

## Article 6.0 – Salaries, Stipends, and Benefits

### 6.1 Employee Salary Schedule

**6.1.1 Maximum Allowable Compensation** – The salary schedules in effect for the duration of this Agreement will reflect the maximum allowed by the State while allowing the District to comply with state compensation laws. Should the State fund a salary increase for teachers using a method fundamentally different than that used in the past, the parties will meet to discuss how such funds shall be applied consistent with state laws.

**6.1.2 Substitutes' Salaries** – Represented substitutes shall be paid seventy-five percent (75%) of the daily rate of the base of the certificated salary schedule. When a substitute works in the same assignment for twenty (20) consecutive days, commencing on the twenty-first (21) day of that assignment, the substitute will be paid consistent with placement on the regular salary schedule for the duration of that assignment.

### 6.2 Supplemental Contracts

Each employee shall receive a supplemental contract, in addition to their base employment contract, providing compensation for supplemental time, responsibilities, and/or as an incentive consistent with the following:

The first workday of the school year shall be a supplemental day and shall be a non-student day and shall be used as a “District start-up” day. Its use shall be determined by the District and/or individual school buildings or work-sites. The second supplemental day, or an equivalent number of hours, shall be used to attend building meetings beyond the workday. Principals will work with the staff in their respective school buildings or work-sites to establish its usage and this usage will be scheduled at the beginning of the school year when possible. No more than 3.75 hours of this time shall be discontinuous with the workday. In cases where evening meetings conflict with personal obligations, one or more alternatives will be provided that avoid the conflict.

The District and Association agree and affirm the following beliefs: (a) that the success of the District is dependent on the hiring and retaining of the highest quality employees; (b) that providing a quality education for students requires from employees a commitment to the profession beyond the base contract, normal workday hours, and school year; (c) that state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (d) that the additional commitment required of the District's employees cannot be accurately measured in hours or days; and finally, (e) that the time necessary to fulfill any one employee's responsibilities may vary from that of another employee as determined by the individual's own professional judgment.

In consideration of the foregoing, and subject to the maintenance of State and Federal funding<sup>1</sup>, the District agrees to provide each employee a responsibility stipend in an amount equivalent to fourteen (14) days, Provided that two (2) of these days of this responsibility stipend shall be suspended in the event of a double levy loss by the District pending passage and first collection of a new levy by the District.

### 6.3 Optional Days

**6.3.1 Supplemental Professional Development Time (SPDT)** – In consideration for employees' participation in a variety of professional development opportunities beyond the contracted work year and supplemental assignments, each employee shall receive

---

1. The District's obligation to provide fifty-two percent (52%) of this responsibility stipend is contingent on current levels of State and Federal funding. If significant reductions from then current levels of State or Federal funding occur, the parties agree to immediately reopen this specific provision regarding this portion of the *responsibility stipend*.

the equivalent of two (2.0 days) of compensation at their per diem rate of pay for employee-initiated professional development activities.

The District shall compile a menu of professional development offerings to be available locally, to include curriculum-based staff development, professional enhancement and growth, and building-based programs.

Employees participating in the Professional Growth Option Track may utilize three (3) days release time to complete Professional Growth Option activities in addition to their Supplemental Professional Development Time as provided for in this section. (See section 8.6.2)

- 6.3.2 **Staff Start Up Day** –The District will fund one Staff Development Day (SDD) to be worked the day immediately preceding the first student day to be scheduled at the start of the school year, provided, however, if or when the State restores funding for one or more LID days (or the equivalent), this Staff Start-Up Day shall terminate. In extenuating circumstances, a staff member may request of their supervisor that they be allowed to work the start-up day on a non-work day between September 1 and September 30. This day shall be employee-controlled.
- 6.3.3 **End of First Semester Work Day** – The District will fund one (1) optional work day to be scheduled between the end of the first semester and the beginning of the second semester.
- 6.3.4 **Beginning 2013-14**, the District will provide two (2) days of pay for the following recognized professional activities:

These supplemental contracts recognize that teachers provide a professionally responsible level of service in the following areas, which are beyond the basic contract:

- ◆ Preparation of the classroom or workspace before, after and during the school year for quality instruction or support of instruction;
- ◆ Building activities outside the workday, such as fall and spring open houses, curriculum nights, parent education nights, school award night and other school and community functions and concerts;
- ◆ Self-reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- ◆ Grade level, department and faculty meetings;
- ◆ Fulfillment of basic contract expectations that may fall outside the regular work day such as planning of instruction and curriculum, the evaluation of student work, the preparation of student assignments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, and communicating with parents and students.

In 2015-16, the District will fund one and one-half (1.5) additional days for the above activities, for a total of three and one-half (3.5) days.

- 6.3.5 **Beginning 2014-15**, the District shall fund, for all staff, one (1) additional day of pay for scheduled professional learning community (PLC) activities. Beginning 2015-16, the District will fund an additional half-day for this purpose, for a total of 1.5 days. This time is intended to sustain the work begun under current Department of Defense grants.
- 6.4 Special Education Specialist Provider Stipend** – Beginning in 2013-2014, the District will fund one (1) additional work day for nurses at the beginning of the school year. The District will pay its current and prospective Occupational Therapists, Physical Therapists, and Speech-Language Pathologists a specialist provider stipend of five-hundred-dollars (\$500.00) per year. Provided that those employees are employed by the District to work in those positions and are providing those professional diagnostic, therapeutic, and other services implied by their credentials for the

District during the school year in which the stipend is paid them. Further provided that this payment is contingent upon verification and documentation of these employees' credentials as follows:

- 6.4.1 For Occupational Therapists** – The employee must be a registered and licensed Occupational Therapist (OTR/L). That is; be a registered as a Occupational Therapist by the National Board for Certification in Occupational Therapy (NBCOT) and shall also be in possession of a current license in good standing to practice as an Occupational Therapist granted by the State of Washington.
- 6.4.2 For Physical Therapists** – The employee must be a licensed Physical Therapist (PT). That is; have graduated from a physical therapy curriculum approved by the American Physical Therapy Association or by the Council on Medical Education and Hospitals of the American Medical Association and the American Physical Therapy Association and also be in possession of a current license in good standing to practice as a Physical Therapist granted by the State of Washington.
- 6.4.3 For Speech-Language Pathologists** – The employee must be a nationally certificated Speech-Language-Pathologist (CCC-SLP). That is; have graduated from a speech-language pathology curriculum culminating in a master's degree in speech-language-pathology, or the equivalent, and also be in possession of a Certificate of Clinical Competence in Speech-Language-Pathology in good standing granted by the American Speech-Language-Hearing Association.

## **6.5 Payment for Additional Activities**

- 6.5.1** The District maintains the right to set payment amounts for voluntary activities beyond the one-hundred-and-eighty (180) day contract year and in addition to the supplemental days contained in this agreement.
- 6.5.2** For all such voluntary activities for which payment is offered, the District will compensate affected employees at their hourly per diem. A flexible payment, i.e., "project payment," may be arranged by mutual agreement with the individual(s) involved for projects or activities which are better defined by the product produced or the responsibilities involved rather than by time in attendance.
- 6.5.3** The District will pay forty-dollars (\$40) per day, and twenty-dollars (\$20) for one-half day, as a preparation and planning payment (PPP) to employees who, at the District's request, attend an activity during their normal workday through released time provided by a substitute. It is understood and agreed that this payment is for the loss of contractually guaranteed preparation and planning time during such released time. This provision will not apply to activities for which a project payment is provided or to a full-day activity of less than five (5) hours, or for a one-half day activity of less than two-and-one-half (2.5) hours.
- 6.5.4** The District will pay a preparation and planning payment (PPP) of forty-dollars (\$40) per occurrence, twenty-dollars (\$20) to those substitutes who have been serving more than twenty (20) days in the same assignment, to employees who, at the District's request, provide substitute coverage during contractually guaranteed planning time.
- 6.5.5** District workshop, training, curriculum, and committee activities scheduled during the regular work day shall not normally exceed seven-and-one-half (7.5) hours total time including a thirty (30) minute lunch break.
- 6.5.6** Any and all mandatory activities shall be compensated at the employee's daily rate of pay.

**6.5.7** Represented substitutes who work an extended day contract shall have their substitute pay increased proportionate to the increase of their assignment.

**6.6 Reimbursement for Personal Car Use** – Itinerant employees authorized to drive personal automobiles from one school building and/or work-site to another in the course of their work shall receive a mileage allowance equal to the amount paid by OSPI. The same allowance shall be paid for authorized use of personal cars for out of district travel.

**6.7 Out of District Travel for Professional Reasons** – Out of district travel for professional reasons may be allowed as follows:

**6.7.1 Prior Approval for Travel** – Request for approved travel must be presented to the Principal or immediate supervisor at least one (1) week prior to the date of the requested absence. All travel requests must have the approval of the District Superintendent or his or her designee. Request forms are to be submitted to the District office. After final action has been taken, copies will be returned to the administrator and employee.

When limitations become necessary, first consideration will be given to faculty members who have had the least number of out of district trips. A rotating system of selection may be set up by the Principals or immediate supervisors.

**6.7.2 Reimbursement**

**6.7.2.1 Mileage** – Approved trips by automobile will be paid for at the rate prescribed for other state employees of OSPI.

If authorized to travel by public conveyance, the most economical method is to be used.

**6.7.2.2 Miscellaneous Expenses** – Registration fees will be allowed but are not to include dues or membership fees. Professional dues and membership fees are individual responsibilities. Banquets and luncheons should be included under itemized per diem expenses if not included in registration fees.

Parking lot and ferryboat charges are allowable expenses.

A taxicab will be allowed if travel is by authorized public carrier.

Reasonable gratuities are an allowable expense item.

**6.8 Fringe Benefits** – The District shall provide insurance premium payments according to the following formula: The state funded amount per month less the health care authority carve out. In addition, the District will contribute \$40 per month of the HCA carve-out per FTE to the insurance benefit pool per 6.8.2.2 for 2013-14. This contribution shall increase to \$50 per month for 2014-15. For the 2015-16 school year, the District will fully fund the HCA carve-out. The District and the Association will jointly make decisions affecting fringe benefits. These decisions shall be made by a permanent Health Insurance Benefits Committee comprised of two representatives of the Association, two representatives of the Public School Employees' Association (PSE), one representative of the Oak Harbor Building Administrators Association (OHBAA), and two administrative designees.

**6.8.1** Employees less than 1.0 FTE will receive a pro rata share, i.e., their percentage of FTE, of the maximum contribution.

**6.8.2** The monthly insurance allocation will be used to fund the programs approved by the

Health Insurance Benefits Committee.

Annual enrollment for such programs shall occur during the first thirty (30) days of each school year. New employees shall complete enrollment in approved programs within the time specified by the insuring company.

The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed equally, pro rata among employees who do not generate sufficient monies to cover the full cost of their basic coverage.

**6.8.2.1** From the dollar amount available to each employee, the cost of the approved dental, vision, and long term disability insurance plans shall be deducted first, with the remaining monies available for application to other approved group insurance programs in accordance with state law.

**6.8.2.2** To provide maximum utilization of the insurance appropriation for employees, the District agrees to accumulate any unused benefit monies in a pool which shall be distributed on a monthly basis to reduce or eliminate payroll deduction for approved employee medical insurance plans. The District will distribute pool monies effective the November pay period. Upon request, the District will provide the Association President with a report regarding employee usage of pooled funds.

**6.8.2.3** After pooled funds have been used to fund basic benefits defined in previous subsections of this Article, if there are funds remaining in the pool, these funds will be divided equally. Employees less than 1.0 FTE will receive a pro rata share. These pool funds may be used to purchase salary insurance and National Insurance Company life insurance, WEA endorsed.

**6.8.2.4** In addition, any employee may participate in any other approved optional programs; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations.

**6.8.2.5** Employees may elect a "Section 125 plan" as part of their benefit package.

**6.8.3** Married couples or domestic partners who are both members of the bargaining unit as defined in Section 1.1 may pool their health insurance benefits.

**6.8.4** This Agreement shall be construed consistently with state laws relating to school district employee benefits. For purposes of complying with RCW 28A.400.275, the parties agree that this Section 6.8 shall have a term of one (1) year, but shall renew annually during the term of this Agreement unless any of the above provisions shall become void as a result of state action, in which case either party may request to meet to bargain over any impacts of such change to employees.

It is understood that during the term of this Agreement the parties and or the District's benefits providers may wish to make changes to available health care coverage premiums, plans and timelines in order to implement ESSB 5940, the affordable care act, or other state or federal laws. Upon request of either party, the parties to this Agreement will meet regarding the impacts of any such changes.

**6.9 Qualification Credits and Experience** – Employee placement on the District salary schedule shall be based on a combination of post bachelor's degree college/university academic credits,

continuing education clock hours, and previous experience. The intent of credit/experience definitions is to duplicate Washington State's definition regarding placement on the state salary allocation model.

**6.9.1** Eligible academic credits must meet the following requirements:

**6.9.1.1** Earned on or before October 1 of the school year.

**6.9.1.2** Earned after the employee's first bachelor's degree.

**6.9.1.3** Earned from an accredited college or university. Community college credits must be applicable to a bachelor's or more advanced degree program.

**6.9.1.4** Verification of credits is an employee responsibility and must be submitted to the district personnel office on or before October 1 of the applicable school year. Verification must be by official transcript or letter from the institution. Grade cards are not acceptable as permanent verification. Grade cards will be accepted between September 24 and September 30 in order to extend the October 1 deadline to October 15.

**6.9.1.5** College and clock hour credits applicable for advancement to the Bachelors+135 column in Appendix 2 must be earned prior to January 1, 1992.

**6.9.1.6** Employees hired after September 1 of the school year will have thirty (30) calendar days to submit verification of credits.

**6.9.2** Eligible continuing education clock-hour credits must qualify as such and are defined in *WAC 308-124A-600* and are further defined as follows:

**6.9.2.1** Credits earned after August 31, 1987.

**6.9.2.2** Credits earned on or before October 1 of that school year.

**6.9.2.3** Credits are not counted as eligible college/university academic credits.

**6.9.2.4** Verification is the employee responsibility and must be documented in writing via a continuing education clock-hour form signed by the training provider or transcript from the training provider. Verification must be submitted to the District's Human Resources Office by October 1 of that school year.

**6.9.2.5** Clock-hour credits are applicable when earned after a member earns his or her highest degree.

**6.9.3** Previous experience credit shall qualify when work experience is in an educational institution. Educational institutions are defined as public and private schools requiring certification, colleges and universities, educational service districts, and federal and state offices of education. Educational institutions are not cities, counties, states, or departments of social and health services. Experience is also defined as follows or must meet the following:

**6.9.3.1** Experience includes contracted and/or substitute employment.

**6.9.3.2** Experience in Peace Corps, VISTA, Sabbatical Leave which interrupted professional employment.

**6.9.3.3** Part-time experience (substituting, partial-year employment) will be calculated

by counting hours and/or days and converting to full-time equivalency based on a 182 day work year. Fractional years will be calculated to the tenth and rounded up or down to the nearest whole year.

**6.9.3.4** Credit will not be granted for such experience until verified in writing by the previous employer. It is the employee's responsibility to verify such experience.

**6.9.3.5** Verified experience must be received by October 1 of that school year to be applicable for credit that school year. New staff hired after August 1 for the ensuing school year will be given sixty (60) days from date of district commitment to hire to furnish verification of experience.

**6.9.4 Special Education Specialist Provider Clinical Experience** – In recognition of an acute shortage of qualified candidates for the District's specialist positions of Occupational Therapist (OT), Physical Therapist (PT), and Speech-Language Pathologist (SLP), and as an incentive to attract and retain qualified staff for those positions, the District will offer its current and prospective OT's, PT's, and SLP's a supplemental incentive payment which will be calculated to compensate the employee for his or her similar work experience in a clinical setting, at a level that, combined with their base contract salary will equate to the salary that they would receive if this clinical experience was recognized by the State of Washington in accordance with *WAC 392-121-264* for placement on Appendix 2. This incentive payment is contingent upon the employee's provision of reasonable documentation of clinical work experience to the District prior to October 1 of that school year.

**6.10 Early Notification Benefit** – Employees who notify the District of their intent to retire or resign at the end of the school year shall receive one day at their per diem rate for every five years of service in the district to a maximum of four days as follows:

**6.10.1** By December 1 up to four (4) days per diem;

**6.10.2** By January 1 seventy-five percent (75%) of up to four (4) days per diem;

**6.10.3** February 1 fifty percent (50%) of up to four (4) days per diem.