

AGENDA FOR BOARD OF DIRECTORS
AUBURN SCHOOL DISTRICT NO. 408
Monday, July 11, 2011

- I. TIME AND PLACE
 - 1. 7 p.m. at the James P. Fugate Administration Building
- II. ROLL CALL
 - 1. Roll call of board members
- III. PLEDGE OF ALLEGIANCE
- IV. AUDIENCE PARTICIPATION
 - 1. Written communications
 - 2. Scheduled communications
 - 3. Unscheduled communications
 - 4. Community groups and organizations
- V. LEGISLATIVE UPDATE
- VI. SCHOOL PROGRAMS AND STUDENT ACHIEVEMENT
 - 1. State Board Waiver application and Resolution No. 1142
- VII. PERSONNEL
 - 1. Certificated and classified personnel report
- VIII. BUILDING PROGRAM
 - 1. Pool and stadium improvements project
- IX. FINANCE
 - 1. Vouchers
- X. DIRECTORS
 - 1. Approval of minutes
 - 2. Second reading of policies
 - 3. Workshop
 - 4. Special board meeting
 - 5. Discussion
 - 6. Executive session

LEGISLATIVE UPDATE

The board will discuss legislative items.

SCHOOL PROGRAMS AND STUDENT ACHIEVEMENT

1. State Board Waiver Application and Resolution No. 1142

Rodney Luke, assistant superintendent K-12 learning and technology, will present Board Resolution 1142-Waiver from Minimum 180-day School Year Requirement and application plan for a waiver from the minimum 180-day school requirement.

Recommendation:

That the board approve Resolution No. 1142-Waiver from Minimum 180-day School Year requirement and application for submittal to the State Board of Education.

AUBURN SCHOOL DISTRICT NO. 408 KING COUNTY, WASHINGTON

RESOLUTION NO. 1142

WAIVER FROM MINIMUM 180-DAY SCHOOL YEAR REQUIREMENT

WHEREAS, the Board of Directors of the Auburn School District No. 408 passed resolution 1127 on May 10, 2010, requesting a renewal of the waiver from the minimum 180-day for the 2010-2011 school year; and

WHEREAS, the Washington State Board of Education has recognized the importance of and has established waivers for restructuring purposes (WAC 180-18-030-050); and

WHEREAS, the purposes and goals of the previous waiver were met; and

WHEREAS, the Board of Directors of the Auburn School District has developed a three-year District Strategic Improvement Plan as a result of participation in the OSPI District Improvement Program to address student academic achievement through restructuring initiatives, fully revised school improvement plans and data accountability; and

WHEREAS, the Board of Directors assures the Auburn School District will meet Total Instructional Hour Offering (RCW 28A.150.220/WAC 180-16-200) – Kindergarten offering of 450 hours. Grades 1-12 offering of a district-wide annual average of 1,000 hours linked to the Essential Academic Learning Requirements and other district-determined subjects/activities (not tied to grade spans)

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Auburn School District No. 408 hereby requests a renewal of the five-day waiver from the minimum 180-day school year requirement under RCW 28A.150.220 and WAC 180-16- 215 for students pre-kindergarten through grade twelve for the 2011-2012 school year.

Adopted at a regular open public meeting of the Board of Directors held on July 11, 2011, the following Directors being present and voting therefore:

AUBURN SCHOOL DISTRICT NO. 408

Secretary, Board of Directors

Application for Waiver from the Minimum One Hundred Eighty-day School Year Requirement of the Basic Education Program Requirements

The State Board of Education's authority to grant waivers from the basic education program requirement is RCW 28A.305.140 and RCW 28A.655.180 (1). The rules that govern requests for waivers are in WAC 180-18-030, WAC 180-18-040, and WAC 180-18-050.

The State Board of Education respects the value of teacher and student contact time. Waivers are exceptions from basic education program requirements in that they provide “exceptional opportunities” for districts and schools to be innovative in enhancing the educational program for all students while meeting the challenges of their school calendars.

Directions:

Waiver requests must use the Waiver Application Form and must be submitted electronically to the State Board of Education at least fifty days prior to the SBE meeting where consideration of the waiver will occur. Districts or schools are responsible for finding out when the State Board of Education meetings are held. The Board's meeting schedule is posted on its website <http://www.sbe.wa.gov> or may be obtained by contacting the Board by calling 360.725.6029 or emailing to sbe@k12.wa.us.

The application must be accompanied by a resolution adopted and signed by the district board of directors requesting the waiver. The **resolution shall identify:**

- The basic education requirements for which the waiver is requested;
- The school years for which the waiver is requested;
- The number of days each school year for which the waiver is requested;
- How the waiver will support increasing student achievement; and
- Assurance that the district will meet the annual average 1,000 hours of instructional hour offerings (RCW 28A.150.220 and WAC 180-16-215).

Complete this application form and submit it with the Board resolution and supporting documents to (electronic submission through email is preferred):

Sarah Rich
The Washington State Board of Education
P.O. Box 47206
Olympia, WA 98504-7206
360-725-6025; Fax 360-586-2357
sarah.rich@k12.wa.us

Part A: For all new and renewal applications:

(Please include as much detail as possible. The spaces provided below each question for answers will expand as you type or paste text).

<i>1. School District Information</i>	
District	Auburn School District #408
Superintendent	Dr. Dennis "Kip" Herren
County	King County
Phone	253-931-4917
Mailing Address	James P. Fugate Administration Center Auburn School District #408 915 Fourth Street NE Auburn, WA 98002

<i>2. Contact Person Information</i>	
Name	Rod Luke
Title	Assistant Superintendent
Phone	253-931-4903
Email	rluke@auburn.wednet.edu

<i>3. Application type:</i>	
New Application or Renewal Application	Renewal Application

<i>4. Is the request for all schools in the district?</i>	
Yes or No	YES
If no, then which schools or grades is the request for?	

<i>5. How many days are being requested to be waived and for which school years?</i>	
Number of Days	Five Days
School Years	2011-2012

<i>6. Will the waiver days result in a school calendar with fewer half-days?</i>	
Number of half-days before any reduction	Two Half Days
Reduction	None
Remaining number of half days in calendar	Two Half Days

<i>7. Will the district be able to meet the required annual instructional hour offerings (RCW 28A.150.220 and WAC 180-16-215) for the school years for which the waiver is requested?</i>	
Yes or No	Yes

8. What are the purpose and goals of the waiver?

The district, schools, departments and individual teachers need time with the 180 day school year to continue restructuring initiatives and implement fully-revised school improvement plans in accordance with and alignment to the 2009-2012 District Strategic Improvement Plan. The district strategic plan sets the expectation and the accountability to assure that each student, regardless of ethnicity, language, disability, or income level, achieves. Strategies incorporated into the district improvement plan represent research-based practices that provide appropriate interventions and extended learning opportunities so each student will achieve or exceed standards, graduate on time, and are successful beyond high school.

In August 2008, the Auburn School Board of Directors authorized a three-year District Strategic Improvement Plan be completed. A committee consisting of district improvement consultants, parents, community members, teachers, and administrators was commissioned and a three-year plan to improve student achievement throughout the district was completed in March 2009. On April 13, 2009 the Auburn school board of directors adopted and approved the 2009-2012 Auburn School District Strategic Improvement Plan for implementation September 2009 – August 31, 2012. The plan requires all twenty-two Auburn schools fully revise and align their improvement plans, resources and efforts to the four goals of the District Strategic Improvement Plan. The 2009-2012 district strategic improvement plan can be accessed from our district website at: <http://www.auburn.wednet.edu/Superintendent/DistStratPlan.html>

Goal One—Student Achievement

With district support, leadership and guidance, each student will achieve proficiency in the Washington Comprehensive Assessment Program (WCAP) and all schools will meet Adequate Yearly Progress (AYP) by meeting or exceeding the Washington State uniform bar in reading and mathematics in grades 3-8 and 10. *(Superintendent's - Student Achievement and Accountability Goal 1. Superintendent continues the implementation of the District Strategic Improvement Plan for the operation of the professional learning communities; standards-based learning; common assessments; interventions; and continuous improvement for students at or beyond standards in reading, writing and math with an overall 10 percent decrease in at-risk performance and an overall 10 percent increase in on-target performance. Closure of the achievement gap is a central element of this goal.)*

Goal Two—Dropout Rate and On-time Graduation

Schools will reduce dropout rates and meet additional AYP indicators as determined by a K-8 attendance and on-time high school graduation rates. *(Superintendent's - Student Achievement and Accountability Goal 2. High school completion of credits will increase by 10 percent.)*

Goal Three—Parents/Guardians and Community Partnerships

The district and schools will continue to develop partnerships to support student academic achievement and success. *(Superintendent's - Community Relationships and Partnerships Goal 1. Superintendent engages the community by expanding partnerships, enhancing cultural competency, improving systems of communication, and increasing parent participation in all aspects of student achievement and support.)*

Goal Four—Policies and Resource Management

The district will focus on improving student academic achievement and narrowing the achievement gaps in its policy and resource allocation. *(Superintendent's - Policy and Guidance Goal 2. Superintendent maintains sound budgetary practices that address eminent fiscal challenges and provides a 3-5 percent ending fund balance. The district will effectively generate and align resources to support the district and school improvement plans.)*

The district strategic improvement plan provides for a systemic assessment system to monitor academic progress and produce diagnostic data for teachers to use in the classroom and within their professional learning communities (PLCs). The district strategic improvement plan calls for deep alignment of instruction to standards. Aligning classroom instruction to standards requires more opportunities for teachers to articulate instruction and to collaborate through professional learning communities. This will result in increased personalization for student learners, refined curricula and effective instructional strategies, greater differentiation for individual learners and increased use of diagnostic assessment that guides instruction. Statistically, only 30% of students in the fifth grade will remain in the Auburn School District when they reach the 12th grade. This substantial mobility factor requires that the district restructure a system that effectively addresses the challenges of mobility in conjunction with high standards. The district strategic improvement plan stresses the importance of parent and community involvement. The need for restructured delivery models to effectively communicate with ELL families is significant. Waiver days are also needed to increase parent and community partnerships for students who come from families of poverty. Fifty-eight (58%) percent of the district's elementary student body qualify for free and reduced lunch.

The Auburn School District strategic plan for closing the achievement gap includes a focus on math and science; improvement in literacy; classroom based assessments (CBA/CBPA) in social studies, health, P.E. and the arts; development of instructional models that address student mobility; and the use of technology for differentiated instruction and assessment of student achievement. Waiver days will be utilized in these targeted areas for restructuring.

The implementation of school math and literacy improvement plans is paramount. The Auburn School District targets the alignment and delivery of mathematics between the sixth and tenth grade as critical for addressing the achievement of students to the high standards of mathematics. A new mathematics program and instructional resources for Middle School grade 6, 7, and 8 core instruction and high school Algebra 1, Geometry, and Algebra 2 have been adopted for implementation in the fall of 2011. Math and reading intervention models are being developed to address the challenges of mobility and our low-income demographics.

A different system of delivering math instruction is warranted to address our students with mathematical learning needs. The scope and sequence of the traditional mathematics model for college eligibility needs to be supported by a system of mathematical learning that aligns more intensely with the new mathematics standards and addresses the episodic learning needs of a transitory, low-income demographic. Currently, time is needed to implement the goals and strategies of individual school improvement plans into every classroom culture.

The Auburn School District has successfully piloted OSPI literacy intervention models in elementary and mid-level schools. These models focused on literacy to result in significant gains, and close achievement gaps. Waiver days are needed for the development of math intervention models across grade levels, particularly at the district's secondary level.

The development of delivery models to address the learning needs of our diverse and low-income populations is significant in the district's strategic improvement plan. Teachers need time to develop classroom systems that utilize effective assessment and provide individual student information to guide diagnostic instruction aligned to individual student performance and standards. Cultural competency and ELL accommodations are central elements for the implementation of differentiated instruction at the classroom level.

The use of technology for the purpose of improving instruction, assessment of student achievement, and parent communication is important in the individualization of student learning and partnerships with parents. Teachers need time to hone their skills in the utilization of technology in its application for both instruction and assessment of student learning. Additionally, technology has great potential for the development of individualized learning plans for student performance and frequent communication with parents on student progress toward achievement of standards.

9. What is the student achievement data motivating the purpose and goals of the waiver?

First and foremost the Auburn School District is a district in improvement status.

The 2009-2012 District Strategic Improvement Plan Committee conducted an extensive study of both student performance data and school perceptual data. For the school years, 2005-2006; 2006-2007; and 2007-2008 the committee reviewed State assessment results, discipline records, student and staff demographics, on-time graduation rates, extended graduation rates, and the drop-out rates for the Auburn School District. Additionally, school perceptual survey data aligned to the Nine Characteristics of High Performing Schools was collected from thousands of district staff, students, parents and community members. The Center for Educational Effectiveness in Redmond, WA conducted and tabulated the perceptual survey results for the district and each of our twenty-two schools. The extensive survey results were correlated to the Nine Characteristics of High Performing Schools. Data from student assessments and the school and district perceptual surveys was triangulated to develop a clear picture of the overall performance of the district. Although the perceptual survey results portrayed our schools favorably, the district strategic improvement plan committee was concerned with overall student academic performance levels, the widening achievement gaps, and our schools currently in steps of improvement status. Therefore, the District Strategic Improvement Plan was developed to focus our district and schools to become a high-achieving culture where each student meets or exceed standards of learning.

Links to the results of the 2008 and 2010 staff, parent, and student surveys conducted and tabulated by the Center for Educational Effectiveness for the Auburn School District can be accessed from our district website at: <http://www.auburn.wednet.edu/Academics/EducEffectPercSurvey.html>

The district strategic improvement plan committee will reconvene during the 2011-2012 school year to review progress and recalibrate the strategic plan for continued implementation during the 2012-2015 school years.

10. Describe the measures and standards used to determine success and identification of expected benchmarks and results.

The 2009-2012 District Strategic Plan requires district-wide progress monitoring of our students in early literacy skills, reading, and mathematics. Beginning with the 2009-2010 school year the DIBELS assessment is required for all students in grades K-5 and the MAP assessments in reading and mathematics are required for all grade 3, 4, 5, 6, 7, 8 and 9 students. The 2009-2010 school year was our district's benchmarking year for these assessments. Previous to the 2009-2010 school year these assessments were not used with fidelity at the identified grade levels. They are now a district requirement.

DIBELS - The *Dynamic Indicators of Basic Early Literacy Skills* (DIBELS) is a set of procedures and measures for assessing the acquisition of early literacy skills from kindergarten through sixth grade. DIBELS is designed as one-minute long fluency (the ability to read text accurately and quickly) measures used to regularly monitor the development of early literacy and early reading skills. The DIBELS measures were designed to assess the big Ideas of early literacy:

Phonological Awareness, Alphabetic Principle and Phonics, Accuracy and Fluency with Connected Text, Vocabulary and Oral Language, and Comprehension. Combined, these measures form an assessment system of early literacy development that allows teachers to readily and reliably determine student progress. <https://dibels.uoregon.edu/>

MAP - The Northwest Evaluation Association (NWEA) Measurement of Academic Progress (MAP) assessments are computerized adaptive assessments that provide accurate and useful information about student achievement and growth. The assessments are aligned to the State of Washington's content standards and can be used as an indicator of preparedness for the State assessments. The assessments are grade independent, allowing educators to monitor a student's academic growth. Auburn School District educators use MAP growth and achievement results to develop targeted instructional strategies and to plan school improvement initiatives. Each fall, winter and spring, all third, fifth, sixth, seventh, eighth and ninth grade students are assessed using MAP in the content areas of mathematics and reading. MAP reports score as norm-referenced, achievement and growth, providing perspective on an individual student's learning. <http://www.nwea.org/>

NWEA has aligned their End of Course Exams for Algebra and Geometry with the Washington State End of Course Assessments. Auburn School District is implementing NWEA End of Course Assessments during the spring of 2012.

Data from our DIBELS and MAP assessment results is organized as meaningful information and reported in a dashboard format. The dashboards are organized as individual school and district-wide dashboards. The dashboards are disaggregated by grade level and student demographics. To assure district and school level accountability to these required assessments the district-wide results of the DIBELS and MAP assessments are presented and interpreted for the school board (following the fall, winter, and spring assessment windows) during regular scheduled school board meetings. The district-wide results are posted to our district website to inform parents and community members. Individual school and student level results are presented to the principals during their principal cadre meetings. Teachers have access to their student assessment results via the DIBELS and NWEA websites. District DIBELS and MAP dashboards are accessible on our district website.

DIBELS <http://www.auburn.wednet.edu/Academics/DIBELS.html>

MAPs <http://www.auburn.wednet.edu/Academics/MAP.html>

11. Describe the evidence the district and/or schools will collect to show whether the goals were attained.

The expectation of the school board and district is that each student will achieve proficiency in the Washington Comprehensive Assessment Program (WCAP) and all schools will meet adequate yearly progress by meeting or exceeding the Washington State uniform bar in reading and mathematics in grades 3 through 8 and 10. In order to accomplish this goal, both formative and summative assessment data will be vital to monitor student progress and indicate attainment of learning goals throughout the school year. A variety of local assessment tools are needed to appropriately gauge learning and provide assurance that gains have been realized. Common formative assessments for all content areas are being developed by the schools to monitor student learning progress. The 2009-2012 district strategic improvement plan provides support for schools to develop the assessment tools for monitoring and adjusting classroom instruction and to assess student attainment of identified standards. Beginning with the 2009-2010 school year, the Auburn School Board is presented with quarterly updates reporting student academic achievement district-wide. The Dynamic Indicator of Basic Early Literacy Skills (DIBELS) is being used to indicate progress in reading fluency for kindergarten through

grade five students. Progress in mathematics and reading at grades three, four, six, seven, eight, and nine is monitored using Northwest Evaluation Association's Measurement of Academic Progress (MAP) assessments. Attainment of high school credit earned toward graduation for ninth and ten grade students is reported at each semester as are enrollments in Advanced Career and Technical Education, Honors, and Advanced Placement courses. High School Dropout, on-time graduation, and extended graduation rates are closely monitored as evidence.

12. Describe the content and process of the strategies to be used to meet the goals of the waiver.

The 2009-2012 Auburn School District Strategic Improvement Plan provides the framework through which the district will support our schools in ensuring the academic success of each student. The district strategic improvement plan signaled the start of a collaborative process that links the vision and goals set forth by the district with the revised school improvement plans developed by each of our twenty-two schools.

The process emphasizes continuous improvement that engages all stakeholders in the quest to improve learning for all students. The district defines the "what," or destination, and the schools determine the "how," or the best approach to get there. This is a shared commitment to accountability based on collaborative structures to improve learning for each student. The framework of the district plan supports student achievement through the formation of professional learning communities. A professional learning community supports a culture of collaboration, mutual trust, openness to improve, disciplined inquiry and nurturing leadership. The district plan includes strategies to support teams within buildings; relationships between and among schools; and a culture between schools, the school district, parents/guardians and community, which is characterized by trust and mutual respect.

The district plan sets the expectation that each student—regardless of ethnicity, language, and disability or income level—can achieve high standards. Strategies incorporated into our district improvement plan represent research-based practices that provide appropriate interventions and extended learning opportunities so students will achieve or exceed standards, graduate on time and are successful beyond high school.

District Mission

In a safe environment, all students will achieve high standards of learning in order to become ethically responsible decision makers and lifelong learners.

District Vision

The vision of the Auburn School District is to develop in students the skills and attitudes that will maximize their potential for lifelong learning and ethically responsible decision-making.

School Board Beliefs

A comprehensive public education is paramount. Effective leadership and high quality student learning are essential. Listed below are our core beliefs for improving student achievement and closing learning gaps:

- We believe every student can achieve high standards of learning
- We believe public schools are the foundation of good citizenship
- We believe in the responsible stewardship of resources
- We believe in sustainable community partnerships
- We believe in family and advocate involvement
- We believe public schools must value diversity

- We believe in safe and positive learning environments
- We believe in shared accountability for student success
- We believe in a culture of professional collaboration
- We believe in preparing students for success beyond high school

The district strategic improvement plan contains four goals each with objectives, strategies, evidence of outcomes and established timelines. The four goals and accompanying objectives are:

GOAL 1: Student Achievement

With district support, leadership and guidance, each student will achieve proficiency in the Washington Comprehensive Assessment Program (WCAP) and all schools will meet Adequate Yearly Progress (AYP) by meeting or exceeding the Washington State uniform bar in reading and mathematics in grades 3 through 8 and 10.

Objective 1.a Professional Learning Communities

Schools use Professional Learning Communities within grade levels and between grade levels to increase student achievement using common assessments, interventions and extended learning.

Objective 1.b School Improvement Plans

School improvement plans address the needs of each student and narrow the achievement gaps for at-risk students and underperforming subgroups.

Objective 1.c K-12 Standards-Based Focus

Schools implement standards-based teaching and learning.

GOAL 2: Dropout Rate and On-Time Graduation

Schools will reduce dropout rates and meet additional AYP indicators as determined by K-8 attendance and high school on-time graduation rates.

Objective 2.a Reduce Dropout Rates

Schools implement prevention, intervention and retention strategies to reduce student dropouts.

Objective 2.b On-Time High School Graduation

High schools increase on-time graduation.

GOAL 3: Parents/Guardians and Community Partnerships

The district and schools will continue to develop partnerships to support student academic achievement and success.

Objective 3.a Public Relations

District employees contribute to a respectful and welcoming environment.

Objective 3.b Communication to Parents/Guardians

The district and schools communicate academic expectations, student progress and support for student learning to maximize parent/guardian involvement in student academics.

Object 3.c Partnerships

The district and schools develop new and strengthen existing partnerships to promote student achievement.

GOAL 4: Policies and Resource Management

The district will focus on improving student academic achievement and narrowing the achievement gaps in its policy decisions and resource allocation.

Objective 4.a Fiscal Stability and Resource Allocation

The district provides fiscal stewardship and alignment of resources to support student achievement.

Objective 4.b Policies and Procedures

The district's policies and procedures support student achievement.

Objective 4.c Safe Schools

Student achievement is fostered through safe learning and work environments.

Objective 4.d Technology

The district and schools promote student achievement through expanded use of technology.

The Auburn School District 2009-2012 Strategic Improvement Plan with the strategies and evidences of outcomes defined for district, school and/or staff level can be accessed from our district website at <http://www.auburn.wednet.edu/Superintendent/200912StratPlanSummary.pdf>

13. Describe the innovative nature of the proposed strategies.

Each strategy incorporated into our district improvement plan represents research-based practices that provide appropriate interventions and extended learning opportunities so students will achieve or exceed standards, graduate on time and are successful beyond high school.

Beginning with the 2009-2010 school year, the school board, superintendent, central office administrators and departments, principals, and school improvement goals, objectives and strategies have been aligned with the district strategic improvement plan. The goals and objectives of the school board for the 2010-2011 school year are posted to the district website at: <http://www.auburn.wednet.edu/SchoolBoard/SchIBrdimages/Board%2010-11%20Stated%20Dist%20Obj.pdf>

Regular monitoring of progress on the strategies outlined in the district strategic plan is on-going. Dashboards have been developed and are presented quarterly to the school board, district and school administrators, and are posted on our district website to inform parents and community members at:

<http://www.auburn.wednet.edu/Academics/AcademicsImages/StratPlan/District%20Strategic%20Plan%20Implementation%20Updates%202-12-10.pdf>

To increase capacity and district support for the cultural shift to sustain continual improvement in student learning and achievement, the Auburn School District in partnership with the Center for Improving the Teaching Profession (CSTP), have developed a teacher leadership academy. The Auburn Teacher Leadership Academy (ATLA) centers on an intensive institute for teacher leaders to deeply learn skills detailed on the CSTP Teacher Leadership Skills Framework and to provide on-going collaborative networking and support as teacher leaders implement plans for change in their settings. The teacher leadership framework is accessible at: <http://www.cstp-wa.org/teacher-development/teacher-leadership/skills-framework>

The three goals of the teacher leadership academy are:

1. *Equipping teacher leaders with knowledge and skills needed to implement change*

initiatives in their settings that will build teacher capacity to impact student learning;

- 2. Build leadership capacity across the district in order to increase involvement of teacher leaders in initiatives beyond their own classrooms; and*
- 3. 3. Better connect a network of teacher leaders to each other and to needed resources.*

On May 24, 2011 our first cohort of 50 teacher leaders graduated from the program. http://www.auburn.wednet.edu/Communications/NewsletterArchives/IYS/IYS_June2011.pdf Our second cohort of 51 teachers is scheduled to begin their sixty-eight hours of academy sessions August 2011 and continue their program throughout the 2011-2012 school year. Three hundred or more teachers will participate in the leadership academy over the next several years.

14. Waiver requests may be for up to three school years. How will activities in the subsequent years be connected to those of the first year of the waiver?

As established on April 13, 2009 by the Auburn School District Board of Directors, our district focus and emphasis will be the goals and objectives described in the 2009-2012 Auburn School District Strategic Improvement Plan. All activities and initiatives engaged at both the district level and school level will align to this plan.

15. Describe how the waiver directly supports the district and/or school improvement plans? Include links or information about how the State Board of Education may review the district and school improvement plans (do not mail or fax hard copies).

In order to accomplish the goals outlined within our strategic plan and individual school improvement plans, time within the 180-day school year to restructure and implement is essential. Our district, schools, departments, and individual staff require time within the 180-day school year for collaboration centered on student learning and achievement. We hold ourselves accountable for the academic success of each student K-12, and in their meeting or exceeding the standards of learning as measured by the State assessment system.

The Auburn School District Strategic Plan is the blueprint for our district's continuous improvement and academic success for all students K-12. It is the framework for our planning, resource allocation, staff development and decision making. The school board and school district define the "tights" while allowing for the "loose" essential to individual schools, departments and instructional staff needed to implement the best practices and available resources to address the learning needs of all students. This is a shared accountability based on collaborative structures to improve learning for each student.

The district improvement plan includes strategies characterized by trust and mutual respect to support teams within buildings; relationships between and among schools; and a culture between schools, the school district, parents/guardians, and the community. The district improvement plan sets the expectation that each student, regardless of ethnicity, language, disability, or income level, can achieve high standards. Strategies incorporated into the improvement plan represent research-based practices that provide appropriate interventions and extended learning opportunities so students will stay engaged in school, achieve or exceed standards, graduate on time, and are successful beyond high school.

As defined in the district strategic improvement plan, all Auburn elementary, middle and high schools will fully revise their school improvement plans. The revision work began in September 2009 with 1/3 of our schools fully revising their improvement plans each year. Over one hundred administrators, teachers, parents and community members representing the schools work with central office staff, OSPI school improvement facilitators, and nationally recognized

educational consultants to fully revise the school improvement plan. School improvement plans are presented to the school board for approval and adoption. Each year all Auburn Schools continue to align their improvement plans to the goals of the district strategic improvement plan using their current assessment and perceptual data. Each year school improvement teams present their progress to the school board or participate in school improvement site visitations. During the 2011-2012 school year the final 1/3 of our schools will participate in the fully revised school improvement process.

School improvement and reform efforts are important work requiring time within the 180-day school year to implement. Our district, schools, school departments, and individual staff need waiver time within the 180-day school year to carry out collaboration centered on student achievement and to restructure and implement school improvement efforts.

Hard copies of the individual school plans are available upon request. Following school board approval and adoption of all twenty-two schools fully revised improvement plans they will be posted to the district website.

16. Describe how administrators, teachers, other staff, parents, students, and the community have been involved in the development of the request for this waiver.

In August 2008, the Auburn School District Board of Directors commissioned a committee to develop a three-year District Strategic Improvement Plan to address the learning needs of all students and to close learning gaps. Membership of the District Strategic Improvement Plan Committee represented a diverse group of stakeholders, including an OSPI district improvement facilitator, education consultants, parents, community members, students, teachers, and administrators. To include student voice and feedback, elementary and secondary student focus groups were also included throughout this process. At a minimum, the committee met twice each month from September 2008 through March 2009. Throughout their work, stakeholders at all levels were regularly informed of the processes, outcomes, and necessity of providing time within the 180-day school year for successful implementations. The improvement committee presented its final work and recommendations to the school board during their March 2009 and April 2009 school board meetings. The District Strategic Improvement Plan and committee recommendations were adopted for implementation by the Auburn School District Board of Directors on April 13, 2009. The 2009-2012 District Strategic Improvement Plan was designed and approved by the school board as a three-year plan September 2009 – August 31, 2012. The district strategic improvement committee will reconvene in the fall of 2012 to review progress and make recommendations to recalibrate the plan for the next three years, 2012-2015.

17. A. Provide details about the collective bargaining agreements (CBA), including the number of professional development days, full instruction days, half-days, parent-teacher conferences, and the amount of other non-instruction time. Please also provide a link to the district's CBA or e-mail it with the application materials. Do not send a hard copy of the CBA.

Our district negotiated agreement for September 1, 2009 through August 31, 2011 provides for the following (see attached PDF of Auburn School District CBA):

District Designated Time -

District designated time totals 38.5 hours per diem; 3.5 hours for district/building meetings; 7.0 hours for elementary report card/conference preparation; 7.0 hours for secondary grading day; 27 hours for building determined days; 7.0 hours for individual determined day (occurs immediately after labor day. Individual Responsibility Hours are prorated based upon an employee's FTE status.

Individual Responsibility Contract –

Each employee will receive an Individual Responsibility Contract. Employees who are on Steps 0-6 of the State Allocation Model (SAM) have a total of 93 Individual Responsibility hours for the 2010-2011 school year. Employees who are on Steps 7 and above on the State Allocation Model have a total of 115.5 Individual Responsibility hours for the 2010-2011 school year. Individual Responsibility Hours are prorated based upon an employee's FTE status.

Responsibility Contract activities can be documented from August 1 through June 30. These individual responsibilities are outlined below:

1. Attendance at meetings (i.e., faculty meetings, open house, grade-level/department meetings)
2. Individual professional development (i.e. Impact of School Improvement Plans, ESEA, new adoption curricula, education reform, best practice standards)
3. Student assessments
4. Classroom, lesson, and job preparation
5. Parent contacts

Commitment Stipend –

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

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

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

Early Release Days

The Auburn School District has two early release days during the school year. The day before Thanksgiving vacation and the last day of the school year.

17.B. Please provide the number of days per year for the following categories:

1. Student instructional days (as requested in application)	175
2. Waiver days (as requested in application)	5
3. Additional teacher work days without students	0
Total	180

17.C. If the district has teacher work days over and above the 180 school days (as identified in row three of the table in 17.B), please provide the following information about the days:

Day	Percent of teachers required to participate	District directed activities	School directed activities	Teacher directed activities
1	Optional			
2	Optional			
3	Optional			

	4	Optional				
	5	Optional				
	6	Optional				
	7	Optional				
			Check those that apply			
17.D. If the district has teacher work days over and above the 180 school days (row three of table in 17.B), please also explain the rationale for the additional need of waiver days.						
The Auburn School District does not have work days over and above the 180 school days.						

New 180 Day Applications- Stop here and skip to the "Last Steps" section.

Part B: For Renewal Applications.

18. Describe how the district or schools used the waiver days and whether the days were used as planned and reported in your prior request?

The activities of 2010-2011 waiver days focus on the implementation of the school improvement plan to address these essential questions: (#1) What is it we want our students to learn? (#2) How will we know if each student has learned it? (#3) How will we respond when some students do not learn it? (#4) How will we extend and enrich the learning for students who have demonstrated proficiency? During the 2010-2011 school year, waiver day trainings occurred September 24; October 22; March 14; May 9; and June 13.

The following describe school improvement waiver day activities:

- Aligning instruction to the district identified Power Standards
(In the Auburn School District, the Power Standards are the most essential learning outcomes based on the Washington State Standards. The Power Standards are our district's guaranteed and viable curriculum at each grade level and have been established for mathematics, reading, language arts, science, writing, communication, social studies, physical education, music, ELL, Arts, library, and electives. Power Standards for remaining content areas including Career and Technical Education are under development. The Power Standards are what we guarantee our students will learn from classroom to classroom and grade level to grade level.)
- Implemented *Algebraic Thinking* coaching along with professional collaboration and continue mathematics support at the middle school level.
- Provided training in *Key Elements to Algebra Success* program, and professional collaboration between middle school and high school Algebra 1 teachers.
- Provided training for and developed weekly mathematics problem solver lessons, activities and assessments aligned with the State Performance Expectations for Mathematics.
- Developing classroom based common formative assessments in reading, mathematics, Algebra 1, Algebra 1 End of Course Assessments, Geometry, Algebra 2, and science aligned to Power Standards.

- Restructuring extended learning programs for alignment with math, reading, writing, and science standards.
- Focus on student learning plans in math, with emphasis on content essentials, pedagogy, and student personalization. (Math targets were focused on achievement gap learner, including low income, Hispanic and Native American student groups.)
- Differentiating learning for low-income demographics aligned with State standards and best practices.
- Continued implementation of GLAD strategies for ELL students within our classrooms to improve learning and performance on the WLPT, MSP, and HSPE.
- Restructuring schools to provide tier-one, tier-two, and tier-three intervention models for the 2010-2011 school year.
- Analyzing student performance data obtained from DIBELS, MAP and classroom developed common assessments for instructional decisions, intervention, extended learning, and regrouping Walk to Math and Walk to Read groups.
- OSPI district improvement grant utilized at four elementary schools in steps of improvement for school improvement professional development activities and initiatives.
- Implementation of student led conferences at the high school level.
- Developed programs and services for parents of students in the graduating class of 2011 about graduation standards.
- Provided training on standards-based teaching and learning and reporting, professional learning communities, and interpreting assessment data and information.
- Implementation of OSPI Striving Readers program at two Auburn School District middle schools.
- Alignments with State mathematics and science standards at elementary and secondary.
- Preparation for fourth year implementation of OSPI CBAs and CBPAs in social studies, health and fitness, and the arts.
- Integration of technology into the classroom (electronic data bases, SWIFT teacher websites, web accessible library collections, document cameras, LCD projectors, grade scan, wireless laptop carts, and organizing classroom websites) for student learning and increased communication with parents, students and community.

19. How well were the purpose and goals for the previous waiver met? Using the measures and standards, describe the district's success at meeting each of the expected benchmarks and results of the previous waiver.

The wavier days provide time within the 180 day school year to systemically and strategically restructure our schools to address students who are beyond standard, Tier 1 and Tier 2 learners

and to develop intensive strategies necessary for our Tier 3 learners to become successful.

District leadership has provided teachers with on-going professional development and training on “Understanding by Design”, Differentiated Instruction, Standards-Based Teaching and Learning, aligned grading practices, Seven Strategies of Assessment for Learning, Total Instructional Alignment, using MAP assessment data for instructional decisions, professional collaboration, and revising school improvement plans, and implementation of the Auburn Teacher Leadership Academy (ATLA). The infusion of these training opportunities continues to provide support and targeted professional development needed for individual teachers and schools to improve academic performance for all students.

In fidelity with the district strategic plan, implementation of PLCs, common assessments, standards alignment, and interventions, student achievement continues. For the first time in a decade, the Auburn School District grades 3-5 outperformed the state average in math and reading. Additionally, the district out-performed the state in reading and math for low income and ELL learners. On K-5 winter DIBELS, assessment for reading continued to improve with an average decrease of 4.45% at-risk readers and 7.58% increase in on-target readers for a combined improvement average of 11.9%. Our only longitudinal comparison data for 2008 is second grade DIBELS which shows a 9.47% decrease in at-risk readers and a 20.7% increase in on-target reading performance for a combined improvement average of 30.17%.

Third through fifth grade winter MAP scores, as compared to 2009, show an average decrease of at-risk math 5.95% and an average on-target increase of 2.55% for a combined MAPS math average improvement of 8.5%.

At the middle school grade 6, 7, 8 MSP scores for 2010 showed a mixture of increases and decreases. Sixth grade reading scores dropped, but less than the state, from 68.9% to 54.8% while math scores stayed flat at 47.2% meeting standard. In 7th grade, writing was level at 66.6%, reading improved from 54.9% to 57.3%, and math improved from 48.6% to 51.4% meeting standard. Eighth grade scores all improved; reading from 60.6% to 62.4%, math 44.4% to 46.9%, and science from 39.5% to 44.3%.

Middle school MAP winter math score compared to 2010 demonstrated slight increases. Combined 6-7-8 MAP math comparisons show an average decrease of 1.7% for at-risk performance and an increase in on-target performance of .6%. 6-7-8 Reading MAP comparisons demonstrate a decrease of 2.05% in at-risk performance and a 3.17% increase for on-target results.

2011 HSPE results in reading, writing, and science show increases from 84.90% to 85.7% in writing, from 74.70% to 79.3% in reading, and from 35.50% to 40.8% in science.

High school annual drop-out rates decreased from 4.4% to 3.4% while on-time graduation increased from 81% to 85.5% and extended graduation rates increased from 86.2% to 91.4%.

	Annual Drop-out Rate		On-Time Graduation Rate		Extended Graduation Rate	
	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010
ASD	4.4%	3.4%	81.0%	85.5%	86.2%	91.4%
AMHS	2.6%	2.6%	89.6%	89.8%	91.7%	93.2%
ARHS	2.7%	1.5%	88.6%	93.2%	93.2%	97.5%
ASHS	5.4%	4.6%	74.2%	79.3%	81.0%	87.3%
WAUB	18.6%	13.8%	20.7%	44.4%	67.2%	88.7%

Ninth grade comparison MAP math scores show a decrease in at-risk performance of 1.22% and an increase of .42% in on-target performance. At-risk MAP reading scores decreased .74% and on-target results increased 1.95%.

2011 winter DIBELS data show an elimination of at-risk demographic category performances with the sole exception of Native American. Dramatic definition changes in K-12 demographic categories by the state make it impossible to do comparisons with previous years for MAP categorical grades 3-9 in reading and math.

Comparisons of 9th grade first semester credit completion to 2010 are essentially flat with only a 2% improvement in decreasing at-risk credit progress. However, it is important to note that the number of at-risk decreased by 31 students. As of June 3rd the goal of doubling the number of 8th grade student enrollment in college bound scholarship program has been achieved in 2010 with 98 students enrolled and 218 enrolled for 2011.

Middle School Honors course enrollments increased from 1,877 to 2,004 from semester 1 2009 to semester 1 2010. Enrollments in honors programs at the middle level are represented by about 30% of students from diverse heritage.

In high school honors, advanced CTE and advance placement courses, students from diverse heritage had increased participation. Advanced CTE enrollments saw an 8% increase in diverse population participation from 2008-09 to 2010-11. High School honors and advanced placement courses had a 6% increase in diverse population enrollment from 2008-09 to 2010-11.

Extended learning interventions are a standard intervention model at all 14 elementary schools and four middle schools in the district. The interventions include enrichment for students at or above standard and intervention for those below. High schools have developed a pyramid of interventions. These include tracking and credit retrieval. Seven hundred and ninety (790) students benefited from APEX on-line learning during the first semester, the development and implementation of PLCs was a great success as well as the implementation of power standards and data analysis.

The school board conducted an abundance of reports from schools and departments regarding school improvement plans, PLC work, data analysis, interventions and strategic plan updates. A majority of school board time is now dedicated to academic achievement priorities.

Quarterly reporting of the implementation of the 2009-2012 District Strategic Improvement Plan are posted on the Auburn School District Website at:

<http://www.auburn.wednet.edu/Academics/StratPlanProgress.html>

District DIBELS Dashboards are posted on the Auburn School District website at:

<http://www.auburn.wednet.edu/Academics/DIBELS.html>

District MAP Assessment Dashboards are posted on the Auburn School District website at:

<http://www.auburn.wednet.edu/Academics/MAP.html>

20. How were the parents and the community kept informed on an on-going basis about the use and impact of the waiver?

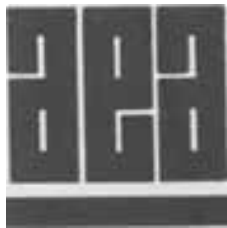
Annually, the school district publishes a school-year calendar for parents listing and describing the waiver days granted to the Auburn School District by the State Board of Education. Hard copies of the 2010-2011 school year calendar are distributed to parents and the calendar is posted electronically to the school district website. Additionally, the district website contains announcements regarding upcoming State Board of Education waiver days. Parent communication and information regarding the waiver days is provided in school newsletters, emails from the school to parents, shared during the parent and teacher conferences and student led conferences, posted to individual school websites and their outdoor reader boards. Waiver days are also topics during PTA meetings. Furthermore, each school prepares a follow-up report describing the activities and outcomes for each waiver day. These are available to parents upon request. Schools and district personnel present professional development and waiver day activities to the school board members keeping them apprised with the focus, integration, implementation, and impact of this time.

Last Steps:

- Please print a copy for your records.
- Mail or email the school board resolution, supporting documents, and this application to the email or mailing address on the first page.
- Note: When providing supplemental documents, please identify the questions that the documents support.
- Thank you for completing this application.

Negotiated Agreement

**Ratified by the
Auburn Educational Association**



**and the
Auburn School District #408**
"Engage Educate Empower"

***effective
September 1, 2009 to August 31, 2011***

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1 I. Administration

2
3 A. Definition/Recognition

4
5 1. Declaration

6
7 In accordance with RCW 41.59, this **negotiated** Agreement is entered into
8 between the Auburn School District Board of Directors and the Auburn
9 Education Association.

10
11 2. Definitions

12
13 The term 'Board' will mean the Board of Directors of the Auburn School
14 District No. 408.

15
16 The term 'District' will mean the Auburn School District No. 408.

17
18 The term 'Association' will mean the Auburn Education Association and
19 its agents.

20
21 The term 'Employee' will mean contracted employees who are defined in
22 (I.A.3) of this Agreement.

23
24 The term 'household' will mean anyone permanently residing in the
25 employee's residence and considered a part of the family.

26
27 The term 'Agreement' will mean this negotiated agreement.

28
29 'Individual per diem' means the individual's annual base salary divided
30 by **181** (days). 'Individual hourly per diem' means the individual's per
31 diem salary divided by 7 (hours).

32
33 'FTE employee' means a full-time equivalent staff member. A full-time
34 equivalent staff member is one who works all work hours (**7.0**) on all
35 contracted work days (**181**) and is designated as a 1.0 FTE. Working
36 fewer hours or fewer days results in a designation less than a 1.0 FTE.

37
38 The term 'Learning Improvement Day (LID)' will mean a non-student
39 training day for certificated employees.

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

5
6 3. Recognition

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

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

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

28
29 5. Representation for New Job Titles

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

36
37 B. Management Rights Clause

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

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

8
9 C. Status of Agreement

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

17
18 D. Conformity to Law Saving Clause

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

25
26 E. Contracts/Resignation

27
28 1. Length of Contract

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

35
36 2. Separation, Resignation

37
38 Resignations will be received by the superintendent or designee on or
39 before May 15, and will be acceptable after that date, provided a
40 replacement satisfactory to the District can be obtained.
41
42

1 3. Learning Improvement Days

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

7
8 4. Individual Employee's Contract

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

15
16 5. Replacement Contracts

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

33
34 6. Additional Instruction Period Contracts

- 35
36 **a. Full-time staff members who are offered the opportunity to teach an**
37 **additional teaching period for the semester/year will be compensated**
38 **via a Supplemental Contract.**
39
40 **b. Part-time staff members who are offered the opportunity to add an**
41 **additional teaching period for the semester/year beyond their base**
42 **contract will be compensated via a Replacement Contract.**

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

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

7. Additional Compensation

Optional, 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. District Designated Time

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

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

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

b. Individual Responsibility Contract

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

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

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

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

23
24 These individual responsibilities are outlined below:

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

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

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

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

2
3 c. Commitment Stipend

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

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

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

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

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

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

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

38
39 d. Commitment Stipend for New Hires

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

1
2 **e. New Educators**
3

4 Provide a stipend, from pay earned, for new educators to the
5 profession on the Tuesday following the first board meeting in
6 September. This stipend (\$600 for a 1.0 FTE and prorated accordingly)
7 will be reduced equally over the remainder of the new educator's
8 contract. Should an educator's contract be paid off before the end
9 of the fiscal year, the final check will be reduced accordingly.
10

11 **f. Experience/Longevity Stipend for Educational Staff Associates (ESA)**
12

13 In recognition for the work experience of ESA staff (including
14 nurses, OT/PT, SLP, and Psychologists) as directly related to the
15 ESA job description; a stipend based upon outside related
16 professional experience not included on the SAM is as follows:
17

- 18 o 1-4 2% of the base column 1, step 0
- 19 o 5-9 4% of the base column 1, step 0
- 20 o 10-14 6% of the base column 1, step 0
- 21 o 15+ 8% of the base column 1, step 0
22

23 ESA staff, described above, will have the ability to move to the top
24 of the stipend scale by adding their years of experience in the
25 Auburn School District to their years of outside related professional
26 experience.
27

28 In the event that the state legislature **partially** funds outside
29 related professional experience for ESA staff, **the District and**
30 **Association will meet to discuss the funding implications.**
31

32 **Additionally,** the Auburn Education Association and the Auburn School
33 District agree to re-open the provision for the stipend at the 15 (+)
34 experience level in the event the state legislature fully funds
35 outside related professional experience for ESA staff.
36

37 **g. Case Study/MDT Meeting**
38

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

1 h. Payment of Supplemental Contract(s)

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

9 F. Distribution of Agreement

10
11 1. Proofreading

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

16 2. Copies of Agreement

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

32 II. Business

33
34 A. Association Security/Representation Fees

35
36 1. Membership Representation

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

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

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

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

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

31 32 2. Charitable Organization Deductions

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

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

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

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

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

25
26 B. Strikes

27
28 1. 'No Strike' Clause

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

37
38 2. Return to Work

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

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

9 C. Association Rights and Privileges

10 1. Availability of Information

11
12 Consistent with adopted procedures, the District will furnish to
13 officers or authorized members of the Association any and all District
14 information, statistics, and records which are otherwise available as
15 outlined in the public disclosure law. The Association may be asked to
16 reimburse the District at the adopted rate per page for any such
17 information bearing a uniform reproduction fee with the exception of
18 materials supplied to the Association by the District or representatives
19 of the Board for negotiating purposes.
20

21 2. Use of Buildings

22
23 The Association and its Representatives may use District buildings for
24 meetings and may transact official business on school property at
25 reasonable times, provided such building use will not interfere with,
26 nor interrupt, normal school operations. Usage will be by prior
27 arrangement through the principal and/or use of an approved Building Use
28 Permit. Charges for building usage for profit or after the hours of
29 school will be consistent with district 'Use of School Facilities'
30 regulations. The Association will reimburse the District for all loss
31 or damage that ensues from Association use of any District buildings or
32 facilities therein.
33

34 3. Inter-school Mail

35
36 The Association and its Representatives may use District inter-school
37 mail and e-mail services for normal communications with Employees
38 provided such does not result in additional expense to the District.
39 All materials will be labeled as Association materials and bear the name
40 of the Association member originating the communication. Said use is
41 subject to District procedures which will include freedom from
42

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

8 4. Bulletin Board Space 9

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

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

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

25 5. Building Association Meetings 26

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

1 6. Release of Association President

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

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

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

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

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

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

1 7. Release of Association Representatives

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

11
12 D. Negotiation Procedures

13
14 1. Bargaining Agreement

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

19
20 2. Labor Management Team (LMT)

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

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

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

33
34 3. Informal Consultation

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

1
2 4. Agreement Ratification
3

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

10 5. Calendar
11

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

15
16 III. Personnel
17

18 A. Just Cause
19

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

29 For the Employee:
30

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

1 For the Association:

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

16 B. Employee's Rights and Responsibilities

17

18 1. Non-Discrimination

19

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

21 District nor the Association will unlawfully discriminate against any

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

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

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

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

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

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

28 under RCW 41.59.

29

30 2. Private and Personal Life

31

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

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

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

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

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

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

38 the performance of assigned duties.

39

40

41

42

1 3. Controversial Questions in the Classroom/Academic Freedom

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

9 4. Parent Visitation to the Classroom

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

18 5. Administrator Change to Student Grade

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

23 6. Standardized Testing

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

28 7. Sexual Harassment of Employees or Students

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

40 a. Informal procedure for resolving complaints:
41

- (1) 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 he/she 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.

1
2 9. District Committees
3

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

13 10. Copyright Laws
14

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

19 C. Student Discipline
20

21 1. Teacher Authority
22

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

30 2. Methods of Student Control
31

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

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

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

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

17 3. Emergency Removal
18

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

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

39 4. Teacher Rights
40

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

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

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

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

8 D. Employee Protection
9

10 1. Insurance
11

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

16 2. Public Information Request
17

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

23 3. Employee Personal Property Insurance
24

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

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

1 4. Reporting of Damage to Personal Property

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

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

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

23
24 E. Workday/Planning Time

25
26 1. Workday

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

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

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

14
15 2. Duty Free Lunch Period

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

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

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

27
28 4. Planning Period

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

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

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

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

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

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

33 34 5. Elementary Recess Coverage

35
36 Each elementary staff will be provided resources to address the problem
37 of instructional planning time that is lost as a result of established
38 morning or afternoon recess breaks. Resources to be allocated are
39 determined by school enrollment as of October 1 and dollar values as
40 shown on the Column A, Step 1 Department Chair Supplemental Salary
41 Schedule as it appears in the appendix.

42 The calculation of resources to building is as follows:

1
2 Minimum--Three times the Column A, Step 1 rate.

3 400-499 students as of October 1--Four times the Column A, Step 1 rate.

4 500-599 students as of October 1--Five times the Column A, Step 1 rate.

5 600+ students as of October 1--Six times the Column A, Step 1 rate.

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

9
10 a. Pay per diem for staff to cover recess.

11
12 b. The hire of para-educator time to cover recess.

13
14 c. Alternately, an elementary staff may elect to apply the resources to
15 meet other building needs. Such a decision requires the use of the
16 building-decision making model and a 75% majority. The alternative
17 must comply with district policy and procedures of law.

18
19 6. Work Relief Days

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

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

33
34 7. Student Assessment Workload

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

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

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

10
11 8. Travel Time
12

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

17
18 9. Inclement Weather
19

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

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

28
29 10. Employee Expectations Related to Curriculum, Responsibilities,
30 Assessment, and Program
31

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

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

1
2 11. Classroom-Based Performance Assessments
3

4 As the state has required Classroom-Based Performance Assessments (one-
5 on-assessments) the District will provide resources to eliminate
6 situations where a teacher must manage non test-taking students
7 simultaneously with one-on-one required assessments.
8

9 Principals and teachers will develop assessment plans to address this
10 issue using building or district resources.
11

12 F. Covering Classes
13

14 1. Staff Utilization for Covering Classes
15

16 The principal or designee may assign Employees to cover classes if time
17 will not permit a substitute to serve in excess of one (1) hour or if a
18 qualified substitute is not available. In the event that no teachers
19 volunteer to cover classes, the principal will make every reasonable
20 effort to distribute said duty equitably among available employees.
21

22 2. Compensation for Covering Classes
23

24 Employees assigned to cover classes will receive compensation at the
25 individual Employee per diem rate, for each period covered, provided
26 planning time is lost by the Employee or such coverage assignment
27 results in work served beyond the work day.
28

29 3. 'Zero' Period Assignments
30

31 Teachers will not be required to accept 'zero'('0') period assignments.
32 For hours served beyond those served by other high school teachers for
33 the purpose of required staff and department meetings, 'zero' ('0')
34 period teachers will be compensated at the specified professional duties
35 stipend.
36

37 G. Vacancies, Reassignment, and Transfers
38

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

1
2 1. Vacancies
3

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

9 2. Reassignment
10

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

19 3. Voluntary Transfer
20

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

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

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

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

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

4
5 Responses to requests for voluntary transfer will be made according to
6 the following criteria and will be applied in this order:

7
8 a. Employee qualifications (certification, endorsements current training
9 and/or experience)

10
11 b. Posted requirements of the position

12
13 c. Program needs of the district and the individual school

14
15 d. Suitability of the teacher in terms of the needs of the position,
16 including success in previous assignments.

17
18 After application of the above criteria and where ability and
19 performance are substantially equal, preference in transfer shall be
20 given to the employee with the most seniority.

21
22 If voluntary transfer occurs after July 31, the employee shall receive
23 compensation for two (2) days at per diem.

24
25 4. Involuntary Transfer

26
27 It is recognized that an involuntary transfer is not a generally
28 satisfactory method for filling a vacancy and, as such, will not be
29 resorted to unless other reasonable avenues have been pursued. The
30 District's determination to implement an involuntary transfer shall be
31 based upon, but not limited to, program needs, district/building
32 priorities and district/building organizational needs, and shall not be
33 arbitrary or capricious.

34
35 Employees involuntarily transferred for reasons of opening new schools,
36 reduction in force, or loss of enrollment will be given first
37 consideration for voluntary transfers consistent with the provisions of
38 voluntary transfer as they appear in this Agreement.

1 5. Frequency of Involuntary Transfers

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

8 6. Involuntary Transfer Outside Area of Endorsement

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

19 7. Provisions of Transfer

20
21 Other provisions regarding transfer:

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

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

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

11 8. Provisions of Reassignment 12

13 Other provisions of reassignment:
14

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

22 b. Secondary staff who have a change of teaching assignment within
23 semester periods will have the option of two (2) days instruction-
24 free time for planning and preparation or two (2) days paid at per
25 transfer. (This does not include moves caused by school construction
26 or renovation.)
27

28 9. Procedures for staff in buildings undergoing remodeling 29

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

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

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

2
3 The district will provide:

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

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

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

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

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

30 H. Personnel Files

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

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

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

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

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

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

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

24
25 1. General Provisions and Definitions

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

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

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

3 (1) Seniority and credits applicable for placement on the District
4 salary schedule must be earned prior to October 1 of the current
5 school year and must be documented by official transcripts to
6 the office of human resources. It will be the responsibility of
7 the individual Employee to furnish the District with such
8 documentation on or before the first of December for the current
9 school year.
10

11 (2) Part-time Employees will have, for retention purposes only,
12 seniority as established by this section. Part-time Employees
13 will not be eligible for contract conditions other than those held
14 at the time of retention determination. The Auburn Education
15 Association president will be specifically excluded from the
16 conditions of this paragraph and will be considered as a full-time
17 Employee for consideration of contract conditions for the ensuing
18 school year.
19

20 **c. Non-renewed/reduced employees shall have the option of continuing**
21 **their district benefits by self-payment of premiums consistent with**
22 **COBRA provisions.**
23

24 2. Seniority Criteria 25

26 In establishing seniority for the purpose of staff reduction, the
27 following criteria will be applied in the order in which they are
28 listed:
29

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

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

17 3. Seniority List
18

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

29 4. Appeals
30

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

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

9 5. Staff Selection
10

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

27 6. Provisions of Reemployment
28

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

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

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

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

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

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

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

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

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

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

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

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

31 IV. Salaries & Benefits

32 A. Payday

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

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

5 B. Salary Deductions
6

7 1. Automatic Payroll Deductions
8

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

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

18 2. Optional Payroll Deductions
19

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

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

1 3. Hold Harmless Clause for Payroll Deductions

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

9 4. Direct Deposit of Payroll Checks

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

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

27 C. Insurance Allocation

28
29 1. Insurance Allocation

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

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

a. District group dental plan

b. Group vision

c. Group term life

d. Long-term disability

e. Medical insurance

2. Insurance Pool

In addition to the Insurance Allocation identified above in C.1., in year 2009-2010 the District will provide \$60,000 to the insurance pool.

In addition to the Insurance Allocation identified above in C.1., in year 2010-2011 the District will provide \$170,000 to the insurance pool for a total of \$230,000.

3. Health Care Committee

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

4. Insurance Carriers

The insurance carriers are:

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

1 5. Fringe Benefit Pooling Process:

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

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

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

21
22 Model A

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

33
34 Model B

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

1 D. "125 Plans"

2
3 The District agrees to make a 125 plan available to employees for
4 insurance premiums to the extent provided by law and/or statute.
5 Through these plans, Employees have the option to set aside pre-taxed
6 dollars for payment of qualifying medical and/or child care expenses.
7 Interested Employees should contact the **payroll office**.
8

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

10
11 The District will implement an Employee Assistance Program (EAP). (NOTE:
12 A copy of the EAP Plan is included in the Appendix of this Agreement.)
13 Information regarding the EAP Plan will be circulated annually.
14

15 F. District Responsibility

16
17 In compliance with Article IV, Sections B - D. above, the District
18 acknowledges only that degree of responsibility as specifically set forth
19 and read literally. Additionally, the district accepts no responsibility
20 for the action(s) of any agent or agency in its agreement to cooperate with
21 the Employee under this section.
22

23 G. Industrial Insurance

24
25 1. Job-Related Injury or Illness
26

27 Employees covered by Workers' Compensation and State Industrial
28 Insurance will, upon loss of time due to a job-related injury or
29 illness, be paid sick leave in the amount of the difference between
30 regular pay and compensation received from Industrial Insurance.
31 Determination of illness or injury will be regulated by the Washington
32 State Department of Labor and Industries. The full amount of sick leave
33 will be paid for the first three (3) days of absence; the amount paid
34 the Employee will be credited to the District from moneys due the
35 Employee in the next payroll period. That portion of sick leave paid,
36 as determined by the ratio of regular sick leave and Industrial
37 Insurance, will be charged against the Employee's accrued sick leave.
38

39 2. Injury from Personal Assault
40

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

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

4
5 3. Assault: Initial Deductibles from Medical Insurance Plan

6
7 If the Employee, injured by assault, is eligible to receive benefits
8 under a District-approved medical insurance plan, co-pays required by
9 the provider will be reimbursed by the District.

10
11 H. Employee Health and Safety

12
13 In the interest of personal health and safety, the District will, by
14 September 1 annually, distribute to employees the brief information sheet
15 on how to respond to health and safety issues.

16
17 Some items to be included in the handout:

18
19 Indoor Air Quality (IAQ) guidelines
20 Building disaster preparedness plans
21 Intruder alerts
22 Planned facility improvements
23 American Disabilities Act (ADA) compliance plans
24 Lock downs
25 Staff input
26 Disaster preparedness
27 Communication about risk management (preventative measures and personal
28 property)

29
30 I. Substitute Pay

31
32 Regular substitutes shall be paid the daily substitute rate. Beginning on
33 the twenty-first (21st) consecutive day of service, regular substitutes
34 shall be deemed long-term substitutes and compensated at a daily rate
35 calculated by the individual's placement on the Washington State Salary
36 Allocation Model. Such calculation shall be according to the regulations
37 governing placement on the salary allocation model.

38
39 J. Billing for Association Services

40
41 Except as otherwise provided in this Agreement, billings for services
42 chargeable to the Association will be sent from the District business

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

5 K. Reimbursement for Personal Car Use
6

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

14 L. National Board Certification
15

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

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

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

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 absence caused by illness or injury or emergency of the employee or employee's household, to care for sick children under age 18, spouse, domestic partner, parent(s), parent(s)-in-law, grandparent(s), or adult children with disabilities who have a health condition that requires treatment or supervision. 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 Cashout

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 from Duty Forms

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

Unless on an approved leave for childbirth, pregnancy, miscarriage, or abortion, a grant for illness or injury in excess of 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 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 illness, injury or impairment, or physical or mental condition, which is of an extraordinary or severe nature or

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

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

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

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

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

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

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

17
18 B. Family Medical Leave Act (FMLA)
19

20 Employees may qualify for up to twelve (12) weeks of job-protected leave
21 for certain family and medical reasons. Employees will be required to
22 substitute accrued paid leave as part of family medical leave. To be
23 eligible for consideration, an employee must have worked within the
24 district for at least one (1) year and for 1,250 hours over the previous
25 twelve (12) months. Leave may be taken for any of the following reasons:
26

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

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

1 C. Bereavement Leave

2
3 1. Definition

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

9 2. Number of Days Allotted for Bereavement Leave

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

12
13 a. Spouse, son, daughter, or other member of the household: up to five
14 (5) consecutive days.
15

16 b. Father, mother, parent surrogate, sister, brother, or any other
17 relative for whom the Employee is the sole support: up to three(3)
18 consecutive days. At the discretion of the superintendent, two (2)
19 additional days bereavement may be granted for the purpose of
20 accommodating extended travel.
21

22 c. Other immediate family: one (1) day per bereavement to attend
23 funeral or memorial services. The immediate family will include:
24 son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-
25 in-law, sister-in-law, grandparents, and grandchildren.
26

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

31 D. Personal Leave and Incentive Plans

32
33 1. Personal Leave

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

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

2
3 2. Unused Personal Leave Incentive Plans

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

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

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

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

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

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

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

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

3
4 E. Leaves of Absence

5
6 1. Granting of Leaves

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

16
17 2. Absence of Regular Assignment

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

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

32
33 F. Exchange Teaching

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

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

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

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

5
6 G. Child Rearing Leave

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

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

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

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

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

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

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

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

1 H. Adoption Leave

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

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

15 I. Military Leave

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

22 J. Sabbatical Leave

23
24 1. Duration of Sabbatical Leave
25

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

29 2. Purpose of Sabbatical Leave
30

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

36 3. Selection for Sabbatical Leave
37

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

1 4. Prerequisite for Sabbatical Leave Request

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

6 5. Sabbatical Leaves Granted by District

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

11 6. Representation of Sabbatical Leaves Granted

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

16 7. Application for Sabbatical Leave

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

21 8. Sabbatical Leave Grants

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

28 9. Re-Employment After Sabbatical Leave

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

34 10. Tuition Reimbursement During Sabbatical Leave

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

1 K. Short Term Educational Leave

2
3 1. Purpose

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

10
11 2. Authorized Costs

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

16
17 3. Salary

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

22
23 4. Approval

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

27
28 L. Leave Without Pay

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

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

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

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.

M. 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.

N. 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 associate superintendent of human resources for determination no later than June 1.

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

13 VI. Instructional Issues

14 A. Staff Development

15 1. Inservice for Staff

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

20 a. Voluntary Inservice:

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

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

28 b. Required Inservice:

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

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

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

7
8 d. Inservice Advisory Committee:

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

12
13 B. Class Size

14
15 1. Comprehensive High School and Middle School Staffing

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

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

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

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

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

34
35 (1) Regular classes: 30/1

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

37 High School Writing classes: 25/1

38 Basic classes: 20/1

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

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

5
6 **(3) OJT/Work Based Learning classes are not included within the**
7 **intent of this provision.**
8

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

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

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

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

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

- (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 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 six (6) 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) Resource Room or Structured Learning students per period to a general education classroom. At the teacher's option, class overload compensation or one hour of classified assistance will be additionally and independently assigned to the general education classroom at the arrival of the fifth (5) Resource Room or Structured Learning Student.**
- 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. Honors classes count as a prep.**
2. Class Size--West Auburn
- 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. Subsequent to October 1, teachers of classes which exceed twenty-five (25) students will receive, at the teacher's option, twenty dollars (\$20) overload pay per week per student or a half-hour per week per student release time retroactive to the tenth (10th) day of school 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. The District agrees to hire six hours of classified personnel to assist in instructional activities.
- d. A four-hour library position and a three-hour computer position will be staffed by para-**educators**.

3. Elementary Staffing Ratios

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

- a. Combination classes may be formed up to and including October 1. Combination classes consisting of students, grades one and two or grades two and three, shall be staffed at a building pupil/teacher ratio of 25/1. Combination classes consisting of students, grades three and four or grades four and five shall be staffed at a building pupil/teacher ratio of 27/1. 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.
- b. Kindergarten classes will be staffed at a building pupil/teacher ratio of 23/1. Teachers of Kindergarten classes exceeding 25 students have the option to receive three hours of classified assistance or class size overload compensation. (See Appendix "Elementary Class Overload") When a teacher reaches a class size overload of 29 students, the teacher will have the option of three hours of additional classified assistance/substitute certificated assistance or class size overload compensation. When an individual

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

6
7 Kindergarten staff assigned to teach at two sites will be provided:

- 8
9 1) Compensation for mileage. Travel time will be compensated when it
10 infringes on planning time or extends the negotiated work day.
11 2) Principals of the two school sites will cooperate with the teacher
12 to eliminate simultaneous responsibilities.
13 3) In consideration for kindergarten staff assigned the responsi-
14 bility to travel and fulfill dual responsibilities at two sites, a
15 stipend of 9 hours at the per diem rate of pay will be paid.
16 4) Following a year of service as a traveling teacher, unless hired
17 as a traveling teacher, the teacher may return to the original
18 school if there is an open position.
19

20 Preventative Measures for Traveling Kindergarten Teachers:

21
22 The District shall implement the following strategies to prevent
23 traveling teachers and class overloads as the strategy is applicable
24 to the individual school and the time of year:
25

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

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

1 have the option to receive three hours of classified assistance or
2 class size overload compensation. (See Appendix Elementary Class
3 Overload.) When a teacher reaches a class size overload of 29
4 students, the teacher will have the option of three hours of
5 additional classified assistance/substitute certificated assistance
6 or class size overload compensation. When an individual class reaches
7 thirty (30), newly enrolled students will be assigned to other
8 classes in that school and grade if such classes exist. When all
9 classes have reached thirty (30), newly enrolled students will be
10 distributed evenly among available classes.
11

12 d. Third and fourth grade classes will be staffed at a building
13 pupil/teacher ratio of 25/1. Teachers of Third and Fourth grade
14 classes exceeding 27 students have the option to receive three hours
15 of classified assistance or class size overload compensation. (See
16 Appendix Elementary Class Overload.) When a teacher reaches a class
17 size overload of 31 students, the teacher will have the option of
18 three hours of additional classified assistance/substitute
19 certificated assistance or class size overload compensation. When an
20 individual class reaches thirty-two (32), newly enrolled students
21 will be assigned to other classes in that school and grade if such
22 classes exist. When all classes have reached thirty-two (32), newly
23 enrolled students will be distributed evenly among available
24 classes.
25

26 e. Fifth grade classes will be staffed at a building pupil/teacher ratio
27 of 28/1. Teachers of Fifth grade classes exceeding 30 students have
28 the option to receive three hours of classified assistance or class
29 size overload compensation. (See Appendix Elementary Class Overload.)
30 When a teacher reaches a class size overload of 34 students, the
31 teacher will have the option of three hours of additional classified
32 assistance/substitute certificated assistance or class size overload
33 compensation. When an individual class reaches thirty-four (34),
34 newly enrolled students will be assigned to other classes in that
35 school and grade if such classes exist. When all classes have
36 reached thirty-four (34), newly enrolled students will be distributed
37 evenly among available classes.
38

39 f. **In the event that a teacher opts for para-educator assistance as a**
40 **result of a class size overload as identified in sections a. through**
41 **e. immediately above, the overload para-educator will be in the**
42 **classroom by the 10th day of school. In the event that this can not**

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

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

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

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

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

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

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

- m. 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.

4. Special Education - General Provisions

a. Continuum of Services

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

1
2
3 b. Stipend

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

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

15
16 c. Work Relief Days

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

- 20 • 0.5 Certificated Special Ed. teacher: One (1) additional work relief day
- 21 • 1.0 Certificated Special Ed. teacher: Two (2) additional work relief
22 days

23
24 d. Supply Budget

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

28
29 e. Assistance for Highly Qualified

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

1
2
3 **f. IEP Compensation**
4

5 Once employees have successfully completed twenty-**six** (26) IEPs, they
6 shall be paid **one and one-half** (1½) hours of per diem pay for each
7 finalized IEP beginning with the twenty-**seventh** (27) completed IEP,
8 provided the IEP is completed in a timely fashion.
9

10 If a special education staff is assigned to write, monitor, evaluate,
11 and manage the IEP and program for a student who is assigned to a
12 non-certificated special education teacher or long-term substitute,
13 that special education staff member shall receive **one and one-half**
14 (1½) hours of per diem pay for the student's finalized IEP/managing
15 the student's program, provided the IEP is completed in a timely
16 fashion. IEPs for which a teacher is compensated under this
17 agreement shall not count towards the twenty-five (26) IEP trigger
18 for additional pay set forth above.
19

20 **Documentation for IEPs completed during the school year must be**
21 **submitted to the Student Services Office on a monthly basis.**
22

23 **5. Special Education - Class Size**
24

25 **a. Early Childhood Education-ECE**

26 All early childhood special education classes shall be staffed at one
27 (1) teacher for 8-12 students per session. Each teacher shall
28 receive nine (9) hours of classified assistance per 18 students.
29 Additional classified assistance shall be granted according to
30 student need.
31

32 **b. Resource Room-Elementary**

33 All resource rooms shall receive three (3) hours of classified
34 assistance.
35

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

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

6 c. Resource Room-Secondary

7 All resource rooms will receive three (3) hours of classified
8 assistance. When a Resource Room class meets or exceeds 15 students
9 for a class period, an additional one (1) hour of classified
10 assistance will be added to the Resource Room. At thirty-five (35)
11 IEPs the affected teacher may choose an additional three (3) hours of
12 classified assistance or a .5 FTE certificated teacher.
13

14 d. Structured Learning Center (elementary and secondary)

15
16 (1) All SLC Classrooms with 1-10 students will be staffed at two (2)
17 para-educators.
18

19 (2) At 11-14 students, a teacher initiated meeting with the building
20 administrator and Executive Director of Student Special Services or
21 Assistant Director of Student Special Services to discuss the
22 appropriate remedy for overload which could include:
23

- 24 - Release time
- 25 - Supply money
- 26 - Additional compensation
- 27 - Additional classified assistance
- 28 - Additional certificated staff
29

30 (3) The Executive Director will provide an appropriate remedy based
31 on the needs of the individual class. A teacher can appeal the
32 decision of the Executive Director of Special Services within 30 days
33 to the Assistant Superintendent and the President of the Auburn
34 Education Association, who will reserve the right to uphold the
35 previous remedy or provide an appropriate remedy.
36

37 (4) In addition the remedy provided above, the teacher will also be
38 entitled to the following compensation:
39

- 40 - 11-12 students, \$18 a day
- 41 - 13-14 students, \$36 a day
- 42 - 14**

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

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

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

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

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

20 6. Caseloads--ESA Specialists
21

22 Caseloads for ESA services shall be as follows:
23

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

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

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

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

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

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

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

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

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

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

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

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

10 Middle School Counselors - 3 days for a 1.0 FTE
11 High School Counselors - 5 days for a 1.0 FTE
12 School Psychologists - 12 days for a 1.0 FTE
13 Lead School Psychologist - 10 days for a 1.0 FTE
14 Lead OT/PT - 10 days for a 1.0 FTE
15 Lead Nurse - 10 days for a 1.0 FTE
16 Lead SLP - 10 days for a 1.0 FTE
17

18 Every three years lead positions will be posted for any interested
19 staff member in the category to apply.
20

21 Budget Contingency for Extended Day Contracts: Funding of the
22 extended day contracts is contingent upon the premise that the
23 state does not implement a reduction in Basic Education Funding.
24

25 1. Those specialist positions that generate Title 19 Ad Match
26 reimbursement funds (formerly known as Medicaid reimbursement)
27 will meet with their program administrator to determine how the
28 portion of the revenue that the district has determined to flow
29 back to student services will be distributed and used. Individual
30 building will receive no less than 10% of the funds that are
31 generated by their building. Annually, nurses will receive an
32 accounting of how funds were used for the previous year. This will
33 occur no later than October 1st each year.
34

35 7. Reduction in funding
36

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

1 8. ELL Instructors

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

13 C. State Requirements for Graduation

14
15 1. Advisory

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

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

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

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

1 D. Mentor Program

2
3 1. Mentor Selection Process

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

32 2. Mentor Selection Criteria

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

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

3. Mentor Matching

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

4. Mentor 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 a mentor.

1 5. Mentor Compensation

- 2
- 3 a. In recognition of meeting the responsibilities as listed in VI.C.4,
- 4 the mentor will receive the OSPI/legislative mentor stipend
- 5 allocation as funded by the state.
- 6
- 7 b. The beginning teacher/ESA will receive the OSPI/legislative beginning
- 8 teacher/ESA stipend allocation as funded by the state.
- 9
- 10 c. The District will reimburse mentors and beginning teachers/ESA's for
- 11 approved travel necessary to the appropriate performance of their
- 12 duties and responsibilities as assigned and/or approved.
- 13
- 14 d. The District will pay for a maximum of six (6) days of substitute
- 15 services for release of the mentor to attend required/approved
- 16 meetings.
- 17
- 18 e. The District will provide additional release time for
- 19 mentors/beginning teachers/ESA's if/when the OSPI/legislature
- 20 allocates such funds.
- 21

22 E. Site-Based Decision Making

23

24 1. Definition/Recognition

25

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

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

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

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

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

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

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

33 decision. Participation by certificated Employees shall be voluntary

34 but available to all.

35

36 2. Building Decision Making Model

37

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

39 annually and submitted to the Association president and the assistant

40 superintendent of human resources and labor relations by October 15

41 annually.

42

1 3. Site-Based Waiver Request

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

11
12
13 VII. Employee Evaluation

14
15 A. General Provisions

16
17 1. Copies Provided

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

21
22 a. Job description.

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

30
31 c. The annual evaluation form.

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

34
35 2. Plan of Improvement

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

1 B. Formal Observations

2
3 1. Formal Observation Scheduling

4
5 Formal observations will be scheduled as follows:

6
7 a. One observation, not less than thirty (30) minutes, prior to December
8 31, and one observation, not less than thirty (30) minutes,
9 subsequent to January 1, or

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

17
18 c. A combination of one observation, not less than thirty (30) minutes,
19 and one series of modules, totaling not less than thirty (30) minutes
20 (VII.B.1.b.), provided that not less than thirty (30) minutes of
21 observation is scheduled prior to December 31 and not less than
22 thirty (30) minutes subsequent to January 1.

23
24 2. Pre-observation Conference

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

32
33 3. Cancellation of Formal Observation

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

1 4. Informal Observation

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

7 5. Written Summary of Formal Observation

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

15 6. Post-observation Conference

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

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

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

36 C. Probation

37
38 1. Anticipated Probation

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

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

6 2. Superintendent Notification
7

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

14 3. Written Documentation
15

16 Employees on probation will receive:
17

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

27 4. Probationary Procedures for Regular Certificated Contract Employees
28

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

- 1 option of placement into an alternative assignment, the individual
2 will perform work related to that requiring a certificate.
3
- 4 b. The superintendent or administrative designee will coordinate, and
5 the principal or administrative designee will supervise, all
6 probationary placements.
7
- 8 c. During the period of probation, the principal or administrative
9 designee will meet with the Employees at least twice monthly to
10 evaluate the Employee's progress, or lack of progress, toward
11 remediation of deficiencies or conditions. Such progress, or lack of
12 progress, will be summarized in writing by the principal or
13 administrative designee. The Employee will acknowledge, in writing,
14 receipt of a copy of such summary and will be provided an opportunity
15 to attach written comment of explanation or clarification.
16
- 17 d. Any deficits or weaknesses known to the District at the onset of
18 probation, but not included in the probationary statement, shall not
19 be relied upon in subsequent evaluations or non-renewals stemming
20 from that probationary period.
21
- 22 e. An Employee on probation shall be offered assistance of a mentor who
23 is not a regular employee of the district. The District,
24 Association, and the probationer agree not to call the mentor as a
25 witness in any proceeding except to testify to services provided.
26
- 27 f. At the commencement of the probationary period, probationers will
28 receive:
29
- 30 1. Written recommendations of remediation or collective deficiencies
31 or conditions, and a description of satisfactory performance for
32 the deficient areas,
33
- 34 2. Written description of assistance probationer will receive from
35 district,
36
- 37 3. A written plan of administrative supervision for the Employee.
38
- 39 g. On or before May 1 of each year, the principal will complete a
40 written evaluation of all probationary Employees and recommend:
41
- 42 1. Termination of probationary placement, or

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.

1
2 3. Purpose of Annual Evaluation Conference
3

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

8 4. Basis of Annual Evaluation
9

10 The Employee's annual evaluation will be based on the following sources
11 of information:
12

13 a. Classroom observations;
14

15 b. Employee activities during the contracted day;
16

17 c. Verified and factual school-related information; and
18

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

22 5. Copy of Annual Evaluation
23

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

26 E. Minimum Criteria for the Evaluation of Certificated Classroom Teachers
27

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

36 1. Criterion 1: Instructional Skill
37

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

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

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

24 2. Criterion 2: Classroom Management

25

26 The certificated classroom teacher demonstrates, in his or her

27 performance, a competent level of knowledge and skill in organizing the

28 physical and human elements in the educational setting.

29

30 Indicators: The evaluation procedure assesses such teacher abilities

31 and practices as:

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

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

4
5 e. Providing a classroom climate conducive to student learning.

6
7 3. Criterion 3: Professional Preparation and Scholarship
8

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

13
14 Indicators: The evaluation procedure assesses the teacher's
15 demonstrated knowledge of and ability to:

16
17 a. Use instructional strategies/methods appropriate to the pupil(s),
18 subject matter(s) taught, and learning outcomes desired.

19
20 b. Relate/use the principles and methods of teaching theory, learning,
21 motivation, development, personality, as a basis for the design of
22 learning experiences.

23
24 c. Specify educational philosophy underlying one's instructional
25 decisions.

26
27 d. Demonstrate commitment to school and professional activities
28 (attendance at local, District, and state meetings; consortium
29 activities; participation on special committees, etc.).

30
31 e. Implement statutes and rules/regulations which have implications for
32 the professional's practice, subject matter specialization, school
33 policy.

34
35 f. Demonstrate commitment to the profession and its code of ethics.

36
37 4. Criterion 4: Effort Toward Improvement When Needed
38

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

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

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

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

18

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

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

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

39 6. Criterion 6: Interest in Teaching Pupils

40

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

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

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

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

8
9 b. Recognizes characteristics of each student.

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

13
14 7. Criterion 7: Knowledge of Subject Matter

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

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

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

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

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

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

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

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

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

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

4
5 1. Criterion 1: Knowledge and Scholarship in Special Field

6
7 Each certificated support person demonstrates a depth and breadth of
8 knowledge of theory and content in the special field. He/she
9 demonstrates an understanding of and knowledge about common school
10 education and the educational milieu grades K-12, and demonstrates the
11 ability to integrate the area of specialty into the total school milieu.

12
13 Indicators: The evaluation procedure assesses the support person's
14 competency to:

- 15
16 a. Provide a theoretical rationale for the use of various procedures.
17
18 b. Demonstrate understanding of the basic principles of human growth and
19 development.
20
21 c. Demonstrate awareness of personal and professional limitations and
22 have the ability and knowledge to make appropriate referrals.
23
24 d. Relate and apply knowledge, research findings, and theory deriving
25 from the individual's specific discipline to the development of a
26 program of services.

27
28 2. Criterion 2: Specialized Skills

29
30 Each certificated support person demonstrates, in his/her performance, a
31 competent level of skill and knowledge in designing and conducting
32 specialized programs of prevention, instruction, remediation, and
33 evaluation.

34
35 Indicators: The evaluation procedure assesses the support person's
36 competency to:

- 37
38 a. Design and conduct a program providing specific and unique services
39 within the individual's specific discipline.
40
41 b. Demonstrate ability to synthesize and integrate testing and non-
42 testing data concerning the student:

- (1) To help students integrate and assimilate data.
 - (2) To help others involved with the student interpret and use data appropriately and accurately.
 - (3) To help other specialists by providing case study materials.
- c. Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
 - d. Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
 - e. Develop goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.
3. Criterion 3: Management of Special and Technical Environment
- Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
- Indicators: The evaluation procedure assesses the support person's competency to:
- a. Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.
 - b. Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, procedures, etc.
 - c. Use comparative and interpretive data.
 - d. Create an environment which provides privacy and protects student and family information, by adhering to mandated codes of ethics, federal and state regulations, and local school district policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. Abbreviated Evaluation/Short Form
6

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

13 An abbreviated evaluation procedure shall include either:
14

15 a. A thirty (30) minute observation during the school year with a written
16 summary, or
17

18 b. A final annual written evaluation based upon the negotiated evaluation
19 criteria and based on at least two (2) observation periods during the
20 school year totaling at least sixty (60) minutes without a written
21 summary of such observations being prepared.
22

23 c. Standard evaluation (long form) procedures must be followed at least
24 once every three years thereafter. Either an Employee or an evaluator
25 may request application of standard evaluation procedures for any given
26 year by informing the other party, in writing, on/or before the first
27 day of October of the year in which the evaluation is to be performed.
28

29 H. Professional Growth Plan
30

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

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

38 1. By October 1, employee and primary evaluator mutually agree to
39 participate in the Professional Growth Plan.
40

41 2. At the first meeting between the employee and evaluator, a plan will be
42 created indicating the mutually developed professional growth goals,

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. 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 so as 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 (State Allocation Model).

1
2 2. Experience Credit
3

4 Experience credit for placement on the appropriate schedule must be
5 documented with the District human resources office. Such documentation
6 shall be received by human resources within sixty (60) days of
7 employment. The District will notify new employees of all experience
8 requirements necessary for salary placement within thirty (30) days of
9 employment.
10

11 3. State Guidelines for Credit
12

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

17 4. Clock Hours
18

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

26 5. Employee's Training File
27

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

32 6. Compensation for Movement on Salary Schedule
33

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

1
2 7. Errors in Computation
3

4 Should an error occur in the computation of the Employee's contract, the
5 Employee's salary will be adjusted for the current year.
6

7 8. New Employees
8

9 Employees new to the District must file transcripts before a contract
10 can be delivered.
11

12 9. Tuition Reimbursement
13

14 The District agrees to reimburse each Employee, up to \$500 per year, for
15 professional improvement as follows:
16

17 a. Tuition reimbursement (college credit classes, continuing education
18 units, clock hours);
19

20 b. Registration and/or instructor fees for workshops and conferences;
21

22 c. Implementation of professional growth plans involving credits and/or
23 clock hours.
24

25 10. Supplemental Salary Committee
26

27 The District and the Association shall continue to convene the
28 Supplemental Salary Committee. This Committee shall review and
29 establish criteria for the placement of positions covered on the
30 supplementary salary schedule and to recommend changes in placement
31 criteria or salary to the Association and District Labor Management
32 Team. The Committee will consist of five Association appointees and
33 five District appointees. Appointments will be made in October of each
34 year with appointments lasting two(2) years. Individuals may be re-
35 appointed.
36
37
38
39
40
41
42

IX. Grievance Procedure

A. Procedures

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

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

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

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

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

1 1. Step I

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

10 2. Step II

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

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

23 3. Step III

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

39 4. Arbitration Decision

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

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

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

9
10 5. June Grievance Filing

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

13
14 6. Timelines

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

17
18 B. Steps for Mediation of Grievances

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

23
24 1. Grounds for Mediation

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

31
32 2. Notification of Mediation

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

1 3. Submittal to Mediation/Mutual Agreement

- 2
- 3 • The District and the Association must mutually agree to submit a
- 4 grievance to mediation. If the parties agree to submit a
- 5 grievance to mediation, then the timelines and procedures
- 6 contained within the grievance procedures of the collective
- 7 bargaining agreement which provide for the submission of a
- 8 grievance to binding arbitration shall be held in abeyance until
- 9 such time as written notification of appeal is provided by the
- 10 Association to the District. The date on which written
- 11 notification of appeal is filed by the Association with the
- 12 District shall serve as the date from which the timelines and
- 13 procedures contained within the collective bargaining agreement
- 14 which provide for the submission of a grievance to binding
- 15 arbitration shall be enforced.
- 16

17 4. Appeals to Arbitration

18

19 In the event that a grievance which has been mediated is appealed to

20 arbitration, the mediator may not serve as arbitrator, nor may the

21 mediator be placed on any panel from which an arbitrator is to be

22 selected by the parties. In the arbitration proceedings, there shall be

23 no reference to the fact that a mediation conference was or was not

24 held. Nothing said or done by the mediator may be referenced or

25 introduced into evidence at the arbitration hearing and nothing said or

26 done by either party for the first time in the mediation conference may

27 be used against it in arbitration.

28

29 5. No Settlement/Appeal

30

31 If no settlement is reached at mediation, the grievance may be appealed

32 to arbitration in accordance with grievance procedures in the collective

33 bargaining agreement between the parties. If the Association desires to

34 appeal the grievance to arbitration, written notice of such appeal must

35 be made within ten (10) working days following the termination of the

36 mediation conference.

37

38 6. Mediation Fees

39

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

41 parties.

42

1 X. Duration/Signatory

2
3 A. Duration

4
5 1. Duration of Agreement

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

14 2. Agreement to Discuss Calendar and Funding

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

19 3. Modification of Contract

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

23 4. Financial Hardship

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

1 B. Signatory

2
3 Signed this _____ day of _____ 2009.

4
5 AUBURN SCHOOL DISTRICT NO. 408 AUBURN EDUCATION ASSOCIATION

6
7 _____
8 Board President

President

9
10 Section 1.02 Members of the Labor Management Team

11
12 _____
13 Timothy Cummings

Cathy deJong

14
15 _____
16 Dave Halford

Tom McDermott

17
18 _____
19 Sally Colburn

Steve Homfeldt

20
21 _____
22 Louanne Decker

Peter Aiau

23
24 _____
25 Mike Newman

Melissa Scheer

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		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	0	34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115	0
Ind Respon		2,513	2,581	2,651	2,722	2,948	3,094	3,013	3,239	3,385	
Dist Desig		1,040	1,068	1,098	1,127	1,220	1,281	1,247	1,341	1,401	
Commitment		1,407	1,438	1,469	1,501	1,603	1,669	1,633	1,735	1,801	
Total		39,197	40,249	41,338	42,430	45,933	48,188	46,940	50,443	52,702	
Daily		189	194	200	205	222	233	227	244	255	
Hourly		27	28	29	29	32	33	32	35	36	
Annual	1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589	1
Ind Respon		2,547	2,616	2,687	2,760	2,989	3,134	3,046	3,275	3,420	
Dist Desig		1,054	1,083	1,112	1,143	1,237	1,297	1,261	1,356	1,416	
Commitment		1,425	1,456	1,488	1,522	1,625	1,690	1,651	1,754	1,819	
Total		39,724	40,790	41,894	43,033	46,572	48,817	47,461	51,002	53,244	
Daily		192	197	202	208	225	236	229	247	257	
Hourly		27	28	29	30	32	34	33	35	37	
Annual	2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061	2
Ind Respon		2,579	2,649	2,721	2,800	3,028	3,174	3,080	3,308	3,454	
Dist Desig		1,068	1,096	1,126	1,159	1,253	1,314	1,275	1,369	1,430	
Commitment		1,442	1,473	1,506	1,541	1,644	1,710	1,668	1,771	1,837	
Total		40,445	41,526	42,648	43,882	47,431	49,710	48,248	51,797	54,077	
Daily		194	199	205	211	228	239	232	249	260	
Hourly		28	28	29	30	33	34	33	36	37	
Annual	3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538	3
Ind Respon		2,598	2,668	2,740	2,821	3,048	3,197	3,095	3,321	3,470	
Dist Desig		1,075	1,104	1,134	1,168	1,262	1,323	1,281	1,375	1,437	
Commitment		1,459	1,484	1,516	1,553	1,655	1,723	1,677	1,779	1,846	
Total		40,721	41,801	42,927	44,193	47,714	50,034	48,451	51,969	54,291	
Daily		197	201	206	212	229	241	233	250	261	
Hourly		28	29	29	30	33	34	33	36	37	
Annual	4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030	4
Ind Respon		2,645	2,718	2,791	2,876	3,105	3,256	3,146	3,374	3,525	
Dist Desig		1,095	1,125	1,156	1,191	1,285	1,348	1,302	1,397	1,459	
Commitment		1,584	1,618	1,651	1,689	1,792	1,860	1,811	1,914	1,982	
Total		41,357	42,492	43,625	44,935	48,479	50,818	49,113	52,656	54,997	
Daily		199	205	210	216	234	245	237	254	265	
Hourly		28	29	30	31	33	35	34	36	38	
Annual	5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523	5
Ind Respon		2,679	2,752	2,826	2,915	3,143	3,297	3,180	3,408	3,562	
Dist Desig		1,109	1,139	1,170	1,207	1,301	1,365	1,316	1,411	1,474	
Commitment		1,774	1,807	1,840	1,881	1,984	2,053	2,000	2,103	2,172	
Total		42,053	43,192	44,337	45,721	49,251	51,636	49,815	53,346	55,732	
Daily		202	207	213	219	237	248	239	256	268	
Hourly		29	30	30	31	34	35	34	37	38	
Annual	6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993	6
Ind Respon		2,713	2,785	2,861	2,955	3,182	3,337	3,215	3,441	3,596	
Dist Desig		1,123	1,153	1,185	1,223	1,317	1,381	1,331	1,425	1,489	
Commitment		1,796	1,829	1,863	1,906	2,008	2,078	2,023	2,125	2,195	
Total		42,596	43,710	44,893	46,346	49,860	52,258	50,362	53,876	56,273	
Daily		204	210	215	222	240	251	242	259	271	
Hourly		29	30	31	32	34	36	35	37	39	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989	7
Ind Respon		3,445	3,536	3,632	3,755	4,041	4,238	4,073	4,359	4,557	
Dist Desig		1,148	1,179	1,211	1,252	1,347	1,413	1,358	1,453	1,519	
Commitment		1,824	1,857	1,892	1,936	2,040	2,112	2,052	2,156	2,228	
Total		44,207	45,357	46,575	48,129	51,752	54,254	52,169	55,789	58,293	
Daily		209	214	220	228	245	257	247	264	276	
Hourly		30	31	31	33	35	37	35	38	39	
Annual	8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512	8
Ind Respon		3,555	3,651	3,750	3,883	4,172	4,377	4,201	4,491	4,696	
Dist Desig		1,185	1,217	1,250	1,294	1,391	1,459	1,400	1,497	1,565	
Commitment		2,077	2,112	2,147	2,196	2,301	2,376	2,312	2,417	2,492	
Total		45,819	47,032	48,279	49,963	53,632	56,228	53,999	57,671	60,265	
Daily		215	221	227	235	253	265	255	272	285	
Hourly		31	32	32	34	36	38	36	39	41	
Annual	9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081	9
Ind Respon			3,771	3,874	4,012	4,308	4,520	4,330	4,627	4,839	
Dist Desig			1,257	1,291	1,337	1,436	1,507	1,443	1,542	1,613	
Commitment			2,203	2,241	2,291	2,399	2,476	2,407	2,515	2,592	
Total			48,594	49,903	51,648	55,403	58,086	55,684	59,441	62,124	
Daily			229	235	243	261	274	262	280	293	
Hourly			33	34	35	37	39	37	40	42	
Annual	10			43,877	45,498	48,794	51,195	48,995	52,291	54,692	10
Ind Respon				4,000	4,148	4,448	4,667	4,466	4,767	4,986	
Dist Desig				1,333	1,383	1,483	1,556	1,489	1,589	1,662	
Commitment				2,338	2,392	2,501	2,581	2,508	2,617	2,697	
Total				51,549	53,420	57,226	59,999	57,458	61,264	64,037	
Daily				242	251	270	283	271	289	302	
Hourly				35	36	39	40	39	41	43	
Annual	11				47,032	50,399	52,849	50,528	53,897	56,345	11
Ind Respon					4,287	4,594	4,818	4,606	4,913	5,136	
Dist Desig					1,429	1,531	1,606	1,535	1,638	1,712	
Commitment					2,507	2,619	2,700	2,623	2,735	2,816	
Total					55,256	59,144	61,973	59,292	63,183	66,009	
Daily					260	278	292	279	298	311	
Hourly					37	40	42	40	43	44	
Annual	12				48,517	52,048	54,571	52,122	55,545	58,068	12
Ind Respon					4,423	4,745	4,975	4,751	5,063	5,293	
Dist Desig					1,474	1,582	1,658	1,584	1,688	1,764	
Commitment					2,584	2,701	2,785	2,704	2,817	2,901	
Total					56,998	61,076	63,989	61,161	65,114	68,027	
Daily					268	288	301	288	307	321	
Hourly					38	41	43	41	44	46	
Annual	13					53,737	56,335	53,773	57,234	59,831	13
Ind Respon						4,899	5,136	4,902	5,217	5,454	
Dist Desig						1,633	1,712	1,634	1,739	1,818	
Commitment						2,865	2,951	2,867	2,981	3,067	
Total						63,134	66,134	63,175	67,172	70,171	
Daily						297	311	297	316	331	
Hourly						42	44	42	45	47	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	14					55,434	58,165	55,471	59,042	61,663	14
Ind Respon						5,053	5,302	5,057	5,382	5,621	
Dist Desig						1,684	1,767	1,686	1,794	1,874	
Commitment						2,954	3,044	2,955	3,073	3,160	
Total						65,125	68,279	65,168	69,292	72,318	
Daily						306	321	306	326	341	
Hourly						44	46	44	47	49	
Annual	15					56,877	59,679	56,913	60,577	63,266	15
Ind Respon						5,185	5,440	5,188	5,522	5,767	
Dist Desig						1,728	1,813	1,729	1,841	1,922	
Commitment						3,029	3,122	3,031	3,152	3,241	
Total						66,820	70,055	66,861	71,092	74,197	
Daily						314	330	314	335	350	
Hourly						45	47	45	48	50	
Annual	16					58,014	60,871	58,051	61,788	64,531	16
Ind Respon						5,289	5,549	5,292	5,633	5,883	
Dist Desig						1,763	1,850	1,764	1,878	1,961	
Commitment						3,091	3,186	3,092	3,216	3,307	
Total						68,157	71,456	68,199	72,514	75,682	
Daily						321	336	321	341	357	
Hourly						46	48	46	49	51	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

S.A.M. 2010-11

		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	0	34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115	0
Ind Respon		2,513	2,581	2,651	2,722	2,948	3,094	3,013	3,239	3,385	
Dist Desig		1,040	1,068	1,098	1,127	1,220	1,281	1,247	1,341	1,401	
Commitment		1,407	1,438	1,469	1,501	1,603	1,669	1,633	1,735	1,801	
Total		39,197	40,249	41,338	42,430	45,933	48,188	46,940	50,443	52,702	
Daily		189	194	200	205	222	233	227	244	255	
Hourly		27	28	29	29	32	33	32	35	36	
Annual	1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589	1
Ind Respon		2,547	2,616	2,687	2,760	2,989	3,134	3,046	3,275	3,420	
Dist Desig		1,054	1,083	1,112	1,143	1,237	1,297	1,261	1,356	1,416	
Commitment		1,425	1,456	1,488	1,522	1,625	1,690	1,651	1,754	1,819	
Total		39,724	40,790	41,894	43,033	46,572	48,817	47,461	51,002	53,244	
Daily		192	197	202	208	225	236	229	247	257	
Hourly		27	28	29	30	32	34	33	35	37	
Annual	2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061	2
Ind Respon		2,579	2,649	2,721	2,800	3,028	3,174	3,080	3,308	3,454	
Dist Desig		1,068	1,096	1,126	1,159	1,253	1,314	1,275	1,369	1,430	
Commitment		1,442	1,473	1,506	1,541	1,644	1,710	1,668	1,771	1,837	
Total		40,445	41,526	42,648	43,882	47,431	49,710	48,248	51,797	54,077	
Daily		194	199	205	211	228	239	232	249	260	
Hourly		28	28	29	30	33	34	33	36	37	
Annual	3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538	3
Ind Respon		2,598	2,668	2,740	2,821	3,048	3,197	3,095	3,321	3,470	
Dist Desig		1,075	1,104	1,134	1,168	1,262	1,323	1,281	1,375	1,437	
Commitment		1,459	1,484	1,516	1,553	1,655	1,723	1,677	1,779	1,846	
Total		40,721	41,801	42,927	44,193	47,714	50,034	48,451	51,969	54,291	
Daily		197	201	206	212	229	241	233	250	261	
Hourly		28	29	29	30	33	34	33	36	37	
Annual	4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030	4
Ind Respon		2,645	2,718	2,791	2,876	3,105	3,256	3,146	3,374	3,525	
Dist Desig		1,095	1,125	1,156	1,191	1,285	1,348	1,302	1,397	1,459	
Commitment		1,584	1,618	1,651	1,689	1,792	1,860	1,811	1,914	1,982	
Total		41,357	42,492	43,625	44,935	48,479	50,818	49,113	52,656	54,997	
Daily		199	205	210	216	234	245	237	254	265	
Hourly		28	29	30	31	33	35	34	36	38	
Annual	5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523	5
Ind Respon		2,679	2,752	2,826	2,915	3,143	3,297	3,180	3,408	3,562	
Dist Desig		1,109	1,139	1,170	1,207	1,301	1,365	1,316	1,411	1,474	
Commitment		1,774	1,807	1,840	1,881	1,984	2,053	2,000	2,103	2,172	
Total		42,053	43,192	44,337	45,721	49,251	51,636	49,815	53,346	55,732	
Daily		202	207	213	219	237	248	239	256	268	
Hourly		29	30	30	31	34	35	34	37	38	
Annual	6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993	6
Ind Respon		2,713	2,785	2,861	2,955	3,182	3,337	3,215	3,441	3,596	
Dist Desig		1,123	1,153	1,185	1,223	1,317	1,381	1,331	1,425	1,489	
Commitment		1,796	1,829	1,863	1,906	2,008	2,078	2,023	2,125	2,195	
Total		42,596	43,710	44,893	46,346	49,860	52,258	50,362	53,876	56,273	
Daily		204	210	215	222	240	251	242	259	271	
Hourly		29	30	31	32	34	36	35	37	39	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989	7
Ind Respon		3,445	3,536	3,632	3,755	4,041	4,238	4,073	4,359	4,557	
Dist Desig		1,148	1,179	1,211	1,252	1,347	1,413	1,358	1,453	1,519	
Commitment		1,824	1,857	1,892	1,936	2,040	2,112	2,052	2,156	2,228	
Total		44,207	45,357	46,575	48,129	51,752	54,254	52,169	55,789	58,293	
Daily		209	214	220	228	245	257	247	264	276	
Hourly		30	31	31	33	35	37	35	38	39	
Annual	8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512	8
Ind Respon		3,555	3,651	3,750	3,883	4,172	4,377	4,201	4,491	4,696	
Dist Desig		1,185	1,217	1,250	1,294	1,391	1,459	1,400	1,497	1,565	
Commitment		2,077	2,112	2,147	2,196	2,301	2,376	2,312	2,417	2,492	
Total		45,819	47,032	48,279	49,963	53,632	56,228	53,999	57,671	60,265	
Daily		215	221	227	235	253	265	255	272	285	
Hourly		31	32	32	34	36	38	36	39	41	
Annual	9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081	9
Ind Respon			3,771	3,874	4,012	4,308	4,520	4,330	4,627	4,839	
Dist Desig			1,257	1,291	1,337	1,436	1,507	1,443	1,542	1,613	
Commitment			2,203	2,241	2,291	2,399	2,476	2,407	2,515	2,592	
Total			48,594	49,903	51,648	55,403	58,086	55,684	59,441	62,124	
Daily			229	235	243	261	274	262	280	293	
Hourly			33	34	35	37	39	37	40	42	
Annual	10			43,877	45,498	48,794	51,195	48,995	52,291	54,692	10
Ind Respon				4,000	4,148	4,448	4,667	4,466	4,767	4,986	
Dist Desig				1,333	1,383	1,483	1,556	1,489	1,589	1,662	
Commitment				2,338	2,392	2,501	2,581	2,508	2,617	2,697	
Total				51,549	53,420	57,226	59,999	57,458	61,264	64,037	
Daily				242	251	270	283	271	289	302	
Hourly				35	36	39	40	39	41	43	
Annual	11				47,032	50,399	52,849	50,528	53,897	56,345	11
Ind Respon					4,287	4,594	4,818	4,606	4,913	5,136	
Dist Desig					1,429	1,531	1,606	1,535	1,638	1,712	
Commitment					2,507	2,619	2,700	2,623	2,735	2,816	
Total					55,256	59,144	61,973	59,292	63,183	66,009	
Daily					260	278	292	279	298	311	
Hourly					37	40	42	40	43	44	
Annual	12				48,517	52,048	54,571	52,122	55,545	58,068	12
Ind Respon					4,423	4,745	4,975	4,751	5,063	5,293	
Dist Desig					1,474	1,582	1,658	1,584	1,688	1,764	
Commitment					2,584	2,701	2,785	2,704	2,817	2,901	
Total					56,998	61,076	63,989	61,161	65,114	68,027	
Daily					268	288	301	288	307	321	
Hourly					38	41	43	41	44	46	
Annual	13					53,737	56,335	53,773	57,234	59,831	13
Ind Respon						4,899	5,136	4,902	5,217	5,454	
Dist Desig						1,633	1,712	1,634	1,739	1,818	
Commitment						2,865	2,951	2,867	2,981	3,067	
Total						63,134	66,134	63,175	67,172	70,171	
Daily						297	311	297	316	331	
Hourly						42	44	42	45	47	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

		01	02	03	04	05	06	07	08	09	
		BA	BA+15	BA+30	BA+45	BA+90	** BA+135	MA	MA+45	MA+90 PHD	
Annual	14					55,434	58,165	55,471	59,042	61,663	14
Ind Respon						5,053	5,302	5,057	5,382	5,621	
Dist Desig						1,684	1,767	1,686	1,794	1,874	
Commitment						2,954	3,044	2,955	3,073	3,160	
Total						65,125	68,279	65,168	69,292	72,318	
Daily						306	321	306	326	341	
Hourly						44	46	44	47	49	
Annual	15					56,877	59,679	56,913	60,577	63,266	15
Ind Respon						5,185	5,440	5,188	5,522	5,767	
Dist Desig						1,728	1,813	1,729	1,841	1,922	
Commitment						3,029	3,122	3,031	3,152	3,241	
Total						66,820	70,055	66,861	71,092	74,197	
Daily						314	330	314	335	350	
Hourly						45	47	45	48	50	
Annual	16					58,014	60,871	58,051	61,788	64,531	16
Ind Respon						5,289	5,549	5,292	5,633	5,883	
Dist Desig						1,763	1,850	1,764	1,878	1,961	
Commitment						3,091	3,186	3,092	3,216	3,307	
Total						68,157	71,456	68,199	72,514	75,682	
Daily						321	336	321	341	357	
Hourly						46	48	46	49	51	

**Individuals earning 135 quarter hours no later than December 31, 1991, are eligible for placement on Column 6, BA+135.

1 Supervisory Stipend

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

5
6 Specified Professional Duties Stipend

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

12
13 A. Payment at the per diem rate for required attendance at workshops,
14 conferences, classes, inservices, or seminars when attended beyond the
15 contracted day.

16 B. Interview teams.

17 C. District-directed curriculum development and adoption unless otherwise
18 agreed.

19 D. Textbook selection.

20 E. Summer school/extended school year.

21 F. Inservice trainers.

22 G. Impact **Trainers**

23 For staff participating in assigned training conducted on non-school days.
24 Compensation will not exceed payment for eight (8) hours in any one day.

25 H. **After school/Saturday detention.**

26 I. AP/PSAT/SAT test preparation

27 J. Classroom teachers, reading specialists, psychologists, speech and language
28 pathologists, counselors, occupational therapists, physical therapists and
29 nurses required to participate in case study and/or multi-disciplinary
30 teams meeting outside WAC time.

31 K. Other professional duties as mutually agreed to by the Association's
32 president and the District's superintendent. Except as otherwise provided
33 in this Agreement, required hours of work beyond the work day; e.g.,
34 instructional fairs, young authors, spelling bees, will be compensated at
35 the professional rate of pay.

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

2009-10 CERTIFICATED ACTIVITY SALARY SCHEDULE

High School Activity Salary Schedule

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

High School Activity/Athletic Coordinator Schedule

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

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

Middle School Activity Salary Schedule

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

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

Middle School Coordinator
Salary Schedule

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

Middle School ASB Advisor
Salary Schedule

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

Table I
Activity Placement Schedule
High School

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

ACTIVITIES PLACEMENT SCHEDULE
CRITERIA 3

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

Department Chairpersons/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 department chairperson 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.

DEPARTMENT CHAIR/TEAM LEADER SUPPLEMENTAL SALARY SCHEDULE
2009-10

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

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

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.

AUBURN SCHOOL DISTRICT NO. 408
PROFESSIONAL GROWTH FORM

First meeting _____
(date)

Second meeting _____
(date)

Summary meeting _____
(date)

To be completed by the employee and evaluator:

Employee _____ School _____ Year _____

Supervisor _____

Grade _____ Subject(s) _____

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

Signatures below confirm concurrence with above plan

Employee Name (please print)

Employee Signature

Date

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

Comments (to be completed by the evaluator):

Employee Name (please print)

Employee Signature

Date

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

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

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

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

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

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

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

Elementary Class Size Chart

	<u>K-2</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	25	26 >27 >28	29 >30
2)	25	26 >27 >28	29 >30 Balance evenly after these points
3)	25	26 >27 >28	29 >30
	<u>3-4</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	27	28 >29 >30	31 >32
2)	27	28 >29 >30	31 >32 Balance evenly after these points
3)	27	28 >29 >30	31 >32
	<u>5</u>	<u>3-hour EA</u>	<u>3-hour EA or half-time cert.</u>
1)	30	31 >32	33 >34
2)	30	31 >32	33 >34 Balance evenly after these points
3)	30	31 >32	33 >34

No transfer of students to other schools.

Auburn School District No. 408

SCHOOL CALENDAR

2009-10

Month	M	T	W	Th	F	Days Taught	Month	M	T	W	Th	F	Days Taught
AUGUST/SEPTEMBER							FEBRUARY						
	31	1	2+	3&	4			1+	2	3	4	5	
1st	7*	8+	9	10	11		6th	8	9	10	11	12	
Month	14	15	16	17	18		Month	15*	16*	17*	18*	19*	
	21	22	23	24	25=			22	23	24	25	26	
	28	29	30			15	15						15E 14S
OCTOBER							MARCH						
				1	2			1	2	3	4	5	
2nd	5	6	7	8	9++		7th	8=	9	10	11	12	
Month	12	13	14	15	16		Month	15	16	17	18	19	
	19	20	21	22	23=			22	23	24	25	26	
	26	27	28	29	30	20	35	29	30	31			22 123E 122S
NOVEMBER							APRIL						
	2	3	4	5	6						1	2	
3rd	9	10	11*	12	13		8th	5*	6*	7*	8*	9*	
Month	16	17	18#	19#	20#		Month	12	13	14	15	16	
	23	24	25#	26*	27*			19	20	21	22	23	
	30					18	53	26	27	28	29	30	17 140E 139S
DECEMBER							MAY						
		1	2	3	4			3	4	5	6	7	
4th	7	8	9	10	11		9th	10=	11	12	13	14	
Month	14	15	16	17	18		Month	17	18	19	20	21	
	21*	22*	23*	24*	25*			24	25	26	27	28	
	28*	29*	30*	31*		14	67	31*					159E 158S
JANUARY							JUNE						
					1*				1^	2	3	4	
5th	4	5	6	7	8		10th	7	8	9	10	11	
Month	11	12	13	14	15		Month	14=	15	16	17	18	
	18*	19	20	21	22			21	22	23	24E	25S	
	25	26	27	28	29	19	86	28	29	30			16E 17S 175

STUDENT ATTENDANCE YEAR

September 9	First day of school
June 24E/25S	Last day of school
*NON-ATTENDANCE DAYS	
+September 2	District designated workshop (½ day)
&September 3	Learning Improvement Day
*September 7	Labor Day
+September 8	Individually determined day
=September 25	Waiver day
++October 9	State-wide inservice day
=October 23	Waiver day
*November 11	Veterans' Day
#November 18-20	Elem./middle school conferences (Early release/late arrival days)
#November 25	Early release day
*November 26-27	Thanksgiving vacation
*December 21 - January 1	Winter vacation
*January 18	Martin Luther King Day
+February 1	Optional day - (Secondary teachers)
*February 15	Presidents' Day

***NON-ATTENDANCE DAYS (cont.)**

*February 16-19	Mid-winter break
=March 8	Waiver day
*April 5-9	Spring vacation
=May 10	Waiver day
*May 31	Memorial Day
^June 1	Alternate emergency school closure day
=June 14	Waiver day
June 24	Last day of school - elementary
June 25	Last day of school - secondary
*No school for teachers and students	
#Contracted day for teachers--early release/late arrival days for elementary/middle school students	
+Dist. designated/optional teachers' workshop--no school for students	
++State-wide inservice day--no school for students	
&Learning Improvement Day--no school for students	
^Alternate emergency school closure day (Potential alternate emergency make-up day. If not needed, school will not be in session.)	
=Waiver day--no school for students. Contingent upon State Board of Education approval.	

END OF QUARTERS/REPORTING PERIODS
2009-10

SECONDARY

First quarter ends November 6	40 days
Second quarter ends January 29	46 days
First Semester	86 days
Third quarter ends April 16	43 days
Fourth quarter ends June 25	46 days
Second Semester	89 days

ELEMENTARY

First reporting period ends November 10	42 days
Second reporting period ends March 11	68 days
Third reporting period ends June 24	65 days
	175 days

Auburn School District No. 408
SCHOOL CALENDAR
2010-11

Month	M	T	W	Th	F	Days Taught	Month	M	T	W	Th	F	Days Taught
AUGUST/SEPTEMBER							FEBRUARY						
	30	31	1+	2&	3				1	2	3	4	
1st	6*	7+	8	9	10		6th	7	8	9	10	11	
Month	13	14	15	16	17		Month	14	15	16	17	18^	
	20	21	22	23	24=			21*	22	23	24	25	105E
	27	28	29	30		16 16		28					18 104S
OCTOBER							MARCH						
					1				1	2	3	4	
2nd	4	5	6	7	8++		7th	7	8	9	10	11	
Month	11	12	13	14	15		Month	14=	15	16	17	18	
	18	19	20	21	22=			21	22	23	24	25	127E
	25	26	27	28	29	19 35		28	29	30	31		22 126S
NOVEMBER							APRIL						
	1	2	3	4	5							1	
3rd	8	9	10	11*	12		8th	4*	5*	6*	7*	8*	
Month	15	16	17#	18#	19#		Month	11	12	13	14	15	
	22	23	24#	25*	26*			18	19	20	21	22	143E
	29	30				19 54		25	26	27	28	29	16 142S
DECEMBER							MAY						
			1	2	3				2	3	4	5	6
4th	6	7	8	9	10		9th	9=	10	11	12	13	
Month	13	14	15	16	17		Month	16	17	18	19	20	
	20*	21*	22*	23*	24*			23	24	25	26	27	162E
	27*	28*	29*	30*	31*	13 67		30*	31^				19 161S
JANUARY							JUNE						
	3	4	5	6	7					1	2	3	
5th	10	11	12	13	14		10th	6	7	8	9	10	
Month	17*	18	19	20	21		Month	13=	14	15	16	17	
	24	25	26	27	28	20E 87E		20E	21S	22	23	24	13E
	31+					19S 86S		27	28	29	30		14S 175

STUDENT ATTENDANCE YEAR		*NON-ATTENDANCE DAYS (cont.)	
September 8	First day of school	*February 21	Presidents' Day
June 20E/21S	Last day of school	=March 14	Waiver Day
*NON-ATTENDANCE DAYS		*April 4-8	Spring vacation
+September 1	District designated workshop (½ day)	=May 9	Waiver Day
&September 2	Learning Improvement Day	*May 30	Memorial Day
*September 6	Labor Day	^May 31	Alternate emergency school closure day
+September 7	Individually Determined Day	=June 13	Waiver Day
=September 24	Waiver Day	June 20	Last day of school - elementary
++October 8	State-wide inservice day	June 21	Last day of school - secondary
=October 22	Waiver Day		
*November 11	Veterans Day		
#November 17-19	Elem./middle school conferences (Early release/late arrival days)		
#November 24	Early release day		
*November 25-26	Thanksgiving vacation		
*December 20-31	Winter vacation		
*January 17	Martin Luther King Day		
+January 31	Optional day - (Secondary teachers)		
^February 18	Alternate emergency school closure day		

*No school for teachers and students
#Contracted day for teachers--early release/late arrival days for elementary/middle school students
+Dist. designated/optional teachers' workshop--no school for students
++State-wide inservice day--no school for students
&Learning Improvement Day--no school for students
^Alternate emergency school closure day (Potential alternate emergency make-up day. If not needed, school will not be in session
If a snow day occurs prior to winter break, February 18 will be utilized as the make-up day.)

**END OF QUARTERS/REPORTING PERIODS
2010-11**

SECONDARY

First quarter ends November 5	40 days
Second quarter ends January 28	46 days

First Semester	86 days
-----------------------	----------------

Third quarter ends April 15	46 days
Fourth quarter ends June 21	43 days

Second Semester	89 days
------------------------	----------------

ELEMENTARY

First reporting period ends November 9	42 days
Second reporting period ends March 10	71 days
Third reporting period ends June 20	62 days

175 days

Auburn School District No. 408

SCHOOL CALENDAR

2011-12

Month	M	T	W	Th	F	Days Taught	Month	M	T	W	Th	F	Days Taught
AUGUST/SEPTEMBER							FEBRUARY						
	29	30	31+	1&	2				1	2	3		
1st	5*	6+	7	8	9		6th	6	7	8	9	10	
Month	12	13	14	15	16		Month	13	14	15	16	17^	
	19	20	21	22	23			20*	21	22	23	24	107E
	26	27	28	29	30=	17 17		27	28	29			19 106S
OCTOBER							MARCH						
	3	4	5	6	7						1	2	
2nd	10	11	12	13	14++		7th	5	6	7	8	9	
Month	17	18	19	20	21		Month	12=	13	14	15	16	
	24	25	26	27	28=			19	20	21	22	23	128E
	31					19 36		26	27	28	29	30	21 127S
NOVEMBER							APRIL						
		1	2	3	4			2*	3*	4*	5*	6*	
3rd	7	8	9	10	11*		8th	9	10	11	12	13	
Month	14	15	16#	17#	18#		Month	16	17	18	19	20	
	21	22	23#	24*	25*			23	24	25	26	27	144E
	28	29	30			19 55		30					16 143S
DECEMBER							MAY						
				1	2				1	2	3	4	
4th	5	6	7	8	9		9th	7	8	9	10	11	
Month	12	13	14	15	16		Month	14=	15	16	17	18	
	19*	20*	21*	22*	23*			21	22	23	24	25	164E
	26*	27*	28*	29*	30*	12 67		28*	29^	30	31		20 163S
JANUARY							JUNE						
	2	3	4	5	6							1	
5th	9	10	11	12	13		10th	4	5	6	7	8	
Month	16*	17	18	19	20		Month	11=	12	13	14	15	
	23	24	25	26	27	21E 88E		18E	19S	20	21	22	11E
	30+	31				20S 87S		25	26	27	28	29	12S 175

STUDENT ATTENDANCE YEAR

September 7	First day of school
June 18E/19S	Last day of school

***NON-ATTENDANCE DAYS**

+August 31	District designated workshop (½ day)
&September 1	Learning Improvement Day
*September 5	Labor Day
+September 6	Individually Determined Day
=September 30	Waiver Day
++October 14	State-wide inservice day
=October 28	Waiver Day
*November 11	Veterans Day
#November 16-18	Elem./middle school conferences (Early release/late arrival days)
#November 23	Early release day
*November 24-25	Thanksgiving vacation
*December 19-30	Winter vacation
*January 16	Martin Luther King Day
+January 30	Optional day - (Secondary teachers)
^February 17	Alternate emergency school closure day

***NON-ATTENDANCE DAYS (cont.)**

*February 20	Presidents' Day
+March 12	Waiver Day
*April 2-6	Spring vacation
=May 14	Waiver Day
*May 28	Memorial Day
^May 29	Alternate emergency school closure day
=June 11	Waiver Day
June 18	Last day of school - elementary
June 19	Last day of school - secondary

*No school for teachers and students

#Contracted day for teachers--early release/late arrival days for elementary/middle school students

+Dist. designated/optional teachers' workshop--no school for students

++State-wide inservice day--no school for students

&Learning Improvement Day--no school for students

^Alternate emergency school closure day (Potential alternate

emergency make-up day. If not needed, school will not be in session.

If a snow day occurs prior to winter break, February 17 will be utilized as the make-up day.)

**END OF QUARTERS/REPORTING PERIODS
2011-12**

SECONDARY

First quarter ends November 8	42 days
Second quarter ends January 27	44 days

First Semester	86 days
-----------------------	----------------

Third quarter ends March 30	41 days
Fourth quarter ends June 19	48 days

Second Semester	89 days
------------------------	----------------

ELEMENTARY

First reporting period ends November 8	42 days
Second reporting period ends March 2	67 days
Third reporting period ends June 18	66 days

175 days

Cause/Just Cause

- **7 Key tests**

- **Notice**

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

- **Reasonable rule or order**

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

- **Investigation**

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

- **Fair investigation**

- Was the employer's investigation conducted fairly and objectively

- **Proof**

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

- **Equal treatment**

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

- **Penalty**

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

Employee Assistance Program (EAP)

Provided by Health Venture

What is an Employee Assistance Program?

The Employee Assistance Program (EAP) provides immediate assessment and counseling assistance to employees that have personal concerns that may be affecting their job performance. The program addresses personal problems such as alcohol or drug abuse; physical and emotional stress; and marital, legal, financial, or job-related difficulties.

The Employee Assistance Program through Health Venture is provided at no cost to employees and their families. Health Venture offers a confidential, warm, and friendly atmosphere where you can feel comfortable discussing your personal concerns with any of the professional staff members.

Keeping it Confidential

All of Health Venture's services are strictly confidential. Records pertaining to employees using the program will be maintained by Health Venture. Information disclosed to the counselor(s) will never appear in your employee personnel file nor will the District have access to any records at Health Venture.

How the EAP Works

Employees (or members of their families) may enter the program themselves or may be referred by their supervisors. In either case, the program is strictly confidential.

The EAP counselor meets with the employee to determine the extent of the problem and to develop a personal plan of action for the employee. The plan may include referrals to private or community resources, including treatment centers, community mental health centers, or other services as needed. If long term services are necessary, the employee may coordinate the added costs with district medical benefits.

How Can Health Venture Help?

The professional counselors at Health Venture will work with you to identify and treat personal problems such as absenteeism and reduced performance and motivation that may be affecting your work.

If you have recognized symptoms – irritability, a prolonged fatigue and loss of energy, a need to drink to relax, an unwarranted feeling of depression – you may want to seek the counseling expertise available at Health Venture.

The EAP can help you cope with the following:

- Depression or anxiety
- Chronic time loss
- Absenteeism
- Job related relationship problems
- Stress and tension
- Financial and legal difficulties
- Divorce adjustment
- Family problems; personal relationship problems
- Marital discord
- Alcohol or substance abuse

How to Make an Appointment

Call Health Venture and identify yourself as an Auburn School District employee. You will be asked a few questions to determine the most appropriate counselor for you. An appointment convenient to your schedule will then be made.

You will meet with a counselor in a confidential environment. The program is of a preventive nature; therefore, you are encouraged to use the EAP to identify and treat problems before they reach a crisis level.

Contacting Health Venture

For more information, or to talk with a counselor call 1-800-447-8327 toll free.

Letter of Agreement
Waiver Days

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

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

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

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

INDIVIDUAL CHOICE SIP PLAN

Date: _____

School: _____

Employee: _____

1. School SIP Plan target

2. Teacher's plan to achieve SIP plan 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.

Letter of Agreement

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

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

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

1. Common Understandings

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

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

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

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

7 2. In the event specialists are hired to teach certain subject matter areas, those specialists
8 would also correct papers, grade student work, and conduct necessary
9 communications regarding pupil achievement for the subject matters taught.
10

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

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

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

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

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

29 b. Team teaching in a single class.
30

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

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

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

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

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

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

/s/ _____
Auburn School District No. 408

/s/ _____
Auburn Education Association

Date

Date

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Article II. CONTRACT WAIVER REQUEST

SCHOOL/UNIT SEEKING WAIVER:

NAME OF AEA CONTACT PERSON:

PHONE:

DATE: _

A. Description of Plan Requiring the Waiver:

B. Objectives to be Accomplished by the Plan:

C. Section of the Contract to be Waived:

1
2
3
4 D. **Reasons Waiver is Necessary to Meet Objectives Above:**
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16
17 H. **Has the Building/unit Decision-making Process Been Followed in Developing**
18 **this Request?**
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31 I. **What Percentage of the AEA Represented Staff Supports This Waiver Request?**
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41 G. **Description of the Dissenting/Opposing viewpoint to the Waiver Request:**
42
43
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46

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

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

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

1 **Memorandum of Understanding**

2
3 Auburn Education Association and Auburn School District No. 408
4
5
6

7 Due to the changes made by the Auburn School District to the middle school instructional
8 model, the AEA and the ASD agree to the following:
9

- 10 1. All middle school/junior high teachers will receive 2 additional work relief days per year
11 in 2009-10 and 2010-11.
12 2. Each Language Arts teacher at the middle school level will receive 14 additional hours of
13 per diem pay per year in 2009-10 and 2010-11.
14 3. Content Fundamentals will be suspended for at least the 2009-10 and 2010-11 school
15 years.
16 4. Middle School electives teachers who have been negatively impacted due to the
17 implementation of the 2009-10 middle school model will meet with their building
18 administrator to develop a plan to address and support the needs of the elective teacher as
19 they implement the impact of the new schedule. Electives teachers who have concerns
20 with the developed plan may contact the Assistant Superintendent of Human Resources
21 or the AEA President for assistance.
22 5. The principal of each middle school will send a letter to families regarding the impact of
23 the change of the middle school model.
24
25
26

27 /s/
28 Auburn School District No. 408
29
30

/s/
Auburn Education Association

31 10/14/09
32 Date
33

10/14/09
Date

1 **Memorandum of Understanding**

2
3 **Auburn Education Association and Auburn School District No. 408**
4
5
6

7 Beginning with the 2009-10 school year, the Auburn School District has determined to no longer
8 have daily scheduled team planning time as part of the middle school model. This decision will
9 create a new middle school working environment for staff.
10

11 With the adoption of this new schedule in 2009-10; it is not the District's intent to hold any
12 middle school teacher to a higher standard based upon a previous model or to expect anything
13 outside of their normal job responsibilities. Middle School teachers will not experience any
14 adverse employment action in connection with the failure to perform duties no longer required
15 under the new model.
16

17 The discipline models that were previously employed at the middle schools were reliant on the
18 teaming model. Therefore, each middle school will develop a new discipline model that can be
19 effective and implemented by administrators and teachers without requiring teachers to track
20 individual students, create student behavior plans, coordinate student behavior plans within
21 grade levels/content areas/departments. The previous sentence does not exclude requirement
22 associated with IEP and federal mandates. Discipline plans should address assignment of after
23 school detention, Friday night school and the resulting paperwork and parent contacts that ensue.
24 These new discipline models will be completed no later than November 1, 2009, and sent to the
25 Assistant Superintendent of PK-12 Programs. The LMT will review each middle school
26 discipline plan at the next scheduled meeting after November 1, 2009.
27
28

29 /s/
30 Tim Cummings
31 Assistant Superintendent, Human Resources
32 Auburn School District
33

30 /s/
31 Cathy deJong
32 President
33 Auburn Education Association

Letter of Agreement
Between Auburn Education Association and Auburn School District No. 408

The Auburn Education Association and Auburn School District will work together via the Labor Management Team to evaluate the level and model of staffing of ELL staffing support of general education instruction of ELL students. By April 1, 2010 the LMT will make recommendation to the Association and District based on the findings of the study.

The Auburn Education Association and Auburn School District will work together in LMT to monitor additional responsibilities related to general education instruction of students with special needs and determine what additional means are needed to balance these responsibilities with overall class size concerns. By April 1, 2010 the LMT will make recommendation to the Association and District based on the findings of the study.

The Labor Management Team will create a workload matrix that will identify the responsibilities that employees have related to Curriculum, Responsibilities, Assessment, and Program.

/s/
Auburn Education Association

/s/
Auburn School District

9/15/09
Date

9/15/09
Date

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Office of the Assistant Superintendent of Human Resources
Auburn School District No. 408

TO: Cathy deJong
FROM: Tim Cummings
DATE: June 16, 2010
SUBJECT: Letter of Agreement for Learning Improvement Day and Responsibility Contract

Learning Improvement Day

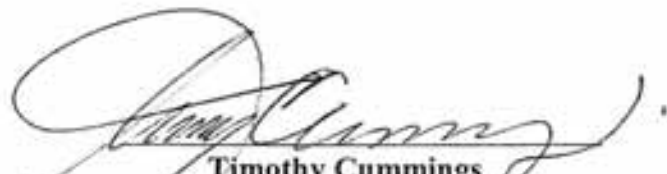
1. The District will provide 6 hours of compensation for the buildings, under the principal's/district's direction to use after hours for staff.
 - Six hours will appear under the district designated time on page 5 of the contract.

Individual Responsibility Contract

1. An addition of 14 hours of compensation to the responsibility contract will begin in September 2010, instead of waiting for the OSPI fund balance report.


Cathy deJong
AEA President

6/16/10
Date


Timothy Cummings
Assistant Superintendent of HR

6-16-10
Date

PERSONNEL--CERTIFICATED AND CLASSIFIED

1. Certificated and Classified Personnel Report

Attached is the personnel report, for certificated and classified personnel, for the board's approval.

Recommendation: That the board approve the attached report.

PERSONNEL--CERTIFICATED

Curriculum/Non-Curriculum hours

Athletic required reporting

- | | |
|---------------------|--|
| 1 . Aubert, Douglas | 10 hour(s) @ hourly rate of pay effective
6/22/2011 |
| 2 . Jones, Robert | 10 hour(s) @ hourly rate of pay effective
6/22/2011 |

Clean out classroom

- | | |
|-----------------------|---|
| 1 . Richardson, Molly | 7 hour(s) @ hourly rate of pay effective
5/22/2011 |
|-----------------------|---|

Curriculum work

- | | |
|-----------------------|--|
| 1 . Horlick, Robert | 14 hour(s) @ hourly rate of pay effective
6/1/2011 |
| 2 . Neubauer, Maureen | 14 hour(s) @ hourly rate of pay effective
6/17/2011 |
| 3 . Olson, Carolyn | 14 hour(s) @ hourly rate of pay effective
6/17/2011 |
| 4 . Priest, Kari | 14 hour(s) @ hourly rate of pay effective
6/17/2011 |
| 5 . Stapel, Maurene | 14 hour(s) @ hourly rate of pay effective
6/17/2011 |

Destiny Library Systems

- | | |
|-------------------------|---|
| 1 . Anderson, Amy | 4 hour(s) @ hourly rate of pay effective
6/22/2011 |
| 2 . Graham, Jennifer | 4 hour(s) @ hourly rate of pay effective
6/22/2011 |
| 3 . Spencer Jr., Arthur | 4 hour(s) @ hourly rate of pay effective
6/22/2011 |
| 4 . Wilson, Christine | 4 hour(s) @ hourly rate of pay effective
6/22/2011 |

Involuntary room move

- | | |
|---------------------|--|
| 1 . Carroll, Denise | 14 hour(s) @ hourly rate of pay effective
6/20/2011 |
|---------------------|--|

- | | |
|------------------------|---|
| 2 . Figueroa, Marcella | 14 hour(s) @ hourly rate of pay effective 6/20/2011 |
| 3 . Morris, Linda | 14 hour(s) @ hourly rate of pay effective 6/20/2011 |
| 4 . Schultz, Cami | 14 hour(s) @ hourly rate of pay effective 6/20/2011 |
| 5 . Voiles, Peter | 14 hour(s) @ hourly rate of pay effective 6/17/2011 |

Provide home instruction during ESY

- | | |
|---------------------|---|
| 1 . Warner, Shelley | 22 hour(s) @ hourly rate of pay effective 6/30/2011 |
|---------------------|---|

Provide therapy during ESY

- | | |
|------------------------|---|
| 1 . Blackburn, Michael | 46 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 2 . Cairney, Dawne | 68 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 3 . Gendron, Sarah | 68 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 4 . Goranson, Delci | 68 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 5 . Hogg, Elaine | 12 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 6 . Jacobsma, Amanda | 44 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 7 . Leitzke, Tamara | 24 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 8 . Llera, Kandice | 20 hour(s) @ hourly rate of pay effective 6/30/2011 |

Resignation/Retire

Assistant Principal

- | | |
|--------------------|-----------------------------------|
| 1 . Martin, Connie | effective 6/30/2011
Relocation |
|--------------------|-----------------------------------|

Teacher

1. Korlann, Sandra effective 6/20/2011
Retirement
2. Stone, Juanita effective 6/21/2011
Employment elsewhere

PERSONNEL--CLASSIFIED

Curriculum/Non-Curriculum hours

Camp Auburn - Special Kids

- | | |
|-------------------|---|
| 1. Reifert, Vicki | As needed effective 6/17/2011
Stipend - \$696.29 |
|-------------------|---|

Finish data entry for CIS reports

- | | |
|-----------------|---|
| 1. Lykins, Judy | 6 hour(s) @ hourly rate of pay effective
6/20/2011 |
|-----------------|---|

Office - Extra hours

- | | |
|---------------------|--|
| 1. Guisinger, Sloan | 18 hour(s) @ hourly rate of pay effective
6/6/2011 |
| 2. Wade, Susan | 7.5 hour(s) @ hourly rate of pay effective
6/6/2011 |

Office Manager

- | | |
|-----------------|--|
| 1. Rice, Sheryl | As needed @ hourly rate of pay effective
7/1/2011
Extra hours - Summer as needed |
|-----------------|--|

Provide services for ESY

- | | |
|------------------------|--|
| 1. Bell, Kathy | 26 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 2. Betts, Cheryl | 24 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 3. Farr, Brooks | 50 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 4. Goranson, Bailey | 50 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 5. Hart, Jay | 50 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 6. Hernandez, Brittany | 50 hour(s) @ hourly rate of pay effective
6/30/2011 |
| 7. Raegen, Jesse | 50 hour(s) @ hourly rate of pay effective
6/30/2011 |

- | | |
|-------------------------|---|
| 8 . Sheehan, Lori | 50 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 9 . Spyksma, Cali | 50 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 10 . Spyksma, Carita | 50 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 11 . Strickland, Brandy | 50 hour(s) @ hourly rate of pay effective 6/30/2011 |
| 12 . Vest, Cathleen | 50 hour(s) @ hourly rate of pay effective 6/30/2011 |

Senior video DVDs

- | | |
|------------------|--|
| 1 . Zelenak, Ean | As needed effective 6/15/2011
Stipend - \$300 |
|------------------|--|

Staff training - ELL

- | | |
|---------------------|--|
| 1 . Casanova, Donna | 1 hour(s) @ hourly rate of pay effective 6/16/2011 |
|---------------------|--|

Summer feeding program - Assistant cook

- | | |
|-------------------|--|
| 1 . Allen, Tracie | As needed @ hourly rate of pay effective 6/22/2011 |
| 2 . Floyd, Sharon | As needed @ hourly rate of pay effective 6/22/2011 |
| 3 . Hunter, Pilar | As needed @ hourly rate of pay effective 6/22/2011 |

Summer feeding program - Kitchen assistant

- | | |
|------------------------|--|
| 1 . Aguinaldo, Yolanda | As needed @ hourly rate of pay effective 6/22/2011 |
| 2 . Brown, Lisa | As needed @ hourly rate of pay effective 6/22/2011 |
| 3 . Dehnert, Amber | As needed @ hourly rate of pay effective 6/22/2011 |
| 4 . Dube, Debra | As needed @ hourly rate of pay effective 6/22/2011 |

5 . Estrada, Susanne	As needed @ hourly rate of pay effective 6/22/2011
6 . Fogarty, Delia	As needed @ hourly rate of pay effective 6/22/2011
7 . Freeman, Janie	As needed @ hourly rate of pay effective 6/22/2011
8 . Garza, Stephanie	As needed @ hourly rate of pay effective 6/22/2011
9 . Gieszler, Kathleen	As needed @ hourly rate of pay effective 6/22/2011
10 . Gilbert, Tammy	As needed @ hourly rate of pay effective 6/22/2011
11 . Isham, Jennifer	As needed @ hourly rate of pay effective 6/22/2011
12 . Kumar, Rajni	As needed @ hourly rate of pay effective 6/22/2011
13 . Lindsey, Heidi	As needed @ hourly rate of pay effective 6/22/2011
14 . McLaughlin, Anne	As needed @ hourly rate of pay effective 6/22/2011
15 . Millard, Teresa	As needed @ hourly rate of pay effective 6/22/2011
16 . Nawaz, Rizwana	As needed @ hourly rate of pay effective 6/22/2011
17 . Newman, Kristi	As needed @ hourly rate of pay effective 6/22/2011
18 . Rockey, Susanna	As needed @ hourly rate of pay effective 6/22/2011
19 . Rogers, Doreen	As needed @ hourly rate of pay effective 6/22/2011
20 . Sandstrom, Shannon	As needed @ hourly rate of pay effective 6/22/2011
21 . Schunzel, Tammy	As needed @ hourly rate of pay effective 6/22/2011

- | | |
|-------------------------|--|
| 22 . Serna, Dawn | As needed @ hourly rate of pay effective 6/22/2011 |
| 23 . Torgison, Jennifer | As needed @ hourly rate of pay effective 6/22/2011 |
| 24 . Voss, Lindsey | As needed @ hourly rate of pay effective 6/22/2011 |
| 25 . Ward, Mechelle | As needed @ hourly rate of pay effective 6/22/2011 |
| 26 . White, Evangeline | As needed @ hourly rate of pay effective 6/22/2011 |

Summer feeding program - Kitchen manager

- | | |
|--------------------------|--|
| 1 . Aguinaldo, Yolanda | As needed @ hourly rate of pay effective 6/22/2011 |
| 2 . Bernier, Leona | As needed @ hourly rate of pay effective 6/22/2011 |
| 3 . McMichael, Rebecca | As needed @ hourly rate of pay effective 6/22/2011 |
| 4 . Nawaz, Rizwana | As needed @ hourly rate of pay effective 6/22/2011 |
| 5 . Nielsen-Homan, Janet | As needed @ hourly rate of pay effective 6/22/2011 |
| 6 . Smith, Melody | As needed @ hourly rate of pay effective 6/22/2011 |
| 7 . Stroomer, Claudia | As needed @ hourly rate of pay effective 6/22/2011 |
| 8 . Warren, Lorie | As needed @ hourly rate of pay effective 6/22/2011 |

Summer feeding program - Monitor

- | | |
|-------------------|--|
| 1 . Ball, Loretta | As needed @ hourly rate of pay effective 6/22/2011 |
|-------------------|--|

Summer feeding program - Office manager

- | | |
|-------------------|---|
| 1 . Gates, Tamara | @ hourly rate of pay effective 7/1/2011 |
|-------------------|---|

2. Pfaller, Lorraine As needed @ hourly rate of pay effective
7/1/2011

Summer feeding program - Student helper

1. Ball, Ryan As needed @ hourly rate of pay effective
6/22/2011

2. Isham, Emily As needed @ hourly rate of pay effective
6/22/2011

Summer food academy - Assistant

1. McCarty, Krystal As needed @ hourly rate of pay effective
6/27/2011

2. McLaughlin, Melyssa As needed @ hourly rate of pay effective
6/27/2011

Summer food academy - Manager

1. Nielsen-Homan, Janet As needed @ hourly rate of pay effective
6/27/2011

Training - GOLD

1. Keene, Jane 16 hour(s) @ hourly rate of pay effective
6/27/2011

Student Helper

IT Intern

1. Rivera, Bryan 350 hour(s) @ hourly rate of pay effective
7/5/2011

BUILDING PROGRAM

1. Pool and Stadium Improvements Project

Attached is a copy of Change Order No. 2 for the Pool and Stadium Improvements project which should be considered to permit a change in the construction contract.

Original Contract	\$2,369,500.00
Previously Approved	26,605.00
Change Order No. 2	+\$ 2,684.00
New Contract Amount	<u>\$2,398,789.00</u>

Jeffrey Grose, executive director of capital projects, will be present to recommend acceptance of this change order.

Recommendation:	That Change Order No. 2 be accepted for the Pool and Stadium Improvements project and the contract amount be increased by \$2,684.00 for a new contract amount of \$2,398,789.00.
-----------------	---

Change Order

PROJECT:	Pool and Stadium Improvements 516 and 801 Fourth Street NE Auburn, WA 98002	CHANGE ORDER NO.:	2
		DATE:	June 29, 2011
TO CONTRACTOR:	Jones and Roberts Company P.O. Box 1488 Olympia, WA 98507	CONTRACT DATED:	April 29, 2011
		ARCHITECT'S PROJECT NO.:	10.48

The Contract is changed as follows:

1.	CCA No. 012 – Separate Power to Groundwater Pump and Alarms	Add	\$ 640.00
2.	CCA No. 018 Seal Crack between Pool Side and Bottom	Add	\$ 1,770.00
3.	CCA No. 027 Add Dowels and Epoxy	Add	\$ 274.00


The original Contract Sum was	\$ 2,369,500.00
Net change by previously authorized Change Orders	\$ 26,605.00
The Contract Sum prior to this Change Order was	\$ 2,396,105.00
The Contract Sum will be increased by this change order	\$ 2,684.00
The new Contract Sum including this Change Order will be	\$ 2,398,789.00

The Contract Time will be remain unchanged by 0 days
The dates of Substantial Completion as of the date of this Change Order therefore are August 12 and 19, 2011.

BLRB Architects
1250 Pacific Avenue, Suite 700
Tacoma, WA 98402

Auburn School District #408
915 Fourth Street N.E.
Auburn, WA 98002

Jones and Roberts Company
P.O. Box 1488
Olympia, WA 98507

By: Casey Moore 

By:

By: 

Date: 6/29/11

Date:

Date: 6-30-11

FINANCE

1. Vouchers

Vouchers will be presented.

Recommendation: That these vouchers be signed.

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of July 11, 2011, the board, by a _____ vote, does approve for payment those checks (warrants) included in the following list and further described as follows: US Bank of Washington
Check Number 400728 through 400935
in the total amount of \$860,024.57.

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
400728	*NORTHWEST BENEFIT NETWORK	07/11/2011	14.00
400729	911 ETC INC	07/11/2011	328.86
400730	A T S AUTOMATION INC	07/11/2011	987.89
400731	ADI	07/11/2011	168.52
400732	ALPAC ELEM	07/11/2011	418.22
400733	AMERICAN PRODUCE EXPRESS LLC	07/11/2011	1,117.80
400734	ANS OF WASHINGTON INC	07/11/2011	50.00
400735	AT & T	07/11/2011	49.39
400736	AUBURN MOUNTAINVIEW H S	07/11/2011	126.78
400737	AUBURN RIVERSIDE HS CULINARY A	07/11/2011	1,495.00
400738	AUBURN SCHOOL DIST 408 **	07/11/2011	176.00
400739	AUBURN SCHOOL DIST CHILD NUTR*	07/11/2011	738.03
400740	AUBURN SENIOR HIGH CULINARY AR	07/11/2011	279.00
400741	BANC OF AMERICA LEASING	07/11/2011	3,959.19
400742	BARNES DISTRIBUTION	07/11/2011	487.49
400743	BATES, LEROY	07/11/2011	445.85
400744	BLICK ART MATERIALS	07/11/2011	186.75

Check Nbr	Vendor Name	Check Date	Check Amount
400745	BLUMENTHAL UNIFORMS & EQUIPMEN	07/11/2011	142.34
400746	BRADBURY, MOLLY LENNONROSANA	07/11/2011	10.00
400747	BUILDERS HARDWARE & SUPPLY CO	07/11/2011	3.66
400748	CAREERSTAFF UNLIMITED INC	07/11/2011	11,056.00
400749	CARPINITO BROTHERS INC	07/11/2011	2,044.10
400750	CASTLE PARK LLC	07/11/2011	155.08
400751	CENGAGE LEARNING	07/11/2011	8.28
400752	CHAPMAN, JENNIFER D	07/11/2011	17.20
400753	CHARLIES PRODUCE	07/11/2011	1,782.15
400754	CHILDRENS BOOKSHOP	07/11/2011	399.63
400755	CLAUSEN, VICTORIA	07/11/2011	642.00
400756	COASTWIDE LABORATORIES	07/11/2011	91.39
400757	COMCAST	07/11/2011	59.95
400758	CORREA, BRANDEN MATHEW	07/11/2011	100.25
400759	CUMMINS NW LLC	07/11/2011	2,822.17
400760	DAIRY FRESH FARMS INC	07/11/2011	20,487.60
400761	DATA MANAGEMENT INC	07/11/2011	2,955.88
400762	DELL MARKETING LP % DELL USA L	07/11/2011	537.56
400763	DEPT OF GENERAL ADMINISTRATION	07/11/2011	1,000.00
400764	DESIGN AIR LTD	07/11/2011	212.80
400765	DIAZ, FRANCISCO	07/11/2011	46.00
400766	DIGITAL RIVER EDUCATION SERVIC	07/11/2011	228.80
400767	DISHNETWORK	07/11/2011	33.79
400768	EBS HEALTHCARE STAFFING SERVIC	07/11/2011	4,590.00
400769	ESCAMILLA, MARIA	07/11/2011	75.00

Check Nbr	Vendor Name	Check Date	Check Amount
400770	FERGUSON ENTERPRISES INC	07/11/2011	83.68
400771	FLEETPRIDE	07/11/2011	459.26
400772	FOOD SERVICES OF AMERICA	07/11/2011	61,523.68
400773	FRANZ FAMILY BAKERIES	07/11/2011	2,052.31
400774	FULL COMPASS SYSTEMS LTD	07/11/2011	1,427.67
400775	GOPHER SPORT	07/11/2011	15.25
400776	GOROKHOVSKIY, VITALIY PETROVIC	07/11/2011	15.50
400777	GOSNEY MOTOR PARTS INC	07/11/2011	1,163.30
400778	GOVCONNECTION INC	07/11/2011	78.30
400779	GRAINGER DEPT 810392688	07/11/2011	1,111.23
400780	GREVE, TERRA	07/11/2011	119.34
400781	GROUP HEALTH COOPERATIVE	07/11/2011	9.10
400782	GUARDIAN SECURITY SYSTEMS INC	07/11/2011	1,502.00
400783	GUTIERREZ-GONZALEZ, ARLETTE	07/11/2011	649.95
400784	HAGGEN INC	07/11/2011	335.80
400785	HARTNESS, ADRIANE	07/11/2011	3,862.50
400786	HD FOWLER COMPANY INC	07/11/2011	26.92
400787	HEALTH VENTURE	07/11/2011	1,968.75
400788	HERTZ EQUIPMENT RENTAL CORPORA	07/11/2011	604.45
400789	HIGHLINE COMMUNITY COLLEGE	07/11/2011	44,910.29
400790	HOLM, CYNTHIA	07/11/2011	311.11
400791	HOLZWORTH, SHAWNA MARIE	07/11/2011	260.10
400792	HOMNICK CRAIG	07/11/2011	199.00
400793	HULST, THOMAS RICHARD	07/11/2011	942.50
400794	INDUSTRIAL CASTER & WHEEL CO	07/11/2011	205.66

Check Nbr	Vendor Name	Check Date	Check Amount
400795	INTERWEST RECYCLE & LANDSCAPIN	07/11/2011	337.34
400796	JOHNSTONE SUPPLY	07/11/2011	185.22
400797	JOSTENS INC	07/11/2011	1,129.85
400798	JUNIOR ACHIEVEMENT OF WASH	07/11/2011	1,860.00
400799	JW PEPPER & SON INC	07/11/2011	246.39
400800	K & L GATES LLP	07/11/2011	1,463.50
400801	KING COUNTY DIRECTORS ASSN	07/11/2011	4,066.46
400802	KING COUNTY VOCATIONAL ADMIN	07/11/2011	450.00
400803	KIRKLAND, TIM	07/11/2011	285.00
400804	LANGUAGE CONNECTION LLC	07/11/2011	251.50
400805	LEADER SERVICES INC	07/11/2011	1.40
400806	LEITZ TOOLING SYSTEMS INC	07/11/2011	92.00
400807	LOGAN, AMY	07/11/2011	171.27
400808	LOWES HIW INC	07/11/2011	1,566.20
400809	LRP PUBLICATIONS	07/11/2011	195.00
400810	MACGILL & CO	07/11/2011	58.20
400811	MAXIM STAFFING SOLUTIONS	07/11/2011	253.46
400812	MCNERNEY, BRANDI	07/11/2011	175.36
400813	MICONTROLS INC	07/11/2011	226.06
400814	MUCKLESHOOT INDIAN TRIBE	07/11/2011	65.00
400815	NATIONAL MIDDLE SCHOOL ASSN	07/11/2011	6,781.23
400816	NICHOLS, KENNETH	07/11/2011	74.00
400817	NIELSEN, MARCELLA	07/11/2011	10.25
400818	NW SPEECH PLUS PLLC	07/11/2011	6,240.00
400819	NW TEXTBOOK DEPOSITORY	07/11/2011	26,590.46

Check Nbr	Vendor Name	Check Date	Check Amount
400820	OSPI AGENCY ACCOUNTING	07/11/2011	21,323.38
400821	OSPI CHILD NUTRITION SERV	07/11/2011	21,272.23
400822	PACIFIC LUTHERAN UNIV ACCTS/RE	07/11/2011	788.00
400823	PACIFIC COAST DOOR & MOULDING	07/11/2011	75.42
400824	PARKER PAINT MFG CO INC	07/11/2011	1,787.69
400825	PIERCE COLLEGE	07/11/2011	1,530.78
400826	PLATT ELECTRIC	07/11/2011	403.18
400827	PRAXAIR DISTRIBUTION INC	07/11/2011	220.18
400828	PROGRESSUS THERAPY INC	07/11/2011	22,938.53
400829	PUGET SOUND ESD	07/11/2011	3,875.00
400830	PUGET SOUND ENERGY ELECTRIC	07/11/2011	114,367.59
400831	PUGET SOUND ENERGY NAT GAS	07/11/2011	9,266.62
400832	QWEST	07/11/2011	2,934.42
400833	REMEDIA PUBLICATIONS INC	07/11/2011	254.10
400834	RIDDELL ALL AMERICAN SPORTS CO	07/11/2011	916.22
400835	RISDON, VERA J	07/11/2011	1,012.50
400836	RUIZ-CALDERON, MARIA	07/11/2011	132.95
400837	SAUTER, CANDY	07/11/2011	20.00
400838	SCHETKY NW SALES INC	07/11/2011	312.81
400839	SEATTLE COMM COLLEGE DISTRICT	07/11/2011	1,530.78
400840	SEATTLE UNIVERSITY	07/11/2011	2,000.00
400841	SHARP BUSINESS SYSTEMS	07/11/2011	4.91
400842	SIDORENKO, OLEG V	07/11/2011	16.00
400843	SPANN, CECILY	07/11/2011	278.46
400844	SPEECH CONNECTIONS	07/11/2011	7,672.36

Check Nbr	Vendor Name	Check Date	Check Amount
400845	SPRINT	07/11/2011	161.54
400846	STAPLES ADVANTAGE	07/11/2011	3,801.01
400847	SUMNER SCHOOL DIST #320	07/11/2011	1,145.00
400848	SUPERIOR FIRE ELECTRIC INC	07/11/2011	2,190.00
400849	TACOMA COMMUNITY COLLEGE ED	07/11/2011	200.19
400850	TACOMA PIERCE CO VOLLEYBALL	07/11/2011	439.03
400851	TACOMA SCREW PRODUCTS INC	07/11/2011	161.01
400852	TAUZER, PAUL	07/11/2011	22.95
400853	THERMAL SUPPLY INC	07/11/2011	600.63
400854	TMA SYSTEMS LLC	07/11/2011	5,979.00
400855	UNIFIRST CORPORATION	07/11/2011	532.15
400856	UNIV OF OREGON CENTER ON TEACH	07/11/2011	115.00
400857	VALLEY COMMUNICATIONS CENTER	07/11/2011	120.00
400858	WALMART SAMS CLUB	07/11/2011	280.80
400859	WASH ASSN SCHOOL BUSINESS OFFI	07/11/2011	1,549.00
400860	WASH FLORAL SERVICE	07/11/2011	803.68
400861	WASTE MANAGEMENT RECYCLE COMPA	07/11/2011	396.97
400862	WEA/APA FUND - COBRA	07/11/2011	1,909.45
400863	WESTERN BUS SALES	07/11/2011	13.45
400864	WESTERN FACILITY SUPPLY	07/11/2011	2.84
400865	WHITE RIVER VALLEY MUSEUM	07/11/2011	948.00
400866	WHIZZ EDUCATION INC	07/11/2011	1,653.13
400867	WILBUR ELLIS COMPANY	07/11/2011	59.13
400868	WOLFE, UNA PILIALOHA	07/11/2011	4,370.00
400869	WORLD LANGUAGE SERVICES	07/11/2011	94.95

Check Nbr	Vendor Name	Check Date	Check Amount
400870	YAKOBCHUK, ALEKSANDR L	07/11/2011	12.45
400871	CLEARWAY SIGNS	07/11/2011	1,850.00
400872	DELL MARKETING LP % DELL USA L	07/11/2011	1,552.71
400873	GOVCONNECTION INC	07/11/2011	100.36
400874	HEWLETT PACKARD COMPANY ACCTS/	07/11/2011	1,024.92
400875	JONES & ROBERTS COMPANY	07/11/2011	242,389.00
400876	LINCOLN CONSTRUCTION INC	07/11/2011	57,161.50
400877	MICRO COMPUTER SYSTEMS INC	07/11/2011	878.39
400878	ORION SYSTEMS	07/11/2011	8,738.10
400879	ALICE OCTAVIA FLORAL SHOPPE	07/11/2011	175.20
400880	AMERICAN PRINTING & PUBLISHING	07/11/2011	7,476.00
400881	AUBURN MOUNTAINVIEW H S	07/11/2011	283.00
400882	AUBURN SCHOOL DIST 408 **	07/11/2011	4,595.39
400883	ASSOCIATION OF WASH SCHOOL PRI	07/11/2011	11,590.00
400884	BISHOP, DWIGHT	07/11/2011	35.00
400885	BRAND ATHLETICS	07/11/2011	636.58
400886	BUSHAW, PARKER AND WESTERN WAS	07/11/2011	1,000.00
400887	DECARTERET DESIGNS LLC	07/11/2011	301.00
400888	DICK POND ATHLETICS INC	07/11/2011	1,931.00
400889	DODD, JANINE MARIE	07/11/2011	309.64
400890	DOMINOS PIZZA-7113	07/11/2011	253.83
400891	DUGANS INCORPORATED	07/11/2011	2,012.78
400892	FOOD SERVICES OF AMERICA	07/11/2011	124.71
400893	FUNRENT	07/11/2011	2,981.39
400894	GODFATHERS PIZZA INC	07/11/2011	190.52

Check Nbr	Vendor Name	Check Date	Check Amount
400895	GREEN RIVER MUSIC EDUCATORS AS	07/11/2011	440.00
400896	HAGGEN INC	07/11/2011	254.59
400897	HARRISON, ERIC	07/11/2011	32.00
400898	HERFF JONES YEAR BOOK PAYMENTS	07/11/2011	1,484.31
400899	HESELGRAVE INTERNATIONAL	07/11/2011	2,470.88
400900	HOUSEWRECKIN PRODUCTIONS	07/11/2011	500.00
400901	IMAGE MASTERS INC	07/11/2011	1,544.64
400902	JONES, TARYN AND UNIV OF WASHI	07/11/2011	750.00
400903	JOSTENS	07/11/2011	205.86
400904	KOPP, BRIANNE AND CENTRAL WASH	07/11/2011	750.00
400905	KROGER DBA FRED MEYER	07/11/2011	49.30
400906	LANE, ANNETTE J	07/11/2011	100.00
400907	LEE, JULIANA	07/11/2011	35.00
400908	LIFETOUCH NSS	07/11/2011	579.41
400909	LOWES HIW INC	07/11/2011	850.15
400910	MERRY MAKERS INC	07/11/2011	327.41
400911	MUSIC THEATRE INTERNATIONAL	07/11/2011	15.00
400912	NIX, TARA AND CENTRAL WASH UNI	07/11/2011	500.00
400913	NW BASEBALL UMPIRE ASSN	07/11/2011	993.12
400914	NW INK INC	07/11/2011	269.64
400915	PACIFIC PUBLISHING COMPANY	07/11/2011	816.72
400916	PETERSEN, SCOTT	07/11/2011	395.00
400917	PRAXAIR DISTRIBUTION INC	07/11/2011	36.50
400918	SHIRT SUPPLIER	07/11/2011	293.29
400919	SKILLSUSA WASHINGTON	07/11/2011	1,040.00

Check Nbr	Vendor Name	Check Date	Check Amount
400920	SOUTH PUGET SOUND LEAGUE WATER	07/11/2011	1,992.00
400921	SPORT PINS INTERNATIONAL INC	07/11/2011	416.95
400922	STT SPORTS LETTERING	07/11/2011	201.21
400923	TACOMA PIERCE CO VOLLEYBALL	07/11/2011	2,011.38
400924	TATE, CRYSTAL	07/11/2011	200.00
400925	TAYLOR PUBLISHING COMPANY	07/11/2011	5,963.01
400926	TD SPORTSWEAR	07/11/2011	502.89
400927	WALMART SAMS CLUB	07/11/2011	268.48
400928	WASH INTERSCHOLASTIC ACTIVITY	07/11/2011	142.50
400929	WASH MUSIC EDUCATION ASSN	07/11/2011	118.00
400930	WASH STATE HISTORY MUSEUM	07/11/2011	308.00
400931	WEST COAST AWARDS & ATHLETICS	07/11/2011	3,421.23
400932	WHITE RIVER VALLEY MUSEUM	07/11/2011	268.00
400933	WHITNEY, CARLY AND WASHINGTON	07/11/2011	750.00
400934	WINNING SEASONS	07/11/2011	498.41
400935	WONG, MICHAEL AND CHAPMAN UNIV	07/11/2011	1,000.00
208	Computer	Check(s) For a Total of	860,024.57

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	208	Computer	Checks For a Total of	860,024.57
Total For	208	Manual, Wire Tran, ACH & Computer Checks		860,024.57
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		860,024.57

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	4,330.15	1,170.62	474,137.90	479,638.67
20	Capital Projects	-9.53	0.00	313,704.51	313,694.98
40	ASB FUND	-391.30	2,761.39	64,320.83	66,690.92

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of July 11, 2011, the board, by a _____ vote, does in the total amount of \$0.00.

Secretary _____	Board Member _____
Board Member _____	Board Member _____
Board Member _____	Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
201000656	AA PARTY RENTALS	07/11/2011	990.97
201000657	ARAMARK UNIFORM SERVICES	07/11/2011	53.76
201000658	BAUDVILLE	07/11/2011	302.69
201000659	CDW GOVERNMENT INC	07/11/2011	580.58
201000660	COASTWIDE LABORATORIES	07/11/2011	9,167.85
201000661	DELUXE FOR BUSINESS	07/11/2011	377.34
201000662	DYNAMIC LANGUAGE CENTER INC	07/11/2011	247.23
201000663	FIRE ONE INC	07/11/2011	1,190.65
201000664	FURNEY'S NURSERY INC	07/11/2011	486.97
201000665	GENSCO INC	07/11/2011	437.86
201000666	JOHNSTONE SUPPLY	07/11/2011	136.67
201000667	MAGNUM PRINT SOLUTIONS	07/11/2011	190.53
201000668	MICONTROLS INC	07/11/2011	168.97
201000669	OFFICE DEPOT INC	07/11/2011	194.14
201000670	KONICA MINOLTA BUSINESS SOLUTI	07/11/2011	25,288.89
201000670	KONICA MINOLTA BUSINESS SOLUTI	07/11/2011	41,696.70
201000671	A T S AUTOMATION INC	07/11/2011	919.80
201000672	CAPITOL CITY PRESS	07/11/2011	2,342.35
201000673	FIRE ONE INC	07/11/2011	2,188.15

Check Nbr	Vendor Name	Check Date	Check Amount
201000674	GENSCO INC	07/11/2011	64.13
201000675	JOHNSTONE SUPPLY	07/11/2011	146.71
201000676	NCS PEARSON INC	07/11/2011	985.50
201000679	ARES SPORTSWEAR	07/11/2011	371.32
201000680	EXPERIENCE MUSIC PROJECT	07/11/2011	773.75
201000681	HERFF JONES YEAR BOOK PAYMENTS	07/11/2011	20,190.19
201000682	COMFORT SUITES MOSES LAKE	07/11/2011	632.94
201000683	CALLOWAY HOUSE INC	07/11/2011	396.68
201000684	LAKESHORE LEARNING MATERIALS	07/11/2011	608.28
201000685	TECHNOLOGY EXPRESS	07/11/2011	1,369.66
29	Wire Transfer Check(s) For a Total of		112,501.26

0	Manual	Checks For a Total of	0.00
29	Wire Transfer	Checks For a Total of	112,501.26
0	ACH	Checks For a Total of	0.00
0	Computer	Checks For a Total of	0.00
Total For 29	Manual, Wire Tran, ACH & Computer Checks		112,501.26
Less 0	Voided	Checks For a Total of	0.00
Net Amount			112,501.26

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	9,291.94	0.00	81,241.12	90,533.06
40	ASB FUND	-35.28	0.00	22,003.48	21,968.20

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of July 11, 2011, the board, by a _____ vote, does approve for payment those checks (warrants) included in the following list and further described as follows: AP Direct Dep Settlement Accou
Check Number 101101956 through 101102100
in the total amount of \$93,771.17.

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Check Amount
101101956	A LEARNING SOLUTION	07/11/2011	2,040.00
101101957	ACADEMIC LINK OUTREACH	07/11/2011	2,983.75
101101958	ADAMS, DARIN	07/11/2011	234.93
101101959	ADAMS, JENNIFER K	07/11/2011	38.25
101101960	ALIYEVA, NAILA	07/11/2011	25.19
101101961	ANDERSON, TERESA May	07/11/2011	500.00
101101962	BAYER, JAMES L	07/11/2011	14.48
101101963	BAYLISS, BONNIE FANNIN	07/11/2011	75.39
101101964	BAZRAFKAN, JILA E	07/11/2011	500.00
101101965	BERG, BARBARA Diane	07/11/2011	77.88
101101966	BRANESKY, JEAN C	07/11/2011	37.79
101101967	BROWN, GREGORY S	07/11/2011	40.60
101101968	BURCHATZ, KEVIN Scott	07/11/2011	92.10
101101969	BURT, TIFFANY ANN	07/11/2011	41.82
101101970	BURTON, CONNIE L	07/11/2011	46.41
101101971	CALKINS, DEBORAH Marie	07/11/2011	57.80
101101972	CAMPBELL, JULIE D	07/11/2011	29.35

Check Nbr	Vendor Name	Check Date	Check Amount
101101973	CANNON, BONNIE Christine	07/11/2011	500.00
101101974	CARLSON, BRITTANY G	07/11/2011	196.93
101101975	CARRIZOSA, CARLA	07/11/2011	7.14
101101976	CARROLL, CYNTHIA LOUISE	07/11/2011	87.16
101101977	CAVANAUGH, KATHRYN ROSE	07/11/2011	9.03
101101978	COLBURN, SALLY ANNE	07/11/2011	168.22
101101979	COLLIER, DIANE Marie	07/11/2011	93.52
101101980	COX, AMBER R	07/11/2011	235.00
101101981	CRACE, CLARK Ray	07/11/2011	124.19
101101982	CURTIN, JESSAMYN ALLEYNE	07/11/2011	93.33
101101983	DALOS, HARRIETT METZLER	07/11/2011	217.26
101101984	DEPT OF REVENUE STATE OF WASH	07/11/2011	2,126.32
101101985	DISBROW, LAUREL J	07/11/2011	37.34
101101986	DUBAY, STEVEN RICHARD	07/11/2011	33.20
101101987	FAGER, ELSA Topacio	07/11/2011	23.77
101101988	FAWVER, RICHARD ALLEN	07/11/2011	41.62
101101989	FIGUEROA, MARCELA	07/11/2011	188.11
101101990	FISHER, ANNE ELIZABETH	07/11/2011	699.53
101101991	FULLERTON, SEAN PATRICK	07/11/2011	234.00
101101992	GALLAGHER, LINDSEY KAY	07/11/2011	39.47
101101993	GASTON, SONIA LEE	07/11/2011	41.47
101101994	GIBSON-MYERS, ELIZABETH Ann	07/11/2011	44.53
101101995	GOAD, PATRICIA Kim	07/11/2011	393.80
101101996	GOODSPEED, DEANN	07/11/2011	240.45
101101997	HAGEDORN, BARBARA Beane	07/11/2011	48.30

Check Nbr	Vendor Name	Check Date	Check Amount
101101998	HANSON, CAROL Lynn	07/11/2011	61.63
101101999	HARR, JEANNE M	07/11/2011	325.00
101102000	HELM, LYNNE DEE	07/11/2011	29.58
101102001	HERING-PHILLIPS, CAROL S	07/11/2011	3.98
101102002	HETTERLY, ELAINE M	07/11/2011	114.48
101102003	HIGHLINE TUTORING & TESTING CE	07/11/2011	405.00
101102004	HUGHES, SHARON	07/11/2011	119.74
101102005	HUMMELL, SEAN MICHAEL	07/11/2011	5.10
101102006	IVES, KIMBERLY J	07/11/2011	91.14
101102007	JACKOWSKI, ERIN ANDREWS	07/11/2011	102.82
101102008	JACOBSMA, AMANDA CHRISTINE	07/11/2011	50.29
101102009	JENKS, KAREN E	07/11/2011	270.00
101102010	JENNINGS, MELANIE Alice	07/11/2011	140.76
101102011	JORDAN, GARY D	07/11/2011	218.49
101102012	KEEFE, REBECCA Lynn	07/11/2011	48.96
101102013	KEENE, JANE RENEE	07/11/2011	16.83
101102014	KERR, WARREN Douglas	07/11/2011	90.00
101102015	KESSLER, CHELSI MARIE	07/11/2011	104.12
101102016	KING, DENISE DAWN	07/11/2011	28.46
101102017	KNAPP, BARBARA Jean	07/11/2011	155.39
101102018	LEWIS, PAUL M	07/11/2011	40.67
101102019	LOBDELL, KATHY KAY	07/11/2011	235.51
101102020	LOGAN, CAROL Robin	07/11/2011	15.30
101102021	LUKE, RODNEY John	07/11/2011	20.00
101102022	MARAR, SVETLANA NIKOLAYEVNA	07/11/2011	36.72

Check Nbr	Vendor Name	Check Date	Check Amount
101102023	MASON, JERI LYNN	07/11/2011	155.48
101102024	MATSUNO, MAKI	07/11/2011	240.59
101102025	MAYER, MARGARET S	07/11/2011	270.14
101102026	MCCANN, VALLERY	07/11/2011	151.91
101102027	MCCAUSLAND, ANGELA KARON	07/11/2011	25.70
101102028	MCCONNELL, DEVAUNNA Ginger	07/11/2011	30.60
101102029	MCKEEHAN, JANALYN Richins	07/11/2011	275.00
101102030	MELIUS, KIMBERLY	07/11/2011	458.49
101102031	MILLARD, DENNIS B	07/11/2011	80.00
101102032	MILLARD, TERESA Claire	07/11/2011	22.00
101102033	MOENTER, BENJAMIN T	07/11/2011	397.20
101102034	MULICK, PATRICK James	07/11/2011	36.31
101102035	NELSON, KIMBERLY E	07/11/2011	31.03
101102036	NOVOTNEY, SARAH N	07/11/2011	11.73
101102037	NUGENT, TYLER	07/11/2011	38.61
101102038	PETRIE, DELLA J	07/11/2011	21.62
101102039	PETRINA, TAMI	07/11/2011	590.76
101102040	PIZZA TIME	07/11/2011	954.96
101102041	PRATT, ROBIN J	07/11/2011	69.63
101102042	RAMIREZ-DILLARD, REBECCA A	07/11/2011	31.82
101102043	RAYBURN, COLLEEN S mcgilvray	07/11/2011	475.00
101102044	REICHERTER, TROY ALAN	07/11/2011	240.00
101102045	RIDGEWAY, LEIANNA ELIZABETH	07/11/2011	42.08
101102046	RITTER, ROBIN	07/11/2011	12.70
101102047	ROBINSON, SANDRA Marlene	07/11/2011	34.17

Check Nbr	Vendor Name	Check Date	Check Amount
101102048	ROBLE, MICHELLE MARIE	07/11/2011	199.00
101102049	SAMUELSON, JENNIFER M	07/11/2011	12.65
101102050	SAXON, JAN K	07/11/2011	25.55
101102051	SHU-MINUTOLI, KAREN	07/11/2011	22.95
101102052	SKIFF, CARL Leonard	07/11/2011	62.98
101102053	SNYDER, LYNNE KATHERINE	07/11/2011	244.72
101102054	STAFFORD, DAVID Lee	07/11/2011	1,661.71
101102055	STEVENSON, PAMELA V	07/11/2011	59.44
101102056	SULLIVAN, FRANCINE A	07/11/2011	225.00
101102057	SWEENEY, DEVAN MARIE	07/11/2011	32.09
101102058	TRAVIS, STEPHANIE JANE	07/11/2011	500.00
101102059	TURNER, MEGAN DENISE	07/11/2011	28.67
101102060	US BANK CORP PAYMENT SYSTEMS P	07/11/2011	45,217.04
101102061	US BANK CORP PAYMENT SYSTEM TR	07/11/2011	3,869.73
101102062	VANNICE, SANDRA Lee	07/11/2011	63.90
101102063	VOILES, PETER Gordon	07/11/2011	53.24
101102064	WARNER, SHELLEY S	07/11/2011	12.24
101102065	WATSON, KENNETH GREGORY	07/11/2011	60.00
101102066	WICKENS, JAMES C	07/11/2011	177.48
101102067	WICKSTROM, ERIN L	07/11/2011	202.97
101102068	WICKSTROM, SCOTT	07/11/2011	199.00
101102069	WIEGAND, MARILYN DOREEN	07/11/2011	35.04
101102070	WILKINSON, LISA M	07/11/2011	13.12
101102071	WILSON, CHRISTINE L	07/11/2011	260.00
101102072	WOLDENBERG, WENDY S	07/11/2011	133.52

Check Nbr	Vendor Name	Check Date	Check Amount
101102073	WOOLERY, MICHELLE MARIE	07/11/2011	180.92
101102074	ZAREMBA, STACEY Lynise	07/11/2011	13.26
101102075	ZIMMERMAN, RICHARD A	07/11/2011	142.07
101102076	ZINSLI JR, MARK ERLAND	07/11/2011	16.32
101102077	DEPT OF REVENUE STATE OF WASH	07/11/2011	16.33
101102078	AUBURN RIVERSIDE HIGH SCHOOL I	07/11/2011	5,251.87
101102079	AUBURN SENIOR HIGH IMPREST	07/11/2011	7,063.62
101102080	CASCADE MS IMPREST FUND	07/11/2011	184.80
101102081	COFFEY, REAGAN DAWN	07/11/2011	152.90
101102082	DEPT OF REVENUE STATE OF WASH	07/11/2011	1,914.03
101102083	EYMANN, DEBORAH Grace	07/11/2011	99.88
101102084	FRERICHs, KAREN M	07/11/2011	497.14
101102085	FULLERTON, SEAN PATRICK	07/11/2011	40.61
101102086	GRAHAM, JENNIFER G	07/11/2011	15.34
101102087	KNUDTSON, ROBYN Renee	07/11/2011	202.16
101102088	KORLANN, SANDRA Lee	07/11/2011	8.95
101102089	MASON, LISA J	07/11/2011	111.75
101102090	MISCHKE, EMILY RAMISCAL	07/11/2011	11.62
101102091	MT BAKER MS IMPREST	07/11/2011	42.89
101102092	NOMURA, DANIEL V	07/11/2011	223.75
101102093	OLYMPIC MS IMPREST FUND	07/11/2011	75.11
101102094	PIZZA TIME	07/11/2011	1,060.86
101102095	PRICE, JON WILLIAM	07/11/2011	77.53
101102096	RADCLIFF, BETH L	07/11/2011	19.27
101102097	RAINIER MS IMPREST FUND	07/11/2011	679.99

Check Nbr	Vendor Name	Check Date	Check Amount
101102098	THOMAS, PAULINE MILDRED	07/11/2011	53.46
101102099	US BANK CORP PAYMENT SYSTEMS P	07/11/2011	1,721.12
101102100	US BANK CORP PAYMENT SYSTEM TR	07/11/2011	334.65
145	ACH	Check(s) For a Total of	93,771.17

0	Manual	Checks For a Total of	0.00
0	Wire Transfer	Checks For a Total of	0.00
145	ACH	Checks For a Total of	93,771.17
0	Computer	Checks For a Total of	0.00
Total For 145	Manual, Wire Tran, ACH & Computer Checks		93,771.17
Less 0	Voided	Checks For a Total of	0.00
	Net Amount		93,771.17

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	2,003.53	0.00	71,908.01	73,911.54
20	Capital Projects	16.33	0.00	0.00	16.33
40	ASB FUND	1,882.78	277.21	17,683.31	19,843.30

DIRECTORS

1. Approval of Minutes

The minutes of the regular and special board meetings of Monday, June 27, have been forwarded to the board.

Recommendation: That the minutes be approved.

2. Second Reading of Policies

The entire 6000 series of the board policy are being submitted to the board for second reading and adoption. Curtis Leonard, director of legal affairs, will answer questions from the board.

Recommendation: That the 6000 series of the board policy be accepted for second reading and adoption.

3. Workshop

A board workshop is needed for the board and superintendent to establish board goals for 2011-12.

Recommendation: That the board approve a workshop to establish the 2011-12 board goals for Thursday, August 11, 5:30 p.m.

4. Special Board Meeting

It is being recommended that a special board meeting be held on Monday, July 25, 6 p.m., in the James P. Fugate Administration Building to conduct the board's annual evaluation for the 2010-11 school year.

Recommendation: That the board hold a special board meeting on Monday, July 25, 6 p.m., to conduct their annual evaluation for the 2010-11 school year.

5. Discussion

6. Executive Session

PROGRAM PLANNING, BUDGET PREPARATION, ADOPTION AND IMPLEMENTATION

A district's annual budget is tangible evidence of the board's commitment toward fulfilling the aims and objectives of the instructional program and providing for the efficient and effective operation of the district. The budget expresses in specific terms the services to be provided, consistent with immediate and long-range goals and resources available and establishes priorities within broad program areas such as basic education, other separately funded programs and support services. Each year a budget shall be prepared for the ensuing fiscal year. The budget shall set forth the complete financial plan of the district for the ensuing school year.

~~The budget shall be considered as a controlled spending plan for the ensuing year. The superintendent shall be authorized to make expenditures and commitments in accordance with the specific regulations of the board and administrative plans approved by the board.~~

Notice and Conduct of Budget Hearings

The time and place of the budget hearing shall be published through the local news media of the school district. Any person may appear and be heard for or against any part of such budget.

Budget: Adoption and Filing

The budget for the ensuing school year shall be adopted by board resolution following a public hearing. Such action shall be recorded in the official minutes of the board. Copies of the budget as adopted shall be filed with the education service district for review. Copies of the budget will be filed with the state superintendent of public instruction.

The dates for adoption and filing are as follows:

Budget adopted by August 31

Budget filed with ESD by September 3

Budget filed with OSPI by September 10

~~Upon the conclusion of the budget hearing on or before the August 31 final date, the board shall fix and determine each item of the budget and shall, by resolution, adopt the budget and enter the same in the official minutes.~~

Budget Implementation

The board places responsibility with the superintendent for administering the operating budget, once adopted. All actions of the superintendent in executing the programs and/or activities as set forth in the adopted operating budget are authorized subject to the following provisions:

- A. Expenditure of funds for the employment and assignment of staff meet the legal requirements of the state of Washington and adopted board policies;
- B. Funds held in reserve accounts (General fund #810-890) for self-insurance and other such contingencies may not be expended unless approved for purposes designated by the board;
- C. Complete listing of expenditures for supplies, materials and services is presented for board approval and/or ratification;

- D. Purchases are made according to the legal requirements of the state of Washington and adopted board policy;
- E. **Funds may be transferred from one budget classification to another subject to such restrictions as may be imposed by the board;**
- F. **The superintendent shall be responsible for establishing procedures to authorize and control the payroll operations of the district. The board may act on behalf of individual staff to deduct a certain amount from the staff member's paycheck and remit an agreed amount to a designee of the staff member. No involuntary deduction may be made from the wages of a staff member except for federal income tax, social security, medical aid, and state retirement, or in compliance with a court order such as garnishment; and**
- G. Financial reports are submitted to the board each month.

Reserves in the School Budget

The district shall maintain reserves in all district funds as deemed appropriate by the board of directors.

Cross References:	Board Policy 5005 Board Policy 6213	Employment Reimbursement for Travel Expense
Legal References:	RCW 28A.300.060 28A.320.010 28A.320.020 28A.400.300 28A.320.090 28A.330.100 28A.505 28A.505.040 28A.505.060 28A.505.080 28.505.150 28A.510	Studies and adoption of classifications for school district budgets — Publication Corporate powers Liability for debts and judgments Hiring and discharging employees — Seniority and leave benefits, transfers between school districts Preparing & distributing information on district's instructional program, operation and maintenance — Limitation Additional powers of the board School Districts' Budgets Budget — Notice of completion — Copies — Review by ESD Budget — Hearing and adoption of — Copies filed with ESDs Budget — Disposition of copies Budgeted expenditures as appropriations — Interim expenditures — Transfer between budget classes — Liability for nonbudgeted expenditures Apportionment to District — District Accounting
	WAC 392-123-054	Time Schedule for Budget

Adoption Date: 01.12.98
Auburn School District
Revised:

**PROGRAM PLANNING, BUDGET PREPARATION,
ADOPTION AND IMPLEMENTATION
(DRAFT 6-27-11)**

Prior to presentation of the proposed budget for adoption, the superintendent or designee shall prepare for the board's study and consideration appropriate documentation supporting his/her recommendations, which shall be designed to meet the needs of students within the limits of anticipated revenues consistent with reasonable management practices.

FISCAL YEAR

The district fiscal year shall begin September 1 each year and shall continue through August 31 of the succeeding calendar year.

Legal Reference: RCW 28A.505.030 District fiscal year

Adoption Date:
Auburn School District
Revised:

SYSTEM OF FUNDS AND ACCOUNTS

Accounting procedures in the district shall be in compliance with directives outlined in the manual approved by the State Superintendent of Public Instruction, Accounting Manual for School Districts.

The district shall maintain a system of funds with the county treasurer in accordance with state law and the accounting manual approved by the state superintendent of public instruction. The funds are: General Fund, Capital Projects Fund, Debt Service Fund, Associated Student Body Program Fund, and Transportation Vehicle Fund

The district shall maintain a system of bank accounts as follows:

A district depository and/or transmittal bank account;

An associated student body imprest bank account for each school having an associated student body organization approved by the board; and

Petty cash accounts in such numbers as are necessary to meet the petty cash needs of the schools and divisions of the district. The board may authorize the establishment of such accounts. Each petty cash account shall be approved by the board. A custodian shall be appointed for these accounts who shall be independent of invoice processing, check signing, general accounting and cash receipts functions. If this separation of functions is not feasible, another employee who is independent of those functions shall be responsible for reviewing the management of each account.

Legal References:	Wash.Const., Article VII, § 2	Voted bond proceeds and capital levy proceeds — Uses
	RCW 28A.320.320	Investment of funds of district
	RCW 28A.320.330	School funds enumerated — Deposits — Uses
	RCW 28A.325.010	Fees for optional noncredit extra curricular events— Disposition
	RCW 28A.325.020	Associated student bodies — Powers and responsibilities affecting
	RCW 28A.325.030	Associated student body program fund – Fund-raising activities – Nonassociated student body program fund moneys
	RCW 28A.335.060	Surplus school property – Rental, lease or use of – disposition of moneys received from
	RCW 28A.505.140	Rules and regulations for budgetary procedures — Review when superintendent [SPI] determines budget irregularity — Revised budget, state board's financial plan until adoption
	RCW 28A.530.010	Purposes for use of voted bond proceeds
	RCW 28A.530.020	Bond issuance — Election — Resolution to specify purposes
	RCW 28A.530.080	Additional authority to contract indebtedness
	RCW 42.17.130	Use of public office or agency facilities in campaigns — Prohibition — Exceptions
	RCW 43.09.200	Division of municipal corporations — Uniform system of accounting
	RCW 43.09.210	Division of municipal corporations — Separate accounts for each fund or activity
	RCW 84.52.053	Levies by school districts authorized — When — Procedure
	RCW 84.52.056	Excess levies for capital purposes authorized

WAC 392-123 Finance — School District Budgeting
WAC 392-138 Finance — ASB Moneys
State Auditor Bulletin #301, III(E), Petty Cash

Adoption Date: 01.12.98
Auburn School District
Revised:

SYSTEM OF FUNDS AND ACCOUNTS

(DRAFT 6-27-11)

General Fund

The General Fund (GF) is financed primarily from local taxes, state support funds, federal grants, and local receipts. These revenues are used specifically for financing the ordinary and legally authorized operations of the district for all grades. The GF includes money which has been segregated for the purpose of carrying on specific activities such as the basic education program, the program for the handicapped and so on. The GF is managed in accordance with special regulations, restrictions and limitations and constitutes an independent fiscal and accounting entity.

Capital Projects Fund

The Capital Projects Fund (CPF) contains the proceeds from the sale of voted bonds (unlimited tax general obligation bonds) and non-voted bonds (limited general obligation bonds), state of Washington financing assistance (state matching money), transfers from the district's basic education allotment, the proceeds of special levies earmarked for building purposes, earnings from capital projects fund investments, growth management impact fees, state environmental protection act mitigation payments, rental or lease proceeds and proceeds from the sale of property. Permissible expenditures from the proceeds derived from the sale of voted bonds, including the investment earnings thereon, is governed expressly by state law and, may include the acquisition of land or existing buildings, improvements to buildings and/or grounds, design and construction and/or remodeling of buildings, or initial equipment; provided that, the bond election resolution and ballot proposition approved by the voters authorizing the bonds includes these items. The Washington Constitution prohibits the use of voted bond proceeds to replace equipment. Proceeds from other sources are also governed by state law and may be used for major renovation and replacement including but not limited to roofing, heating and ventilating systems, floor covering and electrical systems; renovation of play fields and other district real property; energy audits, capital improvements and major items of equipment, furniture and implementing technology systems, facilities and projects, including acquiring hardware, licensing software and on-line applications that are an integral part of the district's technology systems. Any money from the sale of voted bonds and investment earnings thereon remaining after the authorized capital improvements have been completed may be used to: (a) acquire, construct, install, equip and make other capital improvements to the district's facilities; or (b) retire and/or defease a portion of voted bonds, all as the school board may determine by resolution after holding a public hearing pursuant to RCW 28A.530.020. Investment earnings derived from other sources in the CPF should be retained in the CPF and used for statutorily authorized purposes. The district may transfer investment earnings in the CPF, which have not been derived from voted bond proceeds, to a different fund; provided that, such investment earnings may only be expended for instructional supplies, equipment or capital outlay purposes. The superintendent should consult the board and appropriate district staff prior to altering the use of voted bond proceeds and transferring investment earnings out of the CPF.

Debt Service Fund

The Debt Service Fund (DSF) is for the payment of principal of and interest on outstanding voted and non-voted bonds. Disbursements are made by the county treasurer ~~by means of~~

~~treasurer's checks.~~ Provision shall be made annually for the making of a levy sufficient to meet the annual payments of principal and semiannual payments of interest. The district may transfer surplus investment earnings from the DSF to any other school district fund; provided that, such investment earnings are spent only for instructional supplies, equipment or capital outlay purposes. The district may transfer such investment earnings to other school district funds unless the resolution authorizing the voted bonds requires investment earnings to remain in the DSF to secure payment of voted bonds, thereby reducing future tax collections and the corresponding tax levy rate. The superintendent should consult with the board and appropriate staff prior to transferring interest earnings out of the DSF. Non-voted bonds are required to be repaid from the school district's DSF, rather than the fund that actually received the non-voted bond proceeds. As a result, to pay principal of and interest on the non-voted bond, an operating transfer must be used from the CPF (or other fund) to the DSF. The school district should create a separate account within the DSF to repay the non-voted bond. The district should internally segregate the money pledged to repay the non-voted bond from any excess property taxes deposited in the DSF for the repayment of voted bonds. Prior to the issuance of a non-voted bond the superintendent or a designee shall review the repayment process with the board and the county treasurer. The proceeds from the sale of real property may be placed in the DSF or CPF, except for the amount required to be expended for the costs associated with the sale of such property.

Associated Student Body Program Fund

The board is responsible for the protection and control of student body financial resources just as it is for other public funds placed in its custody. The financial resources of the Associated Student Body Program Fund (ASB Fund) are for the benefit of students. Student involvement in the decision-making processes related to the use of this money is an integral part of the associated student body, except that the board may delegate the authority to a staff member to act as the associated student body for any school which contains no grade higher than grade six.

Money in the ASB Fund is public money and may not be used to support or oppose any political candidate or ballot measure. Money raised by students through recognized student body organizations shall be deposited in and disbursed from the fund which is maintained by the county treasurer. The ASB Fund is subject to management and accounting procedures which are similar to those required for all other district moneys. ASB constitutions shall provide for participation by ASB representatives in the decisions to budget for and disburse ASB Fund money. **Private non-associated student body fund moneys raised for scholarships, student exchanges and charitable purposes shall be held in trust by the district.**

Transportation Vehicle Fund:

The transportation vehicle fund (TVF) includes the proceeds from the sale of transportation vehicles; lease, rental, non-voted bonds, or occasional use of surplus buses; depreciation reimbursement for district-owned buses; proceeds of TVF levies; optional transfers from the GF; and investment funds **earnings** coming from the TVF. The TVF may be used to purchase and/or rebuild buses on a contract or cash basis. Money may be transferred from the TVF to the DSF exclusively for the payment of principal of and interest on non-voted debt incurred by the TVF. Such a transfer does not constitute a transfer of money from the TVF within the meaning of RCW 28A.160.130.

INTERFUND LOANS

Inter-fund loans between the general fund, the transportation vehicle fund, the capital projects fund, or the debt service fund may be used to alleviate a temporary cash deficiency.

Such loans shall not be used to balance the budget of the borrowing fund; nor shall they deter any function or project for which the fund was established.

The board must adopt a resolution before any inter-fund loan transaction takes place. The resolution shall contain the exact amount of the loan, the funds involved, the specific source of funds for repayment, the schedule for repayment and the interest rate involved.

Legal References:	RCW 28A.505.150	Budgeted expenditures as appropriations — Interim expenditures — Transfer between budget classes — Liability for non-budgeted expenditures
	WAC 392-123-135 through 160	Inter-fund loans

Adoption Date:
Auburn School District
Revised:

FINANCIAL REPORTS

Monthly Report

The business office shall prepare a monthly budget status report of the following funds:

- A. General fund,
- B. Capital projects fund,
- C. Debt service fund,
- D. Associated student body fund, and
- E. Transportation vehicle fund.

A “statement of financial condition” shall be submitted to the board each month. The superintendent **or designee** shall reconcile ending net cash and investments, revenues and expenditures reported by the county treasurer with the district records for all funds. As part of the budget status report, the superintendent shall provide each director with a brief written explanation of any significant deviation in revenue and/or expenditure projections that may affect the financial status of the district.

Annual Financial and Statistical Report

At the close of each fiscal year, the superintendent, as board secretary, shall submit to the board an annual financial statistical report. The report shall include at least a summary of financial operations for the year.

~~At the end of the year, an annual report setting forth the financial position of the district, together with pertinent statistical information, shall be prepared and submitted to members of the board.~~

Legal References:	RCW 28A.150.230	Basic Education Act of 1977 — District school directors as accountable for proper operation of district — Scope — Responsibilities
	28A.400.030(3)	Superintendent's duties
	WAC 392-123-110	Monthly financial statements and reports prepared by school district administrator
	392-123-115	Monthly budget status report for general fund operations
	392-123-120	Statement of financial condition — Financial position of the school district
	392-123-125	Personnel budget status report
	392-123-132	Reconciliation of monthly county treasurers' statement to district records

Adoption Date: 01.12.98
Auburn School District
Revised:

EXPENDITURES IN EXCESS OF BUDGET

Total budget expenditures for each fund as adopted in the budget shall constitute the appropriations of the district for the ensuing fiscal year. The board shall be limited in the incurring of expenditures to the grand total of such appropriations.

Board members, administrators or staff who knowingly or negligently violate or participate in a violation of this policy by incurring expenditures in excess of appropriations shall be held civilly liable, jointly and severally, for such expenditures, including consequential damages, for each such violation. If as a result of any civil or criminal action the violation is found to have been done knowingly, such board member, administrator or staff member who is found to have participated in such breach shall immediately forfeit his/her office or employment.

In the event of an emergency requiring expenditures in excess of the budget, the board may adopt a resolution which states the conditions constituting the emergency and the amount of the appropriation necessary to correct the situation. At any other time that the budget is to be increased by making an additional appropriation, the board, after proper notice, shall adopt a resolution stating the facts and the amount of appropriation necessary to correct the situation. Any person may appear at the meeting at which the appropriation resolution is to be voted on and may be heard for or against the adoption. Passage of the resolution requires a majority vote of all members of the board.

Legal References: RCW

28A.225.250 Cooperative programs among
school districts — Rules
28A.505.150 Budgeted expenditures as
appropriations — Interim expenditures —
Transfer between budget classes — Liability
for non-budgeted expenditures
28A.505.170 First class school districts —
Emergency or additional appropriation
resolutions — Procedure

WAC 392-123-071
WAC 392-123-072

Budget extension — First class district
Budget extension — Second class district

Adoption Date:
Auburn School District
Revised:

REVENUES FROM LOCAL, STATE AND FEDERAL SOURCES

Revenues from Discretionary Local Taxes

As necessary, the district shall consider the necessity of requesting voter approval of an excess property tax to be collected in the year following voter approval. Such a levy, if any, shall be in that amount permitted by law which the board determines necessary to provide educational services beyond those provided by state appropriations. The board shall solicit advice from staff and patrons prior to establishing the amount and purposes of the special levy request. The special levy being collected shall be presented by program and expenditure in the district's annual descriptive guide for patrons as required by law.

Revenues from State Resources

The responsibility for financing public education in Washington falls primarily upon the state.

Revenues from the Federal Government

The objective of the board is to provide the best educational services possible within resources available to the district. Federal grants and programs may provide helpful financial resources towards pursuing that objective. ~~When it is optional for the district to participate in a federally funded program, the board shall receive detailed analysis from the staff regarding both the advantages to be realized from the program and the additional costs in terms of staff time, impact on existing programs and new obligations that the program may require. Before authorizing participation in such a program, the board shall first determine that the advantages outweigh the disadvantages and that the program shall not detract from other programs already in operation.~~

The board agrees to comply with all federal and state requirements that may be a condition to receipt of federal funds including, but not limited to:

- A. Maintenance of fiscal records which show the receipt and disposition of federal funds;
- B. Provision for eligible private school students to participate in programs and/or services designed for the educationally disadvantaged as well as other programs which are supported by **ECIA funds**; ~~Elementary and Secondary Education Act of 1995 funds.~~
- C. Provision for testing to identify target students as well as to measure program results; and
- D. Provision for staff and parent involvement, program planning, budget development and program evaluation.

The district agrees to comply with Title 1 requirements pertaining to the implementation of internal controls for travel, contracted services, training, and capital outlay purchases and expenditures.

The district further assures that a district-wide salary schedule is in effect and that the staff are assigned equitably among schools. Instructional material shall also be distributed equitably among all schools. The board grants authority to directors and staff to participate in the development of any state and/or federal regulations deemed to be necessary for the implementation of federally-funded programs.

Federal Impact Funds (Indian **Native American**)

Federal impact funds are provided to the district as a supplement to taxes and other revenue sources. State appropriated funds and local taxes contribute to the development and

implementation of a basic education program for all students enrolled in the district. The district gives assurance that tribes and parents of **Indian Native American** children will be afforded the opportunity to make recommendations regarding the needs of their children and will be involved in the planning and development of the basic education program including those educational programs and services to be provided with P.L. 81-874 funds. **Indian Native American** students shall have the equal opportunity to participate in the district's program with other students.

Recognizing that the board is the ultimate authority in defining the educational program of the district, the superintendent shall establish procedures to assure the involvement of the tribe and parents of **Indian Native American** students in the development of the basic education program including the education services to be provided with P.L. 81-874 funds and the participation of **Indian Native American** children in the program on an equal basis. The superintendent will provide opportunities for parents and members of the tribal council to suggest if any policy and/or procedure changes as well as program changes are necessary to better serve the needs of the **Indian Native American** students.

Legal References:	RCW	28A.300.070	Receipt of federal funds for school purposes — Superintendent of public instruction to administer
		28A.150.230	Basic Education Act — District school directors as accountable for proper operation of district — Scope — Responsibilities — Publication of guide
		28A.150.250	Annual basic education allocation of funds according to average FTE student enrollment — Student/ teacher ratio standard
		28A.150.370	Additional programs for which legislative appropriations must or may be made 84.52.0531 Levies by school districts — Maximum dollar amount for maintenance and operation support — Restrictions — Maximum levy percentage — Levy reduction funds — Rules. (Expires Jan. 1, 2008)
	WAC		392-163 Special Service Program — Title I Grants For Improving LEA Basic Programs
			180-16 State Support of Public Schools
	Public Law	81-874	34 CFR 223 Special Aid Provisions for Local Educational Agencies

Adoption Date: 01.12.98
Auburn School District
Revised: 06.14.04

DISTRICT FUNDRAISING ACTIVITIES

The district recognizes that it needs a balance of state, federal, local, and nongovernmental funds to achieve its goals. The district further recognizes that dwindling state and federal funds present challenges for the district. Increasingly, the district is seeking local and nongovernmental funding sources in order to preserve, establish and enhance important district programs and educational opportunities. The district's ability to offer diverse, quality educational programs and experiences for our students depends in part on our ability to secure reliable alternative sources of funding.

To preserve and to establish district programs and educational opportunities the board authorizes fundraising activities where such programs: (1) promote K-12 education; (2) provide educational experiences for students, and/or (3) address local funding obligations that support the educational mission of the district; (4) and/or promote the effective, efficient, or safe management and operation of the district.

District fundraising activities may include: (1) soliciting gifts and donations that are reasonably related to the pursuit of the district's objectives; (2) entering into interlocal agreements with other governments which generate additional funds for school district activities; and/or (3) operating various revenue generating enterprises consisting of the sale of goods or services that are produced by, or that are linked to, the district's educational program. Fundraising programs, including enterprise activities, shall be in the best interests of the district and shall not interfere with the operation of the district's programs and functions. District fundraising programs shall not conflict with any applicable law and or state or federal constitutional provisions, including the separation of church and state.

This policy governs the establishment and administration of district fundraising for the general fund and for particular programs in the district. It does not address fundraising programs conducted by Parent Teacher Organizations, other non-profit or citizens' organizations, or the Associated Student Body. Fundraising by the Associated Student Body is addressed by RCW28A. 325.030. and District Policy 6020 and 6020P.

The superintendent shall establish procedures for the administration of district fundraising programs to ensure compliance with all applicable laws.

Legal References:	RCW 28A.320.015	School Boards of Directors –Powers Notice of adoption of policy
	RCW 28A.320.030	Gifts, conveyances, etc., for scholarship and student aid purposes, receipt and administration
	Attorney General's Opinion	AGO 2003 No. 1

Management Resources:	<i>Policy News</i> , December 2003 District Fundraising Activities
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Adoption Date:
Auburn School District
Revised:

TUITION

Tuition shall be charged to all persons age 21 or older who wish to attend the regular educational program. The formula for determining the rate of tuition is fixed by the state superintendent of public instruction.

Consistent with existing statute, the district may charge tuition for programs or activities that are not funded by state appropriations.

Legal Reference: RCW 28A.225.220

Adults, children from other districts,
agreements for attending school — Tuition

Adoption Date: 01.12.98
Auburn School District
Revised:

RENTAL OR LEASE OF DISTRICT REAL PROPERTY

~~Lease and Rental of Property 7251~~

~~Property the district does not contemplate using in the reasonable near future may be rented at a fair rate under lease agreement. All leases or sales of such property shall be in accordance with existing statutes.~~

~~Fees collected for use of district facilities and equipment shall be placed in the general fund to be used exclusively for nonrecurring costs related to operating school facilities, including but not limited to, expenses for maintenance. See policy 4330 for application policies and appropriate facility uses.~~

When district real property is not needed, the board has the authority to call for bids to rent or lease any surplus real property. Notice of the intent to rent or lease property shall be published in a newspaper of general circulation in the district at least 45 days before the rental or lease takes effect, if the value of the rental or lease is \$10,000.00 or more. The district may establish a minimum acceptable bid based upon the fair market value, provided that such minimum bid is non-discriminatory within classes of users.

Such property shall be rented or leased for lawful purposes. The rental or lease shall be in the best interests of the district and shall not interfere with the conduct of the district's educational program and related activities. Proceeds from rental or lease of district property which are in excess of the operational costs incurred for such rental or lease shall be deposited in the capital projects fund or debt service fund.

At the option of the board of directors, after evaluating the sufficiency of the school district's capital projects fund for purposes of meeting demands for new construction and improvements, moneys derived from the lease or rental of real property may be deposited into the district's general fund to be used exclusively for nonrecurring costs related to operating school facilities, including but not limited to, expenses for maintenance.

Legal References:	RCW 28A.335.040	Surplus school property, rental, lease or use of — Authorized
	28A.335.050	Surplus school property, rental, lease or use of — Joint use
	28A.335.060	Surplus school property, rental lease or use of — Disposition of moneys received for
	28A.335.070	Surplus school property, rental, lease or use of — Existing contracts not impaired
	28A.335.080	Surplus school property, rental, lease or use of — Community use not impaired
	28A.335.090	Conveyance and acquisition of property — Management
	28A.335.130	Real property — Sale — Use of proceeds

Adoption Date: 09.09.02
Auburn School District
Revised: 05.08.06

GIFTS

The board recognizes that individuals and organizations in the community may wish to contribute additional supplies or equipment to enhance or extend the instructional and/or activity program.

All gifts shall become district property and shall be accepted without obligation relative to use and/or disposal.

The superintendent shall establish criteria to be met in the acceptance of gifts to the district.

Legal References: RCW

28A.320.030 Gifts, conveyances, etc., for
scholarship and student aid purposes, receipt
and administration

Adoption Date: 01.12.98
Auburn School District
Revised:

UNCOLLECTED NON-TAX REVENUE

The superintendent will make every reasonable effort to collect all funds owed the district. However, when owed or delinquent funds inhibit regular reconciliation/bookkeeping procedures, the superintendent will implement regulations and procedures to preserve the orderly and efficient operation of the district. Bad checks which become outdated for normal collection procedures will be entered into accounts receivable or written off consistent with adopted regulations. Delinquent accounts receivable will be pursued in accordance with the regulations and procedures herein.

Adoption Date: 01.12.98
Auburn School District
Revised:

INVESTMENT OF FUNDS

The superintendent *or designee* is authorized to direct and authorize the county or state treasurer to invest district moneys which are not needed for current obligations **in any district fund**. Such investments shall be made with the objective of producing the greatest return, consistent with prudent practice.

Legal References:	RCW 28A.320.300	Investment of funds, including funds received by ESD — Authority — Procedure
	28A.320.320	Investment of funds of district not needed for immediate necessities — Service fee
	36.29.020	Custodian of moneys — Investment of funds not required or immediate expenditures, service fee
	43.250	Investment of local government funds
	WAC 210-01	Local Government Investment Pool

Adoption Date: 02.27.95
Auburn School District
Revised:

PURCHASING: AUTHORIZATION AND CONTROL

The superintendent is authorized to direct expenditures and purchases within the limits of the detailed annual budget for the school year. The superintendent shall establish requisition and purchase order procedures as a means of monitoring the expenditure of funds. Staff who obligate the district without proper prior authorization may be held personally responsible for payment of such obligations.

Adoption Date:
Auburn School District
Revised:

CHARGE CARDS

The board authorizes the issuance of charge cards to officers and staff for district purchases, acquisitions and authorized travel. The board shall approve any contract for the issuance of credit cards, including the credit limit. The superintendent or his/her designee is responsible for the authorization and control of the use of credit card funds, subject to final board approval of payments.

Upon billing or no later than thirty (30) days of the billing date, the officer or staff member using a charge card shall submit a fully itemized expense voucher including receipts or invoices supporting purchases. Any charges not properly identified on the expense voucher or not allowed following review by the auditing officer shall be paid by the official or staff member. Any official or staff member who has been issued a charge card shall not use the card if any disallowed charges are outstanding.

The superintendent shall establish procedures for the issuance and use of charge cards.

Cross References:	Board Policy 6213	Reimbursement for Travel Expenses
Legal References:	RCW 42.24.115	Municipal corporations and political subdivisions — Issuance of charge cards to officers and employees for travel expenses
	43.09.2855	Local governments — Use of credit cards
Management Resources:	<i>Policy News</i> , April 2005	Credit Card Policy Updated

Adoption Date:
Auburn School District
Revised:

REIMBURSEMENT FOR TRAVEL EXPENSES

The actual and necessary expenses of a director, administrator, staff member or designate of the district incurred in the course of performing services for the district, whether within or outside of the district, may be reimbursed in accordance with the approval and reimbursement procedures of the district. For purposes of this policy, travel expense includes amounts paid for use of personal automobiles, other transportation, and actual expenses or reimbursement in lieu of actual expenses for meals, lodging and related items that are necessary while in the conduct of official business of the district. A staff member or district officer may be reimbursed for gratuities not exceeding customary percentages for the cost of meals as well as reasonable amounts for such services as baggage handling when the costs are incurred while the individual is engaged in district business or other approved travel.

Reimbursement for travel expenses shall be made pursuant to the federal internal revenue code and internal revenue service regulations.

Legal References:	RCW 28A.320.050	Reimbursement of expenses of directors, superintendents, other school representatives, and superintendent candidates — Advancing anticipated
	42.24.090	Municipal corporations and political subdivisions — Reimbursement claims by officers and employees — Detailed account — Travel allowances and allowances in lieu of actual expenses — Certification — Forms
	Ch. 3, Sec. 4, Page 1	School Accounting Manual

Management Resources:

Policy News, April 2005 Credit Card Policy Updated
Policy News, December 1999 IRS rules impact travel reimbursement

Adoption Date:
Auburn School District
Revised:

VOUCHER CERTIFICATION AND APPROVAL

Expenditures shall be made on district voucher forms. Before vouchers are submitted to the board for payment, they shall be audited and certified by the district's appointed auditing officer for accuracy and proof that the goods or services have been received and are satisfactory and that previous payment has not been made. The certification must be signed and dated by the auditing officer or **his/her** delegate. Vouchers shall be approved by a recorded affirmative vote of a majority of the board.

The board authorizes advance payment of a voucher when a delay in payment would adversely impact the financial condition of the district. The board shall review and approve all such advance payments at its next regularly scheduled public meeting. In the event the claim is disapproved, the auditing officer and superintendent shall cause the claims to be recognized as receivables and pursue collection diligently until the funds are collected or until the board approves the payment of those claims.

The auditing officer and the superintendent shall each furnish an official bond, for not less than \$50,000, for the faithful discharge of such duties. The school district shall purchase and pay for the surety bonds.

Cross Reference: Board Policy 6500

Risk Management

Legal References: RCW

28A.330.080 Payment of claims
28A.330.090 Auditing committee and expenditures
42.24.080 Municipal corporations and political subdivisions — Auditing and payment — Authentication and certification
42.24.180 Taxing District — Issuance of warrants or checks before approval by legislative body — Conditions

State Auditor's Voucher certification and approval
Bulletin #301-III(F)

Adoption Date: 01.12.98
Auburn School District
Revised:

REIMBURSEMENT FOR GOODS AND SERVICES: WARRANTS

A majority of the members of the board shall approve the issuance of all warrants, except that advance payments may be made on vouchers when authorized by the board.

Expenditures of district moneys shall be made on approved vouchers by a warrant signed by the secretary of the board or, in his/her absence, the board chairman.

~~Warrants to be issued shall first be recorded with the county auditor's office and the county treasurer's office showing date, payee, and amount.~~

Unclaimed or Reissued Warrants

In the event that a warrant has been lost, a replacement warrant may be issued following acknowledgement of a "stop payment" with the district's depository. A replacement warrant may also be issued to the estate of a deceased staff member upon notice from the court. A replacement warrant may also be issued to a claimant whose warrant has been cancelled because of the time limitation imposed by this policy.

Cross Reference:	Board Policy 6215	Voucher Certification and Approval
Legal References:	RCW 28A.330.080	Payment of Claims
	28A.330.090	Auditing Committee and Expenditures
	28A.330.230	Drawing and issuance of warrants
	63.29	Uniform Unclaimed Property Act
	39.56.040	Cancellation of Municipal Warrants

Adoption Date:
Auburn School District
Revised:

BID REQUIREMENTS

Purchases

All purchasing of furniture, supplies, building improvement or repairs, except books, shall be in compliance with RCW 28A.335.190 and consistent with all applicable Washington Administrative Codes. The superintendent of schools or designee shall establish bidding and contract awarding procedures for all purchases in the manner consistent with statutory authority.

Legal References:	RCW 28A.335.190	Advertising for bids — Bid procedure- Telephone solicitation, limitations — Emergencies
	RCW 28A.400.330	Crimes Against Children — Contractor Employees — Termination of Contract
	RCW	39.04.155 Small Works roster — Contract award — Process
	RCW 39.04.280	Competitive Bidding Requirements — Exemptions
	RCW 39.30.060	Bids on public works — Subcontractors must be identified — When
	RCW 43.19.1911	Competitive Bids — Notice Of Modification Or Cancellation — Cancellation Requirements — Lowest Responsible Bidder — Preferential Purchase — Life Cycle Costing
Management Resources:	<i>Policy News</i> , October 2005	Competitive Bid Process Changes
	<i>Policy News</i> , June 2001	Legislation Further Simplifies Bid Compliance

Adoption Date: 02.27.95
Auburn School District
Revised: 09.09.02

BID REQUIREMENTS

(DRAFT 6-27-11)

1. Whenever in the opinion of the board the cost of any furniture, equipment or supplies (except books), shall equal or exceed \$75,000, formal bids shall be called for by issuing public notice placed in at least one newspaper of general circulation within the district once each week for two consecutive weeks, unless a statutory exception permits another contracting option. Clear and definite specifications shall be prepared and made available to all vendors interested in submitting a bid. For purposes of this policy, a lease-purchase agreement, whereby the district may own the property at the end of a lease term, shall be subject to the same conditions as an outright purchase.
2. When the cost of any supplies, equipment or furniture (except books) shall exceed \$40,000 but be less than \$75,000, informal bids shall be solicited from responsible vendors. The superintendent shall establish bidding and contract awarding procedures for all purchases of furniture, equipment, or supplies (except for books), the cost of which is estimated to be in excess of \$40,000.
3. No bid procedure is required for purchases of furniture, equipment or supplies under \$40,000.

Public Works Projects

1. Whenever in the opinion of the board the cost of any public work project shall equal or exceed \$100,000 formal bids shall be called for by issuing public notice placed in at least one newspaper of general circulation within the district once each week for two consecutive weeks, unless a statutory exception permits another contracting option. Clear and definite specifications shall be prepared and made available to all vendors interested in submitting a bid.
2. When the cost of a public works project equals or exceeds \$40,000 but is less than \$100,000 informal bids shall be solicited from responsible vendors. The superintendent shall establish bidding and contract awarding procedures for all public works projects, the cost of which is estimated to be in excess of \$40,000. However, all building improvement, repair or other public work projects estimated to be less than \$300,000 may be awarded to a contractor on the small works roster, pursuant to state's uniform small works roster process.
3. Public works projects that are less than \$40,000 may be performed by district personnel.

Limited public works projects are those estimated to cost less than \$35,000. The district may award contracts for limited public works pursuant to the state limited public works process. With prior board approval for limited public works, the district may waive the payment and performance bond requirements and the retainage requirements of law, thereby assuming liability for a contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers and taxes. The district shall have the right of recovery against the contractor for any of these payments made on the contractor's behalf.

For any public works contract expected to cost over \$1,000,000.00 the bids shall include the names of subcontractors who will do the heating, ventilation and air conditioning, plumbing or electrical work. Failure to name a subcontractor or the bidder for each category of work renders the bid nonresponsive and void. Naming more than one

subcontractor for a category of work, unless different contractors are named in alternative bids, also voids a bid.

Bid procedures shall be waived when the board declares an emergency for purchases involving special facilities or market conditions, for purchases of insurance or bonds or when purchases are clearly limited to a single source of supply. Any time bid requirements are waived pursuant to this provision, a document explaining the factual basis for the exception and the contract shall be recorded and open for public inspection.

The board may by resolution reject any and all bids and make further calls for bids in the same manner as the original call. The board reserves the right to purchase through an inter-local cooperative agreement with another governmental agency provided such agency has complied with the bidding requirements that are applicable to school district.

The board shall include in each contract a proviso requiring the contractor to prohibit any of its employees who has ever been convicted of or pled guilty to any of the child related felonies from working where he/she would have contact with public school children. The contract shall also provide that failure to comply with this requirement is grounds for immediate termination of the contract.

RELATIONS WITH VENDORS

Financial and business transactions of the district shall be carried out in conformity with the law and consistent with sound and ethical business practices. Purchasing decisions shall be made on the basis of objectivity and shall not be influenced by friendships or other personal relationships. Board members, administrators or staff shall not accept a gift or favor from vendors or prospective vendors or other firms or individuals who have had or hope to have transactions with the district. Financial interests of board members **and administrators ~~or staff~~ in any district purchase, sale or other transaction shall be prohibited.**

Legal References: RCW 42.23.030
 RCW 42.23.040

Interest in contract prohibited — Excepted cases
Remote interests

Adoption Date:
Auburn School District
Revised:

FOOD AND BEVERAGE CONSUMPTION

The board recognizes that staff members and others associated with the district are expected to pay for their own food and beverages. However, under certain circumstances when the district is deriving benefit, the district may expend funds for food and beverage consumed by staff and others while in the conduct of the business of the district.

The superintendent is directed to establish procedures which reflect the intent of the board to provide for reasonable food and beverage consumption while in the conduct of business that is of benefit to the district. **Such expenditures shall be supported by statements that show:**

- A. The occasion for incurring expenses;**
- B. The nature of expenses that were incurred; and**
- C. The general nature of the business that was being conducted.**

RISK MANAGEMENT

The board believes the district must identify and measure risks of loss due to the damage or destruction of district property or to claims against the district by others claiming to have been harmed by the action or inaction of the district, its officers or staff. A risk management program shall be implemented to reduce or eliminate risks where possible, to determine which risks the district can afford to assume and to transfer to an insurance company those risks which the district does not wish to assume or cannot economically afford to assume. Such a program shall consider the benefits, if any, of joining with other units of local government for joint purchasing of insurance, joint self-funding, joint self-insuring or joint employment of a risk manager. The superintendent or designee shall assign the primary responsibility for the administration and supervision of the risk management program to a single person.

The district shall purchase and pay for surety bonds for the superintendent, business manager and such other staff and in such amounts as the board shall from time to time determine to be necessary for honest performance of the staff in the conduct of the district's financial operations.

Legal References:	RCW 4.96.020	Tortious conduct of local governmental entities and their agents — Claims —
		Presentment and filing — Contents
	28A.400.350	Liability, life, health, health care, accident, disability and salary insurance authorized —
		Premiums
	28A.400.360	Liability insurance for officials and employees authorized
	28A.400.370	Mandatory insurance protection for employees
	28A.320.100	Actions against officers, employees or agents of school districts and educational service districts — Defense, costs, fees —
		Payment of obligation
	28A.320.060	Officers, employees or agents of school districts or educational service districts, insurance to protect and hold personally harmless
	28A.330.100(10)	Additional powers of board
	48.62	Local government insurance transactions

Management Resources: *Policy News*, April 2010 Tort Claims

Adoption Date:
Auburn School District
Revised:

SAFETY

The superintendent shall ensure that the district's facilities and programs are in compliance with state and federal safety and health requirements.

Cross References:	Board Policy 2151	Interscholastic Activities
	Board Policy 6511	Staff Safety
	Board Policy 6605	Student Safety Walking to School and Riding Buses
Legal References:	RCW	28A. 335.300 Playground matting

Adoption Date: 01.12.98
Auburn School District
Revised:

STAFF SAFETY

The board recognizes that safety and health standards should be incorporated into all aspects of the operation of the district. Rules for safety and prevention of accidents shall be posted in compliance with OSHA and WISHA requirements. All hazardous chemicals will be identified and properly labeled. Staff members will be trained in the use of these chemicals specific to their respective jobs. Proper records will be maintained to verify that all of the preventive and safety measures are in place. Injuries and accidents shall be reported to the district office.

The district shall have at least one staff member at each school and work site in the district who holds a valid certificate of first aid training from the department of labor and industries, U.S. Bureau of Mines or the American Red Cross or equivalent training ~~provided by the district nurses~~. Each school and work site shall have first aid supplies readily accessible.

The superintendent shall develop necessary safety and health standards to comply with Department of Labor requirements.

Cross Reference:	Board Policy 6510	Safety
	Board Policy 6512	Infection Control Program
Legal References:	RCW 49.17	Washington Industrial Safety and Health Act

Adoption Date: 01.12.98
Auburn School District
Revised:

INFECTION CONTROL PROGRAM

In order to safeguard the school community from the spread of certain vaccine-preventable diseases and in recognition that prevention is a means of combating the spread of disease, the board strongly urges that susceptible school staff members (including volunteers) provide evidence of immunity against TD (Tetanus-Diphtheria) and MMR (Measles, Mumps and Rubella). Staff members born prior to January 1, 1957 need not provide evidence of immunity to measles; these individuals are considered naturally immune.

To facilitate this prevention program, the board authorizes the superintendent to make arrangements for staff immunization at a convenient time and place, and at a nominal cost to the staff member. A “susceptible” staff member may be exempt from the requirements for immunization by filing a written objection to such immunization on the basis of religious or philosophical grounds, when a private physician certifies that the staff member's physical condition contraindicates immunization or when the staff member provides documentation of immunity by blood test.

Cross reference:	Board Policy 3414	Infectious Disease
Legal References:	WAC 246-110-001	Control of communicable disease
	296-62-08001	Bloodborne pathogens
	392-198	Training — school employees — HIV/AIDS

Adoption Date:
Auburn School District
Revised:

INFECTION CONTROL PROGRAM

(DRAFT 6-27-11)

In the event of an outbreak of a vaccine-preventable disease in school, the local health officer has the authority to exclude a susceptible staff member. A staff member granted an exemption for religious, philosophical or medical reasons or without an acceptable immunization record on file may be excluded, as he/she is considered to be susceptible. If excluded he/she is not eligible to receive sick leave benefits because of the exclusion itself. To qualify for benefits, he/she must be ill or temporarily physically-disabled.

The superintendent or designee shall evaluate all job duties of district employees to determine which employees have reasonably anticipated on-the-job exposure to blood or other potentially infectious material. The district shall maintain a list of job classifications where employees have reasonably anticipated exposure to blood or other potentially infectious material. The hepatitis B vaccine shall be provided at the district's expense to all employees identified as having risk of directly contacting blood or other potentially infectious material at work.

In the event that an employee has a specific exposure to blood or other potentially infectious material, the employee will be provided, at district expense, with confidential medical evaluation, follow-up and treatment, if indicated.

The district shall provide annual training to all employees with reasonably anticipated exposure to blood or other potentially infectious material. All employees shall receive district provided training on HIV/AIDS within six months of initial employment.

Records shall be kept in strict confidence regarding the hepatitis B vaccine status of all employees with reasonably anticipated exposure to blood or other potentially infectious material and for each occupational exposure an employee has to blood or other potentially infectious material. The records shall be kept for the duration of the employee's employment, plus thirty years. The district shall also keep records that employees have received appropriate training.

WORKPLACE VIOLENCE PREVENTION

The district does not tolerate violence in the workplace and will work to prevent violent incidents from occurring by implementing a workplace violence prevention program. All employees of the district are responsible for implementing and maintaining the violence prevention program. The workplace violence prevention program establishes and requires adherence to work practices that are designed to make the workplace more secure. It also reinforces the ban on verbal threats or physical actions by employees that create a security hazard for others.

Additionally, the district does not tolerate domestic violence including harassment of any employee or other person while in the district's buildings or vehicles, while on district property, or while engaged in school or work-related activities. The district is committed to working with employees who are victims of domestic violence to prevent abuse and harassment from occurring in the workplace. No employees will be penalized or disciplined solely for being a victim of domestic violence. The district will provide appropriate support and assistance to employees who are victims of domestic violence. Any employee who threatens, harasses, or abuses someone in the district or from their workplace using district resources such as work time, district telephones, fax machines, mail, or e-mail shall be subject to disciplinary action up to and including discharge. Corrective action or discharge may also be taken against employees who are arrested, convicted, or permanently enjoined as a result of domestic violence when such action is directly related to their position with the district.

All violent incidents shall be reported and investigated, whether or not a physical injury has occurred. There will be no discrimination against victims of workplace violence. Copies of this policy and support materials are readily available to all employees. The Superintendent or designee is directed to adopt procedures to implement this policy, including creation of the workplace violence prevention group which will: assess the district's vulnerability to workplace violence, recommend preventive actions and employee training programs, and review the program annually for possible adjustments.

Cross Reference:	Board Policy 4210	Regulation of Dangerous Weapons on School Premises
	Board Policy 5281	Disciplinary Action and Discharge
	Board Policy 6511	Staff Safety

Adoption Date:
Auburn School District
Revised:

INSURANCE

All insurance programs of the district shall be managed as part of the district's risk management program.

The board of directors shall purchase, with district funds, the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising from any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental injury to any person; or in property damage within or without the school buildings while the above-named insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the board.

Cross Reference:	Board Policy 2151	Interscholastic Activities
	Board Policy 5401	Sick Leave
	Board Policy 6500	Risk Management
	Board Policy 6535	Student Insurance
	Board Policy 6540	School District Responsibility for Privately Owned Property
Legal Reference:	RCW 28A.320.060	Officers, employees or agents of school districts or educational service districts, insurance to protect and hold personally harmless
	28A.320.100	Actions against officers, employees or agents of school districts and educational service districts — Defense, costs, fees — Payment of obligation
	28A.335.010	School buildings, maintenance, furnishing and insuring
	28A.400.350	Liability, life, health, health care, accident, disability and salary insurance authorized when required — Premiums
	28A.400.370	Mandatory insurance protection for employees
	4.24.470	Liability of officials and members of governing body of public agency — Definition
	4.96.010	Tortious conduct of local government entities — Liability for damages
	41.50.160	Restoration of withdrawn contributions
	50.20.050	Disqualification for leaving work voluntarily without good cause
	50.44.030(3)	Political subdivisions, instrumentalities of this state and other state
	50.44.050	Benefits payable, terms and conditions — “Academic year” defined

51.32.090	Temporary total disability — Partial restoration of earning power — Return to available work — When employer continues wages — Limitations
29 U.S.C. A §§ 1161-1168	Consolidated Omnibus Budget Reconciliation Act
WAC 296-15	Worker's compensation self-insurance rules and regulations

Adoption Date: 01.12.98
Auburn School District
Revised:

INSURANCE

(DRAFT 6-27-11)

Liability Insurance

The district shall maintain sufficient liability insurance to protect it against claims for the negligent or wrongful acts of its staff or agents. The amount and terms of such insurance protection shall be reviewed annually as part of the district's risk management program.

The board shall hold individual board members, administrators, staff or agents of the district harmless and defend them from any financial loss, including reasonable attorneys' fees, arising out of any act or failure to act, provided that at the time of the act or omission complained of, the individual so indemnified was acting within the scope of his/her responsibilities or employment and in compliance with the policies and procedures of the district.

The district shall provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection must include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged.

A member of the board of directors or the superintendent is immune from civil liability for damages for any discretionary decision or failure to make a discretionary decision within his or her official capacity, but liability shall remain on the district for the tortious conduct of the board members and superintendent. The superintendent shall obtain errors and omissions insurance in the amounts deemed necessary by the board.

Property Damage Insurance

The district shall maintain a comprehensive insurance program which shall provide adequate coverage, as determined by the board, in the event of loss or damage to school buildings and/or equipment, including motor vehicles.

Staff Insurance

The district shall develop and maintain an effective program of insurance for its staff. Such programs may include, but are not limited to, unemployment compensation, industrial accident and/or injury insurance, liability and medical insurance.

The district may make available liability, life, health, health care, accident, disability or salary protection insurance or any one of or a combination of these types of insurance and may contribute all or part of the cost of such insurance.

Workers' Compensation

(Insert school district name) is self-insured through the *(trust name)* for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in two ways:

- A. Medical costs resulting from job-related injuries or diseases are paid under the claim; and
- B. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their doctor.

When an employee is injured on the job and is unable to perform his or her duties as a result of an on-the-job injury or occupational disease and certified off work by a doctor, the employee may elect to use leave as follows (provided the employer does not elect to keep the employee on full salary through means other than use of accrued leave):

- A. Choose unpaid leave thus receiving only his or her entitled temporary total disability (TTD) benefits, or
- B. Elect to use a full day of accumulated leave (sick, annual or other similar benefit) in addition to their entitled TTD benefits, or
- C. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.

~~Workers' compensation is an insurance program which covers job related injuries and occupational diseases. School staff members are covered by a self insured program which has been approved by the Washington State Department of Labor and Industries. The staff member is protected in two ways:~~

- ~~1. Medical costs resulting from job injuries are paid~~
- ~~2. Injured employees are paid a partial wage while off work because of a job injury or illness due to on the job causes.~~

~~When a staff member is injured on the job with a time loss, the district will grant full sick leave for the first three (3) days provided the staff member has accumulated sick leave to cover. For each day covered by workers' compensation, the employee may use accumulated sick leave to make up the difference between the workers' compensation payments and the employee's regular salary. In such instances, total pay shall not exceed the staff member's regular pay.~~

Medical Insurance

Medical plans are offered in the district on a payroll deduction plan. Staff may select from among those plans which are made available by the district's approval. The district shall make a contribution toward approved insurance premiums for each full-time staff member each month in an amount which is determined each year. The district may provide prorated contributions toward premiums for less than full-time staff. In the event of any fully-funded legislative changes for payment of insurance premiums, such funds shall be provided automatically as additional contributions.

When a staff member is on leave and the staff member's accumulated paid leave has been exhausted, the district shall notify the staff member that the medical insurance benefits are exhausted and the premium is due. The district shall accept the premium from the staff member and remit it to the carrier each month during the term of an approved leave of absence.

In compliance with COBRA (Consolidated Omnibus Budget Reconciliation Act), the district will offer continuing health care coverage on a self-pay basis to staff members and their dependents following termination (for reasons other than gross misconduct), a reduction in hours, retirement, death, or loss of coverage eligibility to the dependent. These health benefits will be identical to the coverages offered to full-time staff members. For terminated or reduced-hour staff members, the coverage may last up to 18 months or until they become eligible for other health insurance, whichever is earlier. In the event of the

staff member's retirement, divorce, separation or death, or loss of dependent eligibility the coverage may last up to 36 months for the staff member and/or qualified beneficiary.

STUDENT INSURANCE

Student accident insurance coverage shall be offered. The district may distribute application forms and supply the necessary claims information (time of accident, cause of accident) when requested by a student or his/her parent.

Cross Reference: Board Policy 2151

Interscholastic Activities

Legal Reference: RCW 28A.400.350

Liability, life, health, health care, accident,
disability and salary insurance authorized —
Premiums

Adoption Date:
Auburn School District
Revised:

SCHOOL DISTRICT'S RESPONSIBILITY FOR PRIVATELY-OWNED PROPERTY

The district shall not assume responsibility for the maintenance, repair or replacement of any privately-owned property brought to a school or district function unless the use or presence of such property has been specifically requested in writing by the administration.

The district shall not make reimbursement for loss or damage to a staff member's personal equipment or material brought to school unless evidence can be shown that it was necessary or highly desirable for use in the school program. Evidence of loss or damage must show that the loss was not due to any negligence or fault of the staff member. The following guidelines shall apply:

- A. Leaving items of obvious value at the school over a weekend or vacation period should be avoided.**
- B. The district shall not reimburse for loss of money or personal effects.**
- C. The use of personal equipment for instructional purposes must have the prior approval of the principal or supervisor.**
- D. The staff member must verify that no personal insurance coverage is applicable to the loss or damage.**
- E. Claims for loss must be filed within 5 days after the damage or loss.**
- F. Proper documentation shall accompany the requisition for reimbursement.**

SEXUAL HARASSMENT

This district is committed to a positive and productive education and working environment free from discrimination, including sexual harassment. The district prohibits sexual harassment of students, employees and others involved in school district activities.

Sexual harassment occurs when:

- A. Submitting to the harasser's sexual demands is a stated or implied condition of obtaining an education or work opportunity or other benefit;
- B. Submission to or rejection of sexual demands is a factor in an academic, work or other school-related decision affecting an individual; or
- C. Unwelcome sexual or gender-directed conduct or communication interferes with an individual's performance or creates an intimidating, hostile or offensive environment.

Sexual harassment can occur adult to student, student to adult, student to student, adult to adult, male to female, female to male, male to male and female to female.

The district will take prompt, equitable and remedial action within its authority on reports, complaints and grievances alleging sexual harassment that come to the attention of the district, either formally or informally. Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Persons found to have been subjected to sexual harassment will have appropriate school district services made reasonably available to them **and adverse consequences of the harassment shall be reviewed and remedied, as appropriate.**

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff and contractors. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. **The district will take appropriate actions to protect involved persons from retaliation.**

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

The superintendent/designee shall develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy. All staff are responsible for receiving informal complaints and reports of sexual harassment and informing appropriate district personnel of the complaint or report for investigation and resolution. All staff are also responsible for directing complainants to the formal complaint process.

The superintendent/designee shall develop procedures to provide age-appropriate information and education to district staff, students, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum sexual harassment recognition and prevention and the elements of this policy will be included in staff, student and regular volunteer orientation. This policy shall be posted in each district building in a place available to

staff, students, parents, volunteers and visitors. The policy shall be reproduced in each student, staff, volunteer and parent handbook.

The superintendent shall ensure that this policy and related procedures are developed, reviewed, and that changes to this policy, if applicable, shall be submitted to the board of directors.

Cross References:	Board Policy	3210	Nondiscrimination
		3240	Student Conduct
		3421	Child Abuse and Neglect
		5010	Nondiscrimination
		5281	Disciplinary Action and Discharge
Legal References:	RCW 28A.640.020		Regulations, guidelines to eliminate discrimination — Scope
	WAC 392-190-056 - 058		Sexual harassment

Adoption Date: 06.21.95
Auburn School District
Revised:

TRANSPORTATION

The district may provide transportation to and from school for a student:

- A. Whose residence is beyond the one mile radius from the school to which the student is assigned; ~~The student is outside of the district designated safe walking area for his or her school;~~
- B. ~~The district determines that the student's~~ **Whose** walking route to school is hazardous;
- C. **Whose disability prevents him/her from walking or providing for his/her own welfare while walking;** ~~The student to be transported is disabled under RCW 28A.155.020, as it now exists or is hereafter amended or recodified, and is either not ambulatory or not capable of protecting his or her own welfare while traveling to or from the school or agency where special education services are provided. or~~
- D. **Who has another compelling and legally sufficient reason to receive transportation services. The parent or guardian of a student whose assigned bus stop is beyond the maximum walking distance may receive reimbursement for private transportation at the state mileage reimbursement rate.**

The district's transportation program shall comply in all ways with state law and regulation. Transportation services of the district may include approved bus routes, district-approved field trips, school activities (**participants only**) and extracurricular activities (**rooters**). The superintendent is authorized to permit a parent of a student enrolled in school to ride a bus when excess seating is available and private or other public transportation is not reasonably available.

The board of directors may authorize children attending an approved private school to ride a school bus provided that the bus route and stops are not altered, space is available, and a fee to cover the per seat cost for such transportation is collected.

Routes And Schedules

The superintendent shall be responsible for scheduling bus transportation, including the determination of routes and bus stops as well as overseeing the transportation program.

The purpose of bus scheduling and routing is to achieve maximum service with a minimum fleet of buses insofar as this is consistent with rendering safe and reasonably equal service to all students entitled to such service. **The board may authorize the use of a district-owned passenger car in lieu of a bus for transporting students to and from school.**

In order to operate the transportation system as safely and efficiently as possible, the following factors shall be considered in establishing bus routes:

- A. Where an alternate route may be considered without sacrifice of efficiency or economy, preference shall be given to that route more directly serving the largest number of students.
- B. Location of bus stops may be determined by such factors as student safety, economy and efficiency. **Students may be required to walk up to one mile from their home to their bus stop provided that the walking route is safe.**
- C. **School schedules shall be adjusted to allow maximum utilization of each bus in the system by alternating elementary and secondary trips.**

The district shall apply for state transportation apportionment funds and shall maintain the records required to obtain such funding.

Emergency Routes And Schedules

The district shall develop emergency bus routes and schedules to be used when weather conditions make the usual routes impassable or, **in the superintendent's judgment**, too hazardous. **At the beginning of the school year, copies of emergency routes and schedules shall be distributed to parents with instructions on how to obtain emergency information.**

If roads are closed to buses but not to private vehicles, the district may continue to operate the instructional programs of the schools without providing bus transportation until the roads are again open to buses.

Legal References:	RCW	28A.160	Student Transportation
		28A.160.020	Authorization for private school students to ride buses — Conditions
		28A.160.030	Authorizing individual transportation or other arrangements
	WAC	392-141	Transportation —State allocation for operations
		392-172-204	Transportation (Special Education)
		392-172-035	Definitions of “free appropriate, public education,” “adult student,” “special education student,” “parent,” and “public agency”

Adoption Date: 01.12.98

Auburn School District

Revised: 08.09.99

STUDENT SAFETY WALKING TO SCHOOL AND RIDING BUSES

A comprehensive school trip safety program shall address school walk routes, bus safety and route plans, vehicle access to the school, circulation and parking at the school, pedestrian circulation on and around the school campus and safety education and enforcement.

Safety Advisory Committee

The superintendent shall establish a Safety Advisory Committee (SAC) to develop a school trip safety program and to review safety concerns. The superintendent shall develop specific responsibilities and reporting relationships of the committee, including how the SAC relates to individual school safety programs.

Bus Safety

The superintendent shall develop written rules establishing the procedures for bus safety and emergency exit drills and for student conduct while riding on buses.

The bus driver is responsible for the safety of his/her passengers, particularly for those who cross a roadway after leaving the bus. No bus driver shall order or allow a student to disembark at other than his/her customary boarding or alighting place unless so authorized by the superintendent. In order to assure the safety of all, the bus driver may hold students accountable for their conduct during the course of transportation and may recommend corrective action against a student. Bus drivers are expressly prohibited from using corporal punishment.

Emergencies

In the event of an accident or other emergency, the bus driver shall follow the emergency procedures in accordance with the School Bus Driver Handbook (SPI). A copy of the emergency procedures shall be located in each bus. To insure the success of such emergency procedures, each bus driver shall conduct an emergency evacuation drill within the first six weeks of each school semester. The district shall conduct such other drills and procedures as may be necessary.

Student Conduct On Buses

The superintendent shall establish written rules of conduct for students riding school buses. Such rules shall include as a minimum the requirements of **WAC 392-145-035** and **shall be reviewed annually by the superintendent and revised if necessary. If the rules are substantially revised, they shall be submitted to the board for approval.**

At the beginning of each school year, a copy of the rules of conduct for students riding buses shall be provided to each student who is scheduled to ride a school bus. **The classroom teacher and/or bus driver shall review the rules with the students at or near the beginning of each school year. A copy of the rules shall be available upon request at the district office.**

Cross References: Board Policy 3241
 Board Policy 6510

Classroom Management, Corrective Actions
or Punishment
Safety

Legal References:	RCW 28A.600.010	Government of schools, pupils, employees, rules and regulations for — Due process guarantee — Enforcement
	WAC 392-144	School Bus Driver Qualifications
	WAC 392-400-225	School district rules defining misconduct — Distribution of rules
	WAC 392-145	Transportation — Operation rules
	WAC 392-145-015	General operating regulations
	WAC 392-145-035	Rules for students riding school buses

Adoption Date:
Auburn School District
Revised:

VIDEO CAMERAS ON SCHOOL BUSES

The board authorizes the use of video cameras on district operated school buses for the purpose of reducing discipline problems, thus providing a safer environment for the transportation of students. The reason for recording the transportation environment is to provide school officials, drivers and parents/guardians/custodians with documentation when dealing with inappropriate student behavior. Disciplinary action will be in accordance with policies and procedures on Student Responsibilities and Rights.

The superintendent shall prepare procedures for use of the video equipment on buses, the authorized review process for video tapes and the proper disposal of tapes.

Cross References: Board Policy 3200 Student Rights and Responsibilities

Adoption Date:
Auburn School District
Revised:

SPECIAL TRANSPORTATION

The following uses of district transportation are a privilege, not a right, and, except where bound by the terms of a lease, the district may revoke that privilege through official board action at a regularly scheduled and legally advertised meeting. The superintendent shall have the authority to modify transportation services for school and extracurricular activities when the available fuel supply for regular transportation services appears to fall below the required level. Any staff member may deny transportation to any student who violates the district's written rules and regulations.

School Activities

Transportation may be provided by the district for all activities which have been officially designated by the board as school activities. Activities may include, but not be limited to:

- A. Educational field trips growing out of regular classroom activity which are planned by the teacher, approved by the principal and supervised by school staff, **provided that any overnight trip requires prior approval of the board; and**
- B. Athletics, debate, drama or music programs or other board-approved cocurricular programs.

Participants in any other activity who feel such activity should be considered an official school activity may petition the board, through the superintendent, to have it considered as a school activity.

Extracurricular Activities

The superintendent may authorize the use of district transportation vehicles transporting nonparticipating students to extracurricular activities. Such vehicles may be so used when the users pay an amount sufficient to reimburse the district for the complete cost of such use.

District drivers shall be used on all such trips. Participants shall be supervised by staff.

Leasing of Buses

The board may enter into a written lease agreement with any of the following:

- A. **A nonprofit organization transporting handicapped children and/or persons at least 60 years of age to and from the site of activities or programs deemed beneficial to such persons by such organizations, provided that commercial bus service is not reasonably available for such purpose;**
- B. **A governmental agency transporting personnel, supplies and/or evacuees in the event of a major forest fire, flood or other natural disaster;**
- C. **A user conducting an educational recreation program supported wholly or in part by tax funds.**

Such a lease agreement shall contain a clause absolving the district of any and all liability arising from the lessee's use and operation of the district's buses and a clause requiring the lessee to maintain adequate insurance to recompense the district for the potential loss of the buses leased. Potential users shall stipulate in writing that commercial or charter bus service is not reasonably available to provide the services for which a school bus is needed. The user shall reimburse the district for the actual costs plus a reasonable fee for use of the bus. Funds derived from the lease of a surplus bus shall be deposited in the transportation

vehicle fund. If a bus is a part of the regular fleet, the funds derived from a rental or lease agreement may be deposited in the general fund.

Cooperative Programs

The board may enter into cooperative transportation agreements with other districts when it is economically advantageous to the cooperating districts and when it does not impair the quality of educational programs available to students.

Cross Reference:	Board Policy 2320		Field Trips
	Board Policy 6112		Rental or Lease of District Property
	Board Policy 6605		Student Safety Walking to School and Riding Buses)
Legal References:	RCW	28A.160.010	Operation of student transportation program —Responsibility of local district —
			Transporting of elderly — Insurance
		28A.160.040	Lease of buses to transport children with disabilities and elderly — Limitation
		28A.160.070	Lease of buses to transport handicapped children and elderly — Elderly persons defined — Program limitation
		28A.160.080	School buses, rental or lease for emergency purposes-Authorization
		28A.160.100	School buses, transportation of general public to interscholastic activities— Limitations
		28A.160.120	Agreements with other governmental entities for transportation of public or other noncommon school purposes — Limitations
		28A.335.060	Surplus school property, rental, lease or use of — Disposition of moneys received from

Adoption Date: 01.12.98

Auburn School District

Revised:

PRIVATE VEHICLE TRANSPORTATION

The board authorizes the use of private vehicles under the following circumstances:

- A. Under unusual circumstances, the district may request parents, or a responsible adult, to drive children to school in their own vehicles on a per-mile cost reimbursable basis. The transportation department determines when "in-lieu" transportation would be advantageous to the district and arranges its implementation. In cases where car pools are formed by families, reimbursement shall be provided only to the parent whose car is used to transport the students to school.**
- B. Upon written approval of the principal, staff may transport students when a student's welfare is involved; when due care dictates prompt action, when engaged in occasional field trip activity or when engaged in an occasional extracurricular activity. The staff member shall acknowledge that he/she agrees to assume full responsibility for any liability or property damage, comprehensive or collision, made by or against the driver/owner of the vehicle. The district's liability insurance shall cover the risk assumed by the district. The mileage of the staff member shall be reimbursed by the district.**

The superintendent shall establish procedures for the use of private auto transportation.

Legal References:	RCW 28A.160.030	Authorizing individual transportation or other arrangements
	WAC 392-143-070	Other vehicles used to transport students

Adoption Date:
Auburn School District
Revised:

DRIVER TRAINING AND RESPONSIBILITY

School bus operators shall observe all state statutes and administrative rules governing traffic safety and school bus operation. The district shall, at the beginning of each school year, verify that each school bus driver has been provided a copy of the OSPI School Bus Driver Handbook, the district's policy and procedure on the Prohibition of Harassment, Intimidation and Bullying, any additional laws and/or rules which apply to school bus drivers, and the district's written rules for student conduct on buses.

Bus Driver Qualifications

Prior to on-the-road training, the district will verify that each driver holds a commercial driver's license instruction permit and a valid Department of Transportation (DOT) medical examiner's certificate, and the district will conduct a pre-employment drug screening pursuant to federal regulations. The school district shall verify a negative result of such test prior to allowing the driver to operate a school bus on public roads, regardless of whether or not students are on board.

~~Each bus driver must have a Type 1 school bus driver's authorization issued by the Superintendent of Public Instruction, a passenger endorsement, and either a Class B or C commercial driver's license. The bus driver shall also hold a valid and current first aid card. An air brake endorsement is required for a driver who is assigned to a bus with air brakes. A bus driver is required to pass a Department of Transportation and a Superintendent of Public Instruction physical examination every two years. The school district retains the right to request more frequent medical examinations or demonstration of the physical ability requirements of WAC 180-20-102(5). The district is required to conduct a pre-employment drug screening test pursuant to CFR 49.382. The school district shall verify a negative result of such test prior to allowing the driver to operate a school bus on public roads, regardless of whether there are students on the bus. The district shall comply with the other drug testing requirements under Federal law, which include random, reasonable suspicion, and post accident testing. Failure to submit to a drug test shall result in termination.~~

A. Initial Authorization

Prior to transporting students, each school bus driver must have a school bus driver's authorization issued by the Superintendent of Public Instruction; a commercial drivers license appropriate for the size vehicle they will drive, including a passenger endorsement; and a school bus endorsement (with the air brake restriction removed if they drive a bus with air brakes). A school bus driver shall also hold a valid and current first-aid card (unless the driver has a temporary school bus driver authorization). A school bus driver is required to maintain and carry a valid Department of Transportation (DOT) medical examiner's certificate and to demonstrate annually their continued ability to pass the Superintendent of Public Instruction school bus driver physical certification requirement. The school district retains the right to request more frequent medical examinations or demonstration of the physical ability requirement.

B. Continuing Compliance

At least once each school year, school bus driver's must submit to his or her supervisor a photocopy of the following: a valid commercial drivers license indicating the appropriate endorsements, a valid DOT medical examiner's certificate and a current first-aid card. Annually school bus drivers shall make a written disclosure verifying that he or she meets the continuing requirements for school bus drivers and verifying that his or her driving and criminal records do not indicate any disqualifying conditions

At least annually, the district will obtain an original, current and complete school bus driver abstract directly from the Department of Licensing verifying that each school bus driver is in compliance with all continuing bus driver qualifications and that his or her driving record does not indicate any disqualifying conditions.

Employees are responsible for reporting any potentially disqualifying offenses to the school district or their supervisor within 20 days. Within 20 days of receiving notice, the district shall notify OSPI in writing of the disqualifying offense.

The district shall comply with all drug testing requirements under federal law, which include random, reasonable suspicion and post-accident testing. Failure to submit to a drug test shall result in termination.

Transportation by a School Employee

Any district employee, other than a school bus driver, who transports students for school activities in a district or private vehicle, must have a valid driver's license issued by the State Department of Licensing (**or their state of residence**), and proof of insurance. **Such drivers may only operate vehicles with a manufacturer's rated seating capacity of 10 or less including the driver. Such drivers are required to be authorized school bus drivers if they drive students on scheduled routes between home and school.**

In addition, for any employees whose job assignment or supplemental contract requires the regularly scheduled transportation of students in vehicles with a manufacturer's rated seating capacity of 10 or fewer, the district shall obtain a certified abstract of the driving record of the employee before the employee transports students. This requirement is not necessary for persons transporting students in an emergency affecting health and/or safety.

Supervision of Students

When a teacher, coach or other certificated staff member is assigned to accompany students on a bus, such person shall be primarily responsible for the behavior of the students in his/her charge **and shall ensure that student behavior complies with state regulations and district policy.** The bus driver shall have final authority and responsibility.

Charter buses or Excursion Carriers

When the district utilizes charter buses or excursion carriers, the driver shall not have unsupervised access to children, and children shall be supervised by a responsible employee of the district. **Every contract between the school district and a charter bus or excursion carrier shall contain a carrier profile from the Washington Utilities and Transportation Commission indicating a satisfactory safety rating.**

Legal References:	RCW	28A.160.210	School bus drivers, training and qualifications — Rules
		46.25	Uniform Commercial Drivers Act
	WAC	392-144	School bus driver qualifications
		392-145-015	General operating regulations
		392-145-020 through 030	Rules for school bus drivers; Rules for students riding school buses
		49CFR382	FHWA CDL Drug Testing Requirements
Management Resources:	<i>Policy News</i> , April 2007		
	<i>Policy News</i> , October 2006		
			School Bus Driver Qualifications OSPI Updates Bus Driver Rules

Adoption Date: 01.12.98

School District Name:

Revised: 05.05.06

SCHOOL-OWNED VEHICLES

The district may provide for the necessary transportation and expenses that are incurred in the course of performing services for the district, whether within or outside the district. All such vehicles shall be properly **marked with letters of contrasting color at least 1-1/4" in height in a conspicuous place on both sides of the vehicle. A district may use a distinctive insignia which shall be at least six (6) inches in diameter across its narrowest dimension. Unless otherwise specified, all travel must be approved in advance by the staff member's immediate supervisor.**

The superintendent **is directed to** establish procedures for the use of school-owned vehicles. **The district shall comply with IRS regulations pertaining to the use of district-provided vehicles for personal commuting.**

Cross References: Board Policy 6213

Reimbursement for Travel Expenses

Legal References: RCW

46.08.065 Publicly-owned vehicles to
be marked — Exceptions

Adoption Date: 01.12.98
Auburn School District
Revised:

CONTRACTING FOR TRANSPORTATION SERVICES

If the board enters into a contract for transportation services, the contractor shall operate such equipment according to district policy and the rules and regulations of the state board of education. The contract shall be in effect for no more than five years. Prior to entering into such a contract the district shall determine that the cost of contracting will not exceed the projected cost of operating its own system. Such assurances shall be submitted to the superintendent of public instruction for approval.

Legal References:	RCW 28A.160.010	Operation of student transportation program — Responsibility of local district — Scope — Transporting of elderly — Insurance
	28A.160.140	Contract for pupil transportation services with private nongovernmental entity — Competitive bid procedures
	28A.335.170	Contracts to lease building space and portable buildings, rent or have maintained security systems, computers and other equipment, and provide pupil transportation services
	WAC 392-144	School Bus Driver Qualifications
	392-141	Transportation — State Allocation for Operations
	392-143	Transportation — Specifications for School Buses
	392-145	Transportation — Operation Rules

Adoption Date:
Auburn School District
Revised:

NUTRITION AND PHYSICAL FITNESS

The Auburn School District is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The board supports emphasis on nutrition as well as physical activity at all grade levels. Therefore, it is the policy of the board to:

- A. Provide students access to nutritious food;
- B. Provide opportunities for physical activity and developmentally appropriate exercise; and
- C. Provide accurate information related to these topics.

The district shall develop and implement a comprehensive nutrition program consistent with state and federal requirements.

Nutrition, health and fitness topics shall be integrated within the sequential, comprehensive health education curriculum taught at every grade level, kindergarten through grade 12, and coordinated with the district's nutrition and food services operation.

The district shall take a proactive effort to encourage students to make nutritious food choices. The superintendent shall ensure that:

- A. A variety of healthy food choices are available whenever food is sold or served on district property or at district-sponsored events;
- B. Schools shall regulate the sale or serving of foods or snacks high in fat, sodium or added sugars; and
- C. Nutritious meals served by the school nutrition and food services operation complies with state and federal law.

Nutrition

Nutrition Standards

The district shall provide school breakfasts and lunches which meet the nutritional standards required by state and federal school breakfast and lunch programs. Meals served in school before the end of the last lunch period shall conform to the U.S. Dietary Guidelines for Americans.

Child Nutrition Program

~~School cafeterias shall be regulated and operated within the regular school budget, with separate accountability. Cafeteria accounts shall be maintained according to Federal and State prescribed regulations and held ready for inspection and audit by authorized Federal and State agents.~~

The district supports the philosophy of the National School Lunch and Breakfast programs and shall provide wholesome and nutritious meals for children in the district's schools. The board authorizes the superintendent to administer the child nutrition program. **Expenditures for food supplies shall not exceed the estimated revenues.**

Because of the potential liability of the district, the child nutrition program shall not accept donations of food.

Free and Reduced-Price Food Services

The district shall provide free and reduced-price breakfasts, lunches and milk to students according to the terms of the National School Lunch and Breakfast programs and the laws and rules of the state. The district shall inform parents of the eligibility standards for free or reduced

price meals. Reasonable efforts shall be made to protect the identity of students receiving such meals. A parent has the right to appeal any decision with respect to his/her application for free or reduced-price food services to the superintendent **or designee**.

The district may provide free, nutritious meals to all children on test days, including students who do not qualify for free or reduced priced federal school meal benefits, however, the district is responsible for the cost of providing meals to students who are ineligible for free and reduced priced meals.

The board of directors may establish a program whereby school meals may be provided to anyone other than students of the district at the greatest price charged any student plus an amount representing the portion of the lunch cost paid for from local, state and federal assistance (cash and food).

Surplus Commodities

The district may use food commodities made available under the Federal Food Commodity Program for school menus.

Physical Education

Health and Fitness Curriculum

The district shall adopt and implement a comprehensive health and fitness curriculum ~~consistent with the EALRs (Washington State Essential Academic Learning Requirements)~~. The curriculum will provide opportunities for developmentally appropriate instruction for grades K-12. Evaluation procedures will utilize classroom-based assessments or other strategies. ~~Progress will be reported to the school board periodically.~~

In addition to required physical education, students at the elementary level should have the opportunity to participate in ~~physical activity at~~ **daily recess and physical activity. The district shall provide daily recess period(s) for elementary school students, featuring time for unstructured but supervised active play.** The district is encouraged to provide adequate co-curricular physical activity programs, **including fully inclusive intramural programs and physical activity clubs;** and to promote the use of school facilities for physical activity programs offered by the school and/or community-based organizations outside of school hours.

~~The superintendent or designee, guided by the recommendations of the 2005 Citizens' Ad Hoc Committee, shall develop procedures for the implementation and monitoring of this policy.~~

Cross References:	Board Policy 4260	Use of School Facilities
Legal References:	RCW 28A.230.040	Physical Education – Grades 1-8
	28A.230.050	Physical Education in High Schools
	28A.235	Food Services
	28A.235.120	Meal Programs — Establishment and Operation — Personnel — Agreements
	28A.235.130	Milk for children at school expense
	28A.623.020	Nonprofit program for elderly — Authorized — Restrictions
	69.04	Intrastate Commerce in Food, Drugs and Cosmetics
	69.06.010	Food and beverage service worker's permit — Filing, duration — Minimum training requirements
	69.06.020	Permit exclusive and valid throughout state — Fee

69.06.030	Diseased persons — May not work — Employer may not hire
69.06.050	Permit to be secured within fourteen days from time of employment.
69.06.070	Limited duty permit
WAC 392-410-135	Physical Education – Grade school and high school requirement.
WAC 392-410-136	Physical Education Requirement-Excuse 7 CFR, Parts 210 and 220 7 CFR, Part 245.5

Management Resources: *Policy News*, December 2004 Nutrition and Physical Fitness Update
Policy News, February 2005 Nutrition and Physical Fitness Policy

Adoption Date: 07.25.05
Auburn School District
Revised:

OPERATIONS AND MAINTENANCE OF SCHOOL PROPERTY

Facilities are to be maintained and operated in a safe, healthful condition and to preserve the district's investment. The Superintendent shall provide for a program to maintain the district physical plant by way of a continuous program of repair, maintenance, and reconditioning. Budget recommendations shall be made each year to meet these needs and any such needs arising from an emergency.

Cross Reference: Board Policy 3520
Legal Reference: RCW 28A.635.060

Student Fees, Fines, Charges
Defacing or injuring school property —
Liability of pupil, parent, or guardian —
Withholding grades, diploma, or transcripts
— Suspension and restitution — voluntary
work program as alternative — Rights
protected
State Assistance in Post 1993 Facilities
New Rules for Asset Preservation Program

WAC 392.347.023
Management Resources: *Policy News*, June 2009

Adoption Date:
Auburn School District
Revised:

CAPITAL ASSETS/THEFT-SENSITIVE ASSETS

Capital Assets

The district shall maintain a comprehensive capital assets record-keeping system. The goal of the capital assets program is to protect the district against losses that would significantly affect the district's students, staff, property, budget or the ability of the district to continue to fulfill its stewardship responsibilities.

For purpose of this policy, "capital assets" shall mean land, improvements to land, easements, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure and all other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period which:

- A. Retains its shape and appearance with use;
- B. Is nonexpendable, meaning if the item is damaged or some of its parts are lost or worn out, it may be more feasible to repair it than to replace it with an entirely new item.
- C. It does not lose its identity when incorporated into a more complex unit;
- D. Is valued no less than \$5,000 unless a lesser amount is set by the district; and
- E. Has a life expectancy of at least one year.

Federal law requires a physical inventory of federally-funded assets at least once every two years.

No equipment shall be removed for personal or non-school use.

Theft-Sensitive Assets

For purposes of this policy, "theft-sensitive" are those items identified by the district as most subject to loss (e.g., audio-visual equipment, laptop computers, digital cameras). The district should establish procedures for internal controls and conduct an annual inventory of theft-sensitive assets.

Cross References:	Board Policy 6570	Property, Data and Records Management
Legal References:	RCW 28A.335.090	Conveyance and acquisition of property —
		Management — Appraisal
	34 CFR § 80.32	Uniform Administrative requirements for
		grants and cooperative agreements to state
		and local governments – Equipment
	7 CFR § 3015, 3016	Agriculture
	45 CFR § 92.32	Health and Human Services
	Office of Management and Budget (OMB) Circular A-87, Cost Principles	
	for State, Local, and Indian Tribal Governments, Attachment B(19)	

Management Resources:

Policy News, June 2008 Capital
Assets/Theft-Sensitive Assets
Policy News, April 2006 Fixed Assets

Adoption Date:
Auburn School District
Revised:

ENERGY MANAGEMENT/EDUCATION

The board recognizes the responsibility to develop and maintain programs to support the conservation of energy and natural resources. In recognition of this leadership responsibility, the district shall strive to (a) institute effective energy management and (b) provide information and develop conservation attitudes and skills for the students it serves.

The superintendent or designee is authorized to establish annual energy management goals, annual energy education goals, and extrinsic rewards to school buildings in recognition of conservation accomplishments.

Cross Reference:	Board Policy 2020	Curriculum Development and adoption of instructional materials
	Board Policy 6923	Energy conservation

Adoption Date:
Auburn School District
Revised:

DISPOSAL OF SURPLUS EQUIPMENT AND/OR MATERIALS

The district may declare property and equipment surplus and/or obsolete and may offer that property for sale. Revenue from sales shall be considered income for the appropriate fund as required by the Accounting Manual for School Districts. Surplus equipment and/or materials that are determined to have no value or if no purchases are found may be recycled or destroyed

Prior to disposing of any surplus texts, other books, equipment, materials or relocatable facilities, the superintendent shall serve written notice in a newspaper of general circulation in the school district and to any public school district or private school in Washington state annually requesting such notice. The material or equipment shall be sold to any interested public or private school at its depreciated cost or fair market value, whichever is greater. Students shall have priority in the purchase of texts. Disposition of such surplus property to parties other than public or private schools may take place thirty days after written notice is served.

The preceding notice requirements do not apply to the loan, lease, sale or transfer of assistive devices for the use or benefit of children with disabilities, their parents, or any public or private nonprofit agency providing education, health or rehabilitation services to individuals with disabilities.

Funds derived from the rental, sale or lease of student transportation equipment shall be placed into the transportation vehicle fund. Funds derived from the sale of personal property shall be placed into the general fund.

Legal References:	RCW 28A.155.160	Assistive devices — Transfer for benefit of children with disabilities — Record inventory
	RCW 28A.335.060	Surplus school property — Rental, lease or use of — Disposition of moneys received from
	RCW 28A.335.090	Conveyance and acquisition of property — Management — Appraisal
	RCW 28A.335.180	Surplus texts and other educational aids, notice of availability — Student priority as to texts
	RCW 28A.335.205	Assistive devices — Transfer for benefit of children with disabilities — Record, inventory
	RCW 39.33.070	School districts and libraries — Disposal of obsolete or surplus reading materials — Procedures
	WAC 392-143-050	Resold School Buses

Adoption Date: 01.12.98
Auburn School District
Revised: 09.09.02

DISPOSAL OF SURPLUS EQUIPMENT AND/OR MATERIALS **(DRAFT 6-27-11)**

Such devices do not need to be declared surplus. The sale or transfer of such devices shall be recorded and based on the item's depreciated value. The district shall establish and maintain an inventory of assistive technology devices whose value exceeds \$100, and for each device shall establish a value that shall be adjusted annually to reflect depreciation.

“Assistive device” means any item, piece of equipment, or product system, whether acquired commercially off-the-shelf, modified or customized, that is used to increase, maintain, or improve functional capabilities of children with disabilities.

SALE OF REAL PROPERTY

The board has exclusive control of the acquisition and disposal of all district property. This power shall be exercised only when the board determines by resolution that such property is or is not necessary for school purposes.

Once the board has considered all the factors relating to a proposed sale of real property, it shall comply with all requirements of the law, including:

- A. A market value appraisal by a professionally designated real estate appraiser or by a general real estate appraiser certified under chapter 18.140 RCW, selected by the board shall be secured.**
- B. No sale of real property is to take place if the sale price would be less than 90 percent of the appraisal made by the appraiser unless the property has been on the market for one year, in which case it may be reappraised and sold for not less than 75 percent of the reappraisal value if the sale is approved by the unanimous consent of the board.**
- C. If the appraised value exceeds \$70,000 notice that such a sale is being considered is to be published in a newspaper of general circulation within the district for at least two consecutive weeks. The notice shall specify the date, time and place of a public hearing scheduled to consider the property specified for sale. Evidence concerning the proposed sale along with the advisability of selling the parcel is to be taken into account by the board at such a hearing.**
- D. Bids may be secured or a licensed real estate broker may be engaged. If the latter, the commission shall not exceed 7 percent. Any appraiser selected by the board to appraise the market value of a parcel of property may not be a party to any contract with the district to sell the parcel for a period of three years after the appraisal. No bid award shall be made within a forty-five day period following publication of notice of the intended sale in a newspaper of general circulation in the district.**

Receipts from the sale of real property shall be placed into the debt service fund or in the capital projects fund. However, after an evaluation of the sufficiency of the capital projects fund, receipts may be deposited into the district's general fund to be used exclusively for nonrecurring costs related to operating school facilities.

Legal References:	RCW 28A.335.090	Conveyance and acquisition of property — Management — Appraisal
	RCW 28A.335.120	Real property — Sale — Notice of and hearing on — Appraisal required — Broker or real estate appraiser services — Real estate sales contracts, limitations
	RCW 39.33.010	Sale, exchange, transfer, lease of public property authorized — Section deemed alternative
	Ch. 18.140 RCW	Certified Real Estate Appraiser Act
	RCW 28A.335.060	Surplus school property — Rental, Lease or use of — Disposition of Moneys Received From

Management Resources: *Policy News*, June 2001 Use of Real Estate Appraisers Modified
Policy News, February 2005 Surplus Property

Adoption Date:
Auburn School District
Revised:

CLOSURE OF FACILITIES

The board of directors has the authority to close a school building when an unforeseen ~~natural~~ event or mechanical failure causes a facility to become unsafe, unhealthy, inaccessible, or inoperable. **Prior to the closure of a school facility for foreseen circumstances, the board shall have prepared a written analysis which considers the following issues:**

- A. Projected or actual enrollment declines and the likelihood that they shall remain so for a long period;**
- B. The effect that the disposition or retirement shall have on other facilities and on the district's educational program offering;**
- C. Student and staff displacement, including transportation costs to new facilities and staff reassignment;**
- D. Potential for repair or modernization;**
- E. Financial considerations in terms of such factors as staff costs, operating and maintenance cost, the potential revenue from sale or lease of property, the cost of closure and transferring operations elsewhere;**
- F. Safety, health and fire regulations; and**
- G. Whether or not the facility may effectively be used for other purposes.**

During a 90-day period following the development of a written analysis, the board shall conduct one or more hearings to receive testimony on any issues related to the closure of a school. Each hearing notice shall be published once each week for two consecutive weeks in a newspaper of general circulation which serves the area where the school is located. The last notice shall be published at least seven days prior to the hearing. The notice shall contain the date, time, place and purpose of the hearing. Comments received from interested parties shall be used for advisory purposes only. The final determination of whether a facility shall be closed or remain open shall be made by the board.

Legal References: RCW 28A.150.290(2)

28A.320.010

28A.335.020

State superintendent to make rules and regulations — Unforeseen conditions or actions to be recognized — Paperwork limited
Corporate powers
School Closures — Policy of citizen involvement required — Summary of effects — Hearings — Notice

Adoption Date: 01.12.98
Auburn School District
Revised:

STATE ENVIRONMENTAL POLICY ACT COMPLIANCE

The district ~~adopts by reference the policies of~~ **accepts its responsibility, as described by the Washington state legislature in the State Environmental Policy Act, as expressed specifically Chapter 43.21C in RCW 43.21C.0101, RCW 43.21C.0202, and WAC 197-11-0303.**

Adoption by Reference.

In order to fulfill its responsibilities under the State Environmental Policy Act, the district adopts by reference the following sections or subsections of chapter 197-11 of the Washington Administrative Code ~~as they now exist or are hereafter amended or recodified.~~

- WAC 197-11-040: Definitions
- 050: Lead agency
 - 055: Timing of the SEPA process
 - 060: Content of environmental review
 - 070: Limitations on actions during SEPA process
 - 080: Incomplete or unavailable information
 - 090: Supporting documents
 - 100: Information required of applicants
 - 300: Purpose of this part
 - 305: Categorical exemptions
 - 310: Threshold determination required
 - 315: Environmental checklist
 - 330: Threshold determination process
 - 335: Additional information
 - 340: Determination of nonsignificance (DNS)
 - 350: Mitigated DNS
 - 360: Determination of significance (DS)/initiation of scoping
 - 390: Effect of threshold determination
 - 400: Purpose of EIS
 - 402: General requirements
 - 405: EIS types
 - 406: EIS timing
 - 408: Scoping
 - 410: Expanded scoping (Optional)
 - 420: EIS preparation
 - 425: Style and size
 - 430: Format
 - 435: Cover letter or memo
 - 440: EIS contents
 - 442: Contents of EIS on nonproject proposals
 - 443: EIS contents when prior nonproject EIS
 - 444: Elements of the environment
 - 448: Relationship to EIS to other considerations
 - 450: Cost-benefit analysis
 - 455: Issuance of DEIS
 - 460: Issuance of FEIS
 - 500: Purpose of this part
 - 502: Inviting comment

-504: Availability and cost of environmental documents
-508: SEPA register
-535: Public hearings and meetings
-545: Effect of no comment
-550: Specificity of comments
-560: FEIS response to comments
-570: Consulted agency costs to assist lead agency
-600: When to use existing environmental documents
-610: Use of NEPA documents
-620: Supplemental environmental impact statement - procedures
-625: Addenda - procedures
-630: Adoption - procedures
-635: Incorporation by reference - procedures
-640: Combining documents
-650: Purpose of this part
-655: Implementation
-660: Substantive authority and mitigation
-680: Appeals
-700: Definitions
-702: Act
-704: Action
-706: Addendum
-708: Adoption
-710: Affected tribe
-712: Affecting
-714: Agency
-716: Applicant
-718: Built environment
-720: Categorical exemption
-722: Consolidated appeal
-724: Consulted agency
-726: Cost-benefit analysis
-728: County/city
-730: Decision maker
-732: Department
-734: Determination of nonsignificance (DNS)
-736: Determination of significance (DS)
-738: EIS
-740: Environment
-742: Environmental checklist
-744: Environmental document
-746: Environmental review
-748: Environmentally sensitive area
-750: Expanded scoping
-752: Impacts
-754: Incorporation by reference
-756: Lands covered by water
-758: Lead agency
-760: License
-762: Local agency
-764: Major action
-766: Mitigated DNS
-768: Mitigation

- 770: Natural environment
- 772: NEPA
- 774: Nonproject
- 776: Phased review
- 778: Preparation
- 780: Private project
- 782: Probable
- 784: Proposal
- 786: Reasonable alternative
- 788: Reasonable official
- 790: SEPA
- 792: Scope
- 793: Scoping
- 794: Significant
- 796: State agency
- 797: Threshold determination
- 799: Underlying governmental action
- 800: Categorical exemptions
- 880: Emergencies
- 890: Petitioning DOE to change exemptions
- 900: Purpose of this part
- 912: Procedures of consulted agencies
- 916: Application to ongoing actions
- 918: Lack of agency procedures
- 920: Agencies with environmental expertise
- 922: Lead agency rules
- 924: Determining the lead agency
- 926: Lead agency for governmental proposals
- 928: Lead agency for public and private proposals
- 930: Lead agency for private projects with one agency with jurisdiction
- 932: Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a county/city
- 934: Lead agency for private projects requiring licenses from a local agency, not a county/city, and one or more state agencies
- 936: Lead agency for private projects requiring licenses from more than one state agency
- 938: Lead agencies for specific proposals
- 940: Transfer of lead agency status to a state agency
- 942: Agreements on lead agency status
- 944: Agreements on division of lead agency duties
- 946: DOE resolution of lead agency disputes
- 948: Assumption of lead agency status
- 960: Environmental checklist
- 965: Adoption notice
- 970: Determination of nonsignificance (DNS)
- 980: Determination of significance and scoping notice (DS)
- 985: Notice of assumption of lead agency status
- 990: Notice of action

Additional Definitions

In addition to those definitions contained within WAC 197-11-700 to 197-11-799, the following terms shall have the following meanings, unless the context indicates otherwise:

- A. District. District means the Auburn School District No. 408, King County, state of Washington.
- B. SEPA Rules. SEPA Rules means Chapter 197-11 WAC adopted by the Council on Environmental Policy ~~and adopted by the Department of Ecology.~~

~~Substantive Authority.~~ The policies and goals set forth herein are supplementary to those in the existing authorization of the district. The district establishes the following criteria as the basis for exercising authority relative to environmental issues. The district shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

- C. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
- D. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- E. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
- F. Preserve important historic, cultural, and natural aspects of our national heritage;
- G. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- H. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
- I. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

The district recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

Critical Areas ~~Environmentally Sensitive Areas~~

In its actions, the district shall respect "**critical** ~~Environmentally Sensitive~~ areas" and their modified exemption criteria which have been adopted and displayed by local governments pursuant to **The Growth Management Act, Chapter 36.70A RCW** ~~WAC 197-11-908.~~

Actions **which** ~~that~~ shall be located wholly or partially within a **critical** ~~Environmentally Sensitive~~ area are to be treated no differently than other actions under these guidelines. A threshold determination shall be made for all such actions, and an EIS shall not be automatically required for a proposal merely because it is proposed for location in a **critical** ~~Environmentally Sensitive~~ area.

Use of ~~Categorical~~ **Exemptions**

In determining whether a proposal is exempt from SEPA the district shall comply with the square footage and parking space threshold levels adopted by the city or county under WAC 197-11-800 (1). To determine whether or not a proposal is exempt, the district shall ascertain the total scope of the proposal and the governmental licenses required. If a proposal includes a series of actions, physically or functionally related to each other, some of which are exempt and some which are not, the proposal is not exempt and the district must complete a threshold determination.

If a proposal includes both exempt and nonexempt actions, exempt actions may be authorized with respect to the proposal prior to compliance with the procedural requirements of these guidelines subject to the following limitations:

- A. No nonexempt action shall be authorized **prior to compliance with procedural and substantive requirements**;
- B. No action shall be authorized which shall irrevocably commit the district to approve or authorize a **nonexempt** action;
- C. The district may withhold approval of an exempt action which would lead to modification of the physical environment, when such modifications would serve no purpose if later approval of a **nonexempt** action is not secured; and
- D. The district may withhold approval of exempt actions which would lead to substantial financial expenditures by a private applicant which would serve no purpose if later approval of a **nonexempt** action is not secured.

Lead Agency Determination and Responsibilities

The district is lead agency for the proposals it initiates and is responsible for compliance with SEPA regulations.

Environmental Checklist

Except as provided in WAC 197-11-315 the ~~school~~ district must complete an environmental checklist (WAC 197-11-960) for any proposal that meets the definition of action (WAC 197-11-709), and is not categorically exempted in WAC 197-11-800 and 880. This checklist shall be the basis for the threshold determination.

For all proposals for which the district is the lead agency, the responsible official of the district shall make the threshold determination pursuant to the criteria and procedures of WAC 197-11-300 through -360.

Preparation of EIS

The draft and final EIS shall be prepared either by the responsible official or his/her designee or a consultant retained by the school district.

In the event that an EIS is to be prepared by a consultant, the responsible official shall assure that the EIS is prepared in a responsible manner and with appropriate methodology. The responsible official shall direct the areas of research and examination to be undertaken, as well as the organization of the resulting document.

No matter who participates in the preparation of an EIS, it must be approved by the responsible official prior to distribution.

Public Notice

The district will establish a mailing list for those interested citizens who wish to be informed regarding documents the district issues that require public notice. If deemed appropriate by the responsible official, the school district will place appropriate notice in the paper of general circulation which serves the area.

Designation of Official to Perform Consulted Agency Responsibilities for the District

The superintendent or his designee shall be responsible for the preparation of the written comments for the district in response to a consultation request prior to a threshold determination, participation in predraft consultation or reviewing a draft EIS.

The official designated in paragraph 1 ~~superintendent or his designee~~ shall be responsible for compliance by the district with WAC 197-11-400 through -460 wherever the district is a consulted agency, and he/she is authorized to develop operating procedures which shall ensure

that responses to consultation requests are prepared in a timely fashion and include data from all appropriate departments of the district.

Designation of Responsible Official

For those proposals for which the district is the lead agency, the responsible official shall be the superintendent or his/her designee. The responsible official shall make the threshold determination, supervise preparation of any required EIS and perform any other functions assigned to the "lead agency".

Fees

No fee shall be collected by the district for performing its duties as a consulted agency.

The district may charge any person for copies of any document prepared pursuant to the requirements of this ordinance and for mailing thereof, in a manner provided by **Chapter 42.56 RCW 42.17**.

ADMINISTRATIVE APPEALS

Appeals

- ~~1. Appeal to Superintendent. Agency appeals are provided for SEPA procedural determinations, except that an agency appeal is not determinations shall be appealed by mailing or delivering a letter to the Superintendent. The letter must include the information in paragraph 3 below.~~
 - ~~2. Deadline for Appeal. The letter of appeal shall be delivered or mailed to the Superintendent within fifteen (15) days of the date the challenged environmental document or determination is issued.~~
 - ~~3. Form of Appeal. For an appeal to be accepted, the letter must specify: a. the determination being appealed; b. the errors complained of; c. the corrective action being sought; d. the reasons why the determination should be changed; and e. whether further oral or written comment or a hearing is requested. Supporting documents may be submitted with the letter of appeal.~~
 - ~~4. Hearing examiner. The superintendent may serve as the presiding officer and may review the appeal directly, or the superintendent may appoint a hearing examiner or another appointee to serve as the presiding officer~~
 - ~~5. Time to decision. The presiding officer shall have thirty(30) days after securing sufficient information to make a decision in writing. The presiding officer of an appeal may set deadlines for the submission of any additional information or comments~~
 - ~~6. Hearing. A hearing shall be provided if requested by the appellant. The hearing shall provide reasonable opportunity for the parties to present oral or written testimony and argument, consistent with these rules. The presiding officer may establish procedures for the hearing, and may set the time period allowed for each party to the appeal, including the staff, to present its case. A hearing may not be scheduled for at least five (5) days from the District's receipt of an appeal unless the parties agree otherwise~~
 - ~~7. Final Action. The district shall not take final action on a proposal while a proper appeal to the superintendent on a procedural determination is pending~~
 - ~~8. Other requisites. WAC 197-11-680(3) is adopted by reference with respect to other requirements of agency appeal proceedings~~
- ~~B. Judicial Review. An agency appeal must be brought prior to judicial review of SEPA compliance. RCW 43.21C.075 and WAC 197011-680.~~
- ~~C. Notes of Appeals~~
- ~~1. Agency Appeals. The notice requirements for environmental documents shall serve as adequate notice for agency appeals.~~

Publication of Notice

The district may publish notice of action pursuant to RCW 43.21C.080 for any action to establish a time limit for judicial appeals.

The form of the notice shall be as prescribed by the department of ecology and/or substantially in the form and manner set forth in RCW 43.21C.080. The notice shall be published by the district secretary pursuant to RCW 43.21C.080.

Severability

If any provision of these regulations or its application to any person or circumstances is held invalid, the remainder of these regulations or the application of the provision to other persons or circumstances shall not be affected.

Effective Date

These guidelines shall become effective on February 23, 1998.

Legal References: RCW 43.21C State Environmental Policy
 WAC 197-11 State Environmental Policy Act
 (SEPA) Rules

Management Resources: *Policy News*, December 1998 SEPA policy requires periodic
 review and understanding

Adoption Date: 02.23.98
Auburn School District
Revised:

PESTICIDE NOTIFICATION, POSTING AND RECORD KEEPING

The Superintendent is directed to develop procedures to assure that the District complies with the requirements of law regarding pesticide notification, posting and record keeping. This includes procedures for the annual notification of staff and parents of the District's pest control policies and methods; pre-notification of staff and parents of pesticide applications; posting of sites of pesticide applications; and record keeping, including an annual summary report of pesticide usage.

Legal References: RCW 17.21

Pesticide Application Act

Management Resources: *Policy News*, June 2002

Pesticide Policies Required by July 1st

Adoption Date:
Auburn School District
Revised:

FACILITIES PLANNING

In order to provide high quality physical environment for learning and teaching, the following factors shall be considered in the planning of district facilities:

- A. Facilities shall accommodate the educational needs of students and be consistent with the educational philosophy and instructional goals of the district.
- B. Facilities shall meet or exceed all applicable health, safety and welfare regulations.
- C. When reasonable, the district shall seek state and federal moneys to the maximum extent available to supplement its own financial resources.
- D. Adverse environmental impact shall be minimized.
- E. Changing demographic conditions shall be monitored to prepare for future needs.

Facilities Master Plan

In order to efficiently manage the district's present and future facilities needs, a facilities master plan shall be developed. Such plan shall cover a 10-year period consider the local comprehensive land-use plan and other growth management policies, be reviewed annually and include at least the following:

- A. A cost analysis to implement its facilities program;
- B. Existing and projected enrollment figures;
- C. An inventory of the district's undeveloped property and developed facilities, including an analysis of the number of students in each facility and whether the facility is over or under crowded.
- D. An analysis of the appropriateness of the facilities to meet the needs of students, staff and members of the public, including accommodation of to students of both sexes and those with disabilities, all district services, programs and activities;
- E. Recommendations as to the sale or other disposition of district property not needed in the future; and
- F. Recommendations as to the acquisition, construction or modification of new sites or existing facilities.

Enrollment Projections

Enrollment shall be projected for a five-year period using methods acceptable to the state board of education for determining the district's eligibility for state construction grants. This projection shall be reviewed and revised annually and supplemented by an analysis of additional factors that may affect the student population, such as potential zoning and development changes within the district, housing projections and the development of new businesses and public projects.

Legal Reference: 42 U.S.C. § 12101 et. seq. Americans with Disabilities Act

Adoption Date:

Auburn School District

Revised:

SITE ACQUISITION

The district shall attempt to acquire building sites substantially in advance of the actual construction of facilities in order to minimize delay in construction projects and to realize financial savings to the district. The board shall periodically review its inventory of land in light of growth trends in the district and local land-use restrictions, and make such transactions as it determines shall best meet the future needs of the district.

Prior to any purchase of real estate the district shall obtain a market value appraisal by a professionally designated real estate appraiser as defined in RCW 74.46.020. The board shall select the appraiser.

In acquiring a new site, the board shall always first attempt to reach settlement with the owner through negotiations. Eminent domain proceedings shall be commenced at the outset of the decision to purchase a particular site to avoid delay in the event of a negotiations breakdown, but the district shall resort to condemnation only when it is obvious that negotiations shall not lead to an amicable settlement.

The board shall acquire school sites or facilities only when it clearly contemplates using the property for school purposes.

Legal References: RCW

8.16 Eminent Domain by School Districts
28A.335.130 Real property--Sale--Use of
 proceeds
28A.335.090 Conveyance and acquisition
 of property — Management
74.46.020 Definitions

Adoption Date: 01.12.98
Auburn School District
Revised:

CONSTRUCTION FINANCING

The board shall attempt to add moneys to the capital projects fund regularly in such amounts as are available and appropriate to the district's needs. Moneys in that fund which are not immediately needed shall be invested in those securities permitted by law which shall provide maximum return to the fund. In addition to those moneys, the board may consider non-voter approved debt within statutory limits and the board shall seek authority from district electors to issue bonds or levy a special capital improvements property tax assessment for school construction when specific projects are anticipated. The board shall also seek matching funds from the state board of education to the maximum extent available as well as any federal funds that may be reasonably available.

State School Construction Funds

After the board has approved the initiation of a construction project that is eligible for state construction funds, the superintendent shall notify the state board of education of the board's intent. All studies, notices and other requirements established by the state board of education as conditions for eligibility for state construction grants shall be completed by the superintendent.

The advice of the state superintendent of public instruction shall be solicited in order to assure the district's eligibility for state financial assistance.

Non-Voter Approved Debt

If the board decides it is prudent, it may authorize the issuance of non-voter approved debt within statutory limits to purchase facility sites; improve energy efficiency of buildings; or acquire, remodel or repair school facilities. Statute limits non-voter approved school district debt to three-eighths of one percent of the value of the taxable land within the district.

Bonds

If the board determines that there are insufficient moneys in the capital projects fund for a construction project, the board chooses not to authorize an election for a capital levy, and the district's limit on bonded indebtedness has not been reached, the board shall authorize an election to seek the approval of voters to issue bonds in the amount needed for the project.

The legal requirements for bond elections and subsequent issuance and redemption of bonds shall be met. The resolution adopted by the board calling for the bond election shall specify the purposes of the bond including the specific buildings to be constructed or remodeled and any other purposes authorized in RCW 28A.530.010. The board resolution shall also describe the specific purposes the board anticipates for using any state financing assistance, if any. If circumstances alter the purposes for which the board believes it is in the best interest of the district to use the state funds or those raised through the bond, the board shall conduct a public hearing to consider the circumstances and to receive public testimony. At a meeting subsequent to the public hearing the board may either amend its original resolution or adopt a new one describing the specific purposes to which the state and/or bond funds will be put.

Upon the sale of bonds duly authorized as prescribed by law, the proceeds shall be credited by the county treasurer to the appropriate fund of the district.

Notice of intent to apply for state school construction funds shall be submitted to the state board of education prior to submitting a bond proposal to district voters.

Legal References:	RCW 28A.320.310	Investment of building funds — Restrictions
	RCW 28A.525.020	Duties of state board of education
	RCW 28A.525.080	Federal grants — Rules and regulations
	RCW 28A.530	District Bonds for Land, Buildings and Equipment
	RCW 28A.530.030	Disposition of bond proceeds — Capital projects fund
	RCW 28A.530.080	Additional authority to contract indebtedness
	RCW 39.36.020	Limitation of indebtedness prescribed
	WAC 392-123-180	Bond Proceeds

Adoption Date:
Auburn School District
Revised:

CONSTRUCTION DESIGN

After determining that a need for new or improved facilities exists, the board, with the guidance of its professional staff, shall engage in the following processes:

- A. Select an architect, engineer, or other appropriate design professional;**
- B. Conduct a site evaluation including an assessment of existing facilities, if any, on the site;**
- C. Develop educational specifications as appropriate addressing facility and instructional needs and available financial resources;**
- D. Review and approve design developed, assuring that the new or remodeled facility or part of a facility complies with applicable coding and regulations;**
- E. Comply with OSPI requirements for state school construction funds for applicable projects;**
- F. Solicit bids or questions as applicable;**
- G. Review and approve final construction contract; and**
- H. Provide construction management services.**

Legal References:	Chapter 39.35 RCW	Energy Conservation in Design of Public Facilities
	42 U.S.C. § 12101 et. seq.	Americans with Disabilities Act
	WAC 392-343-080	Value engineering studies, constructability reviews, and building commissioning — Requirements and definitions
	WAC 392-343-102	Construction management
	WAC 392-344-065	Value engineering contracts
	WAC 392-344-066	Constructability review contracts
	WAC 392-344-075	Contracts — Filing

Adoption Date:
Auburn School District
Revised:

EDUCATIONAL SPECIFICATIONS

Facilities shall be designed to accommodate the educational and instructional needs of the district. The professional experience and judgment of staff shall be ~~used~~ **considered** in developing such educational specifications. **The law requires that special attention be given the accessibility to the education program by students of both sexes and those with disabilities.**

Legal References:	42 U.S.C. § 12101 et. seq.	Americans with Disabilities Act
	CFR 45, Part 84.23	
	WAC	392-190-050 Course offerings — Generally — Separate sessions or groups permissible

Adoption Date: 01.12.98
Auburn School District
Revised:

ARCHITECT AND ENGINEERING SERVICES

When considering the acquisition of architectural and engineering services the board of directors shall issue a notice in publication(s) of general circulation stating the general scope and nature of project(s) for which services are required.

Interested firms will be requested to submit a statement of qualifications to enable the board to determine which architectural or engineering firm will best serve the needs of the district.

The superintendent or designee is directed to establish ~~necessary~~ procedures to solicit and screen qualified engineers and architects. The board and the successful architectural or engineering firm shall enter into a contract for the necessary services. In the event of an emergency, the board may waive this selection process and secure such services as needed.

Cross Reference: Board Policy 6220

Purchasing: Bids and Contracts

Legal References: RCW 28A.330.100(3)
RCW 39.80

Additional powers of boards (1st class)
Contracts for architectural and engineering
services

AGO

57-59 No.68 Architects' contracts

Adoption Date:
Auburn School District
Revised:

CONTRACTOR ASSURANCES, SURETY BONDS AND INSURANCE

A contract shall only be let to a contractor who is licensed or registered as required by the laws of this state.

Contractor Surety Bonds and Insurance

Each contractor's bid must be accompanied by a certified or cashier's check or bid bond in the amount of at least five percent of the total bid amount, excluding taxes. Any bid which is not successful shall entitle the bidder to a refund of its security or bond. The successful bidder shall have the bond or security retained until they provide a performance and payment bond to ensure the bidder shall complete the contract. All bids received shall specify whether the district or the contractor shall carry fire, liability, or other insurance during construction.

The successful bidder is required to make, execute and deliver to the board a good and sufficient performance bond which shall state that the contractor shall execute and faithfully perform the provisions of the contract and shall pay all subcontractors and material men as required by law.

Legal References:	RCW	39.08.010	Bond required--Conditions-Retention of contract amount in lieu of bond — Contracts of one-hundred-thousand dollars or less
		39.06.010	Contracts with unregistered or unlicensed contractors and with other violators prohibited
		39.12	Prevailing Wages on Public Works
		49.60.180	Unfair practices of employment defined
	42 U.S.C.S § 2000c et. seq.		Title VII of Civil Rights Act of 1964 (amended by CRA of 1991);
	Section 504		Rehabilitation Act of 1973

Adoption Date:
Auburn School District
Revised:

MAINTENANCE OF RECORDS

The maintenance of adequate records is vitally important to the future facilities program within the district and to the resolution of any disputes that may arise regarding a construction project.

The superintendent or designee shall keep all reports, documents and plans as they relate to an existing or proposed project. The records shall include copies of all correspondence relating to the project. The superintendent shall require from the architect, engineer, contractor or other parties at least the following, as they become available:

- A. Inspection and progress reports;**
- B. Results from tests of material quality and composition, etc.;**
- C. Drawings of buildings and sites;**
- D. Conveyance records, title search, bond issuance records and any licenses and legal documents issued or executed pursuant to the project;**
- E. Guarantees and warranties; and**
- F. Other papers relevant to the project, such as the record of board resolutions.**

Cross Reference:	Board Policy 6570	Data Management
Legal References:	RCW 39.04.020	Plans and specifications — Estimates — Publications — Emergencies
	RCW 39.04.040	Work to be executed according to plans — Supplemental plans
	RCW 39.04.070	Account and record of cost
	RCW 39.04.080	Certified copy to be filed — Engineers' certificate
	RCW 39.04.100	Records open to public inspection — Certified copies

Adoption Date:
Auburn School District
Revised:

CHANGE ORDERS

Change orders which arise during construction of public works projects shall be approved by the school board except as follows:

- A. The superintendent or his designated representative may authorize change orders for projects when the original construction contract amount is less than \$100,000.**
- B. The superintendent or his designated representative may authorize change orders when the construction cost of the change order is less than \$25,000. The school board shall be notified of such authorizations on a monthly basis for projects when the original construction contract amount is \$100,000 or more.**
- C. The superintendent or his designated representative may authorize change orders that exceed \$25,000 in the event of an emergency that occurs when circumstances present a real and immediate threat to the performance of the construction project or will result in material loss or damage to property, bodily injury, or loss of life, if immediate action is not taken. The school board shall be notified of such authorizations at the next regularly scheduled school board meeting.**

Adoption Date:
Auburn School District
Revised:

ACCEPTANCE OF COMPLETED PROJECT

Pursuant to statute, final payment shall not be made until the district has received from the state department of revenue, state department of employment security, and state department of labor and industries certification that all taxes due, or to become due by the project's contractor, have been paid in full. The superintendent shall notify each department listed that the work is completed and officially accepted so that a determination of tax liabilities of the contractor may be made.

The contract shall provide that a percentage of the project cost shall be retained by the district as required by law to insure that the project shall remain free and clear of any materialmen, subcontractor or tax liens. The district will accept a bond submitted by the contractor for any portion of the retainage in a form acceptable to the district, and the superintendent of public instruction if state funds are part of the project, from a bonding company registered with the Washington state insurance commissioner and on the currently authorized insurance list published by the Washington state insurance commissioner, unless the district can demonstrate good cause for refusing to accept the bond.

Legal References:	RCW 60.28	Lien for Labor, Materials, Taxes on Public Works
	WAC 392-343-080	Value engineering studies, constructability reviews, and building commissioning — Requirements and definition
	WAC 392-344-067	Building commissioning contracts
	WAC 392-344-075	Contracts — Filing
	WAC 392-344-147	Retained Percentage Law Related Requirements

Adoption Date:
Auburn School District
Revised:

NAMING FACILITIES

Naming/Renaming of District Facilities

The board of directors considers the naming/renaming of a district facility a matter of significance. In selecting a name, the board will give preference to names identifying the geographic area of the community served by said facility or prominent component. In exceptional instances, the board may elect to name/rename a facility in honor of an individual who has attained a great prominence, either locally or nationally, or made a long-term contribution to the education of children in the Auburn schools.

Memorials

The board recognizes the desire to honor the life and memory of students and employees who have positively impacted education in the district. A suitable memorial for district employees or students will contribute to the educational setting and be consistent with district objectives.

Adoption Date: 05.28.02
Auburn School District
Revised: 12.22.08

WORKS OF ART

The state board of education and the state superintendent of public instruction allocates one-half of one percent of any moneys appropriated for state assistance to districts for original construction of any school facility for the acquisition of works of art. The district has the right to waive its use of the appropriation, such money will then be used by the Washington State Arts' Commission for the purchase of other public art. The selection and commissioning of an artist for, reviewing of design for, execution and placement of, and the acceptance of works of art shall be the responsibility of the Washington State Arts' Commission in consultation with the state superintendent of public instruction and the board. The school board may appoint a representative to be a part of the selection process; reject the results of the selection process; or reject the placement of a completed works of art. Waiver or rejection shall not affect state construction funds available to local school districts.

Legal Reference: RCW

28A.335.210 Purchase of works of art-
Procedures

Adoption Date:
Auburn School District
Revised: