a teacher-initiated meeting with the building administrator and Executive Director of Student Special Services or Assistant Director of Student Special Services to discuss the appropriate remedy to meet needs of students which could include:

- Additional instructional materials
- Supply money
- Release time
- Additional classified assistance
- Specialized training
- Additional certificated staff

The Executive Director will provide an appropriate remedy based on the needs of the individual student. A teacher can appeal the decision of the Executive Director of Special Services within 30 days to the Assistant Superintendent and the President of the Association, who will reserve the right to uphold the previous remedy or provide an appropriate remedy.

In addition to the remedy provided above, the teacher will also be entitled to the following compensation:

9-10th IEP student overloads per session	$9 per day
11-12th IEP student overloads per session	$18 per day
13** IEP student	the district will make all reasonable attempts to hire a qualified ECE teacher.

Staff is eligible for financial compensation if they have at least 4 peer models. The district commits to consider whenever possible, equitable placement of students so as not to purposefully overload low peer model classrooms.

3) **ECE – Itinerant Teacher**

ECE Itinerant is a position that supports students in ECE who qualify for special education services and writes IEPS for students in ECE. This position also participates in ECE PLCs, meetings, and IEP meetings, and assists the Child Find team as needed. The ECE itinerant provides services to children in various locations, rather than in a single, fixed classroom.

ECE Itinerant Teachers will receive up to three (3) days of release time to meet with TK and Kindergarten teachers to transition ECE students, ECE Itinerant Teachers will work with the special education coordinator to outline and carry out plans.

4) ECE – Special Education – Extended Day

The caseload for each extended day session shall be six (6) **students who receive special education services**. There will be three (3) 6.5-hour para-educators for each 1.0 ECE teacher.

At 7-9 **students who receive special education services** in the Extended Day program, a teacher-initiated meeting with the building administrator and Executive Director of Student Special Services or Assistant Director of Student Special Services to discuss the appropriate remedy to meet needs of students which could include:

Additional instructional materials

- Supply money
- Release time
- Additional classified assistance
- Specialized training
- Additional certificated staff

This meeting will occur in the ECE classroom so that special education leadership can observe the student(s) within the classroom. This meeting will be scheduled and held within seven (7) working days with a written decision and thorough explanation to the ECE teacher with three (3) working days. If no support is provided, the employee may appeal to the Assistant Superintendent of Human Resources and the AEA president who will uphold the decision or make a new determination.

In addition to the remedy provided above, the Extended Day program teacher will also be entitled to the following compensation:

7th IEP student overloads per session	$9 per day
8th IEP student overloads per session	$18 per day
9** IEP student	hiring a teacher

b. Resource Room-Elementary

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

At twenty-five (25) IEPs for which the District is receiving revenue, then three (3) hours additional classified assistance shall be assigned. Out of these additional three (3) hours, the educational assistance may be used to work with **students who receive special education services** in **general** classrooms who otherwise do not need direct resource room assistance.

At thirty-five (35) IEPs, a **1.0** FTE certificated **special education** teacher will be hired.

31-32 students	$18 per day
33-34 students	$36 per day
35-36 students	$54 per day
37+ students	$18 times the number of students above 30 per day

At 35+ students and until such time as the remedy of a 1.0 FTE certificated special education teacher is in place, the teacher in overload shall have the option of overload pay, as outlined above, or the hire of a temporary six (6) hour para-educator.

Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be entitled to the additional compensation outlined in paragraph (2).

c. Resource Room-Secondary

All resource rooms will receive three (3) hours of classified assistance.

Each comprehensive high school will receive an additional 6.5 hours of classified assistance to assist with inclusionary practices. The resource room department chair will work with colleagues to determine the paraeducator schedule.

Resource Room – Secondary Class Size Overload Compensation

When a Resource Room-Secondary class meets or exceeds 15 students for a class period, the teachers shall have the option of an additional one (1) hour of classified assistance or $2**5** of overload pay per week per student.

Resource Room – Secondary Caseload Overload Compensation

At thirty-five (35) IEPs a 1.0 FTE certificated special education teacher will be hired.

31-32 students	$18 per day
33-34 students	$36 per day
35-36 students	$54 per day
37+ students	$18 times the number of students above 30 per day

At 35+ students and until such time as the remedy of a 1.0 FTE certificated special education teacher is in place, the teacher shall have the option of overload pay, as outlined above, or the hire of a temporary six (6) hour para-educator.

Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be entitled to the additional compensation outlined in paragraph (2)

d. West Auburn Resource Room

WAHS resource room will receive six (6) hours of classified assistance for each 1.0 FTE (pro-rated for partial FTE). When a Resource Room class meets or exceeds 15 students for a class period, the teachers shall have the option of an additional one (1) hour of classified assistance or $20 of overload pay per week per student. At thirty (30) IEPs a 1.0 FTE certificated teacher will be hired. The teacher with an overload shall be entitled to the following compensation:

26-27 students	$18 per day
28-29 students	$36 per day
30-31 students	$54 per day
32 students	$18 times the number of students above 25 per day

At 30+ students and until such time as the remedy of a 1.0 FTE certificated special education teacher is in place, the teacher shall have the option of overload pay, as outlined above, or the hire of a temporary six (6) hour para-educator.

Self-imposed overloads (voluntary overloads created by teachers at the building level) will not be entitled to the additional compensation outlined in paragraph (2).

e. Structured Learning Center (elementary and secondary)

1) All SLC Classrooms with 1-9 students will be staffed at two (2) para-educators.

2) At 10 or more students, a teacher-initiated meeting date will be offered within 2 weeks, with the building administrator and Executive Director of Student Special Services or Assistant Director of Student Special Services to discuss the appropriate remedy for overload which could include:

- Release time
- Supply money
- Additional compensation
- Additional classified assistance
- Additional certificated staff

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

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

10-11 students	$18 a day
12-14 students	$36 a day
14 students	$54 a day in month 1 and 2 and $72 a day after month 2

(For the purposes of this section a month is defined as exact date to exact date ex: Oct 9 to Nov 9.)

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

At 13 students the district will make all reasonable attempts to hire a qualified SLC teacher.

5) The initial numbers will be based on an October 1 enrollment date, with the ability to provide retroactive pay for actual overloads before October 1. Pay will be retroactive to the tenth (10th) day of school.

6) Teachers who provide the WaAim assessment to eligible students will receive one additional day of release time for 1-3 assessments, and a second day of release time for 4-6 assessments and an additional day (total of 3 release days) for seven (7) or more assessments. If two (2) or more days are allotted then at least one day must be taken in the Fall, before winter break, to create assessments.

f. <u>Transition Assistance Program (TAP)</u>

1) All TAP Classrooms with 1-12 students will be staffed at two (2) para-educators.

2) At 13 or more students, a teacher-initiated meeting date will be offered within two (2) weeks, with the building administrator and Executive Director of Student Special Services or Director of Student Special Services to discuss the appropriate remedy for overload which could include:

- Release time
- Supply money
- Additional compensation
- Additional classified assistance
- Additional certificated staff

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

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

13-14 students	$18 a day
15-16 students	$36 a day
17 students	$54 a day in month 1 and 2 and $72 a day after month 2

(For the purposes of this section a month is defined as exact date to exact date ex: Oct. 9 to Nov. 9.)

At 16 students the district will make all reasonable attempts to hire a qualified certificated teacher.

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

g. Pathways (elementary and secondary)

1) All Pathways Classrooms with 1-8 students will be staffed at two (2) para-educators.

2) At 9 or more students, a teacher-initiated meeting date will be offered within 2 weeks, with the building administrator and Executive Director of Student Special Services or Director of Student Special Services to discuss the appropriate remedy for overload which could include:

- Release time
- Supply money
- Additional compensation
- Additional classified assistance
- Additional certificated staff

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

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

9-10 students	$18 a day
11-12 students	$36 a day
12 students	the district will make all reasonable attempts to hire a qualified Pathways teacher.
13 or more students	$54 a day in month 1 and 2 and $72 a day after month 2

(For the purposes of this section a month is defined as exact date to exact date ex: Oct 9 to Nov 9.)

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

5) The initial numbers will be based on an October 1 enrollment date, with the ability to provide retroactive pay for actual overloads before October 1. Pay will be retroactive to the tenth (10th) day of school.

h. <u>Teacher of the Deaf</u>

The District shall assign no more than 65% of the workday for the Teacher of the Deaf and Hard of Hearing (TOD) to provide direct and related services based upon their assigned FTE.

During the school year, for each one (1) hour of additional direct service and/or related service, beyond the 65%, the TOD shall receive one (1) hour of the individual's professional rate of pay.

The formula used to determine the number of hours/minutes spent on direct/related services will be the number of hours contracted per week, based on FTE, multiplied by 65%.

i. <u>Teacher of the Visually Impaired</u>

The District shall assign no more than 65% of the workday for the Teacher of Visually Impaired (TVI) to provide direct and related services based upon their assigned FTE.

During the school year, for each one (1) hour of additional direct service and/or related service, beyond the 65% the TVI shall receive one (1) hour of the individual's professional rate of pay.

The formula used to determine the number of hours/minutes spent on direct/related services will be the number of hours contracted per week, based on FTE, multiplied by 65%.

C. Special Education - General Provisions

1. Continuum of Services

Special Education provides a full continuum of services for students with disabilities, ages 3-2**2** within an appropriate, individual program for each student in the least restrictive environment, consistent with State and Federal regulations.

2. Stipend

All reasonable efforts will be made to schedule Guidance Team, Evaluation Group, and IEP meetings during the 7-hour regular workday. Compensation for meetings held outside of the regular workday is covered for Special Education teachers, SLPs, OTs, and PTs through the Special Education stipend. All Certificated Special Education teachers **(including TOD and TVI)**, **Audiologist, COMS,** SLPs, OTs, and PTs will receive an annual stipend of $2,500 for the duration of the contract paid over twelve (12) months pro-rated by FTE for the following responsibilities:

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

3. Work Relief Days

All Certificated Special Education teachers, SLPs, OTs, and PTs will receive additional work relief days over and above the standard two (2) a year according to the following standard:

- 0.5 Certificated Special Ed. Teacher or SLP/OT/PT: One and one half (1.5) additional work relief day**s**
- 1.0 Certificated Special Ed. Teacher or SLP OT/PT: Three (3) additional work relief days

4. Supply Budget

a. Each SLPs, **Audiologist, COMS,** OT and PT will have a yearly budget of $250 for the purchase of educational materials at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.
b. Each Certificated Special Education teacher (**including TVI and TOD)** will have a yearly budget of $500 for the purchase of educational materials/curriculum and student incentives at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.
c. Each secondary certificated SLC teacher, including TAP, will have an additional supply budget of $750 for the purchase of life skills materials.

5. Assistance for ESSA Compliance

The Auburn School District will assist current Special Education employees and long-term substitutes, in an open position, who need to complete steps to be recognized as ESSA compliant. The ASD will pay for any test that an employee or long-term substitute, in an open position, must take to be recognized as ESSA compliant. The Auburn School District will also arrange for tutors at the request of employees or long-term substitutes, in an open position, who need assistance preparing for such tests. The Auburn School District will notify the Auburn Education Association of the names of employees or long-term substitute, in an open position, who receive any of this assistance.

6. IEP Compensation

Once employees have successfully completed twenty-six (26) IEPs, they shall be paid one and one-half (1½) hours of the individual's professional rate of pay for each finalized IEP beginning with the twenty-seventh (27) completed IEP, provided the IEP is completed in a timely fashion.

If a special education staff is assigned to write, monitor, evaluate, and manage the IEP and program for a student who is assigned to a non-certificated special education teacher or long-term substitute, that special education staff member shall receive two and one half (2 ½) hours of the individual's professional rate of pay for the student's finalized IEP/managing the student's program, provided the IEP is completed in a timely fashion. IEPs for which a teacher is compensated under this agreement shall not count towards the twenty-six (26) IEP trigger for additional pay set forth above.

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

7. Para Vacancies

When a Para position becomes vacant or a position is newly created and the position is not filled with a long-term substitute within 10 school days, the Special Education teacher will be compensated based on FTE as outlined below:

School Day	Compensation
10-29	$25/day
30 and beyond	$50/day

Self-contained programs:

The building administration will develop a planning/lunch coverage system for special education classroom teachers when paraeducator support is not available to support student concerns and the special education employee would miss planning/lunch. Administrators will submit the coverage plan to the Assistant Superintendent of Human Resources and the Association President by October 1 of each year.

D. Reduction in Funding

Should the District experience a reduction in state and/or federal funding for special education, the Association and District agree to meet to discuss potential impact to Article VI.B.4 and VI.C.

E. ESA Specialists

1. Caseloads for Special Education ESA service providers:

a. For any period that the district is unable to hire or contract the number of ESA specialists (OT/PT/SLP/school psychologist/**Audiologist/COMS**) necessary to honor contractual caseload limits due to a lack of qualified applicants or when an extended leave of absence, the District will offer additional FTE (as defined below) to existing staff. Extra FTE cannot be required and must be agreed upon by the OT/PT/SLP/school psychologist. No ESA specialist will be offered additional FTE status beyond 1.2 FTE.

b. Caseload/Workload Assignments

By June 1, representatives from each Special Education ESA group (school psych, OT, PT, and SLP), to include team leads and one additional representative, will work with the executive director of SSS or designee to create caseload/workload recommendations for the upcoming school year. They will use a yearly agreed upon workload factor comparison to determine building assignments in an effort to create both caseload and workload balance. Final placement shall be at the discretion of the district.

c. National Board Certification

All Special Education ESA Specialists (school psych, OT, PT, SLP, **COMS** and **Audiologist**) who maintain a National renewable certification for their professional role may submit to receive an annual stipend of $2,500 to be paid (one) 1 time annually. The stipend will be prorated for employees that have an FTE of 0.5 or lower. This annual stipend will be available while the National Board Certificate for teaching remains valid. Staff will submit a Stipend form along with proof of certification to Human Resources.

The annual stipend will not be awarded if the ESA holds a valid National Board Certification.

d. Psychological services:

The District shall employ school psychologists to maintain a 900:1 student enrollment to psychologist ratio. Student enrollment shall be based on March 1 of the current year for staffing determinations in the following year.

e. Speech and Language Pathologist:

The District will assign caseloads of 1.0 FTE for forty-four (44) students. **SLPS who accept additional .2 FTE; caseload will be fifty-three (53) students.**

f. Occupational Therapists:

The District will assign caseloads of 1.0 FTE for twenty-four (24) students. Certified Occupational Therapy Assistants are assigned based on student needs. **OTs who accept additional .2 FTE; caseload will be twenty-nine (29) students.**

g. Physical Therapists:

The District will assign caseloads of 1.0 FTE for twenty-four (24) students. Physical Therapy Assistants are assigned based on student needs. **PTs who accept additional .2 FTE; caseload will be twenty-nine (29) students.**

h. Certified Orientation Mobility Specialist (COMS):

If the ratio exceeds 1:18,000 a workload impact meeting will be held with the supervisor and COMS to discuss the impact within two weeks.

Possible remedies include:
• Additional instructional materials
• Supply money
• Release time
• Specialized training
• Additional certificated staff

i. Audiologist:

If the ratio exceeds 1:18,000 a workload impact meeting will be held with the supervisor and Audiologist(s) to discuss the impact within two weeks.

Possible remedies include:
• Additional instructional materials
• Supply money
• Release time
• Specialized training
• Additional certificated staff

2. Medicaid Billing

OTs/PTs/SLPs that generate Medicaid reimbursement funds will receive no less than 10% of the total amount reimbursed by their group. **On a quarterly basis,** the team lead of each representative group will **receive Medicaid reimbursement funds. SLP, OT and PT team leads will work with their respective teams and use their professional judgment to determine how funds will be spent.** To be eligible for receipt of additional funds SLPs, OTs and PTs will maintain required state licensure and complete monthly billing requirements, to be reviewed annually with SSS administration and team lead.

3. ESA Specialist Overloads

ESA Specialists will be compensated for overload, based on a 1.0 FTE, adjusted for less than or more than full-time, as follows:

a. Occupational Therapists: Two (2) hours of the individual's professional rate of pay for each case above 24 per month

b. Physical Therapists: Two (2) hours of the individual's professional rate of pay for each case above 24 per month

c. Speech & Language Pathologists: Two (2) hours of the individual's professional rate of pay for each case above 44 per month

d. Psychologists: Eight (8) hours of the individual's professional rate of pay for each case above 65. A case is defined as an initial evaluation or a comprehensive reevaluation.

4. Nurses:

A nurse lead position with a stipend of $2,000 will be designated to assist the director of nursing in onboarding new nurse staff and mentoring.

The District will staff each building with one (1) health tech.

The district will have a minimum of 9.0 FTE nurses. At the end of the 2013-2014 school year, Title 19 revenue will be reviewed for the previous year. If the amount has increased $75,000 over the 2012-2013 revenue, an additional 1.0 nurse will be added for a total of 10.0 FTE nurses. Should the district experience a reduction in Title 19 revenue from the 2012-2013 level, the Association and District agree to meet to discuss the potential impact to nursing staffing.

Beginning with the 2018-2019 school year the district will add additional nurse staffing for a total of 12.0 FTE nurses. Beginning with the 2019-2020 school year, the district will include the total nurse staffing to 13.0 FTE nurses.

Management Time

Because school nurses have additional responsibilities that cannot be done during their workday, school nurses will also be scheduled a student-free period for nurse management time to complete their duties within the 7.5 hour workday. School nurses will work with the Health Tech to determine the best placement of this time within the workday.

Nurses Work Relief

When a school nurse uses a work relief day and they do not want to work from home, they will be provided a space at Student Special Services. Although it may be a shared space, it requires a quiet, distraction-free space with all the needed technology and equipment. The school nurse will notify the Executive Director of SSS, or designee, 48 hours in advance of their scheduled work relief day.

Emergency Action Plans

Washington State Law requires students with life-threatening conditions to have an Emergency Action Plan in place before the first day of school attendance. This includes having all medications, and a medication authorization form from their medical provider, and written consent from the parent/guardian.

The District will maintain a pool of sixty-five (65) additional work days. These will be distributed based on the percentage of total Emergency Action Plans each nurse has assigned, as of June 1. Nurses shall be notified by the last working day in June of their individual allocation of additional workdays. Nurses shall then work these additional days during the month of August.

5. ESA Program/PD Conflicts

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

If a less than 1.0 FTE ESA is required to attend Professional Development and district-designated time by their supervisor, the employee will be compensated for the time beyond their FTE at their per diem rate of pay.

6. Workspace

After receiving a schedule from the audiologist, TOD, TVI, or OMS for when they will be on-site, the district building administrator will identify a consistent, confidential, and non-shared workspace for the days they are on-site. The workspace will be communicated to the Assistant Superintendent of Student Engagement Services or designee, the AEA president, as well as the employee. Any changes to the workspace schedule should be communicated to the employee at least twenty-four (24) hours in advance. Should the employee need to change the schedule of when they will be on-site, they will provide twenty-four (24) hour notice to the building administrator.

7. ESA Extended Days

The ESA Specialists named below will receive extended day contracts at the individual's daily rate of pay as follows:

Elementary School Counselors	3 days for a 1.0 FTE*
Middle School Counselors	6 days for a 1.0 FTE*
High School Counselors	8 days for a 1.0 FTE*
School Psychologists	12 days for a 1.0 FTE
Lead School Psychologist	10 days for a 1.0 FTE
Lead OT/PT	10 days for a 1.0 FTE
Lead Nurse	10 days for a 1.0 FTE
Lead SLP	10 days for a 1.0 FTE
Audiologists	**5 days for a 1.0 FTE**
Transition Specialists	**10 days for 1.0 FTE**
Special Education TOSAs	**10 days for 1.0 FTE**
Assistive Technology Team	**5 days per team member**

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

*Days will be mutually agreed upon between the school counselor and Building administrator. Half of the days may be individually determined by the counselor based on support of the school counseling plan. If a mutually agreed upon time cannot be determined, the school counselor may appeal to the Asst Superintendent of Human Resources and the AEA President.

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

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

8. Counseling services

Each elementary school building shall be assigned one (1) certificated counselor. At 500 K-5 students each high poverty elementary will be staffed with two (2) certificated counselors. For every 250 FTE students thereafter, an additional counselor will be added. Each middle school shall be assigned a minimum of three (3) certificated counselors. Should a middle school building exceed 1050 FTE students, a fourth counselor shall be added. Each comprehensive high school building shall be assigned a minimum of five (5) counselors except during a transitional year of opening. West Auburn shall have one (1) counselor. If a high school building exceeds 2,100 FTE students, a sixth counselor shall be added. For every 350 FTE students thereafter, an additional counselor will be added. Additionally, each comprehensive high school shall be assigned one (1) career counselor. For future counselor position openings, ESA social workers may be considered.

a. Counselor Responsibilities
    1) No more than 20% of a school counselor's time throughout the school year will be supporting assigned tasks that do not directly or indirectly benefit students (lunch, proctoring).
    2) Counselors will receive an annual stipend for the management of the 504 process as follows:
        i. Elementary counselors: $1,200
        ii. Middle school counselors: $1,500
        iii. High school counselors: $1,800
    3) Counselors that proctor will be paid for lost planning time for each day that they proctor.

F. **ML** Instructors

All **ML** staffing and resources are contingent on state and federal funding.

1. Professional Provisions for ML Teachers

a. ML teachers are teachers first. ML teachers will not be used for building translation services.
b. ML teachers are classroom teachers that provide students with meaningful access to grade level curricula throughout the school day as students acquire the English language skills needed to achieve their full academic potential.
c. ASD Multilingual Learner (ML) program staff serve each eligible student by providing individualized language support designed to ensure ML students acquire full English proficiency as quickly and effectively as possible.
d. The co-teaching model of delivering instruction is optional for ML.
e. ML staff know their students, families, and school communities best. ML staff will use a variety of best practices to plan and deliver instructional content. These include (but are not limited to) state learning standards, culturally responsive teaching methods, teacher clarity, and child/brain development research. ML will design the learning experience with the intent of creating the greatest potential for the students to experience academic success in a physically, socially, and emotionally safe learning environment.

2. Elementary **ML**

Elementary **ML** teachers shall be staffed at one (1) FTE teacher to every 80 FTE **ML** students per building. Fewer than 80 FTE **ML** students may result in a prorated FTE ML teacher. **ML** para-educators will be staffed at one (1) para-educator to every 80 FTE ML students.

Elementary ML teachers will not be used as substitute teachers in buildings except to provide occasional Staff Utilization for Class Coverage.

Upon the arrival of the 81st student who revives ML services, the ML teacher will receive overload compensation at $5 per student per week.

3. Secondary **ML**

Secondary **ML** teachers shall be staffed at one (1) FTE teacher to every 70 FTE ML students per building.

Each comprehensive secondary building will be staffed with one (1) 6.5 hour Paraeducator for support in the **ML** classroom or to support **ML** students in general education classes. **ML teachers will create the schedule of support for ML paraeducators. The use of paraeducators to support other building programs outside of ML program, will be at the discretion of the ML teacher. ML teachers will consult with the Master Scheduler at each building to ensure the paraeducator schedule aligns with building hours.**

a. Class Size

ASD will endeavor to maintain a class size ratio of 15:1 for **ML** LA 1 classes at comprehensive secondary schools. At 16 students overload pay will be in effect, per this agreement. **All other ML classes will have a class size of 20:1. When ML classes exceed the sizes listed above, the ML teacher will be compensated at $25 per student per week.**

4. Caseload Overload Provision

At 81 students at elementary and 71 students at secondary, a teacher-initiated meeting with the building administrator and the program administrator of assessment or designee to discuss the appropriate remedy for overload which could include:
• Release time
• Supply money
• Additional compensation
• Additional classified assistance
• Additional certificated staff
• Additional instructional period

The program administrator of assessment or designee will provide an appropriate remedy based on the needs of the individual teacher. A teacher can appeal the decision of the program administrator within 30 days to the Assistant Superintendent of Human Resources and the President of the Auburn Education Association, who will reserve the right to uphold the previous remedy or provide an appropriate remedy.

5. Para Vacancy Provision for **ML**

Beginning October 1 each year, when a Para position becomes vacant or a position is newly created and the position is not filled with a long-term substitute within 10 days, the **ML** teachers will be compensated based on FTE as outlined below:

School Day	Compensation
10-29	$25/day or $4.17 per period
30 and beyond	$50/day or $8.33 per period

6. Annual WIDA Testing

ML teachers will collaborate with building administration for organization and facilitation of the annual WIDA test and make up tests.

ASD will provide substitute teachers, as needed, to support efficient administration of the annual WIDA test. All substitute requests must be included in the building test security plan to be reviewed and approved by the district assessment coordinator.

An **ML** teacher can appeal the decision of the district assessment coordinator within 10 days to the Assistant Superintendent of Human Resources and the President of the Auburn Education

Association, who will reserve the right to uphold the previous remedy or provide an appropriate remedy.

7. General Provisions

   a. Staffing for **ML** shall occur in March of the preceding school year. Beginning in the 2019-2020 school year, **ML** staffing shall be readjusted according to the October 1 numbers.

   b. Each **ML** teacher will receive $1,500 per year for classroom assistance. Expenditure of these dollars shall be coordinated through the program administrator of assessment following appropriate Title III guidelines.

   c. Each **ML** teacher will be reimbursed for $150 on educational materials purchased at the teacher's discretion.

   d. Regular scheduled meetings will be held with the program administrator of assessment and the **ML** teaching staff.

8. Department Chair/Team Lead

Secondary **ML** will follow the same guidelines for creation of department chair/team lead.

1 (one) Elementary ML staff will serve on the Building Leadership Team, unless all ML staff members decline.

9. Additional Compensation and time in Recognition for extra work to provide a quality ML Program

   a. **ML** teachers may receive additional hours paid at the Professional rate of pay up to $2,500 (pro-rated by FTE) for non-instructional and instructional-adjacent work required outside of the 7.5 hour workday. Per Federal requirements, access to these funds require prior approval by the **Director of Multi Lingual Services** with work to be completed outlined. **ML teachers may submit hours for the entire year in September with approval within seven (7) days. If approval is not given within seven (7) days, ML teachers will contact the Assistant Superintendent of Human Resources.**

   b. For ML teachers who teach at more than one (1) building site, principals will create work schedules that allow for appropriate travel time between worksites. If a schedule does not allow ML teachers to have their before/after school time, duty free lunch or daily planning time, the ML teacher will work with their principal to resolve any concerns with the schedule. Teachers may appeal to the Assistant Superintendent of Human Resources and to the AEA President if they feel the proposed schedule will not meet the needs for the required travel.

G. Instructional Specialists/Title/LAP

Instructional Specialists and Title/LAP specialists shall receive up to 30 additional hours at their professional rate of pay for implementation of their work as specialists. These hours may be used for materials preparation in August, before and after workday meetings district wide meetings, planning for building meetings, or other building needs. Prior approval is not required to access the 30 additional hours for compensation.

H. Inclusionary Practices

Inclusionary practices are strategies and approaches that aim to include all students in the general education environment, regardless of their diverse backgrounds, abilities, or needs. These practices are designed to ensure that every student, including those with disabilities, students receiving ML and special education services, or other challenges, has equitable access to the curriculum and school activities. Many types of strategies may be used to promote inclusion in the classroom. Examples of strategies may include (but are not limited to) separate or alternate learning location, differentiation, accommodations and modifications including: graphic organizers, manipulatives, alternate forms of assignments, highlighting/note taking, expression tools, prompting and cueing, accessibility tools, read-alouds, managing distractions and dyslexic accommodations.

1. Co-Teaching

Co-teaching is a model of instruction where two or more certificated teachers share the responsibilities of on-going instruction, for students with and without disabilities in a shared class, occurring within a class period or instructional block of time. There are multiple models of co-teaching that can be used to provide instruction.

Inclusionary instructional models that require two educators to co-teach and co-plan in order to implement inclusive student instruction will be optional. Educators who voluntarily choose to co-teach will select the co-teaching model that works best for the educational needs of students and the staff providing instruction.

Additional Requirements for the co-teaching model:

a) **ASD will create a form for general education classroom and special education teachers who are interested in co-teaching, to complete by March 1 of each school year for the following school year. Exceptions to the March 1 deadline may be made for newly hired teachers, provided it is in alignment with d. below.**
b) **No teacher shall be assigned to co-teach unless they indicate their interest on the form.**
c) **The Auburn School District will not engage in coercive actions to persuade teachers into a co-teaching model.**
d) **Teachers new to the profession who have not been trained in co-teaching will not be assigned co-teaching/full inclusion during their first two (2) years of teaching.**
e) **Teachers who submitted interest in co-teaching will have access to the co-teaching interest form developed by subsection a), in order to collaboratively select matching partners for co-teaching assignments.**

f) **Both instructors shall have leadership and take responsibility for all students within the classroom. One (1) instructor is not to direct the other or use the other in place of a paraeducator. Instructional arrangements and methods must remain flexible and remain responsive to student learning needs.**
g) **The District shall provide continuous and ongoing optional training and coaching to support effective co-teaching partnerships on models of inclusive practices and how to implement them which may include workshops, seminars, or observation of effective co-teaching practices demonstrated by their peers.**
h) **Co-teaching pairs must mutually establish class agreements and procedures, both taking responsibility for the management and organization of the classroom. They will share a common classroom space while engaged in co-teaching.**

Responsibilities for educators who are co-teaching

a) **Secondary teachers interested and assigned to co-teaching will commit to co-teaching for one (1) semester at a time. Those who do not wish to continue co-teaching in the second (2nd) semester will notify their building administrator by Nov. 1 of each year. The master schedule will be reconfigured by Jan. 15th.**

   Elementary staff will commit to co-teaching for trimesters one (1) and two (2). Elementary staff who no longer wish to co-teach for the third (3rd) trimester will notify their administrator by February 1. The Master schedule and any IEP amendments will be adjusted by March 1.
b) **Co-teacher pairs will develop the model of inclusionary practices that works for their co-instructional space. Both instructors are responsible for the learning of all students while engaged in a co-teaching assignment.**
c) **Both instructors are responsible for aligning instruction to standards.**
d) **Both instructors will be responsible for data collection, grading, progress reporting and management for all students.**
e) **School sites will not use one (1) member of a co-teaching pair as an in-house substitute when there are no substitutes available. Each teacher is responsible for providing their own lesson plans to their co-teaching partner when absent.**
f) **Student IEPs shall be developed collaboratively but are the responsibility of the Special Education teacher.**

Additional Supports:

a) **Teachers in a co-teaching model will not be required to participate in district determined Professional Learning Communities (PLC). The district determined PLC block of time will be utilized for planning and preparation duties related to co-teaching. The individually determined late start Mondays remain under the control of the individual teacher.**
b) **When a co-teacher is absent, best practices will require a substitute to fill the absent position. Should no substitute for the absent co-teacher be available, the remaining co-teacher will deliver instruction to the class and receive compensation at the professional rate of pay for each period without a substitute.**

I. State Requirements for Graduation

1. Advisory

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

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

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

No more than one (1) Advisory session will be scheduled each month. The building administration and staff will devise a plan that is beneficial to the completion of the state graduation requirements. The plan will include time and resources for staff regarding tracking and evaluating completion of the state requirements.

J. Educator Support Program

In support of new certificated employees entering the profession, an advising employee will be selected to work with those new to the profession or employee(s) who have been out of their role for five (5) years or more.

1. Educator Support Selection Process

a. The curriculum department will announce applications for the subsequent school year and will make application forms available no later than June 1.

b. Educator support applicants will be considered for assignment if their completed application packet is returned to the curriculum department twenty-four (24) hours prior to the meeting of the Selection Committee.

c. If an Employee has in previous years applied, they may reactivate the application by informing, in writing the curriculum department of such intent twenty-four (24) hours prior to the convening of the Selection Committee.

d. The curriculum department will chair a committee composed of two other members including a human resources administrator and an Association representative. This committee will review applications and recommend mentor to mentee pairing, and with the approval of the principal(s), the pairing may move forward.

e. Initial matching of educator support candidates and beginning teachers should be achieved no later than October 1. Matching of educator support candidates and beginning teachers/ESAs employed after the first student instruction day will occur within twenty (20) workdays following the beginning teachers/ESAs date of employment.

2. Educator Support Selection Criteria

   a. Educator Support applicants will have completed at least three years of successful experience-preferably in the same district.

   b. Educator Support applicants will have had supervision experience (student teacher supervisions, department head, liaison teacher, coordinating teacher, or acceptable/comparable experience as verified by building principal).

   c. Educator Support applicants should be currently in a full-time assignment.

   d. Educator Support applicants will demonstrate effective teaching skills, possess a high level of professional development and commitment, and demonstrate good communication skills.

3. Educator Support Matching

   a. When possible, the elementary educator support candidates and beginning teachers/ESAs will be in the same building and preferably in the same grade level.

   b. When possible, secondary educator support candidates and beginning teachers/ESAs will be assigned in the same subject area and will be in the same grade building.

   c. Educator supports candidates will be assigned no more than two (2) beginning teachers/ESAs.

4. Educator Support Responsibilities

   a. Attend required planning and evaluation sessions.

   b. Provide appropriate classroom assistance to the beginning teacher/ESA.

   c. Encourage the instructional development of the beginning teacher/ESA.

   d. Assist the beginning teacher/ESA in acquiring appropriate materials and other resources.

   e. Assist the beginning teacher/ESA in understanding and implementing district policies and procedures.

   f. Be directly responsible to the building principal for the supervision and staff development of the beginning teacher/ESA.

   g. Fulfill assigned responsibilities as an educator support candidate.

5. Educator Support Compensation

   a. Advising teacher (mentor) shall receive a $700 stipend for each person being mentored.

   b. The mentee will receive a $200 stipend.

   c. The District will reimburse advising teachers and beginning teachers/ESAs for approved travel necessary to the appropriate performance of their duties and responsibilities as assigned and/or approved.

   d. The District will pay for a maximum of six (6) days of substitute services for release of the advising teacher to attend required/approved meetings.

K. Technology

1. Chromebook Replacement or Repair

Because Chromebooks are a requirement of a teaching position, if an employee's district assigned device is damaged or stolen, due to no intentional act of the employee, while on a district site or while an employee is traveling to or from an official school function or required district activity, the district will repair or replace the device with a hot swap device at no cost to the employee. The employee may choose replacement with new updated equipment at the replacement cost. The employee will remain in their normal rotation for technology replacement. The procedures for reporting damaged or lost Chromebooks will be made clear and accessible to all relevant parties. This language supersedes related technology agreements previously signed by employees.

2. Collaboration in Choosing New Technology

ASD recognizes the importance of collaboration between administration, faculty, and staff in the decision-making process for adopting new technology. Prior to technology investment which impacts all teachers, the District Technology Advisory Committee will be scheduled to meet. This committee will be composed of representatives from administration, AEA President or designee, certificated teaching staff, technical support, and other relevant stakeholders. The Committee will evaluate the proposed technology, considering functionality, compatibility with existing systems, and potential impact on the learning environment. Final decisions will be communicated transparently to the relevant ASD administration and AEA president.

Classroom teachers are in the best position to understand the individual needs of students and can optimize the learning environment and resources. Classroom teachers will be consulted prior to major changes to the technology placement in their classroom and will have input for such placement. The Department of Technology will make all efforts to minimize any negative impact to existing teaching spaces.

3. Professional Development

ASD will provide continuous, ongoing and differentiated professional development opportunities to ensure all staff are proficient in using the technology provided. This includes initial training sessions for any new technology implementations and access to continuous learning resources such as workshops, webinars, and instructional materials. Adequate time will be allocated for this purpose.

4. <u>Additional Technology Equipment</u>

The district will provide each site a supplementary technology budget to allow for educators to purchase peripheral equipment needed for their assignment. Building administrators will share the balance of this account, along with the process for requesting needed equipment, prior to October 1 of each year and upon request by members. Unused funds in this budget will rollover to the following year. In the event that additional technology equipment is necessary and an employee's purchase is denied, the employee can appeal the denial to the Assistant Superintendent of HR and the AEA President. Should a Technology Levy not pass, this section may be reviewed in LMT.

5. <u>Compliance and Review</u>

All sections of this Article will be subject to annual review to ensure they meet the evolving needs of the educational environment and technological advancements. Feedback from staff and other stakeholders will be actively sought during these reviews to ensure that this article remains relevant and effective.

L. <u>Professional Discretion, and Collaborative Communities</u>

Certificated staff know their students, families, and school communities best. Certificated staff will use a variety of best practices to plan and deliver instructional content. These include (but are not limited to) state learning standards, culturally responsive teaching methods, teacher clarity, and child/brain development research. Certificated staff will design the learning experience with the intent of creating the greatest potential for the students to experience academic success in a physically, socially, and emotionally safe learning environment.

1. <u>Additional components to support, professional discretion and collaborative communities:</u>

a. <u>Instructional Schedules</u>

Each building's leadership team will have authentic involvement in the development of the building schedule. The building schedule shall not have been predetermined prior to the authentic involvement of the building leadership team.

b. <u>Elementary</u>

Building schedules will provide time for students to receive specialized services and programs. Building schedules will provide adequate transition time to allow for specialist rotations and access to lunch and recess. Classroom instructional time that does not involve other instructional staff may be adjusted at the discretion of the classroom teacher based upon the needs of the students in the room. Teachers implanting a co-teaching model will collaborate on the best placement of their co-teaching block of time.

Educators are not expected to teach content during the student breakfast or lunch period, announcements, and dismissal time. Individual educators will have the discretion to best place ample movement breaks for students throughout the school day. Teachers are empowered to use professional judgment to build transition time between content areas.

2. **Other general provisions of Instructional Schedules:**

Placement of planning time immediately next to a lunch period will be regularly rotated between interested staff to provide equity for all employees.

Draft building schedules will be shared with staff no later than the last working day in June.

3. **Pacing Guides, Instructional Calendars, Student Assessment, Lesson Plans**
   a. **Pacing guides and instructional calendars created by the Auburn School District will be solely used as a general guide for instruction. Educators will be allowed to re-teach, differentiate and modify instruction based upon the needs of their students. When a teacher makes adjustments to the pacing of lessons based upon student needs and the students are making progress to reach the end of grade level expectations of the curriculum, the adjustment will not be used as negative evidence for evaluation purposes.**
   b. **Educators will be supported in their efforts to provide an enriching student centered educational environment. The use of outside speakers, specialized projects and classroom community building activities to foster a welcoming and growth centered environment is encouraged following ASD guidelines for guest speakers. In the event a speaker, project, or activity may impact another building program or service, impacted staff/programs/service will receive 1 week notification. Concerns about excessive changes to a building program or service shall first be addressed at the building level. Should an employee not receive satisfactory resolution of their concern at the building level, they may address their concern with the Assistant Superintendent of Human Resources and the AEA president.**
   c. **The first week of school will be used to create warm, welcoming environments, and begin building a positive classroom culture. To support this effort, student assessment (DIBELs, iready, etc) will be scheduled to begin the 2nd week of school.**
   d. **Classroom educators are responsible for planning for instruction. Lesson plans, checklists, program "look-fors", etc. designed by other staff, district administrators, or the Department of Student Learning may be offered solely as a resource.**

4. **Support for Newly Adopted Curriculum**

The Auburn School District will provide all ancillary materials and supplies that may be needed in order for new curriculum or programs to be implemented. The Auburn School District Department of Student Learning will create a "Supplemental Materials" request form for educators to communicate their needs. A clear procedure will be developed for acquisition and distribution of materials to educators on a timely basis to support instruction.

5. **Support for collaborative communities**

Credibility in transformative equitable learning environments is fostered through a combination of trustworthiness, honesty, competence, and commitment as perceived by members of the learning community. (ASD Collective Equity Organizational Analysis Report 2022).

The Auburn School District will provide educators with a physically, socially and emotionally safe and caring working environment that embraces diversity and respect for self and others. Certificated employees can expect the following supports to occur at all worksites:

a. **Comments about an employee's physical appearance or perceived emotions will not be tolerated.**
b. **Comments about race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (over 40), disability and genetic information (including family medical history) will not be tolerated.**
c. **Retaliation towards an employee for asserting rights protected in the Collective Bargaining Agreement (CBA) will not be tolerated in the Auburn School District. Aggressive communication will not be tolerated.**
d. **The administrative team at each site are the agreed upon ASD employees to conduct walkthroughs for evaluative purposes. Only those conducted by these building administrators, using the CEL 5D+ rubrics, are part of evaluations. Additional staff may be invited to visit the workspace provided prior notice will be given to buildings.**
e. **When a concern exists between two or more employees covered by this collective bargaining agreement, the impacted employee will utilize the district established complaint procedure to seek a resolution and not the grievance process.**

6. <u>Support for staff new students entering after the beginning of the school year</u>

The district's intent is to provide 24 hours' notice to Educators will be provided 24-hour notice prior to newly enrolled students arriving to class, but will do so as soon as practically possible.

M. <u>Site-Based Decision Making</u>

1. <u>Definition/Recognition</u>

The District and the Association recognize that some decisions in the District are best made by the individuals who actually provide the services at the worksites. Under the leadership of the building principal or principal designee, staff, and where appropriate, parents, community members, and/or students may make identified decisions at the building level. Thus, the use of collaborative decision making is an option available for the involvement of those directly affected by the decision. Participation by certificated Employees shall be voluntary but available to all.

2. <u>Building Decision Making Model</u>

A building's decision-making model is to be developed or reviewed annually and submitted to the Association president and the assistant superintendent of human resources and labor relations by October 15 annually.

3. Site-Based Waiver Request

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

VII. Employee Evaluation

A. General Provisions for all Employees not Defined as Classroom Teachers

1. Copies Provided

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

a. Job description.

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

c. The annual evaluation form.

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

If possible, documents will be provided to the employee electronically.

2. Plan of Assistance

Any regular Employee receiving a less-than-satisfactory rating on any indicator will be placed on a plan of assistance. Courses the Employees are required to take because of being placed on a plan of assistance will be paid for by the District.

B. Formal Observations

1. Formal Observation Scheduling

Formal observations will be scheduled as follows:

a. One observation, not less than thirty (30) minutes, prior to December 31, and one observation, not less than thirty (30) minutes, after January 1, or

b. A series of two modules of not less than fifteen (15) minutes each, totaling not less than thirty (30) minutes, prior to December 31 and a series of two (2) modules not less than fifteen (15) minutes each, totaling not less than thirty (30) minutes after January 1. Such series of modules must be completed within ten (10) school days, or

c. A combination of one observation, not less than thirty (30) minutes, and one series of modules, totaling not less than thirty (30) minutes (VII.B.1.b.), provided that not less than thirty (30) minutes of observation is scheduled prior to December 31 and not less than thirty (30) minutes after January 1.

2. Pre-Observation Conference

Each formal observation or series of modules (VII.B.1.a.-c.) will be preceded, at the option of either the evaluator or the Employee, by a conference in which observation arrangements and the Employee's goals and objectives for the instructional session or activity to be observed are discussed by the Employee and the principal or administrative designee.

3. Cancellation of Formal Observation

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

4. Informal Observation

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

5. Written Summary of Formal Observation

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

6. Post-observation Conference

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

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

a. Results of the observation,

b. Plans for improvement and supervision,

c. Plans for the Employee's self-improvement,

d. Plans for the next cycle of evaluation.

C. Probation

1. Anticipated Probation

In accordance with statute, a regular certificated contract Employee may be placed on probation at any time after October 15. Where it is anticipated that a regular certificated contract Employee may be placed on probation, a meeting will be held a minimum of three (3) weeks before the onset of probation to notify the Employee and to call attention to deficiencies. A written summary of the deficiencies shall be given to the Employee at that meeting.

2. Superintendent Notification

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

3. Written Documentation

Employees on probation will receive:

a. A written statement of the deficiencies or conditions which, if not corrected, could result in termination,

b. Written recommendations of remediation or correction of the deficiencies or conditions, and a description of satisfactory performance for the deficient areas,

c. A written plan of administrative supervision for the Employee.

4. Probationary Procedures for Regular Certificated Contract Employees

a. Consistent with the provisions of RCW28A.405.100, as now or hereinafter amended, during the period of probation, the Employee may not be transferred from the supervision of the original evaluator. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the Employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary Employee's compensation or benefits for the remainder of the Employee's contract year. If such reassignment is not possible, the District may, at its option, place the Employee on paid leave for the balance of the contract term. The Auburn Education Association and the Auburn School District agree that, should the District select the option of placement into an alternative assignment, the individual will perform work related to that requiring a certificate.

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

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

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

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

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

1) Written recommendations of remediation or collective deficiencies or conditions, and a description of satisfactory performance for the deficient areas,

2) Written description of assistance probationer will receive from district,

3) A written plan of administrative supervision for the Employee.

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

1) Termination of probationary placement, or

2) Issuance of probable cause under RCW 28A.405.310 or 28A.405.210. Such notice will include evaluation of the Employee's progress in those areas of deficiencies or conditions appearing in the original notice.

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

1) Terminate the Employee's probationary status, or

2) Issue to the Employee a notice of probable cause under RCW 28A.405.310 or 28A.405.210, or

3) Identify areas of deficiency which need further improvement.

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

D. Annual Evaluation

1. Written Copy of Annual Evaluation

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

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

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

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

2. Annual Evaluation Conference

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

3. Purpose of Annual Evaluation Conference

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

4. Basis of Annual Evaluation

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

a. Classroom observations.

b. Employee activities during the contracted day.

c. Verified and factual school-related information; and

d. Duties and responsibilities included on the appropriate job description.

5. Copy of Annual Evaluation

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

E. Minimum Criteria for the Evaluation of Certificated **Professionals**.

This includes ESAs, Counselors, Deans, Instructional Coaches, Curriculum Specialists, Librarians, Media Specialists and does not include Classroom Teachers.

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

1. Criterion 1: Instructional Skill

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

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

a. Identifying the learning needs of individual pupils.

b. Establishing learning objectives/outcomes consistent with individual pupil learning needs and with district learning objectives and goals.

c. Planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes.

d. Conducting/implementing the instructional plan/experience.

e. Using the principles of learning to facilitate the learning of objectives.

f. Assessing pupils' learning/achievement of outcomes and using resultant data in the design of future instructional experiences.

g. Identifying and implementing local school district goals, objectives, and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, etc.

2. Criterion 2: Classroom Management

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

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

a. Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved.

b. Organizing the physical setting so that it contributes to learning.

c. Identifying and appropriately using instructional resources available throughout the school District and the community.

d. Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.

e. Providing a classroom climate conducive to student learning.

3. Criterion 3: Professional Preparation and Scholarship

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

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

a. Use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.

b. Relate/use the principles and methods of teaching theory, learning, motivation, development, personality, as a basis for the design of learning experiences.

c. Specify educational philosophy underlying one's instructional decisions.

d. Demonstrate commitment to school and professional activities (attendance at local, District, and state meetings; consortium activities; participation on special committees, etc.).

e. Implement statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.

f. Demonstrate commitment to the profession and its code of ethics.

4. Criterion 4: Effort Toward Improvement When Needed

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

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

a. Inservice and career development activities sponsored by the District, educational service district, and professional organizations.

b. Continuing education and training initiated and selected by the individuals.

c. Follow-through and response to recommendations included in periodic and annual personnel evaluations.

d. Self-assessment/evaluation and identification of strengths, needs, limitations.

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

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

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

a. Recognizing conditions which may lead to disciplinary problems.

b. Establishing clear parameters for student "in-classroom" conduct and making these expectations known.

c. Developing appropriate strategies for preventing disciplinary problems.

d. Responding appropriately to disciplinary problems when they do occur.

e. Resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies.

f. Assisting students toward self-discipline and acceptable standards of student behavior.

6. Criterion 6: Interest in Teaching Pupils

The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, considering everyone's unique background and characteristics. The certificated teacher demonstrates enthusiasm for and enjoyment in working with pupils.

Indicators: The evaluation procedure assesses the extent to which the teacher:

a. Enjoys the process of working with students.

b. Recognizes characteristics of each student.

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

7. Criterion 7: Knowledge of Subject Matter

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

Indicators: The evaluation procedure assesses the teacher's knowledge of the subject(s) they are required to teach and will consider the:

a. Depth of knowledge of the subject matter area.

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

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

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

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

F. Minimum Criteria for the Evaluation of Certificated Support Personnel (BIS, Nurses, Counselors, etc.)

The following criteria will be used in the evaluation process, and in preparing the written probation progress and evaluation reports. The criteria listed below must be used and space be provided on the evaluation for the signature of the principal and the Employee. The indicators listed below each criterion are guidelines intended to assist the evaluator in judging whether the Employee is meeting the criteria.

1. Criterion 1: Knowledge and Scholarship in Special Field

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

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

a. Provide a theoretical rationale for the use of various procedures.

b. Demonstrate understanding of the basic principles of human growth and development.

c. Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

d. Relate and apply knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.

2. Criterion 2: Specialized Skills

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

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

a. Design and conduct a program providing specific and unique services within the individual's specific discipline.

b. Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student:

   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.

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

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

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

a. Demonstrate awareness of the law as it relates to his/her area of specialization.
b. Demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area.
c. Demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.).
d. Demonstrate commitment to the concept of career-long professional growth by participation in workshops, seminars, or graduate study.

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

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

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

a. Consult with other staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing specialized programs.
b. Plan and develop support programs to serve the preventive and developmental needs of the school population and the special needs for some students.
c. Interpret characteristics and needs of students for parents, staff, and community, in group and individual settings, via oral and written communications.

G. Abbreviated Evaluation/Short Form

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

An abbreviated evaluation procedure shall include either:

1. A thirty (30) minute observation during the school year with a written summary, or

2. A final annual written evaluation based upon the negotiated evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

3. Standard evaluation (long form) procedures must be followed at least once every three years thereafter. Either an Employee or an evaluator may request application of standard evaluation procedures for any given year by informing the other party, in writing, on/or before the first day of October of the year in which the evaluation is to be performed.

H. Professional Growth Plan (PGO)

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

Procedures for the Professional Growth Plan are as follows:

1. By October 1, employee and primary evaluator mutually agree to participate in the Professional Growth Plan.

2. At the first meeting between the employee and evaluator, a plan will be created indicating the mutually developed professional growth goals, specific strategies to reach those goals, and specific indicators of progress.

3. A second meeting will be held to give an update of progress toward goals.

4. A third meeting, completed by May 15, will be conducted to write a summation of the Professional Growth Plan. The summation is to be mutually written by both the employee and supervisor as a review of the year's progress. The summation is to be used as the evaluation for the year.

5. While participating in the Professional Growth Plan, informal observations by administrators may occur at any time.

6. If the employee and supervisor mutually agree, the employee may continue with the Professional Growth Plan.

VIII. Classroom Teacher Evaluation

A. Introduction

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. This Article applies to employees defined as certificated classroom teachers. Both parties agree that the implementation of this new evaluation system will require oversight which shall be determined by the joint Labor Management Team.

The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluation and the employee subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity as defined in WAC 392-191-025 and RCW 28A.405.110. Within CEL 5D+, teachers will be evaluated on their own practice, skills, and knowledge.

B. Definitions

Artifacts shall mean any products generated, developed, or used by a certificated teacher and/or students. These products are not intended to be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Classroom teachers shall be specifically those staff with an assigned group of students who provide academically focused instruction and grades for students. These employees may hold one or more of the certificates pursuant to WAC 181-79A-140 (1), (2), (3), (6)(a-e), (6)(g). The term "classroom teacher" does not include ESAs, Counselors, librarians, media specialists, Instructional Coaches, Curriculum Specialists, and other bargaining unit members agreed to between the District and the Association. Those bargaining unit members who do not meet this definition will remain under Article VII Employee Evaluation.

Component shall mean the sub-section of each criterion.

Criteria shall mean one of the eight (8) state defined categories to be scored.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the CEL 5D+ framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.

Evidence shall mean observed practice, products, or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the CEL 5D+ instructional framework and the evaluation tool based on that framework. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from anonymous sources shall not be used as evidence.

Instructional Frameworks shall be jointly agreed upon and be the basis for a state-approved evaluation tool for classroom teachers.

Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

Observations for classroom teachers will be classroom-based for Criteria 1-6. Observe or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics.

Student Growth Data must be relevant to the teacher and subject matter and must be based on multiple measures and shall mean the change in student achievement between two points in time within the current school year, or as agreed upon by the teacher and the evaluator. Assessments used to demonstrate growth should predominately originate at the classroom level and be initiated by the

classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student Growth data summary is due by April 1, unless an earlier mutually agreed upon timeline has been established.

C. General Provisions

1. Copies Provided

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

a. Job description.

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

c. The annual evaluation form.

d. A copy of the Formal Evaluation Scheduling process as determined in this Agreement.

If possible, documents will be provided to the employee electronically.

2. Student Growth Goal Setting

The teacher and principal will meet to discuss Student Growth Goal Setting prior to a goal being selected. The teacher shall choose a student growth goal for Components SG - 3.1, SG – 6.1, and SG – 8.1. The goal for SG – 6.1 and SG – 8.1 may be the same goal. Preferably, the goal(s) shall be mutually agreed upon by the teacher and the evaluator. **Upon an employee's request, administrators are required to use OSPI guidance as it pertains to alternate guiding questions for teachers of students served through special education and other positions as it relates to student growth goal setting. If the administrator refuses to make use of such guiding questions, the employee will contact the Assistant Superintendent of Human Resources and the AEA president for assistance.**

3. Artifacts and Evidence

a. A teacher may, but shall not be required to, submit artifacts and evidence for completion of the evaluation.

b. The evaluator and teacher will make every effort to balance the responsibility of collecting of any evidence deemed necessary.

c. A conversation and/or written communication (including electronic communication) between an evaluator and teacher about evaluation criteria will be used by the evaluator and/or teacher as evidence as part of the overall evaluation.

d. Under no circumstance can evidence obtained by somebody other than the teacher's direct evaluator be used as negative evidence in a teacher's evaluation.

e. Under no circumstance can an outside rubric be used to negatively impact a teacher's evaluation.

4. Professional Development

Prior to being evaluated using the evaluation tool based upon an approved instructional framework, the District shall provide professional development relevant to the framework and evaluation process. **The professional development must include all potential OSPI 5D+ guiding question documents that may be used to evaluate an employee's particular assignment and must explicitly state that the employees will be evaluated using the appropriate alternate state-approved 5D+ guiding questions for their job description.**

When a special education classroom teacher has profoundly impacted students who have an IEP, administrators will use the 5D+ guiding question document for evaluations or comparable guidance. Special education teachers will create developmentally appropriate student growth goals.

5. Record Keeping

   a. Only the Final Summative Evaluation and any teacher's comments will be moved to the teacher's personnel file at the end of the school year.

   b. If the District decides to use web-based formats district-wide, this section will be re-opened for negotiations to address issues of confidentiality and access. When piloting web-based formats for potential use district-wide, all confidentiality of evaluation-related materials will be maintained.

6. Electronic Monitoring

Mechanical or electronic devices shall not be used to listen to or record the procedures of any class for purposes of evaluation.

7. Alternative Evaluator

Requests for an alternative evaluator must be submitted, in writing, by October 1st along with the rationale for the request. Should the request be denied, the teacher may request a meeting with the Human Resources department and may be accompanied by an Association representative to discuss possible solutions.

8. Plan of Assistance

This section does not apply to situations that only involve a Student Growth Inquiry as described in Section VIII.E.4.

   a. Any classroom teacher receiving less than Basic on the Summative Performance rating will be placed on a Plan of Assistance that shall be developed no later than October 1 of the following school year.

   b. Any classroom teacher receiving a less than Basic rating on any criterion may also be placed on a Plan of Assistance.

   c. Courses the Employee may be required to take because of being placed on a Plan of Assistance will be paid for by the District.

d. In such cases that a classroom teacher with more than five (5) years of experience receives a Summative Performance rating below Proficient, the teacher will be placed on a Plan of Assistance that shall be developed no later than October 1 of the following school year.

D. Comprehensive Evaluation (Formal Observation Process)

A Comprehensive Evaluation will include evaluation of all eight state criteria. All provisional employees must be evaluated on a Comprehensive Evaluation. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every **six** years. A second-year Provisional employee who receives a summative rating of at least Proficient rating will be granted continuing contract status for the subsequent year.

1. Formal Observation Scheduling

Formal observations will be scheduled as follows:

a. New employees must be observed at least thirty (30) minutes during the first ninety (90) days.

b. Provisional employees in the third year of status must be observed at least ninety (90) minutes of time. There must be an observation at least three (3) times during the year.

c. One observation, not less than thirty (30) minutes, prior to December 31, and one observation, not less than thirty (30) minutes, after January 1.

d. A series of two modules of not less than fifteen (15) minutes each totaling not less than thirty (30) minutes, prior to December 31 and a series of two (2) modules not less than fifteen (15) minutes each, totaling not less than thirty (30) minutes after January 1. Such series of modules must be completed within ten (10) school days, or

e. A combination of one observation, not less than thirty (30) minutes, and one series of modules, totaling not less than thirty (30) minutes of (VIII.D.1.d.), provided that not less than thirty (30) minutes of observation is scheduled prior to December 31 and not less than thirty (30) minutes after January 1.

2. Pre-observation Conference

Each formal observation or series of modules (VIII.D.1.d-e) will be preceded, at the option of either the evaluator or the Employee, by a conference in which observation arrangements and the Employee's goals and objectives for the instructional session or activity to be observed are discussed by the Employee and the principal or administrative designee.

3. Cancellation of Formal Observation

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

4. Informal Observation

   a. An informal observation is an observation by the evaluator that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

   b. Informal observation may be documented in writing. If there is an area of concern that may be used in the final evaluation, the written documentation of the observation must be provided to the teacher on the timeline as noted in Section VIII.D.5. below.

   c. Employees may request a meeting with the observer after any informal observation(s). The purpose of the meeting will be to discuss the observation(s).

5. Written Summary of Formal Observation

The Employee will receive a copy of a written summary of each formal observation or series of modules. A written summary will be provided to the Employee within three (3) days after such report is written but within eight (8) school days following the conclusion of the formal observation.

6. Post-observation Conference

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

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

   a. Results of the observation,

   b. Plans for improvement and supervision,

   c. Plans for the Employee's self-improvement,

   d. Plans for the next cycle of evaluation.

7. Formative Mid-Year Rating

The evaluator will provide a formative mid-year rating to the teacher by **the end of the first week in January** for each indicator **that the administrator has gathered sufficient evidence that** the teacher is evaluated on that year. The evaluator will meet with any teacher with scores of one (1) or (2)**, or lacking evidence** for any indicator by the last working day of **January**.

If, as of the end of the first week in January, an administrator believes that they lack sufficient evidence in any indicator to rate an employee as proficient (3) or distinguished (4), the administrator must inform the employee in writing via email with an electronic attachment of the mid-year rating report narrative. This electronic communication will plainly and clearly communicate the indicator(s) in which the administrator does not have sufficient evidence for an employee to score a 3 or 4 rating. The administrator must collaborate with the employee on what evidence is necessary during the mid-year conference in January. If an administrator fails to provide the required written communication, the administrator is barred from rating the teacher as basic (1) or unsatisfactory (2) in those indicators at the mid-year rating and final rating.

E. Probation

1. Anticipated Probation

In accordance with statute, a regular certificated contract Employee may be placed on probation at any time after October 15. Where it is anticipated that a regular certificated contract Employee may be placed on probation, a meeting will be held a minimum of three (3) weeks before the onset of probation to notify the Employee and to call attention to deficiencies. A written summary of the deficiencies shall be given to the Employee at that meeting.

a. A teacher's work is not judged satisfactory, and therefore shall be placed on probation when the overall Comprehensive score is 1 - Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year period shall also be placed on probation.

b. Teachers may only be placed on probation from the Comprehensive evaluation system described above.

c. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments unless they meet Highly Qualified requirements.

2. Superintendent Notification

a. If an evaluator determines that the performance of an employee under her/his supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

1) The evaluation report prepared pursuant to the provisions contained in this Article

2) A recommended specific program designed to assist the employee in improving his/her performance.

b. If the superintendent concurs with the evaluator's judgment that the performance of the employee is:

1) Unsatisfactory; or

2) For employees with more than five (5) years of teaching experience on Basic for two (2) consecutive years; or

3) For employees with more than five (5) years of teaching experience on Basic for two (2) years within a consecutive three (3) year period,

then the superintendent will notify, in writing, each regular certificated contract Employee to be placed on probationary status for a period of not less than sixty (60) school days, any time after October 15, pursuant to RCW 28A.405.100.

c. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is Unsatisfactory.

3. Written Documentation

The Association and Employees being placed on probation will receive:

a. A written statement of the deficiencies or conditions from the instructional framework which, if not corrected, could result in termination,

b. Written recommendations of remediation or correction of the deficiencies or conditions, and a description of satisfactory performance for the deficient areas,

c. A written plan of administrative supervision for the Employee.

d. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in her/his area(s) of deficiency.

4. Probationary Procedures for Regular Certificated Contract Employees

a. Consistent with the provisions of RCW28A.405.100, as now or hereinafter amended, during the period of probation, the Employee may not be transferred from the supervision of the original evaluator. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the Employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary Employee's compensation or benefits for the remainder of the Employee's contract year. If such reassignment is not possible, the District may, at its option, place the Employee on paid leave for the balance of the contract term. The Auburn Education Association and the Auburn School District agree that, should the District select the option of placement into an alternative assignment, the individual will perform work related to that requiring a certificate.

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

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

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

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

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

1) Written recommendations of remediation or collective deficiencies or conditions, and a description of satisfactory performance for the deficient areas,

2) Written description of assistance probationer will receive from district,

3) A written plan of administrative supervision for the Employee.

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

1) Termination of probationary placement, or

2) Issuance of probable cause under RCW 28A.405.310 or 28A.405.210. Such notice will include evaluation of the Employee's progress in those areas of deficiencies or conditions appearing in the original notice.

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

1) Terminate the Employee's probationary status, or

2) Issue to the Employee a notice of probable cause under RCW 28A.405.310 or 28A.405.210, or

3) Identify areas of deficiency which need further improvement.

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

j. Non-renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of Unsatisfactory for two (2) consecutive years, the district shall, within ten (10) days of the completion of the Final Summative Evaluation Conference or May 15, whichever comes first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

The employee who is, at any time, issued a written notice of probable cause for non-renewal (discharge) by the superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

k. Records of probation and supporting documentation for an Unsatisfactory evaluation will be maintained in the employee's file for ten (10) years and will, if no further Unsatisfactory analysis is made in the interim, be removed and destroyed at the request of the employee.

F. Final Summative Evaluation Conference (formerly Annual Evaluation)

1. **If an evaluator believes that an employee may receive a final rating of Basic (2) or Unsatisfactory (1) on any indicator, the administrator must inform the employee in writing within eight school days following the second (or in cases of third year provisional employees, third) observation but no later than April 15, which clearly communicates the indicator(s) in which the administrator does not feel they have the proper evidence and must collaborate with the employee on what evidence is necessary.**

2. No later than May 15th the evaluator and classroom teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence.

3. The teacher has the right to provide additional evidence for each criterion scored.

4. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide evidence for each indicator scored Basic or Unsatisfactory.

5. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation (may be an electronic signature/receipt) and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.

6. Teachers shall have the right to attach additional comments or rebuttal to the Final Summative Evaluation.

G. State Criteria, Framework, and Scoring for Certificated Classroom Teachers

1. The state evaluation criteria for classroom teachers are:

a. Centering instruction on high expectations for student achievement,

b. Demonstrating effective teaching practices,

c. Recognizing individual student learning needs and developing strategies to address those needs,

d. Providing clear and intentional focus on subject matter content and curriculum,

e. Fostering and managing a safe, positive learning environment,

f. Using multiple data elements to modify instruction and improve student learning,

g. Communicating and collaborating with parents and the school community, and

h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

2. Criterion Performance Scoring

If the evaluator and teacher cannot agree on a final criterion score, the following will apply:

a. Component Scores: Evidence will be gathered over the year to inform the component scores, using a growth philosophy. If growth is made over the year, the higher score (later score) will be used.

b. Criterion Scores: Component scores will be averaged and rounded to reach a final score. When a final criterion score includes a fractional number (for example 2.3), all scores with a fractional below 0.5 will be rounded down and all fractional 0.5 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

3. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

Score	Summative Performance Rating
8-14	Unsatisfactory
15-21	Basic
22-28	Proficient
29-32	Distinguished

4. Student Growth Criterion Score and Student Growth Inquiry Plan

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below:

Raw Score	Rating Score
5-12	Low
13-17	Average
18-20	High

If a teacher receives a distinguished summative score and a Low student growth score, they must be automatically moved to the Proficient level for their summative score. If a teacher receives an Unsatisfactory on any of the five student growth components, it will trigger the Student Growth Inquiry Plan. The teacher and evaluator will engage in one of the following, as chosen by the teacher no later than October 1 of the following year:

- Triangulate student growth measure with other evidence (including observations, artifacts, and student evidence) and additional levels of student growth based on classroom, school, District, and state-based tools.
- Examine extenuating circumstances possibly including goal setting process/expectations, student attendance, and curriculum/assessment alignment.
- Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.
- Create and implement a professional development plan to address student growth areas.

H. Focused Evaluation

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The selected criterion must be mutually approved by the evaluator and the classroom teacher and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. The teacher may remain on the Focused Evaluation for **five (5)** years before returning to the Comprehensive Evaluation.

The teacher can initiate a move from the Focused to the Comprehensive Evaluation by October 1. The evaluator can initiate a move from the Focused to the Comprehensive Evaluation by October 1.

1. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.

2. If criterion 3, 6, or 8 are selected, evaluators will use those student growth rubrics. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

3. If criterion 8 is selected for a Focused Evaluation, then a classroom-based observation may not be required.

4. Observations and conferences for the Focused Evaluation shall follow the guidelines set forth in Section B Comprehensive Evaluation (Formal Observation) above.

5. The score received on the selected criterion is the score assigned as the final summative score, including the student growth indicator(s).

6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration shall be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

IX. Salary Provisions & Schedules

A. General Salary Provisions for Teachers and Educational Staff Associates

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

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

B. Explanation of Salary Schedule

1. S.A.M. Agreement

The parties agree that the state-funded salary allocation model is the Auburn salary schedule structure. See Appendix **A** (Salary Allocation Model).

For the 2024-25 school year, the base and enrichment cells of the salary schedule in Appendix A have been increased by the state's inflationary factor, currently the Implicit Price Deflator, plus 1% for a total increase of 4.7%

For the 2025-2026 school year, the base, enrichment, and longevity cells of the salary schedule in Appendix A will be increased by the state's inflationary factor, currently the Implicit Price Deflator.

For the 2026-2027 school year, the base and enrichment cells of the salary schedule in Appendix A will be increased by the state's inflationary factor, currently the Implicit Price Deflator.

2. Experience Credit

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

3. State Guidelines for Credit

Credit will be allowed for advancement on the salary schedule according to the salary allocation model.

4. Clock Hours

Certificated Employees will receive the equivalent of a one-college-credit-hour course on the salary schedule for each ten (10) clock hours of approved in-service training attended, provided such credit is accepted by OSPI and/or other appropriate state monitoring agencies.

5. Employee's Training File

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

6. Compensation for Movement on Salary Schedule

Individuals may qualify for a pay increase through a change in salary schedule column placement when applicable credits and/or clock hours have been completed and official transcripts have been submitted prior to October 1. Clock hours earned September 1, 2021, and after will be accepted for movement on the salary schedule collected and credited in blocks of one (1) or more. Compensation for column placement changes will be paid on a retroactive basis. Retroactive means a lump sum payment for the months preceding the first month of pay at the revised rate.

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.
d. Existing educational loans, professional dues, and/or certification/licensure purposes.

   Beginning September 1, 2011, ESA staff (nurses, OT/PT, SLP, and Psychologists) will be able to accrue tuition reimbursement from year-to-year, not to exceed $1,500.

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.

X. 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. Step I

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

2. Step II

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

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

3. Step III

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

4. Arbitration Decision

Arbitration will be conducted pursuant to the procedures of the American Arbitration Association. The decision of the Arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties. The costs for the services of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association.

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

5. June Grievance Filing

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

6. Timelines

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

B. Steps for Mediation of Grievances

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

1. Grounds for Mediation

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

2. Notification of Mediation

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

3. Submittal to Mediation/Mutual Agreement

The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedures of the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures contained within the collective bargaining agreement which provide for the submission of a grievance to binding arbitration shall be enforced.

4. Appeals to Arbitration

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

5. No Settlement/Appeal

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

6. Mediation Fees

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

XI. Duration/Signatory

A. Duration

1. Duration of Agreement

This Agreement will be effective as of the 1st day of September **2024** and will continue in effect until the 31st day of August **2027**. Negotiations between the parties for a successor Agreement will begin no later than sixty (60) days prior to the expiration date of this Agreement. This agreement will remain in effect until a successor agreement is in effect.

2. Agreement to Discuss Calendar and Funding

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

3. Modification of Contract

This contract may be modified in writing by mutual agreement.

4. Financial Hardship

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

B. Signatory

Signed this _____ day of _____ 2024.

AUBURN SCHOOL DISTRICT NO. 408

_____
Board President

AUBURN EDUCATION ASSOCIATION

_____
Elaine Hogg – President

Members of the Labor Management Team

_____
Jon Young

_____
Cathy DeJong

_____
Curtis Leonard

_____
Chuck Hurt

_____
Cindi Blansfield

_____
Scott Husar

_____
Sally Colburn

_____
Aaron Cowan

_____
Dave Halford

XII. List of Appendices

Appendix A: Salary Schedules 110
Appendix B: Supervisor Stipend 112
Appendix C: 2024-2027 Activity Salary Schedule – Certificated 113
Appendix D: Department Chairperson/Team Leaders 115
Appendix E: Department Chairperson/Team Leaders Supplemental Salary Schedules 116
Appendix F: Music Events 117
Appendix G: Professional Growth Form (PGO) 119
Appendix H: Elementary Class-Size Chart 122
Appendix I: School Calendars (Draft) 125
Appendix J: Cause/Just Cause 128
Appendix K: Employee Assistance Program (EAP) 129
Appendix L: Kindergarten Assessment MOU 130
Appendix M: School Social Workers LOA 131
Appendix N: BCBA LOA 134
Appendix O: Teacher Residents LOA 136
Appendix P: Individual Choice SIP Form 138
Appendix Q: Contract Waiver Request 139

Appendix A: Salary Schedules

2024-2025 Salary Allocation Model (SAM)

		01	02	03	04	05	06	07	
		BA	BA+15	BA+30	BA+45	BA + 90 MA	MA+45	MA+90 PHD	
Base	0	60,663	62,298	63,992	65,690	72,830	78,154	81,665	0
Enrichment		7,926	8,139	8,361	8,582	9,515	10,211	10,670	
Total		68,589	70,437	72,353	74,273	82,346	88,364	92,334	
Prof. Hr. Rate		40.64	41.75	42.89	44.05	48.81	52.40	54.76	
Base	1	61,478	63,135	64,850	66,623	73,751	79,015	82,502	1
Enrichment		8,032	8,249	8,473	8,704	9,636	10,323	10,779	
Total		69,510	71,383	73,323	75,327	83,387	89,338	93,281	
Prof. Hr. Rate		41.20	42.31	43.46	44.66	49.44	52.98	55.33	
Base	2	62,255	63,930	65,663	67,570	74,659	79,814	83,341	2
Enrichment		8,134	8,353	8,579	8,828	9,754	10,428	10,889	
Total		70,389	72,283	74,242	76,398	84,413	90,241	94,230	
Prof. Hr. Rate		41.72	42.85	44.02	45.30	50.04	53.52	55.88	
Base	3	63,055	64,746	66,496	68,468	75,533	80,568	84,182	3
Enrichment		8,238	8,459	8,688	8,945	9,868	10,526	10,998	
Total		71,294	73,205	75,184	77,413	85,401	91,095	95,180	
Prof. Hr. Rate		42.26	43.40	44.57	45.89	50.65	54.03	56.46	
Base	4	63,980	65,751	67,521	69,567	76,648	81,625	85,282	4
Enrichment		8,359	8,590	8,822	9,089	10,014	10,664	11,142	
Total		72,339	74,342	76,343	78,655	86,662	92,289	96,424	
Prof. Hr. Rate		42.79	43.96	45.15	46.52	51.26	54.58	57.03	
Base	5	65,078	66,865	68,662	70,831	77,912	82,793	86,537	5
Enrichment		8,502	8,736	8,971	9,254	10,179	10,817	11,306	
Total		73,581	75,601	77,633	80,086	88,091	93,610	97,843	
Prof. Hr. Rate		43.33	44.52	45.59	47.15	51.83	55.13	57.62	
Base	6	65,917	67,668	69,524	71,802	78,830	83,615	87,375	6
Enrichment		8,612	8,841	9,083	9,381	10,299	10,924	11,416	
Total		74,529	76,508	78,608	81,183	89,129	94,539	98,790	
Prof. Hr. Rate		43.87	45.05	46.30	47.81	52.48	55.68	58.17	
Base	7	67,691	69,474	71,366	73,776	80,904	85,657	89,541	7
Enrichment		8,844	9,077	9,324	9,639	10,570	11,191	11,699	
Total		76,535	78,551	80,690	83,415	91,474	96,848	101,239	
Prof. Hr. Rate		44.87	46.07	47.32	48.90	53.62	56.80	59.37	
Base	8	69,859	71,739	73,675	76,285	83,511	88,242	92,267	8
Enrichment		9,127	9,373	9,626	9,967	10,911	11,529	12,055	
Total		78,986	81,112	83,301	86,252	94,421	99,771	104,322	
Prof. Hr. Rate		46.31	47.56	48.85	50.56	55.36	58.50	61.17	
Base	9		74,088	76,118	78,825	86,184	90,915	95,079	9
Enrichment			9,680	9,945	10,298	11,260	11,878	12,422	
Total			83,767	86,063	89,123	97,444	102,794	107,501	
Prof. Hr. Rate			49.12	50.45	52.26	57.13	60.27	63.04	

2024-2025 Salary Allocation Model (SAM)

		01	02	03	04	05	06	07	
Base	10			78,594	81,497	88,952	93,665	97,964	10
Enrichment				10,268	10,648	11,622	12,237	12,799	
Total				88,863	92,144	100,574	105,902	110,763	
Prof. Hr. Rate				52.10	54.03	58.97	62.08	64.94	
Base	11				84,242	91,814	96,538	100,926	11
Enrichment					11,006	11,996	12,613	13,186	
Total					95,249	103,810	109,151	114,112	
Prof. Hr. Rate					55.84	60.86	63.99	66.90	
Base	12				86,901	94,780	99,491	104,011	12
Enrichment					11,354	12,383	12,998	13,589	
Total					98,255	107,163	112,489	117,600	
Prof. Hr. Rate					57.61	62.82	65.95	68.96	
Base	13					97,825	102,519	107,170	13
Enrichment						12,781	13,394	14,002	
Total						110,606	115,913	121,172	
Prof. Hr. Rate						64.85	67.97	71.04	
Base	14					100,948	105,756	110,450	14
Enrichment						13,189	13,817	14,430	
Total						114,136	119,573	124,880	
Prof. Hr. Rate						66.92	70.11	73.21	
Base	15					103,572	108,507	113,321	15
Enrichment						13,532	14,176	14,805	
Total						117,104	122,683	128,126	
Prof. Hr. Rate						68.65	71.92	75.12	
Base	16					105,639	110,672	115,585	16
Enrichment						13,802	14,459	15,101	
Total						119,441	125,131	130,686	
Prof. Hr. Rate						70.03	73.36	76.62	

Longevity Stipend		Beyond yr 16 to yr 19	From yr 20 to yr 24	From yr 25 to yr 29	Year 30 and beyond
Stipend amount		$2,250	$3,250	$4,250	$5,250
BA+90/MA		$121,691	$122,691	$123,691	$124,691
MA+45		$127,381	$128,381	$129,381	$130,381
MA+90		$132,936	$133,936	$134,936	$135,936

Appendix B: Supervisory Stipend

The rate of pay for supervision will be $2**5** per hour. Up to two (2) hours of supervisory pay shall be paid for preparation time for the fall Open House.

Specified Professional Duties Stipend

Required duties for the below-listed tasks, worked beyond the normal workday (I.A.2.), shall be compensated at the individual professional rate of pay **unless otherwise designated as per diem pay**. These tasks include:

A. Payment at the **per diem rate** for required attendance at workshops, conferences, classes, in-services, or seminars when attended beyond the contracted day. **The District required hours may not exceed six (6) hours in a school year. These hours are in addition to the 44.5 hours of Designated Time identified in Article 1.6.a.**
B. Interview teams.
C. District-directed curriculum development and adoption unless otherwise agreed.
D. Textbook selection.
E. Summer school/extended school year.
F. Inservice trainers.
G. Impact Trainers

Any professional development beyond the 44.5 hours identified in 1.6.a and Appendix B will be at the employee's option and paid at the Professional Rate of Pay. Training which employees self-select for personal growth such as Google Badges, Tech Connect, etc. may be offered for a stipend. Out-of-state travel for Professional Development will not qualify for the Professional Rate of Pay. AEA and ASD will create a rubric in LMT to address the impact to employees who are requested to attend in-state Professional Development that may require overnight travel.

For staff participating in assigned training conducted on non-school days. Compensation will not exceed payment for eight (8) hours in any one day.

H. After school/Saturday detention.
I. AP/PSAT/SAT test preparation
J. Psychologists, counselors, nurses, and classroom teachers (including TOSAs and specialists) will receive individual professional rate of pay for participating in case study/MDT meetings outside **before/after school** time.
K. Other professional duties as mutually agreed to by the Association's president and the District's superintendent. Except as otherwise provided in this Agreement, required hours of work beyond the workday, e.g., instructional fairs, young authors, spelling bees, will be compensated at the professional rate of pay.

Required overnight duties involved with fifth grade camp supervision shall be compensated at **2.2%** of the beginning teachers' salary schedule amount (Column 1, Step 0). This weekly rate will be prorated to the number of actual days overnights served.

Appendix C: 2024-2027 Activity Salary Schedule - Certificated

Introduction: Certificated staff members who accept a supplemental employment contract for activities will be volunteers and will be paid in addition to their regular pay according to the following schedule. The district retains the right to fill stipend positions for which there is no qualified, willing certificated staff member.

High School Activity Salary Schedule

Activity	Years of Experience		
	0-1	2-3	4+
Annual	$5,294	$5,717	$6,053
Band	$8,000	$8,364	$8,723
Pep Band	$2,000	$2,250	$2,500
Choir	$5,995	$6,514	$6,897
Debate	$6,053	$6,429	$6,807
Drama	$6,429	$6,807	$7,185
Journalism	$5,260	$5,672	$6,053
Orchestra	$5,995	$6,514	$6,897
Robotics	$6,429	$6,807	$7,185

High School Activity/Athletic Coordinator Schedule

Years of Experience		
0-1	2-3	4+
$8,320	$8,699	$9,072

A high school activity stipend will be based on the Activity Placement Schedule noted below and will be tied to a defined number of events per year outside of the school day**.** 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

Activity	Years of Experience		
	0-1	2-3	4+
Annual	$3,435	$3,688	$3,911
Band	$3,402	$3,652	$3,873
Jazz Band	$1,000	$1,200	$1,400
Choir	$3,402	$3,652	$3,873
Jazz Choir	$1,000	$1,200	$1,400
Debate	$3,435	$3,688	$3,911
Drama	$3,435	$3,688	$3,911
Journalism	$3,435	$3,688	$3,911
Orchestra	$3,402	$3,652	$3,873

Middle School Coordinator Salary Schedule		
Years of Experience		
0-1	2-3	4+
$7,187	$7,564	$7,942

Middle School ASB Advisor Salary Schedule		
Years of Experience		
0-1	2-3	4+
$4,162	$4,541	$4,916

Activity Placement Schedule High School	
Activity	Minimum Number of Events Outside School Day
Band	9 performances/contests (separate from Pep Band activities outlined below). Attendance at Veteran's Day Parade and rotation of Santa Parade (1 school per year).
Pep Band	The building principal and activity stipend holder will agree upon events which will include 4 football games, 8 basketball games, 2 pep assemblies outside of the instructor's workday.
Choir	8 performances/contests
Orchestra	8 performances/contests

Activity Placement Schedule Middle School	
Activity	Minimum Number of Events Outside School Day
Band	5 performances/contests
Jazz Band	2 festivals or performances and rehearsal outside of the school day
Choir	5 performances/contests
Jazz Choir	4 concerts and 2 festivals and rehearsals outside of the school day
Orchestra	5 performances/contests

Appendix D: Department Chairperson/Team Leaders

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

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

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

Appendix E: Department Chairperson/Team Leaders Supplemental Salary Schedules

TEAM LEADER SUPPLEMENTAL SALARY SCHEDULE – Middle School

2024-2027

Steps/Experience	A	B	C	D
0-1 Years	$3,017	$3,406	$3,781	$4,161
2-3 Years	$3,406	$3,781	$4,161	$4,540
4+ Years	$3,781	$4,161	$4,540	$4,915

DEPARTMENT CHAIR SUPPLEMENTAL SALARY SCHEDULE – High School

2024-2027

Steps/Experience	A	B	C	D
0-1 Years	$3,380	$3,813	$4,235	$4,660
2-3 Years	$3,813	$4,235	$4,660	$5,086
4+ Years	$4,235	$4,660	$5,086	$5,505

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

11-21 Sections	Column A
22-32 Sections	Column B
33-43 Sections	Column C
44+ Sections	Column D

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

Mentor Department Chairperson: 20 years in district will receive $600.

Appendix F: Music Events

The following are a list of events related to music stipends. Music Directors will consult with the building administration regarding the program for the year including discussion surrounding transportation, travel, and substitute needs.

High School Band **School Events** Concerts/Performances (fall, winter, spring, feeder and district) **Adjudicated/Assessed Events** GRMEA Band contest (Saturday) GRMEA Solo and Ensemble (Saturday) Collegiate Festival (outside of school day) Jazz Festivals (Saturday or outside of school day) **State Events** Northwest Honor Band at PLU (weekend) All State/All Northwest (weekend) State Solo & Ensemble Western International Band Clinic (WIBC) Honor Band Weekend
Middle School Band **School/District Events** Concerts/Performances (fall, winter, spring, feeder and district) **Adjudicated/Assessed Events** GRMEA Band Festival GRMEA Solo and Ensemble (Saturday) **Honor Bands/WMEA** Jr All State (Saturday)
High School Orchestra **School/District Events** Concerts/performances (fall, winter, spring, feeder) Future Freshman Night **Adjudicated/Assessed Events** GRMEA Orchestra Contest GRMEA Solo & Ensemble (Saturday) Collegiate Festival (outside of school day) **State Events** State Solo & Ensemble (WIAA-weekend) **Honors** NW Honors Orchestra (weekend) All State/All NW (weekend) CWU/WWU Orchestra Festival (weekend)

Middle School Orchestra

School District Events
Concerts/Performances (fall, winter, spring, feeder)

Adjudicated/Assessed Events
GRMEA Solo & Ensemble (Saturday)

Honors
Jr. All State

High School Choir

School/District Events
Concerts/Performances (fall-Oct, winter-Dec, spring-March, summer-June, feeder)
Graduation (Saturday)
Assemblies

Adjudicated/Assessed Events
GRMEA Choir Festival (beginner & advanced)
GRMEA Solo & Ensemble (Saturday)
Collegiate Festival (outside of school day)
Jazz Festivals (Saturday or outside school day)

State Events
State Solo & Ensemble (WIAA-weekend)

Honors
NW Honor Choir (weekend)
All State/All NW (weekend)
American Choral Directors Association (ACDA Honor Choir)

Middle School Choir

School District Events
Concerts/performances (fall-Oct, winter-Dec, spring-March, summer-June, feeder)
Assemblies

Adjudicated/Assessed Events
GRMEA Solo & Ensemble (Saturday)
GRMEA Choir Festival

Honors
Jr. All State (Saturday)

Appendix G: Professional Growth Form (PGO)

AUBURN SCHOOL DISTRICT NO. 408

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

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

Professional Growth Form (PGO)

Comments (to be completed by the evaluator):

Employee Name (please print)

Employee Signature

Date

Appendix H: Elementary Class-Size Chart

Elementary Class Size Overload Chart

(Effective September 2024)

Grades K-2						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
23	24	25	Reconsider	26	27	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grades 3-4						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
27	28	29	Reconsider	30	31	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grade 5						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
30	31	32	Reconsider	33	34	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

- Chart based upon 4.5 hours of instructional day
- At the regular education teacher's option, compensation for Special Education student overloads may be selected in lieu of three (3) hours of classified assistance. Five (5) or more Special Education students equals the compensation at the +1-overload cell.

When an elementary level, **general** 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 3-hour para for +1 to +3 overload students and receive overload compensation due to reaching +4 overload student. Such compensation will be equal to the beginning level compensation cell.

*If 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.

No transfer of students to other schools.

Elementary Class Size Overload Chart

(Effective September 2025)

Grades K-2						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
23	24	25	Reconsider	26	27	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grades 3-4						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
25	26	27	Reconsider	28	29	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grade 5						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
30	31	32	Reconsider	33	34	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

- Chart based upon 4.5 hours of instructional day
- At the regular education teacher's option, compensation for Special Education student overloads may be selected in lieu of three (3) hours of classified assistance. Five (5) or more Special Education students equals the compensation at the +1-overload cell.

When an elementary level, **general** 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 3-hour para for +1 to +3 overload students and receive overload compensation due to reaching +4 overload student. Such compensation will be equal to the beginning level compensation cell.

*If 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.

No transfer of students to other schools.

Elementary Class Size Overload Chart

(Effective September 2026)

Grades K-2						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
23	24	25	Reconsider	26	27	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grades 3-4						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
27	28	29	Reconsider	30	31	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

Grade 5						
+1 overload	+2 overload	+3 overload	Reconsider	+4 overload	+5 overload	And continuing for each additional added student: no limit
28	29	30	Reconsider	31	32	
$22.5/day	$45/day	$67.5/day	Reconsider	$90/day	$112.5/day	+$22.5 per each additional student beyond 27: no limit

- Chart based upon 4.5 hours of instructional day
- At the regular education teacher's option, compensation for Special Education student overloads may be selected in lieu of three (3) hours of classified assistance. Five (5) or more Special Education students equals the compensation at the +1-overload cell.

When an elementary level, **general** 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 3-hour para for +1 to +3 overload students and receive overload compensation due to reaching +4 overload student. Such compensation will be equal to the beginning level compensation cell.

*If 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.

No transfer of students to other schools.

Appendix I: School Calendars (Draft):

AUBURN SCHOOL DISTRICT | 2025-2026 CALENDAR

Key

- First/Last Day of School
- No School – All Grades
- District Closed
- PLC 1 hr. Late Start Mondays
- Late Start 1 hr. Mondays (Ind Det)
- Snow Make Up Day(s) if needed
- Late Start or Early Dismissal

September (20 days)

1 Labor Day
2 Cert Staff Ind. Day
3 First Day of School

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October (23 days)

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November (17 days)

4-6 Middle School Conferences (3 hr late start MS only)
11 Veterans Day
12-14 High School Conferences (3 hr late start HS only)
14 Elementary Grading Day (no school for elementary/non-workday for certs)
18-21 Elementary conferences (3 hr
26 early dismissal; elementary only)
Early Release (all grades)
27-28 Thanksgiving Holiday

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14#	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December (15 days)

22 Begin Winter Break
24-25 Christmas Eve/Day Holiday
31 New Year's Eve Holiday

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January (19 days)

1 New Year's Day Holiday
5 Return from Winter Break
19 Martin Luther King Day
26 Secondary Grading Day (no school for secondary /non-workday for certs)

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26#	27	28	29	30	31

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February (15 days)

16 Presidents' Day
17-20 Mid-Winter Break

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March (22 days)

APRIL 2026						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April (17 days)

6-10 Spring Break

End Qtr 3 – Apr 5

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May (20 days)

25 Memorial Day

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June (12 days)

16 Last Day of School (early dismissal)
17 Snow Make Up Day (if needed)
18 Snow Make Up Day (if needed)
19 Juneteenth

JULY 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July – No School

3 Independence Day

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AUBURN SCHOOL DISTRICT | 2026-2027 CALENDAR

Key

- First/Last Day of School
- No School – All Grades
- District Closed
- PLC 1 hr. Late Start Mondays
- Late Start 1 hr. Mondays (Ind Det)
- Snow Make Up Day(s) if needed
- Late Start or Early Dismissal

September (16 days)

7 Labor Day
8 Cert Staff Ind. Day
9 First Day of School

AUG/SEPTEMBER 2026						
S	M	T	W	Th	F	S
30	31	1	2	3	4	5
6	~~7~~	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October (22 days)

OCTOBER 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November (17 days)

3-5 Middle School Conferences (3 hr late start MS only)
11 Veterans Day
10-13 High School Conferences (3 hr late start HS only)
13 Elementary Grading Day (no school for elementary/non-workday for certs)
17-20 Elementary conferences (3 hr
25 early dismissal; elementary only)
Early Release (all grades)
26-27 Thanksgiving Holiday

NOVEMBER 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	~~11~~	12	13#	14
15	16	17	18	19	20	21
22	23	24	25	~~26~~	~~27~~	28
29	30					

December (14 days)

21 Begin Winter Break
24-25 Christmas Eve/Day Holiday
31 New Year's Eve Holiday

DECEMBER 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	~~24~~	~~25~~	26
27	28	29	30	~~31~~		

January (19 days)

1 New Year's Day Holiday
4 Return from Winter Break
18 Martin Luther King Day
25 Secondary Grading Day (no school for secondary/non-workday for certs)

JANUARY 2027						
S	M	T	W	Th	F	S
					~~1~~	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	~~18~~	19	20	21	22	23
24	25#	26	27	28	29	30
31						

FEBRUARY 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	~~15~~	16	17	18	19	20
21	22	23	24	25	26	27
28						

February (15 days)

15 Presidents' Day
16-19 Mid-Winter Break

MARCH 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March (23 days)

End Tri 2 – Mar

APRIL 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April (17 days)

5-9 Spring Break

MAY 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	~~31~~					

May (20 days)

31 Memorial Day

JUNE 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	~~18~~	19
20	21	22	23	24	25	26
27	28	29	30			

June (15 days)

18 Juneteenth (observed)
22 Last Day of School (early dismissal)
23 Snow Make Up Day (if needed)
24 Snow Make Up Day (if needed)

JULY 2027						
S	M	T	W	Th	F	S
				1	2	3
4	~~5~~	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July – No School

5 Independence Day (observed)

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AUBURN SCHOOL DISTRICT | 2027-2028 CALENDAR

Key

- First/Last Day of School
- No School – All Grades
- District Closed
- PLC 1 hr. Late Start Mondays
- Late Start 1 hr. Mondays (Ind Det)
- Snow Make Up Day(s) if needed
- Late Start or Early Dismissal

September (17 days)

6 Labor Day
7 Cert Staff Ind. Day
8 First Day of School

AUG/SEPTEMBER 2027

S	M	T	W	Th	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October (21 days)

OCTOBER 2027

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November (19 days)

2-4 Middle School Conferences (3 hr late start MS only)
8-10 High School Conferences (3 hr late start HS only)
11 Veteran's Day
12 Elementary Grading Day (no school for elementary/non-workday for certs)
16-19 Elementary conferences (3 hr early dismissal; elementary only)
24 Early Release (all grades)
25-26 Thanksgiving Holiday

NOVEMBER 2027

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12#	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December (13 days)

20 Begin Winter Break
23&24 Christmas Eve/Day Holiday
30&31 New Year's Eve/Day Holiday

DECEMBER 2027

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January (20 days)

3 Return from Winter Break
17 Martin Luther King Day
31 Secondary Grading Day

JANUARY 2028

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31#					

FEBRUARY 2028

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

February (16 days)

21 Presidents' Day
21-25 Mid-Winter Break

MARCH 2028

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March (23 days)

End Tri 2 – Mar

APRIL 2028

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April (15 days)

10-14 Spring Break

MAY 2028

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May (22 days)

29 Memorial Day

JUNE 2028

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June (14 days)

19 Juneteenth
21 Last Day of School (early dismissal)
22 Snow Make Up Day (if needed)
23 Snow Make Up Day (if needed)

JULY 2028

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July – No School

4 Independence Day

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Appendix J: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 employer's business and the performance that the employer might properly expect of the employee
  - Investigation
    - Did the employer, before administering the discipline to an employee. Try 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 employee's proven offense and the record of the employee in his service with the employer?

Employee Assistance Program (EAP)

Provided by ComPsych

ComPsych® GuidanceResources® is a comprehensive program which provides confidential counseling, expert guidance and valuable resources to help you and your household members handle life's challenges. These services are provided at no charge and include:

- Confidential emotional support assistance.
  - Available 24 hours a day, 7 days a week
  - Three free visits per issue per year, offered telephonically, online video, online chat or in person.
  - Please call: 888-270-8967
- Unlimited legal guidance with ComPsych staff attorneys.
  - If you require representation, ComPsych can help refer you to a qualified attorney for a free 30-minute consultation and a 25% reduction in customary legal fees.
- Unlimited financial guidance with ComPsych staff financial professionals.
- Lifestyle support to help with customized resources and referrals for life events such as:
  - Moving, pet care, college planning, home repair, buying/selling a house.
- Online resources and services including counseling, podcasts, videos, on-demand trainings, self-assessments and more.
  - www.guidanceresources.com Register an account by creating a
  - user ID/Password with WEB ID:
    ASDEAP
  - Mobile App Option:
    ComPsych® GuidanceNow℠ Mobi
    le App

Appendix L: Kindergarten Assessment MOU

MEMORANDUM OF UNDERSTANDING

Date: **August 2024**

To: **Jon Young**
Assistant Superintendent of Human Resources, Auburn School District

From: Elaine Hogg
President, Auburn Education Association

Subject: **Transitional Kindergarten (TK) and** Kindergarten Assessment

Up to five (5) employees are guaranteed access to TK and Kindergarten assessment on any given day. TK and Kindergarten assessment will not be used to extend holidays, breaks, or personal leave.

Appendix M: School Social Workers LOA

Letter of Agreement

Between Auburn Education Association and Auburn School District No. 408

The Auburn Education Association and The Auburn School District agree to the following language additions as it relates to School Social Workers.

1. SSW will be placed on SAM according to the number of years' experience as a social worker regardless of whether that experience was in a school/hospital/clinical setting (or other).

2. Caseload/Workload Assignments

By June 15, the Assistant Superintendent of Student Engagement Services or designee will meet/communicate with SSWs to review caseloads/buildings for the upcoming school year.

Caseload will be defined as the number of students the SSW-Generalist or Specialist provides direct services to per month. This does not include the number of times services are provided. (ex: SSW sees Student A 10 times and calls home 4 times in a month. Student A counts as 1 on caseload). Supervisor may review caseload regularly with SSW.

Direct services will be defined as any form of contact or communication with students and/families/outside services or meetings regarding students per month.

The District will provide appropriate technology to be used by SSW for caseload tracking data. The technology used will be agreed upon by the District and SSWs. Data will be submitted to the Assistant Superintendent of Student Engagement Services or designee, monthly.

SSW-Generalists shall be available to support 1:250 students. When an SSW-Generalist exceeds 250 students per month they shall receive overload compensation as outlined below. Prior to accepting overload referrals or assignments, additional assignments must be approved by the Assistant Superintendent of Student Engagement or designee.

251-300 students	$36 day
301-350 students	$54 day
351-400 students	$75 day
401+ students	1.0 FTE SSW-Generalist will be hired

SSW-Specialists shall be available to support a caseload of 1:25 students. When an SSW-Specialist exceeds 25 students per month they shall receive overload compensation as outlined below. Prior to accepting overload referrals or assignments, additional assignments must be approved by the Assistant Superintendent of Student Engagement or designee. If a Pathways SSW is providing related services on the IEP, each student with related services will count toward monthly caseload numbers.

26-27 students	$18 day
28-29 students	$36 day
30 students	$54 day
31+ students	1.0 FTE SSW-Specialist will be hired

3. SSW Extended Days

SSWs will receive three (3) extended day contracts at the individual's daily rate of pay.

4. Case Study/IEP meetings

SSW who are directed by their supervisor to participate in case study/IEP meetings outside of WAC time will be compensated at their professional rate of pay.

5. SSW Program/PD Conflicts

When there are beginning of the year program demands that conflict with scheduled professional development that does not apply to the SSW employee's professional responsibilities, the employee, in consultation with their supervisor, may flex their work schedule to address program demands.

6. Work Relief Days

SSW will receive an additional two (2) work relief days over and above the standard two (2) a year per 1.0 FTE.

7. Supply Budget

Each SSW will have a yearly budget of $250 for the purchase of educational materials at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.

8. Stipend

All SSWs who maintain a National renewable certification for their professional role may submit to receive an annual stipend of $2,500 to be paid (one) 1 time annually. The stipend will be pro-rated for employees that have an FTE of .5 or lower. SSWs will submit a Stipend form along with proof of certification to Human Resources.

The annual stipend will not be awarded if the SSW holds a valid National Board Certificate.

9. Supervision of Field Hours

SSW will be reimbursed up to $2,000 per year for the purpose of field supervision costs for pathway to licensure.

10. Tuition Reimbursement

SSWs will be able to accrue tuition reimbursement from year-to-year, not to exceed $1,500.

SSWs will be able to use tuition reimbursement for the purpose of DOH licensing requirements.

11. Medicaid billing

LICSW that generate Title 19 Ad Match reimbursement funds will receive no less than 10% of the total amount reimbursed by their group. SSWs will meet annually with the Assistant Superintendent of Student Engagement Services to determine how their portion of the funds will be distributed and used. To be eligible for receipt of additional funds LICSW will maintain the required state licensure and complete monthly billing requirements, to be reviewed annually with SES administration.

12. Assessments

If SSWs are assigned by their supervisor to complete lengthy (2 hours or more) assessments such as Child and Adolescent Needs and Strengths (CANS) for use as part of a special education evaluation or IEP team data, the SWW will be paid two (2) hours at their professional rate of pay.

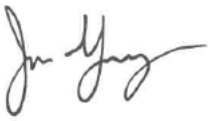
13. Evaluation of SSW

SWW will be evaluated yearly following the parameters in the CBA under "Minimum Criteria for the Evaluation of Certificated Support Personnel" including the agreements around short/long form and PGO. Evaluators must be knowledgeable in the unique role of School Social Workers.

14. Workspace

After receiving a schedule from the SSW for when they will be on site, District building administrators will identify a consistent, confidential, and non-shared workspace for the days the SSW will be on site by Sept.15. The workspace will be communicated to the Assistant Superintendent of Student Engagement Services or designee, the AEA President, as well as the employee. Any changes to the workspace schedule should be communicated to the employee at least 24 hours in advance. Should the employee need to change the schedule of when they will be on site, they will provide 24-hour notice to the building administrator

15. Stipends and salary placement provisions agreed upon by the Association and the District will be retroactive to Sept. 6, 2023. All other provisions of this agreement will commence for the 2024-25 contract year. The AEA and ASD teams will meet in May 2025 to discuss and review the LOA in order to make adjustments.



Elaine Hogg, President
Auburn Education Association

Jon Young
Assistant Superintendent of Human Resources

Date 4-5-24

Appendix N: BCBA LOA

Between the Auburn School District and the Auburn Education Association

Placement on SAM
BCBAs will be placed on SAM according to the number of years' experience as a BCBA regardless of whether that experience was in a school/hospital/clinical setting (or other).

Caseload/Workload Assignments
Caseload will be defined as the number of students the BCBA provides comprehensive services (including cases in which a BCBA is participating in the development of an FBA and interventions which may be delivered by RBT). Supervisor may review caseload regularly with BCBA.

BCBAs will have a caseload of 9 students. It is understood that caseloads will fluctuate.

If a BCBA is assigned additional students by SSS, the BCBA will be entitled to the following compensation:

Two (2) hours of the individual's professional rate of pay for each student above 9 per month.

At 10 or more students, a BCBA-initiated meeting date will be offered within 2 weeks, with the Executive Director of Student Special Services to discuss the appropriate remedy for overload which could include:

- Release time
- Supply money
- Additional classified assistance
- Additional certificated staff

If agreement cannot be reached, the BCBA may appeal to the Association President and Asst Superintendent of Human Resources to uphold or provide an alternate remedy.

Upon request, SSS will provide an update to the LMT regarding requests for BCBA services.

BCBAs and SSS administration will meet to review and inform how BCBA services are documented on IEPs prior to June 15, 2024.

Team Lead
The team lead structure will apply to BCBA team. Every three years lead positions will be posted for any interested staff member in the category to apply. Lead BCBA will receive an extended day contract for 5 days at the individual daily rate of pay.

Case Study/IEP meetings
BCBAs who are directed by their supervisor to participate in case study/IEP meetings outside of WAC time will be compensated at their professional rate of pay.

Work Relief Days
Each BCBA will receive an additional two (2) work relief days over and above the standard two (2) a year per 1.0 FTE.

Supply Budget
Each BCBA will have a yearly budget of $250 for the purchase of educational materials at the employee's discretion. Yearly supply budgets will be pro-rated based on FTE.

Stipend
All BCBAs who maintain a National renewable certification for their professional role may submit to receive an annual stipend of $2,500 to be paid (one) 1 time annually. The stipend will be pro-rated for employees that have an FTE of .5 or lower. BCBAs will submit a Stipend form along with proof of certification to Human Resources.

The annual stipend will not be awarded if the BCBA holds a valid National Board Certificate.

Tuition Reimbursement
Each BCBA will be able to accrue tuition reimbursement from year-to-year, not to exceed $1,500.

Collaboration
Each BCBA shall schedule student/meeting free time to collaborate with RBTs they supervise, to discuss student needs and planning of services. This time will be determined by the BCBA and RBT.

BCBA Program/PD Conflicts
When there are beginning of the year program demands that conflict with scheduled professional development that does not apply to the BCBA employee's professional responsibilities, the employee, in consultation with their supervisor, may flex their work schedule to address program demands.

Evaluation of BCBA
BCBAs will be evaluated yearly following the parameters in the CBA under "Minimum Criteria for the Evaluation of Certificated Support Personnel" including the agreements around short/long form and PGO. Evaluators must be knowledgeable in the unique role of Board-Certified Behavior Analysts.

Workspace
BCBAs shall have an assigned workspace in the Department of Student Special Services.

Stipends and salary placement provisions agreed upon by the Association and the District will be retroactive to Sept. 6, 2023. All other provisions of this agreement will commence for the 2024-25 contract year. The AEA and ASD teams will meet in May 2025 to discuss and review the LOA in order to make adjustments.

Agreed to this 1st day of May, 2024.

FOR THE ASSOCIATION:

Elaine Hogg,
President – AEA

Signed this 6th day of May, 2024.

FOR THE DISTRICT:

Jon Young
Assistant Superintendent – Human Resources

Appendix O: Teacher Residents LOA

The Auburn Education Association and The Auburn School District are committed to supporting current employees in achieving a special education teaching certificate through a teacher residency program. To accomplish this goal, the parties agree to the following:

1. **Work year:** Teacher Resident employees will work the same workday and work year as other certificated staff. Some of these workdays may be off-site for required WEA training.

2. **Compensation:** Teacher Resident employees shall be paid a stipend of $40,000 per year spread over 12 months.

3. **Substitute day rotation**: Teacher Resident employees will cover open vacancies (regular substitute day position rotation) one-day maximum per week on Fridays, prioritizing first, current building assignment vacancies and second, vacancies in special education in the vicinity of the assigned building.

   a. **Teacher Resident as subsite for mentor:** Every effort shall be made to place a substitute in the event of an absence of a Mentor teacher. Should the Mentor's absence go unfilled, the Teacher Resident will be utilized as the substitute, but will count as their one-day weekly maximum.

4. **Technology:** Teacher Residents will be issued a District device and District email address to accomplish their responsibilities.

5. **Leave Benefits:** Teacher Residents will be provided with the same amount of emergency/illness and personal leave as provide in the AEA CBA.

6. **Health Insurance Benefits:** Teacher Resident employees will meet the eligibility required for health insurance through SEBB.

7. **Conditional Job Offer:** Upon successful completion of the teacher residency program, a job within the Auburn School District will be offered for the 2025-26, as follows:

   a. Special education teacher; or
   b. Certificated substitute position paid at the 2025-26 substitute daily compensation rate.
   c. Long-term certificated substitute position with placement on the salary schedule and all other terms of the collectives bargaining agreement.

Clock hours earned during the WEA Teacher Residency program will count toward salary placement on the AEA Salary Allocation Model for initial salary placement.

Should the residency teacher decline the special education or substitute position offered by the District, then no further offers or conditions are required of either party.

8. **Local Supports**: The District and Association will provide access to any professional development offered to certificated staff within the District.

Elaine Hogg, President
Auburn Education Association

Jon Young, Assistant Superintendent HR
Auburn School District

Date May 29, 2024

Appendix P: Individual Choice SIP Form

Date: _____

School: _____

Employee: _____

1. School SIP target

_____
_____
_____
_____
_____
_____
_____

2. Teacher's plan to achieve SIP goal

_____
_____
_____
_____
_____
_____
_____

3. Description of plan outcome

_____
_____
_____
_____
_____
_____
_____

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

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Appendix Q: 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:

_____

_____

_____

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:

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.