

**Memorandum of Agreement
Between Snoqualmie Valley Education Association
And
Snoqualmie Valley School District
Regarding
ESAs and Special Education Teachers**

The Snoqualmie Valley Education Association (SVEA) and the Snoqualmie Valley School District (SVSD) met and have agreed to the following additions to the collective bargaining agreement. The additions below shall be implemented during the 2019-2020 school year.

Student Services Committee

A joint SVEA/SVSD student services committee will be established. In addition to the Association president or designee, the Association will appoint representatives from each of the following constituencies:

1. Elementary special education resource teachers,
2. Secondary special education resource teachers,
3. Special education specialty, life skills, and transitional learning center teachers,
4. Elementary counselors,
5. Secondary counselors,
6. Nurses,
7. Occupational therapists,
8. Physical therapists,
9. Psychologists,
10. Social workers,
11. Speech language pathologists.

The student services committee will meet each October, December, February, April and June to:

1. Monitor implementation of the ESAs and Special Education Teachers MOA,
2. Review caseloads and recommend appropriate remedies to the Executive Director of Student Services,
3. Review professional development plans, and
4. Address special education and/or ESA issues.

Student Services Caseloads

Caseload numbers will be calculated on the first school day of October, December, February, and April. Caseload numbers will be sent to members of the Student Services Committee no later than the 10th of October, December, February, and April. The Student Services Committee will meet in October, December, February, and April to review caseloads and discuss possible adjustments, accommodations, and/or support.

Special Education Teacher Caseloads: The Student Services Committee will meet in October, December, February, and April to review caseloads and discuss possible adjustments, accommodations, and/or support. Caseload targets for special education teachers are as follows:

Setting	Caseload
Early Childhood	10
Elementary Resource	23
Elementary Specialty	8
Middle School Resource	23
Middle School Life Skills	10
High School Resource	25
High School Supported Resource	15
High School Life Skills	10
Transition Learning Center	10

Teachers within a school may agree that they will teach more students than the contract target allows, so that other teachers within the same school may have reduced total numbers, provided that the total number shared by all teachers involved does not exceed the contract targets times the number of teachers involved. Individual teachers affected by such a configuration that exceed contractual class size targets will not receive the contractual remedies. Disputes in determining an equitable distribution of caseloads will be resolved by the Executive Director of Student Services.

Education Staff Associate (ESA) Caseloads: Counselors, Nurses, OTs, PTs, Psychologists, Social Workers, and SLPs, with Executive Director of Student Services, will determine staffing allocations while taking into consideration the number of cases, complexity of the cases, and number/location of work sites of each staff member. The staff will attempt to provide equitable workloads. Disputes in determining an equitable distribution of caseloads will be resolved by the Executive Director of Student Services.

Special Education ESAs: The Student Services Committee will meet in October, December, February, and April to review caseloads and discuss possible adjustments, accommodations, and/or support. Caseload targets for special education ESAs are as follows:

Position	Caseload (District ESA FTE: District IEPs)
Occupational Therapist (OT)	1:35
Physical Therapist (PT)	1:35

Speech Language Pathologist (SLP)	1:45
-----------------------------------	------

Nurse and Psychologist ESAs: The Student Services Committee will meet in October, December, February, and April to review caseloads and discuss possible adjustments, accommodations, and/or support. Caseload targets for nurse and psychologist ESAs are as follows:

Position	Caseload (District ESA FTE: District Student Headcount)
Nurse	1:800
Psychologist	1:950

Counselor and Social Worker ESAs: The Student Services Committee will meet in October, December, February, and April to review caseloads and discuss possible adjustments, accommodations, and/or support. Caseload targets for counselor and social worker ESAs are as follows:

Position	Caseload (School ESA FTE: School Student Headcount)
Elementary Counselor	1:575
Middle School Counselor	1:425
High School Counselor	1:400
Social Worker	1:1,600

ESAs within a school may agree that they will work with more students than the contract target allows, so that other ESAs within the same department may have reduced total numbers, provided that the total number shared by all ESAs involved does not exceed the contract target times the number of ESAs involved. Individual ESAs affected by such a configuration that exceed contractual class size targets will not receive the contractual remedies.

Case Management

The District and Association recognize the unique nature of case management of Individual Education Programs (IEP), 504 Plans, and Individual Health Plans (IHP). Case management responsibilities require special education teachers to participate in non-instructional duties in order to fulfill the legal requirements of an IEP. These responsibilities may include but are not limited to: monitoring student progress and program planning, collaborating with general education teachers, meeting/communicating with parents, collaborating with program specialists, instructional coaches, paraeducators, or related services staff, and consulting/observing other special education teachers.

Teachers will be provided Case Management Time (CMT) during the workday and separate from planning time.

1. Elementary Resource, Middle School Resource, Specialty, and Life Skills Teachers will be provided one (1) day of release time each month September through May for CMT.
2. High School Resource Teachers will be provided CMT during each scheduled advisory period and will not be assigned students during this period.
3. With the exception of activities directly related to their area of expertise, nurses, OTs, PTs, psychologists, and SLPs will be released from building directed activities prior to the start of the school year to ensure timely implementation of IEP/504/IHP plans and communication, prior to the first day of school, with general education teachers about student accommodations.
4. Nurses will be provided one (1) release day or 7.5 hours at the professional rate for every 10 Individual Health Plans (IHP) managed beyond 70 IHPs.

Student Services Professional Development

At the June meeting of the Student Services Committee the Executive Director of Student Services will present draft professional development plans for the following school year. Representatives will be provided the opportunity to provide input. After input from the committee, the final plan will be determined by the Executive Director of Student Services.

Special Education Teachers: Special education teachers will be assigned one (1) extra day of work each year prior to the start of school at the employee's per diem rate. The days will be equally divided between district directed professional development and self-directed preparation to ensure timely implementation of IEPs and communication, prior to the first day of school, with general education teachers about student accommodations.

Up to six (6) hours of professional development will be offered each year. Should this professional development occur outside of the work day, employees will be paid at the professional rate for the hours worked.

Special Education ESAs: OTs, PTs, psychologists, and SLPs will be assigned one (1) extra day of work each year prior to the start of school at the employee's per diem rate. The day will be equally divided between district directed professional development and self-directed preparation to ensure timely implementation of IEPs and communication, prior to the first day of school, with general education teachers about student accommodations.

Up to six (6) hours of professional development will be offered each year. Should this professional development occur outside of the work day, employees will be paid at the professional rate for the hours worked.

Counselor, Nurse, and Social Worker ESAs:

Up to six (6) hours of professional development will be offered each year. Should this professional development occur outside of the work day, employees will be paid at the professional rate for the hours worked.

ESA Team Leads

A team lead for each of the following ESA groups shall be determined and approved by the Executive Director of Student Services:

1. Elementary Counselor,
2. Secondary Counselors,
3. Nurses,
4. OTs/PTs,
5. Psychologists, and
6. Speech Language Pathologists.

ESA Team Leads shall: provide orientation and mentoring of new staff; collaborate with staff to determine professional development needed on an annual basis; plan, facilitate and coordinate with the Executive Director for department meetings; review, monitor, and make recommendations to the Executive Director regarding department issues and/or services; and collaborate with the Executive Director on workload issues and other concerns from the department.

ESA employees who perform team lead responsibilities will receive a stipend of .028 times the base. Should multiple employees share team lead responsibilities, the stipend shall be shared equally between the employees sharing the responsibilities.

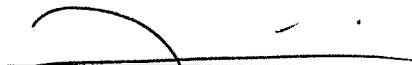
ESA Qualifications

Unless the District is unable to hire a qualified ESA-eligible school nurse in a timely manner, school nurses shall be certificated employees and hold an ESA certificate or be ESA-eligible.

ESA Appropriate Work Area

ESAs will be assigned a work area appropriate for the responsibilities outlined in their respective job descriptions in each building in which they serve students. This area will be clean and ready for use at all regularly scheduled times. When conflicts cannot be avoided, the administrator will notify the involved staff member(s) in advance and will make every effort to arrange for an alternative work area during that time.


FOR THE ASSOCIATION



President, SVEA
5/13/19

Date

FOR THE SCHOOL DISTRICT



Superintendent, SVSD
5/14/19

Date

**Memorandum of Agreement
Between Snoqualmie Valley Education Association
And
Snoqualmie Valley School District
Regarding
Professional Development**

The Snoqualmie Valley Education Association (SVEA) and the Snoqualmie Valley School District (SVSD) met and have agreed to the following changes to Section 10.4 Professional Development/Planning Time, Section 23.2 Additional Days of Work, and Section 24.5 Technology Compensation. The changes below shall be implemented during the 2019-2020 school year.

Section 10.4 Professional Development/Planning Time

1. Definitions:

- a. Teacher Directed Early Dismissal: Teacher Directed ED time will be at the discretion of the individual teacher for the purpose of planning, preparation, grading, engaging in professional development activities with grade level or department teams, etc. Except in an emergency, no meetings (voluntary or mandatory) will be scheduled by administration during this time. Optional professional development for clock hours may be offered during this time.
 - b. Professional Development Early Dismissal: Professional Development ED time will be at the discretion of the school principal, the school Learning Improvement Team, and the school Professional Learning Communities (PLCs) for the purposes of working on School Improvement Plan (SIP) and PLC goals. The schedule of Professional Development ED activities shall be determined by the school Learning Improvement Team with a goal of approximately 75 PLC minutes during each Professional Development ED.
 - i. Professional Learning Community: A professional learning community is an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. PLCs operate under the assumption that the key to improved learning for students is continuous, job-embedded learning for educators and are driven by a PLC-developed SMART goal connected to the SIP. The work of a PLC focuses on four (4) essential questions:
 1. What is it we want our students to know?
 2. How will we know when the students learned it?
 3. How will we respond when students have not reached the target?
 4. How will we respond when students have already met the target?
2. Based on the total number of early dismissal times available in the school calendar no fewer than 50% of the hours will be designated Teacher Directed ED. The remaining early dismissal times will be designated as Professional Development ED. In years when the length of the student day at the middle school level is greater than the student day at the high school level by more than

1,800 minutes, an additional two (2) Teacher Directed EDs will be designated at the middle school level.

3. Staff directly involved with co-curricular activities at the middle and high school level will be able to begin their activity immediately following the dismissal of the students on teacher Directed ED times with the understanding they complete their two (2) hour Professional Development/Planning Time immediately following the conclusion of the activity/practice session.
4. In the spring of each school year, a committee comprised of SVEA Building Representatives and District administrators will meet to schedule the Teacher Directed and Professional Development ED.
5. Building level Learning Improvement Teams will have the discretion to adjust the identified Teacher Directed and Professional Development ED times within the calendar as long as this exchange of days/hours does not exceed the total allocation for each. This adjusted schedule shall be established by the building level Learning Improvement Teams.
6. The teacher workday shall be as defined in Section 10.1. Part time staff shall be compensated at the professional rate for working beyond their contracted workday on District Directed Days and on any other additional non-student days.
7. It is the District's intent to comply with the amount of instructional hours per year as defined in RCW 28A.150.220. If a need arises to increase instructional hours, the District and the Association agree to meet and bargain those changes that relate to hours, wages and working conditions.

Section 23.2 Additional Days of Work

In addition to the Basic Work Year, each regular employee will be paid for four (4) mandatory days and three (3) optional days of work each year in addition to the one hundred and eighty (180) day work year provided in Section 23.1 Basic Work Year. Said additional seven (7) workdays will be paid at the employee's per diem for each day worked and verified in accordance with District procedures. Failure to verify each additional workday as required will result in a reduction in compensation. The seven (7) additional workdays will be set forth on the school calendar. Extra workdays are not accumulated from year to year. Leave may not be used on optional days. Extra workdays will be:

- a. Four (4) Mandatory Days
 - i. One (1) district directed day in August
 - ii. One (1) building directed day in August
 - iii. One (1) teacher directed day in August to be used for planning and preparation on which other staff responsibilities will not be scheduled except for one (1) hour at the elementary level for Meet the Teacher events. To compensate for the loss of teacher directed time, one (1) hour of teacher directed time shall be provided at the elementary level during the building directed day referenced in Section 23.2.a.ii.
 - iv. One (1) day in October consisting of six (6) hours of professional development, one (1) hour of teacher directed planning time, and a thirty (30) minute duty-free lunch
- b. Three (3) Optional Days

- i. One (1) teacher directed day in August to be used for planning and preparation on which other staff responsibilities will not be scheduled
 - ii. One (1) teacher directed day to be used for planning, grading, and report card preparation on which other staff responsibilities will not be scheduled. This day shall be scheduled in March at the elementary school level and January at the middle and high school levels.
 - iii. One (1) building directed day in January at the elementary school level and March at the middle and high school levels.
- c. For the 2019-20 school year only, one (1) additional mandatory day shall be scheduled for K-5 general education classroom teachers and high school English language arts teachers for the purposes of professional development to support the adoption of new curricula pending board approval. This mandatory day will be compensated at the employee's per diem rate and take the place of the seven (7) hours of compensated professional development specified in Section 24.5, Part A.

Section 24.5 Technology Compensation


The technology stipend is for implementation of District determined technology systems, curriculum, facilities, initiatives and projects related to integrating all aspects of technology into classroom workflow and instruction and consistent with RCW/WAC. Employees of the Snoqualmie Valley School District are skilled professionals and trusted to fulfill the professional practices related to integrating technology. This compensation is divided into two parts.

Part A – Required Time (timesheet): To be fully compensated, each employee must attend seven (7) hours (and submit a pink timesheet) of District approved professional development prior to May 31.

- Attend seven (7) hours (paid at the Professional Rate) of District sponsored/approved training experiences, held in August in each year or other training experience designated on the school calendar (see 8.3 and 8.4 of the Marzano Instructional Framework)
- Staff may also apply for approval, from the Teaching and Learning Department for alternate methods of meeting this requirement, such as individual or small group self-directed time, or other out-of-district training, etc.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT



 President, SVEA



 Superintendent, SVSD

5/13/19

 Date

5-14-19

 Date

**Memorandum of Agreement
Between Snoqualmie Valley Education Association
And
Snoqualmie Valley School District
Regarding
Elementary Class Load**


The Snoqualmie Valley Education Association (SVEA) and the Snoqualmie Valley School District (SVSD) have met and agreed to replace Section 38.1 of the collective bargaining agreement as listed below. The changes below shall be implemented during the 2019-2020 school year.

Section 38.1 Elementary Class Load

Class size relief triggers for elementary are as follows:

- Kindergarten: 23 or more
- Grades 1-3: 25 or more
- Grades 4-5: 29 or more
- Split Classes: maximum of the lower class
- Librarians, P.E. teachers, and Music teachers will not teach more than one class at a time.

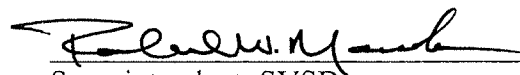
FOR THE ASSOCIATION



President, SVEA
5/13/19

Date

FOR THE SCHOOL DISTRICT



Superintendent, SVSD
5/14/19

Date

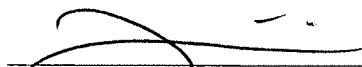
**Memorandum of Agreement
Between Snoqualmie Valley Education Association
And
Snoqualmie Valley School District
Regarding
School Safety & Student Discipline Rules**

The Snoqualmie Valley Education Association (SVEA) and the Snoqualmie Valley School District (SVSD) agree to form a joint task force to study and develop solutions to address school safety issues in advance of negotiating a successor SVEA/SVSD collective bargaining agreement.

- 1) **Membership:** The task force shall consist of up to four (4) Association representatives (selected by the SVEA President) and up to four (4) District representatives (selected by the District Superintendent). Either party may invite additional participants with prior notification to the other party. One (1) Association representative and one (1) District representative shall serve as co-facilitators. Selection of representatives and co-facilitators shall be completed and communicated to the other party prior to May 31, 2019.
- 2) **Timeline:** The co-facilitators shall adhere to the following timeline:
 - a) Schedule Meeting Dates: June 28, 2019
 - b) Development of Norms and Decision-Making Model: September 20, 2019
 - c) Identification of Additional Issues: October 4, 2019
 - d) Progress Report to the Mutual Interest Committee: January 31, 2020
 - e) Final Report to Mutual Interest Committee: March 1, 2020
- 3) **Resources:** Up to six (6) days of release time shall be provided for each Association task force member and additional days may be provided as needed. In accordance with Section 24.2, Association task force members shall be compensated at the professional rate for task force meetings attended outside the regular workday. Appropriate legal counsel may be consulted as required.
- 4) **Issues:** The task force shall study best practices and develop recommended contract language and procedures related to the following issues:
 - a) **Student Discipline Rules (HB 1541)**
 - i) Develop a common understanding or menu of “other forms of discipline” that must be utilized before a classroom exclusion can be exercised.
 - ii) Define the term, “brief duration” to determine how long a student can be out of the classroom setting before removal is considered a classroom exclusion.
 - iii) Develop common understandings of what “emergency circumstances” are, which allow a teacher to exclude a student without having to attempt one or more alternative forms of corrective action (discipline).
 - iv) Clarify required procedures under existing RCW 28A.600.020(2) for teacher and principal to confer before a student is returned to the classroom setting.

- v) Students have enhanced due process rights. Clarification is required around which steps members must be involved with as the rules don't always define.
 - (1) Who is required to notify parents after a classroom exclusion? Rules do not designate who is responsible and what "as soon as reasonably possible" means.
 - (2) Clarify who will serve as the student's point of contact to receive the required education services and complete academic requirements during a suspension or expulsion.
 - (3) What role, if any, must teachers and other bargaining unit members play in students' discipline grievance procedures?
 - (4) What role, if any, must teachers and other bargaining unit members play in students' reengagement process after a long-term suspension or expulsion?
 - vi) How will we address issues of disproportionate discipline and equity?
 - b) **Incidents of Escalation**
 - i) Define the term "incidents of escalation."
 - ii) How will employees be supported following incidents of escalation?
 - c) **Assault and/or Harassment**
 - i) Define "assault and/or harassment."
 - ii) How will employees be supported following incidents of assault and/or harassment?
 - iii) When will a student not be assigned to an employee's classroom and/or school?
 - d) **Communication**
 - i) Develop requirements and procedures related to employee notification of students who may pose a safety concern.
 - ii) Develop requirements and procedures related to situations in which administrators are not in the building.
 - iii) Develop sample communications for use in the case of classroom exclusions, incidents of escalation, and assault and/or harassment.
 - e) **Professional Development**
 - i) What professional development will be necessary to provide employees (certificated, administrative, and classified) with the knowledge and skills necessary to implement the recommended contract language and procedures?
- 5) **Next Steps:** No later than March 1, 2020, the task force shall submit a final report to the SVEA/SVSD Mutual Interest Committee. Prior to the March 1, 2020 deadline, the task force may present parts that are completed and ready to the SVEA/SVSD Mutual Interest Committee earlier in the school year. The work of the task force will be used to inform discussions related to school safety issues when negotiating a successor SVEA/SVSD collective bargaining agreement.

FOR THE ASSOCIATION

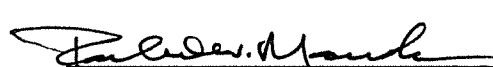


 President, SVEA

5/13/19

 Date

FOR THE SCHOOL DISTRICT



 Superintendent, SVSD

5/14/19

 Date

**Memorandum of Agreement
Between Snoqualmie Valley Education Association
And
Snoqualmie Valley School District
Regarding
Discretionary Personal Leave**

The Snoqualmie Valley Education Association (SVEA) and the Snoqualmie Valley School District (SVSD) met and have agreed to the following changes to Section 27.2 of the collective bargaining agreement. The changes below shall be implemented during the 2019-2020 school year.

As part of the agreement to the changes listed below, SVEA and SVSD have agreed to not bargain those parts of Section 27.3 that were changed in the upcoming full contract bargain. Items under Section 27.3 that were not changed as part of the reopener are still subject to bargaining.

Section 27.3 Discretionary Personal Leave

Employees will receive two (2) discretionary personal leave days with pay during a contract year. Unused personal leave may be accumulated to a total of six (6) days or may be “cashed out” at the daily substitute rate of pay or one hundred and thirty dollars (\$130) whichever is the greater amount. Application for personal leave “cash out” must be submitted to the District business office no later than June 1. Any employee who would otherwise “lose” personal days or hours due to exceeding the limit of six (6) days will automatically have those days or hours cashed out.

- A. Personal leave is not available the first five (5) student work days and the last five (5) student work days of the instructional year.
- B. A request for personal leave must be made no less than forty-eight (48) hours before the day of leave. No more than 10% of a building’s staff will be granted personal leave on any one day (with the exception of Two Rivers). No more than three (3) days of leave may be used consecutively. An employee intending to use three (3) days of discretionary personal leave days consecutively must request such leave at least one month in advance of the leave. Exceptions to these rules may be appealed to the Superintendent.
- C. Personal leave may be available immediately before or after a holiday, vacation period and an optional non-student day.

under the following conditions:

- i. Up to 1.25% of the employees covered by the collective bargaining agreement shall be granted discretionary leave the day before or after a holiday, vacation period and an optional non-student day. On the last working day of May, the district will apply 1.25% to total number of employees covered by the collective bargaining agreement to determine the maximum amount of employees who can use discretionary leave the day before or after a holiday, vacation period and an optional non-student day. Said

calculation shall be to the nearest whole number and be used for the upcoming school year.

- ii. These discretionary leaves will be granted on a first come/first served basis when requested through the District's approved procedures that can be found under Staff Resources on the District Web page. Employees will be notified within five (5) work days of their request if their leave is approved or not.
- iii. Personal leave requested for days immediately before or after a holiday or vacation period must be submitted after August 1 of the school year and requests for these leaves must be made no less than 15 work days prior to the day or days requested.
- iv. The employee must make an attempt to secure a substitute teacher for any days requested.
- v. Employees who are not part of the first five (5) granted leave days may appeal to the Superintendent.

D. Appeal to the Superintendent: If an employee is denied discretionary leave for any reason, they may appeal to the Superintendent. This includes:

- i. The use of more than three (3) consecutive days;
- ii. When the number of allowable leaves exceeds 10% per building; or
- iii. Not being part of the first come/first served leaves granted before or after a holiday or vacation.

The Superintendent may grant these appeals if possible in cases of unforeseen or once-in-a-lifetime events.

FOR THE ASSOCIATION

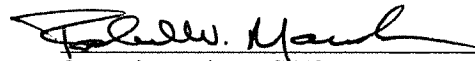


President, SVEA

5/13/19

Date

FOR THE SCHOOL DISTRICT



Superintendent, SVSD

5/14/19

Date