

ARTICLE IV – WORKING CONDITIONS

Section 1: Hiring Practices

The District shall employ only employees who are certificated and credentialed as required by applicable state and federal laws. All employees shall be placed appropriately on the salary schedule contained herein. The District's Affirmative Action policy (5010) shall be available on the district website. Refer to Appendix B for hiring of extra-curricular personnel. (2013)

Section 2: Individual Contracts

- A. Each employee shall be issued an individual employment contract which shall be in conformity with Washington State Law, State Board of Education regulations, and this Agreement.
- B. Should the District issue contracts prior to completion of good faith negotiations, such contracts shall be based on the salary schedule currently in effect, together with the inclusion of a rider specifying the District will enter into or has entered into good faith negotiations with the Association. Said rider will specify that salaries and terms and conditions of employment will be adjusted in conformity with the agreements reached between the District and the Association.
- C. The employee shall sign one (1) copy of the contract and return it to the District. One (1) executed copy of the contract will be placed in the employee's official personnel file and a copy will be returned to the employee.

Section 3: Extra-Curricular Positions

Extra-curricular positions which require certification are those positions which have both a classroom and extended day component and therefore are contractually linked. Any position which in the future doesn't meet this guideline will no longer be considered an extra-curricular activity and will be excluded from this Bargaining Agreement. (2013)

Section 4: Supplemental Contracts

- A. Supplemental contracts, when issued, are pursuant to RCW 28A.405.240 and are not a continuing contract within the scope of RCW 28A.405.210.
- B. Employees having extra-curricular responsibilities covered by a supplementary contract shall be entitled to receive as soon as possible and in no case later than July 10, written notice for termination of these extra-curricular duties for the ensuing year. (2013)

Section 5: Contract Resignation

- A. Resignations should be submitted to the Superintendent as soon as feasible. Should an employee wish to resign his/her position after August 1st, the Board may elect to offer a leave of absence in lieu of accepting the resignation.
- B. The District and the Association recognize the importance of early planning for staffing purposes. A District medical payment equivalent to two-hundred fifty dollars (\$250) per month for twelve (12) months will be paid as a lump sum payment of three-thousand dollars (\$3,000) into a VEBA account for teachers who submit their notice of retirement prior to March 15. (2009) (2011)

Section 6: Length of Workday

The employee workday shall be seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch period. Before and after school time will be a mutually determined schedule, and used for the purposes of staff meetings, committee meetings, planning, and access for students and parents. The employee workday shall be equal in hours for all certificated employees; however, the starting and dismissal times may vary between and within sites. Variances from the regular site workday must be made with the concurrence of the effected employee. (2012)

Section 7: Preparation Time

All employees shall have the equivalent of at least one (1) preparation period during each student day of at least forty-five (45) minutes, excluding days where the school day is condensed. Employees within each building will receive an equitable amount of preparation time. Employees within each building will receive an equitable amount of preparation time. It is understood that one (1) forty-five (45) minute block per day allows for better preparation and that a reasonable effort will be made to reach this goal. Prep times will be spent on school grounds unless permission to leave is given by an administrator.

Section 8: Class Coverage

- A. When a suitable substitute cannot be obtained at the elementary or secondary level for an activity or class period, an employee may cover a class during his/her preparation time. ~~The employee will receive per diem pay, to be received after the fifth coverage or if less than five (5) periods, at the end of the school year.~~ Such substitution is purely voluntary and will not be used for the purpose of evaluation. The employee shall be compensated at their per diem rate of pay when covering a class for another employee.
- ~~B. The District shall not reassign students to other certificated employee's classrooms during the employee's instructional day.~~
- C. Employees who cover classes for administration of standardized testing may accumulate lost planning time and defer it to be used for planning at a later time at a rate of three (3) periods equaling a half day and six (6) periods equaling one (1) day. Employees may elect to receive supplementary pay rather than deferred planning time. Any coverage of classes must be preapproved by the site administrator. The deferred planning day must be coordinated with the site administrator.

Section 9: Delayed Start/Early Dismissal

- A. In the event of a late start due to an emergency, certificated staff will be expected to arrive one-half (½) hour before the scheduled start time of the building. (2015)
- B. In the event of early release, staff will be allowed to leave after the busses depart. (2015)

Section 10: Employee Work Year

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The employee work year shall consist of 180 student days. If any days are lost due to an act of God and attendance of students is excused by the Office of the Superintendent of Public Instruction, employees shall not be required to make up such days.