**Article 7.0 – Other Terms and Conditions of Employment**

**7.1 Basic Work Day –** Employees shall begin their workday at least thirty (30) minutes before the students' school day begins and continue for seven-and-one-half (7.5) hours.Provided that the thirty (30) minute before and after school, previously also known as “pupil and patron” time, may be flexed between morning and afternoon by mutual agreement between the employee and his or her supervisor. Employees’ assigned classroom time shall not exceed one-thousand-five-hundred (1,500) minutes per week. Employees shall also have a thirty (30) minute duty free lunch time.

**7.1.1** High school teachers shall have at least fifty (50) continuous minutes and middle school teachers shall have at least forty-five (45) continuous minutes of preparation and planning time during each work day.

**7.1.2** Elementary teachers shall have at least two-hundred-and-sixty (260) minutes of preparation and planning time per normal week, two-hundred-and-ten (210) minutes of which shall be within the regular student instructional day. Preparation and planning time shall be modified on weeks with fewer than five (5) student days. Employees may use for preparation and planning all time during which their classes are receiving instruction from various specialists, according to building guidelines. The District and the Association recognize that preparation and planning time is more effective it if is apportioned in contiguous blocks of time.

**7.1.3** The use of preparation and planning time shall be determined by the employee provided it is used for classroom preparation and planning. In the event of unforeseen circumstances beyond the control of the District, employees may be required to perform duties during their normal preparation and planning time for the purpose of maintaining order and preserving the safety of staff and students. It is further understood that employees will make a good faith effort to accommodate parent or administrative requests to meet during their regularly scheduled preparation and planning time in exceptional circumstances. On early release days, assembly days, or other days that involve reduced instructional time, all preparation and planning time shall be reduced proportionally to the reduction in instructional time.

On State assessment and final examination days, preparation and planning time may be reduced and subject to special scheduling for those employees directly involved in the administration of those assessments. The District will use its best efforts to minimize and distribute equitably the impacts on preparation and planning time on those days.

**7.1.4** Employees who are required in the course of their employment to travel between buildings shall be provided with reasonable and sufficient time for such travel. The principals of each building involved shall confer with respect to the scheduling of this time.

**7.1.5** Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, occupational therapists, physical therapists, reading consultants, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other employees in the District who work at their grade level.

**7.1.6** The parties agree that individual building or program staff, upon mutual agreement with administration, may deviate from the specific provisions in this article subject to annual review and approval of the parties through the contract maintenance process.

**7.1.7** For represented substitutes the District will pay one (1) additional day’s pay, at the substitute rate of pay, for every five (5) days of service in any assignment where the substitute teacher, the Executive Director of Human Resources, and the Principal or program administrator agree in advance that the nature of the assignment requires classroom preparation and planning beyond that which is normally expected in substitute assignments. Teachers are expected to have substitute plans available for at least one (1) week of absences. This provision does not apply to those substitutes in long term assignments.

**7.2 Class Size**

**7.2.1** The Board recognizes that the ideal staffing for a school district should be fifty-five (55) certificated personnel plus administrators per thousand students. The District will maintain class sizes of at least those required by applicable RCW’s. The District will provide basic education staff to basic education positions at the levels funded by the state. The requirement shall terminate upon severe District income reductions. Prior to implementing such reductions, the District will confer with the Association to discuss appropriate alternatives.

It is agreed that it is contested whether or not class size is a mandatory subject of negotiations. The inclusion of the foregoing term in this contract shall not be used to limit the District’s right to refuse to bargain on this issue hereafter.

The District will make every effort to balance class size throughout the District.

The District will address imbalances in class size by future registrationsand withdrawals.

An imbalance may exist for reasons beyond the control of the District. In such cases, the District will notify the Association of the imbalance and the reasons for the imbalance. Upon request of Association, specific reasons will be reduced to writing and shared with the Association.

**7.2.2 Impact of Special Education and Special Needs Students –** The special needs student is any student, regardless of category or label, who demonstrates one or more of the following characteristics: The student requires higher than average attention and/or extra assistance, exhibits behavior problems, takes time away from other students, performs below grade level in reading and other subjects, is not achieving to appropriate expectations and exhibits chronic difficulty succeeding in school. The District recognizes and shares the concern of the Association regarding mainstreaming special education and special needs children and the time required to fulfill categorical program requirements, i.e., Special Education, Title I, and Learning Assistance Program (LAP). The District also recognizes and shares the concern of the Association regarding assuring the most appropriate placement of special needs children and the time required to meet their needs.

When appropriate as determined by the Building Principal and/or Director of Special Programs in consultation with the appropriate employee, the District may provide extra resources to affected employees. Such resources will include but not be limited to release time/substitute days, extended time, additional instructional assistant time, additional equipment and supplies, and transferring students within the building.

Special Education teachers and Educational Staff Associates responsible for the writing of IEP’s are specifically recognized as potentially impacted by extraordinary workload due to numbers and/or complexity of IEP’s. Special Education staff will be granted up to two (2) days per year by the Director of Special Programs for IEP writing, to be taken as release time or as additional time worked after the regular contract day. Staff may request additional release time with consideration from the principal and the Special Education Director.

When any employee so requests, the question of adequacy of the resources provided will be reviewed by the Building Principal and/or Director of Special Programs. If agreement is not reached at that level, the employee may request that the matter be heard by the Superintendent. If so requested, the Superintendent will hear the views of all parties within five (5) days of the request. The Superintendent will render a decision and communicate same to all parties within five (5) days.

**7.2.3 Ideal Class Sizes –** The Board recognizes that the ideal class sizes should not ordinarily exceed the following:

Grade Level Class Size

Kindergarten 20 per class

Primary 21 per class

Intermediate 25 per class

Ideal class in the secondary schools should not ordinarily exceed twenty-five (25) students per period, except for special classes such as athletic and music programs and study halls, and except where the state level of support through apportionment formulas or other state levels uses a higher figure.

**7.2.4 Specific Class Size Limits –** Effort shall be made to distribute students equitably to all buildings. Effective October 1 of any year, the following specific class limits will apply:

Grade Class Size

K-1 25 per class

2-3 27 per class

4-5 28 per class

6-8 30 per class

9-12 33 per class

PE 40 per class

Traditionally large classes at the secondary level, e.g., music classes, will be exempt from these limits.

Classroom teachers experiencing overload will be paid $10 per day per student over the maximum after October 1. At secondary schools, classroom teachers will be paid based on the number of students assigned over the daily average. Class size is defined as the total of those students spending one half or more of their instructional time in an assigned classroom. Elementary specialists will be compensated $2 per student per section (30 min. period) in an overload situation.

These limits will be void if federal impact aid drops below 10% of revenues and the school board declares a fiscal emergency.

***7.2.5* Split Classes**– When an elementary classroom teacher is assigned to teach a class that is a combination of grade levels, consideration will be given to class size and composition. The teacher will receive an annual stipend of $1500. Additional support appropriate to the situation may be provided in consultation with the principal. Such supports may include release time for planning purposes, instructional assistant support, additional instructional materials, or other supports as may be mutually agreed upon by the principal and teacher.

The district will seek volunteer teachers who received a proficient evaluation in the prior year from the affected grade level teachers within the building to determine teacher placement. In the event that a volunteer is not found the principal may appoint a teacher for the split class.

**7.3 Admission of New Students –** If available, parents of new Kindergarten through 12th Grade students registering after the first five (5) student days of the school year shall be encouraged to begin the attendance of their child(ren) at the beginning of the first school day following registration. This shall not preclude the right of students to attend school on the day of registration. Provided that he or she is available, the teacher shall be informed of the registration on the day the registration occurs.

**7.4 Classroom Visitation –** Non-school connected personnel shall not visit classrooms without prior approval of the Principal or his or her designee. Unless the Principal or his or her designee accompanies such visitor, the employee shall be notified in advance of the visit as to the identity of the visitor and the purpose of the visit and shall, in any event, be afforded an opportunity to consult with such visitor before such visitation.

In the event that “visitors,” as defined in *Oak Harbor Public Schools No. 201 Board Policy No. 8600*, should attempt to visit a classroom or other teaching area in violation of paragraph one (1) of this section, the employee shall have the right and authority to remind such visitor of Board Policy, and to direct such visitor to secure the Principal’s approval for the visit.

**7.5 Employee Facilities –** In order to permit freedom of access both during and after regular school hours, employees shall be given keys to their classroom or work area, the faculty lounge, work areas containing equipment and supplies, and outside door of their assigned building. Each building shall have the following facilities and equipment for the use of teachers in that building:

**7.5.1** Space in each classroom to store instructional materials and supplies.

**7.5.2** A work area containing equipment and supplies to aid in the preparation of instructional materials.

**7.5.3** A furnished faculty lounge separate from any work area.

**7.5.4** A serviceable desk and chair and a filing cabinet of adequate size in each classroom or planning area.

**7.5.5** A communication system between classrooms and the main office.

**7.5.6** Well-lighted and clean rest rooms, separate for each sex, and separate from student rest rooms.

**7.5.7** A separate telephone will be provided for the use of teachers.

**7.5.8** The Association and the District agree that appropriate, functioning technology is important to the effectiveness of staff and improving student achievement. To this end, the District agrees the provision of onsite staff and the hardware and software necessary for the optimal, reliable operation of the District’s computer network and internet connections is a priority.

**7.6 Safe Working Conditions**

**7.6.1** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety, or well-being and, if the student day is altered because of dangerous weather conditions, the employee may report to work late but not later than thirty (30) minutes before the student day begins.

**7.6.2** In accordance with the *Family Educational Rights and Privacy Act* (FERPA) and *District Procedure 4363.2*, the District will not identify students who have made threats of violence or harm when notifying the subjects of the threats, except for one or more of the following: The parent or adult student has given permission of the disclosure; the disclosure is being made to District staff with a legitimate educational interest in the information; the disclosure is necessary to protect the health or safety of the student or other individuals (this exception is to be strictly construed); or the disclosure is in response to a court order or a subpoena (in which case, generally, advance notice to the parent or adult student must be provided).

**7.6.3** The fact that an employee has requested assistance in addressing violent or disruptive students shall not be the basis for forming a negative evaluative judgment on the part of the employee’s supervisor/evaluator.

**7.7 Certificated Staff Reduction Procedures –** Employees whose employment is terminated consistent with this section will be notified of such action by written notice presented at a private meeting or by a written notice delivered personally or through the mails. Reasonable effort will be made to notify any staff member so affected at the conclusion of his/her teaching day, although both parties recognize that legal time limits may, in special cases, require notification at other times or through other means.

If it becomes necessary for economic reasons to substantially reduce the number of certificated employees, those certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be terminated from employment will be identified and selected by using the following procedures specified in this section.

Prior to conditions that raise the prospect of a possible need to reduce the number of certificated staff, the District and the Association shall meet and confer regarding the need for a reduction in force and to consider other cost cutting options.

**7.7.1 Determination of Vacant Positions –** The District will determine, as accurately as possible, the total number of certificated staff known, as of May 1, leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal (other than reduction in program non-renewals), etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

**7.7.2 Qualification for Retention –** Each employee will be considered qualified for any position for which he or she possesses any valid Washington State Certificate, licenses, and/or endorsement(s) as may be required for the position.

**7.7.3 Determination of Qualifications –** On or before April 1 in any year in which the District contemplates reducing the number of certificated staff for the subsequent contract year, the District will prepare and distribute to the Association and all employees a list detailing the certification(s) and endorsement(s), if any, possessed by each employee, together with the seniority of each employee and the number of educational credits beyond the BA degree that had been submitted to the District prior to October 1of the current school year. Any employee who wishes to dispute his or her entry on the District list must do so in writing to the District personnel office, with an explanation, within five (5) working days of the date the list was distributed.

**7.7.4** Employees shall be retained in an available position for which they are qualified, provided that an employee will be considered for retention in a position other than the one to which he/she is currently assigned only if the employee’s current position is eliminated or the employee is displaced by a more senior employee.

**7.7.4.1** If there are more qualified employees than available positions seniority shall be used to determine which employee shall be recommended for retention. “Seniority,” as used herein, shall mean years of certificated service in Washington State.

**7.7.4.2** If ties in seniority exist between two (2) or more employees, selection for retention shall be made based on the total number of education credits beyond the Bachelor’s degree submitted to the District prior to October 1. If more than one (1) individual classroom teachers has the same number of credits after applying the above provisions, the tie will be broken in favor of the classroom teacher with the highest comprehensive summative evaluation performance rating in their most recent evaluation. If the comprehensive summative evaluation performance ratings are the same, or for non-classroom certificated staff who do not receive comprehensive summative evaluation ratings, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will enable the affected employees and representatives from the Association to be in attendance.

**7.7.4.3** Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.

**7.7.4.4** Employees currently assigned in part-time positions shall be first assigned to part-time positions consistent with their individual seniority, provided that no part-time employee with less seniority shall be assigned unless such a position is declined by all qualified employees (full and part-time) with greater seniority. A senior part-time employee shall have a right of assignment in part-time positions before such part-time positions are offered to a junior full-time employee in accordance with section 7.7.4.3.

**7.7.4.5** Deviation from seniority based selection for retention may be made where necessary to comply with affirmative action program requirements.

**7.7.5 Action by Board –** Recommendations for certificated staff reductions developed in accordance with the procedures in section 7.7 shall be presented to the Board prior to May 15 for further action by the Superintendentin accordance with the requirements of state law.

**7.7.6 Notice of Non-renewal –** An employee receiving notice of non-renewal as a result of these procedures governing reduction in force shall be entitled to access up to two ***(***2)days of emergency leave under section 5.1 to look for a job.

**7.7.7 Employment Pool –** All employees whose contracts are not renewed shall be placed in an employment pool for possible reemployment for a period of up to one (1) year. Retention in the employment pool for a second year will be granted if the former employee notifies the District, in writing, by May 15. Employment pool personnel will be given the option to fill open positions for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria in section 7.7.2 shall be applied to determine who shall be offered such position.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such individual will be by certified mail or by personal delivery at the employee’s last known address. The employee must notify the District’s personnel office of any changes to his or her mailing address occurring during the period the employee is in the employment pool. Such individual will have five (5) calendar days from the receipt of the notice or ten (10) days from the mailing of such notice, whichever is shorter, to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool. The District will utilize employment pool personnel as substitutes on a first priority basis. Retention in the employment pool for a second year will be granted if the former employee notifies the District, in writing, by May 15.

This procedure shall apply to those employees who are required as a condition of their employment to have a teaching certificate from the State of Washington.

**7.8 Nonprofessional Duties –** Employees shall not be required to perform custodial functions or clerical functions other than those reasonably connected with the instructional process.

**7.9 Early Release Days –** The District may designate early release days for the purpose of focused school improvement. If such days are designated in the calendar, building administrators shall collaborate with staff in determining topics and activities for early release. Subgroups may work on different topics. For so long as the District continues to designate early release days in the calendar, nine (9) of them, to be scheduled on the same dates throughout the District near grading periods and parent-teacher conferences, such dates being agreed upon by the Association President and the Superintendent utilizing the contract maintenance process, are designated for staff to work independently on activities from the following areas:

• Staff development aligned with School Improvement Plan goals.

• Grade level and department analysis of student work in order to align instruction and create plans for improving student learning.

• Work on the successful implementation of “School Improvement Plan” goals.

• Development of strategies and systems to improve learning of lower performing students.

• Development of strategies and systems to enhance opportunities for high achieving students.

• Analysis of state assessment data, including disaggregated data.

• Analysis of attendance data in order to reduce unexcused absences.

• Analysis of discipline patterns in order to reduce suspensions, expulsions and discipline problems.

• Analysis of graduation and dropout rates in order to increase on-time graduation.

• Planning for increasing meaningful parent involvement and communication.

• Development of common course competencies and assessment/grading practices

• Cross grade and Districtcurriculum alignment.

• Curriculum mapping.

• Revision of syllabi to state outcomes in terms of student performance vs. topics to be covered.

• Work on the implementation of the instructional framework for teacher evaluation.

In recognition of the additional time required to implement the instructional framework for teacher evaluation, during the2016-17 and 2017-18 school years, staff shall be permitted to work independently on the above areas on nine (9) of the designated early release days established in the District calendar.

**7.9.1** In the event that the District continues early release days for school improvement, employees assigned as special education teachers or providers shall have said early release days for their own use in preparing and planning for their assignments, unless otherwise directed by the District’s Director of Special Programsand/or their respective supervisors.