

Collective Bargaining Agreement
between
Snoqualmie Valley Education Association
and
Snoqualmie Valley School District

2013 – 2016

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PREAMBLE

This Agreement is made and entered into by and between the Snoqualmie Valley School District No. 410 and the Snoqualmie Valley Education Association pursuant to RCW 41.59.

PART I RECOGNITION AND RIGHTS

ARTICLE 1 - EXCLUSIVE RECOGNITION

Representation -- The Board recognizes the Association as the sole and exclusive negotiating representative for all regular full time and regular part time non-supervisory certificated employees of the Snoqualmie Valley School District (“District”).

Specifically included in the bargaining unit are substitute employees if such employees work more than twenty (20) consecutive days in the same teaching assignment or more than thirty (30) days during any twelve month period ending during the current or immediate school year and continue to be available for work.

Included are persons filling co-curricular activities positions that require a professional education certificate.

Provisions of this Agreement applicable to said bargaining unit substitute employees are set forth in Article 24, Section 24.9 – Bargaining Unit Substitutes.

Exclusions - Representation by the Association will exclude the chief administration officer, principals, assistant principals and any other certificated employees who may be excluded by law.

DEFINITIONS

Unless the context in which they are used clearly requires otherwise, terms in this Collective Bargaining Agreement shall have the following meanings:

“Act” shall mean the Educational Employment Relations Act, RCW 41.59, as now existing or hereafter amended.

“Agreement” shall mean this entire collective bargaining agreement, including Memoranda of Agreement agreed upon during the term of this Agreement.

“Association” shall mean the Snoqualmie Valley Education Association, also referred to as “SVEA”.

“Board” shall mean the Board of Directors of the Snoqualmie Valley School District #410, also referred to as “employer”.

“Certificated employee” and “employee” shall mean any individual in the bargaining unit as defined in Article 1.

“COBRA” shall mean Consolidated Omnibus Budget Reconciliation Act of 1985, providing continuation of health benefit plans under specific situations with the premium being paid by the employee or dependent.

“Co-curricular” positions shall mean extracurricular activities jobs that require a professional education certificate. These positions appear on Appendix F and are compensated on a supplemental contract, which is not subject to the continuing contract law.

“District” shall mean the Snoqualmie Valley School District #410.

“ESA” shall mean Educational Staff Associate.

“Per diem” refers to an employee’s daily rate of pay and shall be determined by dividing the employee’s base salary, as determined by his/her placement on the certificated salary schedule (Washington State Certificated Salary Allocation Model), by the number of days in the base contract.

Other terms shall be given their reasonable and common-day meaning unless otherwise specifically defined in this Agreement.

Appendices referred to in this Agreement are by reference incorporated herein.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

All employees who are subject to this Agreement will, as a condition of employment, maintain membership in the Association, as provided hereinafter.

ARTICLE 3 - ASSOCIATION DUES AND DEDUCTIONS

Section 3.1 Automatic Payroll Deduction -- The Association and its affiliates (WEA UniServ Council, WEA and NEA) shall have the right of automatic payroll deduction of membership dues, assessments, and fees for employees. The District shall provide for dues deductions, assessments, and fees through automatic payroll authorization.

The Association shall provide an automatic payroll authorization form to each certificated employee. Certificated employees desiring membership shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year.

The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues, assessments, and fees shall be supplied to the District payroll office by the Association to determine monthly dues deductions.

The automatic payroll authorization form shall clearly state that it is understood by the certificated employee signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 20, and shall become effective at that time. The Association shall promptly submit notice of each revocation to the District payroll office.

Section 3.2 Representation Fee Deductions -- In the event that any employee fails to sign and deliver a membership dues deduction form within 10 days of commencement of employment as described herein or has revoked previous dues deductions, the District agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues: provided, however, that teachers who have joined the Association and paid by means other than payroll deduction, as verified by the Association, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided in Section 1 above. The District agrees to remit to the Association each month a list of teachers on behalf of whom representation fee deductions have been made.

Section 3.2.1 Charitable Organization Deductions -- Any employee claiming bona fide religious objections shall notify the Association and the District of such objection in writing within the (10) days of commencement of employment or the beginning of the school year whichever is applicable.

Pending determination of any bona fide religious objections, the District agrees to deduct from the salary of the employee claiming such objection an amount equivalent to the Association dues and; provided, however, that said amount shall not be transmitted until such time as the District receives written notification that final determination has been made. In the event that it is finally determined that the employee does not have bona fide religious objection, the District agrees to remit to the Association such dues being held.

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equal to regular dues to a designated charitable organization established by him/her and the Association.

Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said employee may sign and deliver to the District an authorization of payroll deduction of an amount equal to the dues of the Association.

Section 3.2.2 The Association will indemnify, defend, and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this provision.

Section 3.2.3 The Association agrees to refund to the District any amount paid to it in error.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 4.1 The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business at times approved by the building principal or designee.

Section 4.2 The Association shall have the right to use District facilities and equipment, generally of a clerical nature, traditionally used for the conduct of the Association's business within the District at reasonable times when not otherwise in use.

Section 4.3 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District.

Section 4.4 The Association shall have the right to use the District mail service and teacher mailboxes and email for purposes of communicating Association business and subject material not prohibited by law.

Section 4.5 The Board shall make available to the Association information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings, student enrollment and membership data, names and addresses of all certificated employees, and such other information as will assist the Association in developing accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

Section 4.6 The Association and its representatives shall have access to all employees at all reasonable times, provided building sign-in procedures that apply to the visitors and the community are followed.

Section 4.7 Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences, or meeting with representatives of the District shall suffer no loss of pay. It is, however, the intent of the Board and Association that such activities be conducted at times so as to minimize interruption with classroom instruction.

Section 4.8 The Association may inspect the District payroll records so as to prepare a monthly updated list of new employees and substitute employees employed the previous month, their assignments, rate of pay, and number of days worked.

Section 4.9 In the formal program provided by the District for the orientation of new employees, there shall be adequate opportunity for participation by Association representatives.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 5.1 Individual Rights -- Employees shall be entitled to full rights of citizenship. Nothing contained herein shall be construed to deny or restrict to any employee such rights as provided under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

Section 5.2 Right to Join and Support Association -- Employees of the District who are represented by the Association shall have the right to freely organize, join, and support the Association. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of the rights conferred by the statutes and constitutions of the State of Washington and the United States; or unlawfully discriminate against any employee with respect to hours, wages, or any terms or conditions or employment by reason of membership in the Association, participation in any grievances, complaint or proceeding under the Agreement or otherwise with respect to terms of conditions of employment.

Section 5.3 Use of School Facilities -- All employees may be provided access to school facilities after school hours if prior arrangements have been made with and approval obtained from the building principal.

Section 5.4 Just Cause -- No employee shall be disciplined without just and sufficient cause. Any such discipline shall be subject to the grievance procedure.

When an administrator decides that a complaint against an employee may require disciplinary action, the employee shall be notified within two (2) workdays of said administrator's decision. In the event the employee is on approved leave, the notice will be given within two (2) work days of the employee's return to work.

When a meeting is scheduled that may lead to discipline of an employee, the employee shall be notified of the purpose of the meeting and that he/she has the right to have a representative of the Association present. An Association representative will be present at the meeting provided that this right will not be exercised to delay disciplinary proceedings. It is the employee's responsibility to notify the Association.

Employees being reprimanded, warned, disciplined or adversely affected for any reason may request to be accompanied by a representative of the Association when meeting with the supervisor for a review of the action.

The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing.

Any disciplinary action taken will be appropriate to the behavior that precipitates the disciplinary action.

Section 5.5 Non-Discrimination

The provisions of this Agreement shall be applied consistent with legal requirements applicable to nondiscrimination in the work place without regard to sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal by a person with a disability.

Sexual harassment is a form of unlawful discrimination.

Section 5.6 Employee Protection and support

Teachers have the right to work in an environment free from threats or harassment. The District will provide support to employees who are threatened, harassed or injured by a student, parent, co-worker, or administrator. This provision also applies if such threats or harassment occur outside the workplace, can be substantiated, and are workplace related.

SVEA will be given the opportunity to provide input to the Superintendent prior to civility or harassment policies being adopted by the School Board.

ARTICLE 6 - INSTRUCTIONAL FREEDOM

Section 6.1 Instructional freedom is encouraged for all employees, and no special limitations, except those necessary to accomplish the educational goals and objectives of the District, shall be placed upon study, investigation, methods presentation and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility.

Section 6.2 These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

Section 6.3 Employees have exclusive rights to determine grades and evaluation of students. The district will not alter the grade assigned to any student by a teacher without prior consultation with the teacher, except in extreme circumstances. The employee may appeal, in writing, any grade changes to the superintendent.

ARTICLE 7 - PERSONNEL FILES

Section 7.1 Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District. At such time, the Superintendent or designee shall be present. The employee, at his own expense, may duplicate any documents contained therein. A separate file for processed grievances shall be kept apart from the employee's personnel file.

Section 7.2 Each employee's personnel file shall contain the following minimum items of information: all of the employee's evaluation reports, copies of annual contracts, teaching or ESA certificate, a transcript of academic records.

Section 7.3 Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

Section 7.4 Any materials placed in the personnel files concerning an individual's evaluation must relate to incidences or visitation which took place within thirty (30) calendar days of the incident. If additions are made after thirty (30) days, the employee shall be notified of such additions.

Section 7.5 An employee may attach a written statement to any document contained in his/her personnel file. Such statement shall be signed and dated by the employee.

Section 7.6 Any derogatory material that could form the basis of a disciplinary action or a negative evaluation shall not be placed in the personnel file without the employee's knowledge.

Section 7.7 Removal of Reprimands

Written reprimands pertaining to employee conduct or work performance, which are remedial in nature, shall be removed from personnel files three (3) years from the date of notice, at the request of the employee. In accordance with RCW 28A.400.301, no information related to substantiated verbal or physical or sexual misconduct may be removed from any employee file. In accordance with RCW 28A.400.301, information related to alleged verbal or physical abuse or sexual misconduct that has not been substantiated may be expunged at the request of the employee. A Certificated Staff Annual Performance Summary shall not be deemed to be included within the definition of the term "reprimand" as utilized herein and, therefore, shall not be subject to removal from the files under the terms of this provision.

Section 7.8. Building Files

Supervisors and principals may maintain an information file, or "working file," at their work site pertaining to employees for whom they have formal evaluation and/or supervisory responsibility. In a timely manner, any issues of concern shall be shared with the employee, if the employee has not otherwise been sent a copy of the document.

Section 7.9 Public Record Requests

Prior to the release of any information pursuant to a public record request received by the District in accordance with RCW 42.56.230, the District shall follow Board Policy 4040 and inform any employee and appropriate bargaining unit representative when a record naming the employee has been requested. The employee and representative shall be informed of the District's intended response to the request.

ARTICLE 8 - ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

The District's Board of Directors and its agents are legally responsible for the management of the District. Reserved to the District, therefore, is the exclusive authority to manage, determine and operate the educational program and staff, subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this Agreement, all matters relating to program, facilities, budget, personnel and staffing shall be determined and administered by the District through such policies, procedures, and practices as it may select. This statement of District authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.

PART II - GENERAL CONDITIONS

ARTICLE 9 - INDIVIDUAL CONTRACTS

Section 9.1 The District shall provide each employee a contract in conformity with Washington State Law and State Board of Education regulations. All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement.

Section 9.2 Two (2) copies of a contract shall be given to the employee each year for signature. After signing by the certificated employee, all copies are forwarded to the District Office to be signed by the Board or its Secretary. One of these copies is then placed in the employee's personnel file and the second copy returned to the employee.

Section 9.3 Release from Contract - A release from the obligation of a previously signed District contract shall be granted those employees who request one by July 1 for the succeeding year, provided that a letter of resignation has been submitted to the Superintendent together with the request for a release.

A release from the obligation of a previously signed District contract may be granted those employees who request one after July 1 for the succeeding year, provided that a suitable replacement can be found. If the District is unable to obtain a suitable replacement, it shall be the duty of the District to demonstrate to both the employee and the Association upon request that reasonable efforts have been made to obtain a suitable replacement.

The letter of resignation and requesting for release from the contract shall be submitted to the Superintendent's Office at the earliest practicable time to afford the District a reasonable length of time for obtaining a suitable replacement.

A release from contract shall be granted in the case of illness or other compelling personal matters that make it impossible for the employee to continue in the District.

ARTICLE 10 - WORK DAY

Section 10.1 The employee workday shall be as determined by the District. It is the intent of the District that the workday shall be seven and one-half (7 1/2) hours for all District employees. The workday shall include a thirty (30) minute duty-free lunch for each staff member. However, should the needs of the District, as determined by the Superintendent, related to, but not limited to, transportation, recesses, lunch periods, instruction, or preparation periods, require a longer working day, the employee's workday may be lengthened, at the discretion of the Superintendent, to accommodate such additional required time, but in no event shall the workday exceed seven and three-quarter (7 3/4) hours, except for District or individual building meetings as convened by the Superintendent or building principal as provided in Article 41.

During the workday, as described in the above paragraph, the teachers shall report to those the work locations to which they are directed by the Superintendent or building principal or their designee.

Travel schedules for itinerant teachers will be provided at the beginning of the school year and will provide for sufficient travel time.

Section 10.2 Two Rivers School - Changes to the Two Rivers School staff start and end times, or to the staff work day or work week shall first be reviewed and agreed upon collaboratively by the Two Rivers staff and administration. Proposed changes shall then be brought to the Association for review for compliance with the Agreement pursuant to Article 43, Agreement Administration.

Section 10.3 Emergency School Closure - Each building staff in cooperation with their building administrator(s) will establish a building procedure governing conditions arising from early release days caused by inclement weather and/or emergencies. Adequate student supervision by certificated staff must be provided until all students have safely left the campus.

Section 10.4 Professional Development/Planning Time

1. Definitions:

- a. Teacher Directed Early Dismissal: Teacher Directed ED times will be at the discretion of the individual teacher for the purpose of planning, engaging in professional development activities, with grade level or department teams, etc.
- b. Building Directed Early Dismissal: The Building Directed ED times will be at the discretion of the building principal and the building level Learning Improvement Teams for the purpose to work on building level activities related to their School Improvement plans. Principals will strive to have collaborative time and include time for teachers to work on the issues listed.

Two of the building directed days will be designated as teacher collaboration days designed by the Principal in consultation with the building level Learning Improvement Team. Collaboration will be for grade level teams and/or subject matter departments to address issues relative to the team or department.

- c. District Directed Early Dismissal: District Directed ED times will be used for district level activities focusing on the District's Improvement Plan, curriculum alignment activities, including Common Core, curriculum adoption in-services, district level committee work, as directed by the Director of Curriculum/Instruction, etc. or professional development aligned with the teacher evaluation system of all those who are classroom teachers. *(Additional committee work may need to be scheduled on other days aside from the scheduled District Directed ED in the PDPT proposal.)*
2. Based on the total number of early dismissal times available in the school calendar no fewer than 60% of the days will be designated Teacher Directed ED. The remaining early dismissal times will be designated as Building and District ED.
 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 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, Building Directed and District Directed ED times in the school calendar based on the following formula: 60% will be Teacher Directed, 20 %_Building Directed and 20 % District Directed Days.

5. Building level Learning Improvement Teams will have the discretion to adjust the identified Teacher Directed and Building Directed ED times within the calendar as long as this exchange of days does not exceed the total allocation for each. This adjusted schedule shall be established in the spring of the previous school year.
6. The teacher workday will continue to be 7 and ½ hours.
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.

ARTICLE 11 - ASSIGNMENT, TRANSFER, AND VACANCIES

A. Definitions

1. Assignment: An assignment shall mean a particular grade level, subject(s) or specialty area given to an employee at a given school or work site. Assignments or change of assignment within a building are not considered transfers.
2. Voluntary Transfer: A voluntary transfer shall mean a change of assignment initiated by the employee.
3. Involuntary Transfer: An involuntary transfer shall mean a change of assignment initiated by the administration.

B. Employee Assignment

1. Employees shall be assigned by the Superintendent in accordance with regulations and laws of the State of Washington, State Board of Education, Board Policy, and the administrative procedures of the District, and the District Affirmative Action Plan.
2. All employees presently employed will be given written notice of their specific assignments, and room assignments for the forthcoming year not later than July, subject however to changes by the Superintendent subsequent to such written notice made necessary by changing needs of the District as identified by the Superintendent.

C. Vacancies and Voluntary Transfers and Reassignments

1. The Superintendent or designee shall post on the District website a notice of any vacancies as they occur during the school year. Employees who desire to fill such vacancies shall apply via the District's online system within fifteen (15) calendar days of such posting.
2. In order to provide employees an opportunity to be considered for filling vacancies occurring during the summer recess, employees interested in such considerations shall, prior to the conclusion of the school year, submit an email address to the Personnel Office to receive electronic notification of openings during the break period. Current employees desiring to fill a vacancy within the District can apply online using the "District Staff" option.

3. The Superintendent shall, based on his/her determination of the needs of the District, make all decisions concerning assignments to fill vacancies or effect transfers and reassignments. In filling vacancies, the Superintendent shall consider the qualifications and then the preferences of every volunteer for such positions, but Superintendent's decision shall be in his/her discretion and shall not be subject to grievance or arbitration.
4. When a request for a voluntary transfer has been denied, the teacher affected may request a written explanation of the reasons for such denial from the Superintendent. Such request, if denied, shall be satisfied by an oral explanation given to the employee in the presence of a third person acceptable to both sides.

D. Involuntary Transfers

1. Involuntary transfers shall be determined and made by the Superintendent based on the needs of the District. Prior to filling vacancies by effecting involuntary transfers, the superintendent shall first consider volunteers for such open position. Consideration will then be given to the qualification, the preference, and then seniority of staff members to be transferred.
2. Employees who are to be involuntarily transferred shall be notified three (3) weeks prior to the effective date of such transfers except in extenuating circumstances as determined by the Superintendent.
3. An employee who is involuntarily transferred will not be adversely affected as to placement on the Certificated Salary Schedule or with regard to total teaching seniority.
4. Employees involuntarily transferred shall have the first right to return to the location from which they were transferred when an open position exists for the subsequent school year. If the employee refuses the offer to return, the transfer shall no longer be classed as involuntary.

ARTICLE 12 - JOB SHARING

Section 12.1 Definition: Job sharing shall refer to two (2) teachers sharing one (1) full-time position or to one (1) teacher filling a part-time position while also being on part-time annual leave for the balance of a full-time contract.

Section 12.2 At the discretion of the District, job sharing may be offered for up to one (1) year.

Section 12.3 Job sharing will be reviewed each year for renewal.

Section 12.4 Job sharing is voluntary.

Section 12.5 Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:

- A. Offer full-time employment to remaining job share employee for the remainder of the school year, or
- B. Seek compatible replacement, with remaining employee working full-time until replacement is found, or
- C. Other District-determined solution.

Section 12.6 Job share employees will qualify for salary advancements, experience credits, sick leave and insurance benefits on a pro-rata basis.

ARTICLE 13 - CALENDAR

The 2013-2014 calendar shall be attached hereto (Appendix B). Prior to April 1 of each year, the District and Association shall meet for the purpose of developing a mutually acceptable calendar for the succeeding school year. If no mutually acceptable calendar is forthcoming by that date, the District shall establish the school calendar. The establishment of the calendar shall not supersede negotiations for a successor agreement on terms and conditions of employment such as hours, workdays, and supplemental or additional days of work.

ARTICLE 14 - EMPLOYEE FACILITIES

Section 14.1 Use of School Facilities - All employees may be provided access to school facilities after school hours if prior arrangements have been made with, and approval obtained from the building principal.

Section 14.2 ESA Facilities - Each ESA will have, at their home school, private access to a computer for typing of reports and necessary paperwork.

Each ESA staff member will have access to lockable storage with a key in each building.

ARTICLE 15 - TRANSPORTATION OF STUDENTS

Employees shall not be required to drive students to activities which take place away from the school building. They may do so voluntarily only with the advance approval of their principal or immediate supervisor. In such event they shall be covered to the limits of the District's liability insurance, and shall be compensated, if requested by the employee, at the District established rate per mile for all driving done in their own automobile.

ARTICLE 16 - AUXILIARY PERSONNEL

Non-certificated employees shall not be used in positions requiring certification.

ARTICLE 17 - STUDENT TEACHERS AND INTERNSHIPS

The Association and the District will encourage the development of student teacher and internship programs within the District for teachers and Educational Staff Associate (ESA).

The responsibility for supervising a student teacher or intern must be voluntarily assumed. No student teacher or intern will be placed with a first year teacher or ESA. Any reimbursements received from the sending institution shall be given to the supervising teacher or ESA.

The District intends to maintain the mentor teacher program.

ARTICLE 18 - DISTRICT-LEVEL DECISION MAKING

Members of the teaching profession are particularly qualified to advise and provide resource data in the development of policies and programs related to the field of education. District appointed committees shall include representatives of the Association when, such representation is desirable and appropriate relevant. Should meetings occur outside of the work day employees will be paid at the professional rate for the hours worked.

ARTICLE 19 - BUILDING-BASED DECISION MAKING

In order to bring decisions closer to the classroom and open up dialogue between the stakeholders, there shall be established in each school building a process in which principals will seek input from staff on developing curriculum, implementing programs and initiatives and building expenses. The budgetary input would include building expenses, how to use district allocated discretionary funds for purchasing instructional supplies, materials and equipment, developing curriculum and implementing programs.

PART III - SALARY MATTERS AND INSURANCE

ARTICLE 20 - SALARIES

Section 20.1 Compliance: The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement shall operate to preclude the District from complying with State compensation laws not to vest employees with compensation in excess of that provided for by law. Accordingly, the parties acknowledge that the District must retain the authority in consultation with the Association to make equitable compensation adjustments involving all certificated staff in order to ensure compliance with applicable laws.

Section 20.2 Certificated Salary Schedule: All employees shall be paid a base salary based on the Washington State Certificated Salary Allocation Model (SAM), adopted for the year(s) covered by this Agreement and attached hereto in Appendix A as the Certificated Salary Schedule.

Section 20.3 Pass Through of Additional Salary Funds: In the event that the Legislature hereafter specifically funds a percentage increase or dollar increase in certificated salaries, that higher funding level shall cause the District, in consultation with the Association to verify said increase, to increase the salaries set forth in Appendix A in the manner and extent provided by the subsequent State Appropriations Act and any implementing regulations.

Section 20.4 Stipends and Extra Days of Work: Extra Days of work shall be compensated as set forth in Appendix C. Stipends shall be compensated as set forth in Appendix C or Article 24, as applicable to the stipend position held.

Section 20.5 Other Deductions: The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for insurance plans or programs jointly approved by the Association and the Board. The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for the National Education Association Fund for Children and Public Education (NEA-FCPE) and the Washington Education Association-Political Action Committee (WEA-PAC)

ARTICLE 21 – INSURANCE BENEFITS

Section 21.1 Insurance

1. The District will make available medical, vision, dental, life and long-term disability group insurance to bargaining unit employees. For the purpose of this section, an employee's eligible dependent may include a state registered domestic partner in accordance with Washington State Law.
2. Each month, the District will provide the full state allocation rate per full-time employee, regardless of the source of funds utilized to pay each employee's salary, prorated on the basis of the employee's full time equivalency (FTE).
3. Each year on October 1, the District will contribute additional funds to augment the insurance pool. For 2013-14, that amount is \$40,000, for 2014-15, that amount is \$45,000, and for 2015-16 that amount is \$50,000.

4. The District and Association agree to the following provision in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940). Each month, the District will subtract the cost of vision, dental, life and long-term disability group insurance premiums from the state allocation rate per FTE; the amount remaining will be applied toward the medical insurance plan selected by the employee, provided, that after any pooling, every employee will pay the first 5% of medical premiums for whichever plan they chose during the 2013-14 school year. The District and Association further agree to have a subgroup of one representative from each group represented in the District Benefit Committee meet and consider changes to the mandatory out-of-pocket minimum for subsequent years of the contract. Any recommendations from the committee are subject to a limited reopener to bargain mandatory out-of-pocket premium percentages. Any remaining portion of the medical insurance premiums will be deducted from the Employee's salary warrant.
5. Any portion of the Employee's insurance allocations remaining after subtracting the cost of the four premiums (noted above) and medical insurance premiums will be pooled for the sole benefit of other employees with out-of-pocket medical insurance premium costs.
6. This monthly pool amount will be calculated in October and then re-calculated in April of each year (for distribution during the calculation month and during the five (5) following months).
7. Each month, each employee with out-of-pocket costs will be credited with an equal dollar amount of the pool (for example, \$50 in Round One), per FTE, up to the total cost of the employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").
8. For employees hired after October 1 and before April 1, the District will provide the full state allocation rate per FTE for their insurance benefits (i.e., vision, dental, life, LTD, medical); these employees will not have access to the insurance pool until the April recalculation. For employees hired after April 1 the District will provide the full state allocation rate per FTE for their insurance benefits (i.e., vision, dental, life, LTD, medical); these employees will not have access to the insurance pool.
9. An employee whose spouse or domestic partners is also a bargaining unit employee of the District, and both employees are represented by SVEA, may combine his/her allocation with that of his/her spouse or domestic partner for the purchase of a single insurance plan to offset the employee's out of pocket cost for medical insurance premiums in excess of the required percentage paid by individual employees established in Section 21.1.4. Any unused portion of the insurance allocation shall be returned to the insurance pool.
10. Any employee who makes a change in coverage elections (including adding dependents) during the year, will not have access to additional set-aside funds to offset the incremental cost of those changes, but will be eligible for re-pooling as outlined above.
11. The District will not use any portion of the pool for payment of the monthly Health Care Authority (HCA) subsidy. The District shall pay the full cost of the monthly HCA subsidy on behalf of the employees out of local District funds.
12. The parties acknowledge the necessity to comply fully with the insurance requirements imposed by State Law (Engrossed Substitute Senate Bill 5940). The parties further acknowledge the complexity of the compliance problems confronting them. Thus, it is not the intent of the

parties to make any agreements which would preclude the District from complying with the requirements of law. The District will inform the Association of changes in this section (Section 21.1 Insurance Benefits) required by law.

Section 21.2 Section 125 Cafeteria Plan - Employees may participate in the District's IRS Section 125 Cafeteria Plan.

Section 21.3 Employee Assistance Program – Employees may participate in the District's Employee Assistance Program.

Section 21.4 Tax Sheltered Annuities and 403-b (7) Plans - Employees may participate in tax-sheltered annuity programs approved by the Association and the Board. The cost of a third-party administrator shall be borne by the District.

Section 21.5 District Benefits Committee - The SVEA may appoint up to three (3) representatives on the District Benefits Committee. SVEA representatives will be paid by the SVEA. The committee's purpose is to review the insurance programs offered and to act as advisors to the Director of Business Services in matters pertaining to insurance.

ARTICLE 22 - STAFF PROTECTION

Section 22.1 The District agrees to maintain bodily injury liability, personal injury liability, and errors and omissions insurance coverage for all employees covered by this Agreement. The Board shall determine the scope, nature, and conditions of such insurance coverage.

Employee Coverage Under the District's Insurance Policy

There are four coverages as follows:

1. All school employees and administrators are included under the policy terms as "additional insured". This means that if any of these personnel is named as a defendant, individually, in a suit arising out of activities in the performance of duties as a school employee, the policy will defend such employee and pay any judgment rendered against him/her, providing it is an occurrence covered by the policy.

Volunteer workers and student teachers are also deemed to be employees.

2. An employee's liability: This covers an employee for bodily injury and property damage liability to the limit of \$500,000/\$500,000 arising out of employment activities.
3. An employee's personal property is covered for the Section I policy coverages (fire & lightning, windstorm & hail, explosion, sonic boom, vandalism & malicious mischief, riot & civil commotion, aircraft & vehicles, smoke removal and sprinkler leakage) an excess insurance over any other insurance applicable (such as private coverage under a homeowner's policy, etc.) up to \$500 for each teacher.
4. A school employee's personal property is covered up to \$500, on an "all risk" basis if the school is legally obligated for loss or damage while such employee is engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. The wording of this insurance

agreement indicates that there would have to be an emergency situation involving students, parents, rioters or vandals to qualify the availability of this coverage.

The information provided above is a general description of coverages and would, of course, be subject to the policy terms and conditions that could enter into some individual situations.

Section 22.2 Staff Safety and Protection

In the event an employee believes that a person(s), including a parent or guardian of a student, is engaging in or imminently threatening to engage in any of the following,

to insult or abuse an employee while such employee is carrying out his or her official duties, or

to willfully create a disturbance on school premises or at school activities or meetings, or

to intimidate by threat of force or violence an employee who is peacefully discharging or conducting his or her duties,

said employee will request assistance from the building administrator or designee who will take appropriate action. At the request of the administrator, an employee's request for assistance will be in writing.

Section 22.3 Student Records

Purpose for and Use of Student Records

Employees are allowed access to information recorded on Student Enrollment/Registration Forms regarding students enrolled in the employee's classroom unless such information is restricted by law. Such information is strictly confidential and is for the purpose of providing the best educational opportunities for each student as well as for protecting the health and safety of employees and students.

Staff will be notified of any newly enrolled or already enrolled student having a record of violent behavior, criminal behavior or weapons possession.

Section 22.4 Student-Related Safety Training

Employees assigned a student whose IEP identifies emotional and/or behavioral goals that indicate the student may be a safety risk may request training specific to these circumstances. Such requests will be submitted in writing to the employee's principal or designee who will respond in writing in a timely manner. In the event a request is denied, a written explanation for the denial will be provided.

Section 22.5 Workers' Compensation

All workers' compensation payments to employees shall be deducted from the employee's sick leave pay during such time as sick leave is claimed. Only time paid by the District shall be charged as sick leave against the employee's accumulated sick leave. Sick leave may be claimed and paid in accordance with, and to the limits of, the sick leave policy of the District.

Notwithstanding the provisions of the previous paragraph, employees are eligible for workers' compensation as provided in current Washington State Law.

Section 22.6 Employee's Personal Property

Employee's personal property lost, stolen, mutilated, or destroyed while on or in school premises shall be replaced or repaired at the employee's discretion and expense except in case of fire or other District insured catastrophe where District insurance may cover employee's personal losses.

ARTICLE 23 – WORK YEAR

Section 23.1 Basic Work Year

The length of the regular employee base contract shall be one hundred eighty (180) base contract days in total.

Section 23.2 Additional Days of Work - In addition to the Basic Work Year, each regular employee will be paid for four (4) 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 four (4) 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 four (4) additional workdays will be set forth on the school calendar. Extra workdays are not accumulated from year to year. Extra work days will be:

- 2.0 District directed days:
 - 1 District directed day (before school “kick-off” day); and
 - 1 District directed staff-development day. In the event the Washington State Legislature restores funding for an additional in-service day, that funding will be used to offset the cost of this day.
- 2 mandatory days (before and/or after school year “set up” and “take down” days) on which other staff responsibilities will not be scheduled.

Section 23.3 Responsibility Compensation -- In addition to compensation for the basic work year (Section 23.1 herein) and additional days of work (Section 23.2 herein), employees will be compensated for professional responsibilities worked outside of the basic work year and additional days of work. Compensation shall be paid in accordance with the responsibility salary schedules contained in this Agreement. (See Appendix D.) These additional professional responsibilities include, but are not limited to, the following:

- (1) Classroom set up or take down;
- (2) Conferencing and communicating with parents and students in addition to conference weeks;
- (3) Assessment/Reporting of student progress;
- (4) Providing individual help to students;
- (5) Curriculum development including preparing and revising instructional materials;
- (6) Professional development and study including working with colleagues;
- (7) Taking classes for professional improvement;
- (8) Direct involvement in student activities;
- (9) Relevant conferences, workshops and community activities

Section 23.4 Supplemental Contract - Employees shall be issued a supplemental contract for the additional time and responsibilities specified in Section 23.2, and Section 23.3. Less than full time employees shall have their compensation amounts and time required pro-rated in accordance with their annualized FTE.

Section 23.5 Special Education

1. IEP Case Managers

Compensation

- A. Each employee filling the position of special education classroom IEP Case Manager shall annually receive an IEP responsibility stipend based on the employee's annualized full time equivalency (FTE): \$550 in 2013-14, \$600 in 2014-15, and \$650 in 2015-16.
- B. Said Case Managers shall additionally be compensated at the rate of 1.5 hours at the professional rate (paid by time sheet) for each authorized IEP in excess of ten (10) IEPs in a school year. To qualify for compensation for an authorized IEP, the IEP must be completed on time and must meet department standards.
- C. Those Case Managers who do not have more than 10 IEP's (ie – Self Contained Program teachers) will receive a workload stipend of \$350.00 above the IEP responsibility stipend indicated in part A above.

Release Time

A Case Manager may request release time in lieu of IEP compensation as provided in paragraph B. above. Such release time must have prior approval from the Director of Student Services and, if approved, will be allocated on the following basis:

- 6 IEPs 1 day of release time
- 12 IEPs 2 days of release time
- 18 IEPs 3 days of release time

2. Occupational Therapists, Physical Therapists and Speech and Language Pathologists

Compensation

- A. Each employee filling the position of Occupational Therapist, Physical Therapist, Speech and Language Pathologist shall annually receive a responsibility stipend based on the employee's annualized full time equivalency (FTE): \$550 in 2013-14, \$600 in 2014-15, and \$650 in 2015-16. This stipend is for time required to complete assigned IEPs.
- B. For each IEP for which an OT, PT, or SLP is a case manager, the OT, PT, or SLP will be compensated at the rate of 1.5 hours at the professional rate (paid by time sheet) for each authorized IEP. To qualify for compensation for an authorized IEP, the IEP must be completed on time and must meet department standards.

3. School Psychologists

School psychologists will be assigned five (5) extra days of work each year scheduled by the Director of Special Education Services and paid at the psychologist's per diem. Duties must be coordinated with and approved by the Director of Special Education Services.

4. PT, OT, SLP, Nurse, and Psychologist License Reimbursement

Each year, the District will provide an amount not to exceed \$2,000 for employees filling the position of PT, OT, SLP, Nurse, or Psychologist to reimburse said employees for the cost of license fee. The amount will be divided equally for these employees requesting reimbursement by June 1 of each year. Individual reimbursement shall not exceed the amount of the fee. Request for reimbursement shall be in accordance with District procedures.

5. ESA National Board Recognition

Those holding an ESA National Board equivalent will receive a yearly stipend of \$750.00.

6. Extended School Year

Each employee filling the position of special education teacher during Extended School Year, which is a mandatory program offered to special education students during the summer, will receive per diem or professional rate, whichever is greater.

ARTICLE 24 - STIPENDS

Section 24.1 Department Chairs

Department Chairs will be paid on number of sections represented at the time the supplemental contract for Department Chair is issued.

Department

- Language Arts
- Social Studies
- Mathematics
- Science
- PE/Health
- World Language
- Special Education
- Career and Technical Education
- Fine Arts
- Counseling

Stipend schedule based on number of sections represented:

- 0-19 Sections: .028 times the base
- 20-29 Sections: .0397 times the base
- 30-39 Sections: .05 times the base
- 40 (Plus) Sections: .062 times the base

Section 24.2 Professional Rate

Each employee required to perform extra work will be compensated at the hourly rate determined from the sum of Step 0,0 of the LEAP Schedule (Appendix A) plus Step 0,0 for additional days and TRI (Appendix D). At no time shall the Professional Rate be less than \$30.00 per hour.

Extra work is work assigned by the District that is performed after the regular workday and/or after the scheduled work year and is:

- a) Special curriculum work assigned by the Superintendent or designee performed outside the school day.
- b) Staff selection committee work performed outside the school day.
- c) In-service work performed outside the school day.
- d) Other work specifically agreed to by the District.

Section 24.3 Moving Transfer Pay

- a) Classroom teachers will be compensated for eight (8) hours of time at the professional rate for an administratively initiated transfer within a school campus.
- b) Classroom teachers will be compensated for sixteen (16) hours of time at the professional rate for an administratively initiated transfer to another school campus.
- c) An employee initiating a move to a different room within a school campus will not be eligible for compensation for the move.

Section 24.4 Pay for Open House:

Each year, the District will compensate employees for three (3) hours at the Professional Rate for employees' attendance at scheduled Open House. If the high school decides on a separate Open House for the 9th Grade Campus, those teachers needing to attend a second Open House will be compensated for an additional three (3) hours at the Professional Rate.

Section 24.5 Technology Compensation

The technology stipend is for implementation of District determined technology systems, facilities, initiatives and projects related to integrating technology into classroom instruction. The Association and District agree that it is in our mutual best interest to have all teachers participate in this professional development opportunity. Accordingly, it is an expectation that teachers will participate unless exceptional circumstances exist, in which case that individual may request, in writing to their supervisor, to be excused. If the immediate supervisor approves the request, it will be forwarded to the Superintendent or designee for final approval. If denied, the employee may meet with designated technology staff to determine an alternate plan. Requirements to receive stipend include: 1) a hire date prior to January 30 of the current school year; 2) selection and completion of a "Technology Pathway"; and 3) completion of an online verification. Submit pathway verification forms by May 15th to Executive Director of Instructional Technology for payment in June.

The technology stipend for certificated 1.0 FTE employees will be \$1450 for 2013-14, increasing to \$1500 for 2014-15 and \$1550 for 2015-16. This stipend and the corresponding requirement for training hours will be pro-rated by annualized FTE as follows:

- a. 0.5 FTE-0.9 FTE

Stipend is prorated by employee's FTE and technology pathway responsibilities reduced an equivalent amount. However, an employee can "opt-in" to receive the full 1.0 FTE stipend, but must fulfill ALL requirements of their chosen technology pathway including the online survey of technology integration.

b. 0.1 FTE-0.4 FTE

Stipend is prorated by employee's FTE and technology pathway responsibilities reduced an equivalent amount. However, an employee can "opt-in" to receive a half stipend, but must fulfill half the requirements of their chosen technology pathway including the online survey of technology integration.

Less than 1.0 employees must indicate to the Executive Director of Instructional Technology that they wish to "opt-in" no later than October 1.

Technology Pathways:

- Coursework & Individual Support (formerly Documented Accomplishments)
- Professional Growth and Reflection
- Collaboration
- Technology Integration Trainer/Leader (TILT)

Training Component:

All certificated employees are eligible for up to fourteen (14) hours for technology training, webinars, work sessions, classes and workshops offered throughout the school year. This time will be paid at the professional rate (section 24.2)

The Executive Director of Technology will establish a working group consisting of tech TOSA's TILT's, other interested certificated staff, and an Association representative during the 2013-14 school year to consider modifications to technology training offerings, technology pathways, reporting and expectations based upon employee input.

Application (pathways) and training for technology integration compensation will be consistent with RCW/WAC and District technology goals.

This stipend and corresponding training and pathway hours are funded entirely from local tax dollars through a Technology Levy. If this levy is discontinued or fails to gain voter approval, these items will not be offered in subsequent years of this agreement.

Section 24.6 Tuition Reimbursement Program

1. The District will fund \$28,000 each fiscal year for incentive pay for employees pursuing their Professional Certification, National Board Certification, or a master's degree.
2. In the event reimbursement requests exceed \$28,000 all reimbursements will be reduced on an equal percentage basis until \$28,000 is expended.
3. No later than October 1, the parties will review whether all of the funds allocated for the previous year were expended. In the event reimbursement requests are less than \$28,000 in the second year of the Agreement, the unexpended amount will be carried forward to the ensuing year. Said unexpended amount will be held to reimburse employees with teaching experience of three (3) years or fewer for tuition for necessary certification requirements (proof of costs must be submitted to the District Business Office no later

than February 1st of the current fiscal year) or to be expended for other uses as determined by the Mutual Interest Committee on a yearly basis.

Reimbursement for the Professional Certification Program

An employee attending an accredited Professional Certification Program will be reimbursed as follows:

- Year One Maximum Reimbursement to Participant: \$817
- Year Two Maximum Reimbursement to Participant: \$450
- Maximum Reimbursement if Spread Out Over Three or More Years: \$1,267

An employee who has completed a section/class of the Professional Certification Program must submit proof of program costs and course completion to the District Business Office no later than February 1st of the current fiscal year to be eligible for reimbursement.

Reimbursement for the National Board Certification Program

The total lifetime maximum reimbursement for expenses for the National Board Certification program is \$1,000.00. Reimbursement is for classes, tuition, registration, books, course fees, etc. and must be submitted no later than February 1st of the current fiscal year for the previous school year expenses to the District Business Office.

SVEA Masters Degree Or Administrative certificate Incentive Program

The Snoqualmie Valley Education Association and the Snoqualmie Valley School District have a Masters Incentive Program that allows a teacher to be reimbursed upon completion of a Masters or Administrative Program up to \$1,000. Employees who are taking credit towards a masters or Administrative certificate are eligible for the Masters/Administrative Incentive Program.

- A Masters or Administrative Program must be from an accredited college or university.
- Credits earned in said Masters or Administrative Program must meet OSPI guidelines for reportable education credits.
- An employee who has completed a Masters or Administrative Program must submit proof of program completion and tuition payment to the District Business Office no later than February 1st of the current fiscal year to be eligible for reimbursement.
- To be eligible for reimbursement, the employee must have completed their Masters or Administrative Program while employed in the district.

Participation in both a Masters or Administrative Program and Professional Certification Program:

Teachers participating in a program which combines both a Masters Degree_or Administrative Program and the Professional Certification Program will be reimbursed for the completion of both based on the reimbursement model defined in the Professional Certification and Masters Incentive clauses outlined above.

Section 24.7 Attract and Retain Stipend

For each year of this Agreement an annual \$650 attract and retain stipend will be paid to employees for years 17 through 29 of employment and an annual \$1150 for year 30 + of employment.

The rules for determining an employee's years of experience shall be the same rules used for the S-275 state report and for placing employees on the LEAP salary schedule.

Section 24.8 Compensation for 504 Case Managers

- A. Each employee filling the position of a 504 Case Manager shall receive a \$435.00 responsibility stipend based on the employee's annualized full time equivalency (FTE).
- B. Said Case Managers shall additionally be compensated at the rate of 1.5 hours at the professional rate (paid by time sheet) for each authorized 504 Plan in excess of ten (10) 504 plans in a school year. To qualify for compensation for an authorized 504 Plan, the 504 Plan must be completed on time and must meet administrative standards.

Section 24.9 Bargaining Unit Substitutes

Provisions of this Agreement solely applicable to said bargaining unit substitute employees

- A. "Day to day" substitutes are bargaining unit substitutes having worked more than thirty (30) days during any twelve month period ending during the current or immediate school year.
 - 1. "Day to day" substitutes shall be paid not less than the current Board determined amount.
 - 2. After the "day to day" substitute has taught ten (10) consecutive days in the same assignment, the daily rate paid the substitute shall be changed to a daily rate schedule, determined by their placement on the current teachers' salary schedule, beginning with the eleventh (11th) day of teaching in the same assignment and each day thereafter in the same substitute teaching assignment.
- B. "Long term" substitutes are bargaining unit substitutes who are employed in a single assignment for more than twenty (20) days and such assignment is known at the start of the employment for the assignment.
 - 1. "Long term" substitute teachers shall be paid at a daily rate determined by their placement on the current teachers' salary schedule. If a "long term" substitute is absent for more than two (2) consecutive days of work, said substitute may be not be returned to the assignment. Such teachers shall not be paid for days not taught.
 - 2. If the District knows that a regular employee will not be able to begin a school year and a "long term" substitute will be needed, such "long term" substitute may be required to attend employee preparation days and shall be paid accordingly.

Section 24.10 Co-Curricular Activities

- A. Filling New Positions and filling Positions in New Schools
 - 1. When the District determines there is a new or open co-curricular activities position, said position shall first be advertised to in-building employees. If no in-building employee is selected to fill the position, the District will post the position for five (5) working days. Consideration will be given to in-district applicants before applicants who are not employees of the Snoqualmie Valley School District.

2. In the event the District opens a new secondary school, the District will follow the process outlined in paragraph 1, above, after the staff for the new building has been selected.

B. Evaluation

Prior to the end of the school year, employees serving in a co-curricular activities position will meet with his/her supervisor to review and receive an annual, written evaluation of performance in the co-curricular position.

C. Co-Curricular Salary Schedule

All employees serving in a co-curricular position shall be paid according to Appendix F for the duration of this Agreement or as amended by mutual agreement of the parties. Effective September 1, 2011, the base amount for computing co-curricular salaries shall be \$29,945.

PART IV - LEAVES

Leave Summary:

Sick Leave = 12 days (see Article 25)

- a. Sick Leave = 12 days
- b. Personal Emergency = 3 days taken from sick leave

Personal Leaves (see Article 27)

Non-Discretionary = 5 days total

- a. Bereavement
- b. Family Illness

Discretionary Personal Leave

- a. 2 days

Other Leaves = Number varies by Circumstance

- a. Association Leave = 30 days
- b. Leave of Absence

ARTICLE 25 - SICK LEAVE

1a. At the beginning of each school year, each employee shall be credited with advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability, including three (3) days for personal emergencies as referenced in subsection seven (7) herein. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.

1b. To conform with State of Washington and OSPI procedures, sick days are allocated and deducted as 8 hour days or portion thereof, and do not relate to the work day definition in this collective bargaining agreement.

2. If an employee is absent for more than five (5) consecutive work days or the pattern of absences suggests improper use of sick leave, the District reserves the right to request a statement from a licensed physician or authorized health care practitioner for the illness or injury.

3. Absence due to injury incurred in the course of the employee's employment shall be charged against sick leave to the extent not covered by worker's compensation and shall be paid in accordance with Section 22.5, Workers' Compensation.

4. The District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days. Eight (8) hours equals one (1) sick leave day.

5. An employee who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Director of Personnel. An employee who has been granted leave may return to service during the period of the leave after

giving ten (10) days written notice to the Superintendent and with written permission of his personal physician.

6. Following a serious injury or illness, the certificated employee shall, if requested by the Superintendent, provide to the Superintendent a physician's statement as to the ability of the employee to perform his or her duties of employment.

7a. Personal leave may be granted at the discretion of the Superintendent or designee and such leave is defined as follows:

1. The problem must have been suddenly precipitated and/or must be of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.
2. Personal leave shall not be used for recreational or a vocational absence.
3. It is recognized and agreed the Superintendent has the additional sole discretion to grant emergency leaves for other compelling personal reasons but which do not conform to the above definition, provided that such affirmative decisions shall not be involved thereafter as precedent in any forum or in connection with any other matter.

7b. Requests for personal emergency leave shall be subject to the following procedures:

1. The employee must arrange for a substitute during his/her absence from work as a result of the emergency.
2. An employee requesting personal emergency leave shall make application on forms provided in each school at least three (3) days in advance of such leave, if possible, but in no event more than two (2) days after he/she returns to work following the leave, and shall certify that the problem attendant with the request could not be handled outside of the regular workday.

7c. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate disciplinary actions.

ARTICLE 26 - SICK LEAVE CASH OUT

- A. In January any employee who at the end of the immediate previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned, but unused the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, full-time daily per diem rate of compensation pay for each full day of eligible sick leave.
- B. To be eligible for sick leave cash out, employees must fill out the District required sick leave conversion form.
- C. An employee who is at his/her maximum accrual limit and who chooses not to participate in the annual sick leave buy back process will lose those sick leave hours in excess of the 180 day maximum. Employees may view their total sick leave hour balance on Employee Access.

- D. Any such election shall be made by written notice to the District's Business Office during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable laws.
- E. The parties have adopted a VEBA sick leave conversion medical reimbursement plan (The Plan), pursuant to RCW 28A.400.210. For every year the plan is in effect, the District agrees to make contribution to the plan on behalf of all eligible employees. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with Washington State statute.

The Plan must be approved by the Association annually.

- F. Any employee who shall retire or shall die while employed by the District may elect (personally or by personal representative, as appropriate) to convert no more than 180 days unused sick leave to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily per diem rate of compensation pay at the time of termination from employment for each full day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of applicable laws.

ARTICLE 27 - PERSONAL LEAVES

Leave Summary

- 1. Non-Discretionary = 5 days total
 - a. Bereavement
 - b. Family Illness
- 2. Discretionary = 2 days

1. Non-Discretionary Personal Leaves

Employees may be granted personal leave with pay during a contract year to be used for any one, or any combination of the following reasons under the stipulation indicated (such leaves are not accumulative). The total number of days for personal leave, identified under A and/or B, shall not exceed five (5) days in any school year.

- A. Bereavement occasioned by the death of father, mother, parent-substitute, brother, sister, spouse, children, dependent relative residing in the household of the employee, parent of spouse or grandparents. Non-discretionary bereavement leave up to five (5) days shall be granted. Up to three (3) days of non-discretionary leave shall be granted for the death of a person having a close personal relationship with the employee.
- B. Family illness leave shall be non-discretionary in cases of serious illness requiring the presence of the employee for assistance purposes up to four (4) days per year. "Family" shall be defined as father, mother, parent-substitute, brother, sister, spouse, children, dependent relative residing in the household of the employee, parent of spouse or grandparents. Employees involved in a close relationship with others outside the immediate family may be granted leave in the event of serious illness with approval and the number of days to be taken being at the discretion of the Superintendent or his/her designee.

- C. If family leave is exhausted, sick leave may be used when illness of an employee's child or minor ward under the age of 18 requires the presence of the employee.

2. 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 five (5) 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.

Personal leave is not available:

- (a) the first five (5) student work days and the last five (5) student work days of the instructional year and
- (b) the work day immediately before and after a holiday and
- (c) the work day immediately before and after spring, winter, and mid-winter break

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 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. The use of more than three (3) consecutive days may be appealed to the Superintendent in cases of unforeseen or once-in-a-lifetime events.

ARTICLE 28 - JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law provided the proceeding does not result from his/her contractual relationship with the District. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

ARTICLE 29 - LEAVE OF ABSENCE

29.1 A leave of absence without pay or benefits may be granted an employee for the purpose of attending a recognized college or university, for medical leave, travel and for professional development activities consistent with the District mission statement. A leave of absence must be recommended by the principal and approved by the Board of Directors.

Employees must apply for leave of absence by April 1. The District will notify the applicant in writing of the action taken by May 1.

The duration of the leave of absence shall not be more than (1) one school year nor less than (1) one student term. The board may extend such leave.

Upon return from the leave, the employee shall be offered a position at the teaching level and building occupied prior to the leave of absence provided that said position at the building has not been affected by a loss in student enrollment or a change in the instructional program.

By April 15, the employee shall give written notice of his/her plan to return to the District.

Insurance eligibility and benefits may be continued at the employee's option and at the employee's expense and consistent with provisions of COBRA. Insurance eligibility and benefits may be continued by mutual agreement between the employee and the District and at the employee's expense beyond that which is required by COBRA where permitted by insurance company agreements.

29.2 Short Term Leave of Absence - Employees may be granted a short term leave of absence without pay of up to five days with the approval of the Superintendent.

ARTICLE 30- CHILD CARE / PARENTAL LEAVE

Child care / parental leave is available, consistent with the following:

1. The purpose of child care/parental leave is to allow the employee non-paid leave to care for a child up to school age, or a medically ill dependent child.
2. The employee requesting leave for any period during the first semester of any school year shall advise the Superintendent in writing of such intent at the time of returning to the District his/her executed Employment Contract for that school year or in extenuating circumstances, no later than thirty (30) days prior to taking the related child care or parental leave.
3. The employee requesting leave during the second semester of any school year shall advise the Superintendent in writing of such intent not later than December 15 of that school year or in extenuating circumstances, no later than thirty (30) days prior to taking the related child care or parental leave.
4. In the event that child care or parental leave is used, the employee may use such leave for the remainder of that school year at which time such leave shall terminate; except that, such employee may return to his/her prior employment assignment at an earlier time mutually acceptable with the Superintendent. Further, an employee may request all of the school year following the birth/adoption of the child for child care or parental leave. Such extended leave may be granted at the sole discretion of the Superintendent, taking into account such factors as the effect on the classroom instructional program, the grading process, and the characteristics of the students in the affected class and subject matter, provided that the Superintendent's decisions shall be on a no-precedent basis and shall not be invoked thereafter as precedent in any forum or in connection with any other matter.
5. Said leave will in no way exempt the employee on leave from reduction consistent with the reduction of employee provisions of this Agreement.
6. Upon return from the leave, the employee shall be offered a position at the teaching level and building occupied prior to the leave of absence provided that said position at the building has not been affected by a loss in student enrollment or a change in the instructional program.
7. Employees on child care or parental leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the year or the remainder of the year for which leave is granted, seniority, salary placement, and employee benefits will be reinstated at the level accrued at such time as the leave was granted or at the leave agreed upon in a successor Agreement.

ARTICLE 31 - ASSOCIATION LEAVE & PRESIDENT RELEASE TIME

The District acknowledges the benefit of having the SVEA President released half-time from regular teaching duties.

31.1 The Association President will be granted .5 FTE paid leave of absence to perform Association duties. While on leave, the Association will reimburse the district for all costs associated with the Association President's leave, i.e. the actual salary and benefits paid to the Association President while on leave. The President-elect and their building principal will meet to consider teaching load options for the .5 assignment.

Upon returning from leave, the Association President will be offered a position at the teaching level and building occupied prior to the leave of absence provided that said position at the building has not been affected by a loss in student enrollment or a change in the instructional program.

31.2 Nothing in this Agreement will detract or negate any and all rights and privileges that would accrue to the Association president had he/she been employed on a full-time basis.

31.3 The request for an Association President's leave shall be made following the election no later than May 30th of the preceding school year.

31.4 The Association President shall not be adversely affected by reason of reduction in force. The Association shall notify the District by April 15 of each year who the Association President will be for the year in which a RIF might be implemented.

31.5 The Association will have a pool of thirty (30) days of leave for the President of Association members to participate in Association activities and/or to conduct Association business. These days may be taken in half-day increments, provided they are indicated as half-days when the leave request is submitted. The Association shall reimburse the District for the cost of a substitute if such is required and employed. Any absence will be deducted from the pool if the employee misses their regular teaching assignment to conduct Association business or attend meetings as a representative of the Association. If the Association exceeds the total of 30 days of leave in this pool, it will reimburse the District for each additional day of absence at the full cost of the employee's daily salary and benefits. In bargaining years the District and Association shall mutually determine release days, if needed for the SVEA bargaining team.

31.6 In the event an SVEA member is elected or appointed to a position with NEA or WEA, an additional twelve (12) days of Association leave shall be available. The Association shall reimburse the District for the cost of a substitute if required and employed.

ARTICLE 32 - PROFESSIONAL LEAVE

For the improvement of instruction, the Superintendent may approve the attendance of employees at workshops, professional meetings, educational conferences, and observations at schools within and without the District. Employees shall request such approval in writing to the Superintendent at least five (5) days in advance.

Expenses, including substitutes if necessary, may be shared among the District, Association and employee.

ARTICLE 33 – OTHER LEAVES

In addition to leaves provided in PART IV, the District will allow leaves consistent with state and federal laws and District procedures. Such leaves include:

- a. Leave for an employee who is the victim of domestic violence, sexual assault or stalking, or who has a family member as defined by law who is a victim. Such leave is deductible from accumulated sick leave or may be taken as leave without pay.
- b. Leave for an employee who is the spouse of a member of the armed forces who has been called to active duty or is deployed.
- c. Leave under the Family Medical Leave Act (FMLA).

Article 34 - LEAVE SHARING

Employees are eligible for the District Leave Sharing Plan, which shall be administered in a manner consistent with state law. Under said Plan, eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from an extraordinary or severe illness, impairment, or physical or mental condition, a staff member who has been called to service in the uniformed services or a staff member who is a victim of domestic violence, sexual assault or stalking.

Such a program is intended to extend leave benefits to a staff member who would otherwise have to take or would likely have to take leave without pay, or terminate his or her employment with the District.

Shared Leave Eligibility:

To be eligible for the District Shared Leave Program, an employee must meet the following requirements:

1. The employee must be on an approved leave of absence by Personnel; and
2. The employee is (or a relative or household member is) suffering from an extraordinary, severe or life threatening condition, or the employee is a victim of domestic violence, sexual assault or stalking, or the employee is being called into service in the uniformed services; and
3. The employee has diligently pursued and has been found to be ineligible for industrial insurance benefits, as applicable; and
4. The employee has abided by the District's sick leave policies and has depleted or will shortly deplete all of his or her leave balances or sick leave reserves; and
5. The employee has not received more than five hundred twenty-two (522) days of shared leave during total District employment; and
6. Absent shared leave, the employee would have to take leave without pay, or terminate his or her employment with the District; and
7. The employee has provided documentation from a licensed physician or authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition or orders verifying the employee has been called to service in the uniformed services; or documentation that the employee is a victim of domestic violence, sexual assault or stalking.

Any leave not used in connection with the specified and approved condition will be returned to the donor or donors.

Shared Leave Donations:

To make a donation to the District's Shared Leave Program, an employee must meet the following requirements:

1. Only sick leave hours in excess of twenty-two (22) days of an employee's normal work hour days may be used as a donation to the leave sharing program.
2. A "day" of sick leave is determined by the length of the donating employee's regularly scheduled work hours per day.
3. The donated sick leave conversion shall be calculated on an hourly basis. Each day shall consist of the donating employee's regularly scheduled work day at the time of conversion.
4. A donating employee's leave balance will be reduced by the number of days (converted to hours) donated to the leave sharing program.
5. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.
6. Sick leave donations will be withdrawn from the donor's sick leave balance only as needed and used by the designated recipient.
7. Donations shall be withdrawn from a donor's sick leave balance in date order received.
8. Employees will be notified if any or all of his/her donated leave is not needed by the designated leave recipient, and such excess donations will not be charged against the employee's leave balance.
9. Certificated staff may donate sick leave to classified staff and classified staff may donate sick leave to certificated staff.

Application Process:

The employee seeking shared leave must submit a completed "Application to Receive Shared Leave Form" to the Superintendent's Office. If an employee has submitted a completed Application Form meeting the Criteria for Eligibility described above in this Section, the application shall be approved.

The Superintendent's Office shall send a request for leave donors to all employees of the District except that an employee seeking shared leave may specify a worksite or worksites for such requests.

Employees who wish to donate leave to an approved employee in need of shared leave must submit a completed Application to Donate Leave Form to the Superintendent's Office.

PART V - INSTRUCTIONAL MATTERS

ARTICLE 35 - STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District.

The District recognizes the right of a teacher to take disciplinary action to correct a student who disrupts normal classroom activities, abuses or insults a teacher, willfully disobeys a teacher, uses abusive or foul language, violates school rules, or otherwise interferes with an orderly education process. Student discipline shall be enforced fairly and consistently subject to due process requirements of state law.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. To this end, impacted employees shall be immediately informed of administrative decisions that affect or result in student discipline. Administrators shall provide notice of student discipline prior to a student's return to classes. In the event that an administrative decision regarding student discipline differs with the recommendation of staff or existing District or building discipline policy, employees shall immediately be made aware of the reasons for this decision and be consulted about possible alternatives.

It is the intent of the parties that staff be consulted about possible alternatives prior to a final decision on student discipline.

ARTICLE 36 - PLANNING TIME

All secondary certificated employees directly involved in full-time classroom instruction shall have at least one (1) full class period of preparation time during each instructional school day.

Elementary certificated employees directly involved in full-time classroom instruction may use any time during which a music, physical education, or librarian is in charge of their assigned students as preparation time. Elementary preparation time will be 150 minutes each five day work week.

To provide additional elementary planning time, the District will allocate to the elementary buildings a dollar amount based on the October 1 FTE elementary staff count times 3.5 days at the daily substitute rate of full time elementary employees including general education classroom teachers, special education teachers, librarians, music teachers, and PE teachers. Said employees are directly involved in classroom instruction. The specific use of these funds for planning time will be determined by those elementary certificated employees directly involved in full-time classroom instruction, including special education teachers, in conjunction with the building administrator(s).

For the purposes of this section, "secondary" applies to grades six (6) through twelve (12). "Elementary" applies to pre-school through grade five (5).

Professional Improvement Allocation: An annual dollar amount will be allocated for the professional improvement of certificated staff members for each year of this Agreement. Said allocation shall be based on one day of the daily substitute cost (including payroll taxes) times the total number of certificated SVEA members.

Each building's allocation will be based on the October 1 FTE count; specialist and itinerant staff members will be included in their home school's allocation. This budget will be allocated

to each building's Learning Improvement Team. Each certificated employee may apply for the funds based on individual or group activities which may include; professional growth strand, classes, conferences, workshops, professional materials, and in-building training. These funds shall not be used for salaries. These activities must be consistent with the District Mission Statement and Learning Goals. We encourage any in-building activities to make available the option of clock hours or credit when appropriate.

It is the responsibility of each building Learning Improvement Team to submit a report to the Mutual Interest Committee at the end of each school year. This report shall include a list of activities funded throughout the previous school year and recommendations for the upcoming year. This information will assist the Mutual Interest Committee's evaluation of the program.

Section 36.1 Covering Classes

A. Secondary

Secondary teachers who lose a preparation period because of an administrative request or administratively required schedule adjustment (i.e., assemblies, WASL testing, or school-wide activities) will be reimbursed at the professional rate unless that building administrator provides an alternate plan to restore said reduced time.

B. Elementary

Elementary teachers (P-5) directly involved in full-time classroom instruction whose preparation time is reduced below the 150 minutes in a 5 day **period** because of an administrative request or administratively required schedule adjustment (i.e., assemblies, concerts, WASL testing, or school-wide activities) will be compensated at the hourly professional rate unless the building administrator provides an alternate plan to restore said reduced time.

ARTICLE 37 - CLASSROOM VISITATION

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, all visitors to a school and/or classroom shall obtain the approval of the principal prior to such visitation.

ARTICLE 38 - CLASS SIZE/WORKLOAD

It is the policy of the District to maintain a student-teacher ratio that is both educationally sound and within the ability of the District to finance.

Section 38.1 Elementary Class Load

Class size relief triggers for elementary are as follows:

Grades K 26 or more students

Grades 1-3 28 or more students

Grades 4-5 30 or more students

Split classes- maximum of the lower class

Librarians, PE teachers and Music teachers will not teach more than one class at a time.

Section 38.2 Elementary Class Load Relief

The District will have the first 3 weeks of school to adjust class size. Beginning on the first day of the fourth week of school and anytime thereafter when class size increases the teacher will have a choice of one of the following remedies: (retroactive to the first day of overload):

\$7.00 per overload student per day for each day of class size overload in 2013-14

\$8.00 per overload student per day for each day of class size overload in 2014-15

\$9.00 per overload student per day for each day of class size overload in 2015-16; or

½ day of planning per overload student per trimester (if a teacher selects additional planning time, he/she will work with the building administrator to arrange when the time will be used; or

1 hour of aide time per overload student per week.

Building principals shall keep class sizes within each grade level as balanced as possible.

Section 38.3

After the initial staffing allocation each spring, the principal, in consultation with all certificated staff, will prioritize the placement of staff for the upcoming school year. These plans will include alternative placement scenarios in the event of an increase or decrease in student enrollment and/or staffing allocations.

The district continues to place a high priority on maintaining elementary class sizes that are instructionally sound and consider state class size recommendations. Any unresolved class size concerns (i.e class size, class composition, 504/IEP) will be brought to the attention of the Mutual Interest Committee. The Superintendent will make the final decision regarding staffing of District schools.

ARTICLE 39 - Middle School Responsibilities

The District will make every effort to assign extra responsibilities (e.g., bus duty) on an equitable basis.

ARTICLE 40 - Secondary Teaching Load

After the initial staffing allocation each spring, the principal, in consultation with all certificated staff, will prioritize the placement of staff for the upcoming school year. These plans will include alternative placement scenarios in the event of an increase or decrease in student enrollment and/or staffing allocations.

40.1 Middle School Academic Core teachers who average 34 or more students in their core academic classes will be paid for 5 additional days planning time (40 hours at the Professional Rate per hour) i.e. 2.5 days or 20 hours per semester.

Class size computations will be made on the last day of the third full week of each semester. Overload compensation shall be retroactive to the beginning of the term.

The district continues to place a high priority on maintaining middle school class sizes that are instructionally sound and consider state class size recommendations. Any unresolved class size concerns (i.e class size, class composition, 504/IEP) will be brought to the attention of the Mutual Interest Committee. The Superintendent will make the final decision regarding staffing of District schools.

40.2 For Mount Si High School, each semester:

- A. Teachers who have more than 150 students in 5 academic classes each semester will receive 2.5 additional planning days or 24 hours at Professional Rate. (This does not include P.E. classes or Music classes).
- B. Teachers who have 32 or more students in any academic class would receive a half day or 6 additional hours compensation for each class at or over 32 students. Hence, once half day for each exceptionally large class (This does not include P.E. classes or Music classes).
- C. Administration imposed double prep will receive \$500, triple prep \$750.
- D. Class size computations will be made on the last day of the third full week of each semester. Overload compensation shall be retroactive to the beginning of the term.

40.3 Because classroom safety is a priority with teachers and the District, teachers may request administrative assistance to address these types of situations:

When chemicals or substances used in class (such as art and science) create safety concerns;

When student use of equipment, such as P.E. weight lifting equipment, creates safety concerns; and

When the ratio of science lab stations-to-students in a classroom creates safety concerns.

Solutions to safety concerns will be determined by the building administrator in consultation with the affected teacher.

Article 41 - Staff meetings

Staff meetings will not exceed more than a total of thirty (30) minutes each month past the workday, not including emergency meetings.

PART VI - STATUS OF THE AGREEMENT

ARTICLE 42 - STATUS OF THE AGREEMENT

The language of this Agreement shall supersede language in any written rules, regulations, policies, or resolutions of the District which is contrary to or inconsistent with its terms.

This Agreement constitutes the entire Agreement between the parties and concludes all bargaining for its term unless specific items are reopened elsewhere in the Agreement.

ARTICLE 43 - AGREEMENT ADMINISTRATION

Association representative(s) shall meet with the Superintendent or designee at least once a month during the school year. The purpose of this meeting will be to discuss current school problems and practices, personnel issues, the administration of this Agreement and to set the agenda for the Mutual Interest Committee. These Association/Superintendent meetings will be tentatively scheduled with the Superintendent's secretary in August of each year.

ARTICLE 44 - CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, then the parties shall meet expeditiously thereafter for the purposes of bargaining replacement language for said provision.

ARTICLE 45 - DISTRIBUTION OF AGREEMENT

The District will make an electronic copy of this agreement available on the District website. The Association will receive one printed copy of this agreement to reproduce at their own expense as needed.

ARTICLE 46 - NO STRIKE, NO LOCKOUT

The Association agrees that there shall be no strike or walk-out, nor shall it approve any such action on the part of the staff members. The District agrees that there will be no lockout of staff members.

The Association or any individual employee shall not unilaterally change the terms of the employment covered by this Agreement.

PART VII - GRIEVANCE PROCEDURE

PURPOSE: The purpose of the following Grievance Procedure shall be to provide a means for the resolution of certificated personnel problems. This procedure is deemed to be in the best interest of all parties.

Section 1 - Contractual Grievances

Grievances arising between the District and its employees covered by this Agreement, or between the District and the Association with respect to matters dealing with the interpretation or application of the express provisions of this Agreement, shall be resolved in accordance with the following procedures. As used herein, days mean school days or weekdays in the case of non-school periods.

STEP I: Oral discussion--Informal Procedure

An employee shall first present his/her grievance to his/her supervisor for settlement. Such presentation must be made within fifteen (15) days following the occurrence of the event giving rise to the grievance or fifteen (15) days after the event is known or reasonably should have been known or the grievance shall be deemed waived. The supervisor shall, within (10) ten days thereafter, provide to the employee his/her answer to the grievance. At any point during the grievance procedure, the grievant may file a written notice to the Superintendent terminating his/her grievance.

STEP II Formal Procedure--Written Notification

If the grievance is not resolved to the grievant's satisfaction in accordance with the preceding subsection, the grievant has ten (10) days after talking to his/her supervisor to move the grievance forward by submitting it in writing to his/her supervisor. A statement of the grievance shall contain the following:

- A. The facts on which the grievance is based;
- B. A reference to the specific provisions in this Agreement which have been allegedly violated;
- C. The remedy sought.

The grievant shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. If the grievant wishes, he may be accompanied by an Association representative at subsequent discussions or meetings. The parties will have five (5) days from submission of the written statement of grievance to resolve it. A written statement indicating a disposition of the grievance shall be furnished to the grievant.

STEP III Appeal Process

If no settlement has been reached within the five (5) days referred to in Step II and the grievant believes the grievance to be valid, the grievant may submit a written statement of his/her grievance to the District's Superintendent or his/her designee within five (5) days. After such submission, the parties will have ten (10) days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished the grievant.

Grievances that the Association may have against the District limited as aforesaid to matters dealing with the interpretation or application of the express provisions of this Agreement shall be commenced by filing with the Superintendent of Schools or his/her designee. A grievance not filed within fifteen (15) days following the occurrence of the event giving rise to the grievance or fifteen (15) days after the event is known or reasonably should have been known will be deemed waived. The Superintendent and the association will have fifteen (15) days from the receipt of the grievance to resolve it.

STEP IV Binding Arbitration

1. If no settlement is reached in Step III within the specified time limit, the Association may within fifteen (15) days therefrom submit a written request for arbitration and concurrently give written notification to the Superintendent of such request for arbitration.
2. The issue must involve the interpretation or meaning of the express provisions of the Agreement.
3. The parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators. When notification of the names of the arbitrators is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.
4. Arbitration proceedings shall be in accordance with the following:
 - a. The arbitrator shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the closure of the record.
 - b. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration. The decision shall be final and binding on both parties.
 - c. The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement between the District and the Association.
 - d. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confirmed to and directed at the matters set forth in the grievance.
 - e. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

- f. The Association and the District shall pay the compensation of the arbitrator, including necessary expenses in equal shares.
 - g. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
5. All decisions arrived at under the provisions of this Article by the representatives of the District and the Association, or the arbitrator, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.
 6. The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitable issue or is properly subject to the grievance machinery under the terms of this Article.
 7. Notwithstanding the above provisions, disputes relating to the following shall not be subject to the provisions of this Article:
 - a. Statutory adverse effect in contract status.
 - b. Probation, nonrenewal, and discharge (including suspensions which lead to discharge).
 - c. Evaluator's findings and opinion as expressed in the evaluation process.
 8. Notwithstanding the above provisions, disputes relating to the following shall not be subject to the arbitration provisions of this Section I.
 - a. Superintendent's denial of requests for voluntary transfers.
 - b. Superintendent's decisions on involuntary transfers.
 - c. Superintendent's denial of leave requests for family illness, bereavement purposes where other than a family member, and child care leave was expressly defined, is involved.
 - d. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.

Policy, Rules or Regulation Grievances

Grievances arising from the alleged misinterpretation or misapplication of District policies, rules or regulations shall be subject to the following provisions. Days shall be as defined in Section 1, above.

PROCEDURE: Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be considered as a maximum amount of time. Every effort shall be made to expedite the process.

STEP I A certificated individual with an alleged grievance and/or a selected representative shall discuss it first with the employee's immediate supervisor.

STEP II In the event the aggrieved person is not satisfied with the disposition of the alleged grievance at Step 1, or in the event no decision is reached within five days

after the presentation of the alleged grievance, he/she shall refer his/her alleged grievance to the Superintendent of Schools. When the matter has been referred to the Superintendent, the Superintendent and the employee and/or selected representatives (such number of representatives as determined reasonable by the Superintendent) shall resolve the alleged grievance within twenty days from the time that the Superintendent has been contacted by the certificated employee and/or a selected representative.

STEP III In the event the person bringing the alleged grievance is not satisfied at Step 2, he/she may request his/her selected representative to arrange a meeting with the Board of Directors for the purpose of resolving the alleged grievance. The Board of Directors shall, within fifteen (15) days of the receipt of the request, confer with the individual and/or selected representatives, (such number of representatives as determined reasonable by the Board) to hear the individual's alleged grievance and attempt to reach a satisfactory solution. The Board's decision concerning the alleged grievance shall be final and binding upon the certificated individual unless the Board's decision is reversed by a court decision.

Section 2 - Grievance Procedure

There shall be no reprisals of any kind by any party or parties against any other party or parties for reason of their participation in the grievance procedures as found herein, nor shall the filing of or participation in any grievance be used against the grievant in any disciplinary proceeding or in any consideration for promotion or recommendation for job placement.

PART VIII - REDUCTION IN PERSONNEL

1. Certificated Staff Reduction

- a. In the event that it is necessary to reduce the educational program or the number of certificated positions for financial reasons, e.g. loss of revenue, those teachers and other nonsupervisory certificated employees (collectively "certificated employees" herein) who will be retained to implement the District's reduced program and those certificated employees who will be terminated from employment or adversely affected in contract status will be identified by using the procedures set forth in paragraph 1.b. through 1.i. hereof.
- b. 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 nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
- c. Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention. Those employees not holding a standard K-12 certificate must hold the appropriate endorsements which may be required for the positions under consideration as a prerequisite for a retention.
- d. Credits applicable for placement on the salary schedule must be earned prior to October 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District with such documentation on or before October 1.
- e. The following employment categories are established to ensure the qualifications of personnel assigned to retained positions:
 1. Grades Kindergarten (K) through five (5)
 2. Grades six (6) through twelve (12): Language Arts, Foreign Language, Mathematics, Language Arts/Social Studies Block, Science, Social Studies, Traffic Safety, Middle School Technology
 3. Special Education (P-12)
 4. Music, Art, Health and Physical Education (K-12)
 5. Specialists: Counselor, Librarian, Psychologist, Speech Language Pathologist: Occupational/Physical Therapist, Nurse
 - a. Specialists may be eligible for retention in one or more of the employment categories identified in paragraph 1.e. above based on appropriate endorsement or certification.
 6. Career and Technical Education

PROVIDED, however, if there is no other more senior qualified teacher, per 1.f (1) or 1.f (2)(b) below; in Category 2, Category 4, or Category 5, the employer may retain a less senior employee and layoff the next most senior employee in order to preserve the educational program established by the Board.

- f. Certificated employees shall be considered for retention in available positions in the District's reduced program within those employment categories for which they are qualified, but in no event shall any employee be considered for retention in more than four (4) categories or combinations thereof. To be considered for retention within any employment category an employee must have the following minimum qualifications:
1. Endorsement as listed on Washington State teaching certificate, or
 2. Certificated employees holding K-12 Standard or Continuing unendorsed certificates:
 - a. Have a minimum of 1.0 FTE cumulative experience in that category within the previous five (5) years including the current year, or
 - b. Have at least a major; or minor; or 20 quarter hours in that category subject area and at least 0.2 FTE cumulative experience within the previous five (5) years, including the current year.
 - c. Any teacher released for a special assignment will be permitted to return to the classroom assignment held immediately prior to their current position and will be exempt from the five (5) year experience requirement of 1.f (2)(a)(b).

In order to be eligible to be considered for retention in any category, an employee must designate his/her eligibility for such categories within five (5) working days after any request for such information. Designations of eligibility in any category may be subject to verification by the Superintendent or his/her designee.

- g. In the event that there are more qualified employees than available positions within a given employment category, within the reduced educational program, employees with the greater seniority according to total accumulated Washington State experience (recognized by Washington State for salary funding purposes), shall have preference for retention.
1. In the event that more than one employee has the same seniority ranking based on Washington State experience, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the District from greatest to least.
 2. In the event that more than one employee has the same seniority ranking after application of subsection 1 above, preference shall be given to the employee who has at that time the greater number of quarter equivalents of college credits beyond the Bachelor's degree as evidenced by college transcripts the employee has placed on file.
 3. In the event that more than one individual employee has the same seniority ranking after applying the above provisions, all employees so affected shall participate in a coin toss to determine position on the employment category list. The Association and all employees so affected shall be notified in writing of the date, place and time of the coin toss. The coin toss shall be conducted openly

and at a time and place which will allow affected employees and the Association to be in attendance.

- h. In the event that the Superintendent determines that the implementation of these procedures may be necessary, he/she shall cause the following action to be taken:
 1. On or before April 15 each certificated employee shall be requested to designate qualifications in employment categories as provided in paragraph 1.f above.
 2. On or before April 29 a list shall be prepared for each employment category identified in paragraph 1.e above which list shall name each employee qualified to be considered for retention in such category in the descending order of priority as determined by the selection rules set forth in paragraph 1.g above.
 3. Employee lists prepared in accordance with paragraph 1.h (2) above shall be delivered to the Association and posted at each school on or before April 29.
 4. Within six (6) calendar days immediately following the promulgation of the employee lists, any certificated employee may file with the Superintendent a written objection to his/her placement on the employee lists. Any such objection shall fully describe the facts upon which the objection is based and shall specify the modification sought. The Superintendent shall advise each employee in writing of the disposition of the request for modification within ten (10) calendar days immediately following the initial promulgation of the employee lists. The president of the Association shall be notified, in writing, of any objections to or changes in the employee lists.
- i. Each certificated employee shall first be considered for retention within the employment category appropriate to his/her current position. If the employee is not eligible to be retained in such category in accordance with the qualification criteria set forth in paragraph 1.f above, the employee shall then be considered for retention within such other categories as he/she may be qualified under paragraph 1.f above.

The provisions of paragraphs 1.b through 1.i above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

2. Reassignment of Adversely Affected (non-RIFed) Staff

If a vacancy occurs in the reduced educational program, as adopted by the Board of Directors, or in the event that a position is available through the reinstatement of a program by the Board of Directors; the currently employed previous incumbent of that position shall be given the right of first refusal to fill that position as soon as it is determined educationally feasible by the Superintendent.

3. Certificated Staff Re-Employment

- a. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool with priority rights for re-employment for two (2) years.

- b. Employment pool personnel will be given the opportunity to fill open positions within the categories identified in paragraph 1.e for which they are qualified under 1.f.
 - c. If more than one such employee is qualified for an open position, the criteria set forth in paragraph 1.g shall be applied to determine who shall be offered such position.
 - d. The district will contact those employees in the re-employment pool on or before March 1 to confirm if the employee desires to remain in the pool. Affected employees will respond in writing on or before March 31. If response is not received within the specified timeline, the name of any such employee shall be dropped from the employment pool. Employees in the reemployment pool shall file their addresses and other contact information in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address or other contact information.
 - e. 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. Such individual will have five (5) calendar days from the receipt of the written offer to accept the position. If an individual fails to accept an offer for a position equal to their base contract FTE at the time of RIF, such individual's name will be placed at the lowest position on the categorical seniority list. If notification is for a fractional (part time) position, any individual may refuse such an offer without being dropped to the lowest position on the categorical seniority list.
 - f. The District will utilize employment pool personnel as substitutes on a first priority basis.
- 4. It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one or more of the employment categories identified in paragraph 1.e above.
 - 5. Notwithstanding any other provision of this Agreement, an employee who feels aggrieved by action of the District in adversely affecting or non-renewing said employee's contract by reason of staff reduction for financial reasons may seek review of the District's action in accordance with RCW 28A.405.210. Any such claim, by this reference, is specifically excluded from grievance under this Agreement.

PART IX - CERTIFICATED STAFF EVALUATION

I. General:

The evaluative procedures are designed to improve the quality of instruction. The number of formal and informal classroom observations should be dependent on the need for supervision in the improvement of instruction or at the request of the teacher. Evaluative Criteria numbers one through seven are those required by state law as a minimum basis for evaluating performance. Numbers eight and nine are considered essential as District requirements.

Evaluating techniques should emphasize a program and procedure to offer assistance to school personnel in upgrading instructional programs. The evaluation process is beneficial only if the results are honestly and objectively communicated in a timely manner.

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his or her areas of deficiency.

DEFINITIONS

Evaluation: An evaluation is a written summary of an observation or series of observations of an employee's educational activities based on the criteria attached and includes discussion of that written summary with that employee.

Observation: An observation is that period of time during which a principal, or his designee, witnesses an employee's teaching performance.

II. Evaluation: ACCOUNTABILITY STRAND

Any review of evaluations through the grievance procedure shall be limited to the procedural application of Certificated Staff Evaluation Program as prescribed in this document. The substance of evaluation is not subject to grievance.

- A. **Responsibility for Evaluation:** Within each school, the principal shall be responsible for the evaluation of employees assigned to that school, unless otherwise designated by the Superintendent. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process.
- B. **Evaluation Criteria:** Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the addendum attached hereto as Exhibit A. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position.
- C. **Required Evaluations:**
 1. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.

2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than the last school day of the year in which the evaluation takes place.
 3. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
 4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
 5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
- D. Additional Evaluations: In addition to the evaluations required under paragraph 2.c above, principals and other supervisors may make an evaluation at any time during the school year, which evaluations may cover observations for such periods of time as may be identified in the evaluation report.
- E. Minimum Observation Criteria: During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school shall be not less than sixty (60) minutes including at least thirty (30) minutes uninterrupted observation. New employees shall be observed at least once for a total observation time of thirty (30) minutes in connection with their evaluation under paragraph 2.c (1) above. All employees shall be observed a minimum of thirty (30) minutes during the first semester of each school year. Each employee shall have at least one formal observation during the school year.
- F. Evaluation Procedures:
1. An evaluation may be based on both formal and informal observations. An informal observation may occur at any time. A formal observation shall consist of three (3) steps: the first step is for the principal or other evaluator to, after consultation with the employee, establish an observation time which shall be no sooner than two (2) school days following the day of consultation, with a preconference, if desired; the second step is to consist of the actual class visit; the third step is the follow-up conference after the class visitation as soon as practical, preferably the same day.
 2. "Following each observation, should concerns or recommendations for change be necessary, the principal or other evaluator shall promptly document the results and communicate such information in writing to the employee within five (5) days."
 3. Following each observation, or series of observations, which shall lead to an evaluation, the principal or other evaluator shall promptly document the results. The employee shall be provided with a copy of the observation report within three (3) days after such report is prepared.
 4. A written evaluation form is to be prepared in triplicate. Following the completion of each evaluation report required under paragraph 2.c above, a

meeting shall be held between the principal or other supervisor and the employee to discuss the report, after which:

- a. All copies must bear the signature of the administrator and the employee to indicate that he or she has received a copy of the report. The signature of the employee, however, does not necessarily imply that the employee agrees with the contents of the evaluation.
 - b. The original form is to be promptly forwarded to the District Superintendent's office where it shall become a permanent part of the individual's personnel file.
 - c. One copy is to be retained by the building principal.
 - d. One copy is to be given to the employee.
5. Evaluation reports, other than those required under paragraph 2.c above, shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary.
6. In the event there is a disagreement between the employee and the principal concerning the evaluation, the employee may request a conference with the District Superintendent. The Superintendent shall record on the back of the Evaluation form a summary of his/her comments concerning the issues prompting this conference.

III. Probation:

- A. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before February 1st. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of paragraph 2.c (5) above;
 2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
- B. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the employee shall be given notice of the action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies;
 2. A suggested specific and reasonable program for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.
- C. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize a mutually acceptable certificated employee to aid the employee in improving his or her areas of deficiency. The assigned person may be involved in subsequent evaluative processes.
2. During the probationary period the principal, supervisor, or other evaluator, shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph 2.f shall apply to the evaluation reports during the probationary period.
3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

D. Supervisor's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required;
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to nonrenew the employment contract of the employee.

E. Action by the Superintendent: Following review of any report submitted pursuant to paragraph 3.d above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

Evaluation: ACCOUNTABILITY STRAND--SHORT FORM

After an employee has four years of satisfactory evaluations under provisions of this Agreement, an evaluator may elect to use a short form of evaluation. The short form of evaluation shall consist of either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in Exhibit A of Article VIII and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in the preceding paragraphs of Article VIII shall be followed at least once every three years for each employee and an employee or evaluator may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be

used as a basis for determining that an employee's work is unsatisfactory under Article VIII nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.67.070.

Evaluation: PROFESSIONAL GROWTH STRAND

PROGRAM

Local school districts shall adopt a professional growth program for certificated classroom teachers and certificated support personnel as specified in Title 392 WAC unless a collective bargaining agreement provides otherwise.

PURPOSE

Professional development programs are a form of personnel evaluation in which the emphasis is on growth and improvement rather than on decisions related to probation, nonrenewal, and discharge. Professional development procedures shall be used:

1. To encourage employee self-assessment and goal setting;
2. To provide opportunities for and encourage sharing among teaching and support staff of personal professional experience and expertise;
3. To aid employees in planning personal professional growth plans;
4. To provide opportunities for parents, students, and other interested community members to offer meaningful input to their schools through their observations of instructional effectiveness;
5. To link identified professional needs with appropriate in-service, staff development, and other appropriate professional growth and instructional improvement opportunities.

SOURCES OF INFORMATION

One or more of the following sources of information shall be used by certificated classroom teachers and certificated support personnel in developing professional growth plans:

1. Peer review and evaluation,
2. Input by parents,
3. Input by students,
4. Personal and/or professional goals,
5. School district goals,
6. Building goals,
7. Self-assessment,
8. Personal academic records, and
9. School district evaluations.

PROGRAM RECORDS

Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.

TEACHER PERFORMANCE STANDARDS

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Exhibit A

TEACHER PERFORMANCE STANDARDS

Area: Planning for Instruction

STANDARD I: The competent teacher develops and prioritizes long and short term objectives within curriculum guidelines by:

- A. Identifying specific skills and/or knowledge necessary to accomplish the objective;
- B. Planning instruction as needed to promote student mastery of prerequisite skills and knowledge;
- C. Preparing written lesson plans to support instructional objectives;
- D. Incorporating cognitive, cross-cultural perspectives and strategies for meeting instructional objectives in a multicultural setting;
- E. Incorporating cognitive levels of learning: knowledge, comprehension, application, analysis, synthesis, and evaluation;
- F. Planning appropriate evaluation, specifically in relation to student's learning style.

Verification Procedures

The supervisor may ask to see written documentation of planning. The supervisor may review selected plans to determine adherence to the criteria specified in Standard I. If deemed necessary to meet the criteria, the supervisor may request certain modifications and ask to see selected plans at another time.

Data Collection Ideas

Teacher lesson plans
Teacher conference
Student portfolios

Area: Implementation of Instruction

STANDARD II: The competent teacher establishes a common "footing" of understanding and participation with students by:

- A. Making a clear opening statement that establishes the purpose of the lesson;
- B. Providing a context for objectives by:
 - 1. Stating a brief summary of how the main issues of previous lessons relate to the current lesson;
 - 2. Reviewing related previous work;
 - 3. Describing the purpose, rationale, or relevance of what has to be learned;
- C. Providing an overview of the main concepts or performance levels that students are expected to attain;
- D. Clarifying how students are expected to participate in the learning experience.

Verification Procedures

The supervisor may document this Standard during both formal and informal classroom observation and include this documentation in written observation summaries and teacher conferences.

Data Collection Ideas

Teacher conference

Lesson plans identifying supporting elements in Standard II

Activities identified that build on previous knowledge and comprehension levels

Recommended option: Audio and video taping

STANDARD III: The competent teacher teaches the lesson by using strategies, such as:

- A. Matching the purpose of the lesson with appropriate teaching and learning styles;
 - 1. Using a variety of instructional techniques;
 - 2. Using dialogue to explore the student's way of understanding new concepts, (i.e., discussion and questioning strategies);
 - 3. Focusing on different aspects of the primary socialization process (i.e., language, historical, and cross-cultural perspective);
 - 4. Demonstrating sensitivity to difference among students (cultural, gender, handicap, etc.);
 - 5. Orchestrating student participation in a manner that makes all students feel involved;
 - 6. Presenting definitions, examples, illustrations, and concrete points of reference;
 - 7. Using aids and materials that effectively support the presentation;
 - 8. Emphasizing critical or important areas of the topic by explicitly stating or highlighting their importance;
 - 9. Summarizing or reviewing the lesson to provide continuity.
- B. Relating new ideas to previous or future learning by:
 - 1. Relating learning to life experiences relevant to teacher and student cultural background;
 - 2. Demonstrating ability to discuss cross-cultural similarities and differences;
 - 3. Demonstrating the ability to provide learning examples congruent with students' experiential background;
- C. Demonstrating an understanding of his/her role as primary socializer in introducing new concepts to students by:
 - 1. Using adequate vocabulary for representing conceptual complexity of issue or aspect of experience;
 - 2. Clarifying vocabulary being used;
 - 3. Using vocabulary appropriate to maturity and cultural background of students;
 - 4. Establishing a relationship between vocabulary and students' experience;
 - 5. Using appropriate metaphors in relation to differences among students (cultural, gender, handicap, etc.);

6. Identifying taken-for-granted beliefs (unquestioned beliefs) in class discussions;
7. Recognizing own taken-for-granted beliefs that may be different from those of students;
8. Identifying taken-for-granted beliefs that communicate biases (gender, age, ethnic, etc.);
9. Presenting an historical and analytical perspective of new concepts, knowledge, facts, etc.

Verification Procedures

This Standard may be verified through formal and informal classroom observations and examination of lesson plans and teacher conferences. This verification is included in written observation summaries and in conferences.

Data Collection Ideas

Teacher conference

Lesson plans

Selective verbatim teacher questions

Teacher-student interaction patterns

Verbal flow chart

Questioning techniques

Review of Instructional Materials

Identified use of approved instructional materials

Review and discussion of materials and activities to meet individual learning styles, needs, and cultural perspectives of students

Written diagnoses of achievement levels to determine student(s) skills and knowledge

Teacher questioning and response behavior

Teacher use of time

Recommended option: Audio and video taping

STANDARD IV: The competent teacher provides guided practice by:

- A. Conducting relevant teacher-directed group practice activities after presenting new information or skills;
- B. Providing guided practice on new learning in amounts that are appropriate to the complexity of the content and to the ability of the student;
- C. Providing individual assistance to students during guided practice;
- D. Continuing practice until most students are capable of mastering the objectives.

Verification Procedures

The supervisor may note pertinent evidence relating to this Standard during formal and informal classroom observations and include this evidence in the written observation summary and conference.

Data Collection Ideas

Teacher conference

Student classroom activities

Lesson plans

Teacher-student classroom movement

Student time on task

Teacher position chart

Recommended option: Audio and video taping

STANDARD V: The competent teacher provides opportunities for cooperative learning by:

- A. Explaining steps and/or rules for group work;
- B. Balancing individualized student assignments with group-oriented assignments.

Verification Procedures

This technique should be used as a regular part of classroom instruction. Indicators relative to the inclusion of this Standard in unit planning, development, and implementation are a part of classroom observations and teacher conferences and included in written summary reports.

Data Collection Ideas

Teacher conference

Identification of in-class and/or group work

Student classroom activities

Lesson plans

Selective verbatim teacher directions

Transition time

Individual work/group work

Recommended option: Audio and video taping

STANDARD VI: The competent teacher monitors classroom instruction by:

- A. Utilizing a variety of practice activities relevant to the learning styles represented in class:
 - 1. Varying the types of responses generated, such as asking students to: respond on scratch paper, take notes, tell another student, respond chorally, or use signal response;
 - 2. Stimulating involvement of student by using strategies such as: directing all students to think of an example, asking them to remember an experience, or asking them to mentally prepare to describe a picture or model;
 - 3. Providing student opportunity to relate the lesson to personal experience.
- B. Interpreting student responses to determine opportunities for praise, prompts, extensions, and corrective feedback by:
 - 1. Observing students' facial expressions and other non-verbal behaviors to determine if further clues or explanations are needed;
 - 2. Observing students for initial engagement after making assignments;
 - 3. Listening to verbal responses to check understanding, progress, and involvement;
 - 4. Identifying and making explicit metaphors embedded in students' responses that give rise to gender and cultural biases;
 - 5. Moving among students to check progress, understanding and involvement, and to give assistance during individual or group work.
- C. Providing appropriate feedback on student responses by:

1. Providing specific feedback on responses that are correct and why they are correct;
2. Taking corrective action, such as: giving hints, using different words and examples, re-teaching, creating smaller steps, and employing alternative instructional materials when students make incorrect responses;
3. Providing individual students with opportunities to give correct answers by dignifying incorrect responses, by providing prompts, and by returning later to the student for a chance to repeat the correct response.

Verification Procedures

The supervisor may note opportunities for student participation and interaction and active monitoring of classroom instruction by the teacher. Evidence relating to this standard is included in the written observation summary and conference.

Data Collection Ideas

Teacher conference
 Lesson plans
 Student interaction patterns
 Selected verbatim teacher questions/student feedback
 Teacher questioning and response behavior
 Recommended option: Audio and video taping

STANDARD VII: The competent teacher uses appropriate strategy(ies) to close a lesson by:

- A. Restating the objective that has been stressed in the lesson;
- B. Clearly summarizing questions raised, concepts that have been clarified, and consensus achieved during the lesson;
- C. Providing a brief overview of how concepts and performances relate to the previous and the next lesson;
- D. Asking a student to summarize the lesson or state the objective;
- E. Providing an interesting clincher to bring the lesson to an effective close and leave students with something to think about;
- F. Relating what students have studied that day to the overall unit itself;
- G. Telling students what they will be studying the next day and, if appropriate, how it relates to what they learned during this day's lesson.

Verification Procedures

These techniques should be used regularly in classroom instruction. The supervisor may note pertinent evidence relating to this standard during both formal and informal classroom observations and include this summary in the written observation summary and conference.

Data Collection Ideas

Teacher conference
 Lesson plans identifying closing activities
 Selective verbatim teacher questioning and response behavior

Recommended option: Audio and video taping

Area: Evaluation of Instruction

STANDARD VIII: The competent teacher provides a variety of evaluation strategies that measure student progress toward objective(s) by:

- A. Using perception checks to accurately interpret students' facial expressions and other non-verbal behaviors to determine if further clues or explanations are needed;
- B. Listening to and applying perception checks, paraphrasing, etc., to interpret verbal responses for checking understanding, progress, and involvement;
- C. Utilizing various practice activities relevant to the learning styles of the cultural groups represented in class--written, verbal, and physical;
- D. Utilizing strategies for evaluating based on the narrative (oral) and literate ways of learning;
- E. Moving among students to check progress, understanding, and involvement;
- F. Providing opportunities for students to measure their own progress toward given objectives.

Verification Procedures

The supervisor may note pertinent data relating to this Standard during both formal and informal classroom observations and identification of activities and strategies in teacher conference and include these data in the written observation summary and conference.

Data Collection Ideas

- Teacher conference
- Lesson plans
- Teacher use of time
- Self-assessment
- Classroom movement
- Student evaluation--informal
- Teacher behavior tally
- Recommended option: Audio and video taping

STANDARD IX: The competent teacher provides summative evaluation that measures student achievement of objective(s) by:

- A. Providing evaluation that matches learning objectives;
- B. Providing evaluation that is appropriate for the learner(s) (specifically in terms of culture and gender);
- C. Maintaining evaluation records for each student;
- D. Communicating evaluation results to student;
- E. Using evaluation results to plan for subsequent instruction.

Verification Procedures

The supervisory may from time to time request certain records from the teacher such as grade book, grading policy, copies of tests and assignments, and other records pertinent to

assessing student progress. Occurrences relating to this Standard may be documented by the supervisor at any time.

Data Collection Ideas

Teacher conference
Student portfolios/student records
Lesson plans
Student evaluation--informal

Area: Classroom Climate

STANDARD X: The competent teacher organizes the learning environment to maximize student performance by:

- A. Organizing and arranging the classroom to fit the activity;
- B. Making smooth transitions from one activity to another;
- C. Maintaining an orderly system for housekeeping duties-- attendance, passes, announcements, distributing and collecting materials and homework assignments.

Verification Procedures

The supervisor may note pertinent evidence relating to this Standard during formal and informal classroom observations and through discussions with the teacher. Evidence will be included in the written observation summary and conference.

Data Collection Ideas

Teacher conference
Lesson plans
Wide lens approach
Teacher use of time
Student classroom activities

Standard XI: The competent teacher establishes the expectation of appropriate student behavior by:

- A. Clearly defining and communication classroom behavior expectations to students;
- B. Monitoring behavior and providing appropriate feedback to students;
- C. Dealing effectively with inappropriate behavior.
- D. Enlisting the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate.

Verification Procedures

Documentation of the Standard may, in part, be noted from both formal and informal classroom observation. In addition, the teacher must be able to show written documentation, if requested, that he/she has established classroom rules in accordance with school and district policies and regulations and has informed students.

Data Collection Ideas

Teacher conference

Lesson plans
Selective verbatim control statements
Teacher-student behavior patterns

STANDARD XII: The competent teacher helps learners develop a positive self-concept by:

- A. Focusing on student behavior rather than personality;
- B. Treating with discretion, deviation from behavior expectations;
- C. Orchestrating student participation in a manner that makes all students feel involved;
- D. Accepting diverse opinions and contextual differences;
- E. Establishing mutual respect between teacher and students;
- F. Conveying warmth, friendliness, and enthusiasm.

Verification Procedures

This Standard may be verified through both formal and informal observations and awareness of teacher behavior both in and out of the classroom settings. Verification of the Standard is included in the written summary and conference.

Data Collection Ideas

Teacher conference
Teacher behavior tally
Verbal flow chart
Selective verbatim positive student feedback
Teacher questioning and response behavior
Recommended option: Audio and video taping

Area: Participation Patterns--Cultural Appropriateness

STANDARD XIII: The culturally responsive teacher creates cultural equity by:

- A. Recognizing that the classroom is an environment influenced by the cultural patterns that both the teacher and students bring to the classroom.
- B. Understanding the dynamics of both teacher and student cultural heritage and influences.
- C. Recognizing cultural differences in spatial, kinetic, and voice patterns of communication.
- D. Interacting equitably with all students.
- E. Organizing classroom instruction which involves both individual and group effort.
- F. Recognizing ethnic, racial, and gender bias in instructional materials and teaching strategies and acts to remedy ethnic, gender, and racial bias.

Verification Procedures

This Standard may be verified, in part, by formal and informal classroom observations. In addition, evidence of planning illustrations, analogues, and story examples may be included in the teacher's lesson plans. Evidence of verification is included in the written observation summary and conference.

Data Collection Ideas

Selective verbatim
Verbal flow
Discussion patterns
Recommended option: Audio and video taping

Area: Classroom Relationships--Building Classroom Relationships: Accepting Differences

STANDARD XIV: The competent teacher effectively uses language to constitute positive classroom relationships by:

- A. Not using derogatory terms when referring to others;
- B. Verbally balancing the emphasis on competitiveness and achievement with importance of developing caring relationships and cooperation;
- C. Avoiding humor that is demeaning to any individual;
- D. Calling upon both female and male students to participate equally;
- E. Using the same criteria in evaluating responses of both female and male students (e.g., persistence on the part of the female students may be incorrectly interpreted as a sign of aggressiveness and insubordination);
- F. Providing gender balance in giving compliments and reinforcements.

Verification Procedures

This Standard may be verified, in part, by formal and informal classroom observations. In addition, evidence of planning illustrations, analogues, and story examples may be included in the teacher's lesson plans. Evidence of verification is included in the written observation summary and conference.

Data Collection Ideas

Selective verbatim
Verbal flow
Discussion patterns
Recommended option: Audio and video taping

Area: Communication With Colleagues and Community

STANDARD XV: The competent teacher actively communicates with colleagues, parents, and the community by:

- A. Observing appropriate channels of communication, District policies, and regulations;
- B. Demonstrating loyalty, consideration, and ethical behavior toward colleagues;
- C. Working with colleagues in a cooperative manner;
- D. Providing information and techniques for helping students learn;
- E. Initiating regular home/school communication;
- F. Offering various options for parent and community involvement in the classroom or learning environment.

Verification Procedures

This Standard may be verified through both formal and informal observations and awareness of teacher behavior both in and out of the classroom settings. Verification of the Standard is included in the written summary and conference.

Data Collection Ideas

Teacher conference

Teacher behavior tally

Verbal flow chart

Selective verbatim positive student feedback

Teacher questioning and response behavior

Recommended option: Audio and video taping

Exhibit A-1

EVALUATION CRITERIA - CERTIFICATED SUPPORT PERSONNEL

The following criteria will be used in the evaluation of certificated support personnel:

1. Knowledge and Scholarship in Special Field

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

Indicators:

The evaluation procedure assesses the support person's competency to:

- 1.1 provide a theoretical rationale for the use of various procedures;
- 1.2 demonstrate understanding to the basic principles of human growth and development;
- 1.3 demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- 1.4 relate and apply knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

2. Specialized Skills

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

Indicators:

The evaluation procedure assesses the support person's competency to:

- 2.1 design and conduct a program providing specific and unique services within the individual's specific discipline;
- 2.2 demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
 - 2.21 to help student integrate and assimilate data;
 - 2.22 to help others involved with the student interpret and use data appropriately and accurately;
 - 2.23 to help other specialists by providing case study materials;
- 2.3 administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- 2.4 demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program;
- 2.5 develop goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.

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:

- 3.1 select or recommend testing and non-testing devices, materials, equipment appropriate to student needs;
- 3.2 demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc;
- 3.3 use comparative and interpretative data;
- 3.4 create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school District policies.

4. The Support Person as a Professional

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

Indicators:

The evaluation procedure assesses the support person's competency to:

- 4.1 demonstrate awareness of the law as it relates to area of specialization;
- 4.2 demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area;
- 4.3 demonstrate commitment to school and professional activities (attendance at local District and state meetings, consortium activities, participation on special committees, etc.)
- 4.4 demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

5. Involvement in Assisting Pupils, Parents and Educational Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Indicators:

The evaluation procedure assesses the support person's commitment to, and competence in, offering specialized assistance to:

- 5.1 consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs;

- 5.2 plan and develop support program to serve the prevention and developmental needs of the school population and the special needs for some students;
- 5.3 interpret characteristics and needs of student to parents, staff and community in group and individual settings via oral and written communications.

ARTICLE 47- DURATION

The Agreement shall be effective on September 1, 2013, and shall continue through August 31, 2016.

The Agreement may be added to or amended only through mutual consent in writing and shall be subject to amendment pursuant to the re-openers set forth herein.

Ratified and agreed to by the Snoqualmie Valley Education Association on _____ and signed by representatives of the Snoqualmie Valley Education Association and the Snoqualmie Valley School District No. 410 at a regular public meeting.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

President, SVEA

Superintendent, SVSD

SVEA Negotiating Team: Lisa Radmer, Lead, Molly Lutz, Chris Jackson, Tony Manjarrez and Freedom Johnson, WEA Uniserve Director

SVSD Negotiating Team: Warren Hopkins, Lead, Marty Barber, Jeff Hogan, Don McConkey, Dan Schlotfeldt, and Ryan Stokes

Appendix A

Snoqualmie Valley School District No. 410									
2013-14 Instructional Staff Regular Salary Schedule (180 work days)									
Years of Service	BA + 0	BA + 15	BA + 30	BA + 45	BA + 90	BA + 135	MA + 0	MA + 45	MA + 90 or PHD
0	34,048	34,967	35,921	36,876	39,939	41,912	40,821	43,885	45,860
1	34,507	35,438	36,403	37,401	40,497	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,933	41,020	43,003	41,731	44,818	46,801
3	35,393	36,344	37,329	38,436	41,518	43,549	42,164	45,244	47,275
4	35,834	36,827	37,818	38,964	42,063	44,109	42,618	45,718	47,765
5	36,290	37,287	38,289	39,499	42,586	44,673	43,080	46,168	48,256
6	36,759	37,734	38,769	40,040	43,112	45,211	43,553	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,904	42,355	45,516	47,750	45,832	48,994	51,227
9	38,787	41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10	38,787	41,135	43,635	45,247	48,524	50,912	48,724	52,002	54,390
11	38,787	41,135	43,635	46,772	50,121	52,557	50,250	53,600	56,034
12	38,787	41,135	43,635	48,249	51,761	54,269	51,835	55,238	57,747
13	38,787	41,135	43,635	48,249	53,441	56,024	53,476	56,918	59,501
14	38,787	41,135	43,635	48,249	55,129	57,844	55,165	58,716	61,322
15	38,787	41,135	43,635	48,249	56,563	59,349	56,599	60,243	62,917
16 or More	38,787	41,135	43,635	48,249	57,693	60,535	57,731	61,447	64,174
						*Salary Column Closed January 1992			

National Board Certificate Stipend – State Funded Amount

Appendix B

2013-2014 School Calendar

Snoqualmie Valley School District No. 410

2013-14 School Calendar Important Dates/Holidays

19

SEPTEMBER 2013				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30

September, 2013
Early Dismissal—8, 13, 20, 27
 2 Labor Day
 4 First Day of School
 9 First Day of Kindergarten Classes

23

OCTOBER 2013				
M	T	W	T	F
		1	2	3
4	5	6	7	8
9	10	11	12	13
14	15	16	17	18
19	20	21	22	23
24	25	26	27	28
29	30	31		

October, 2013
Early Dismissal—4, 11, 10, 25

10

NOVEMBER 2013				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	

November, 2013
Early Dismissal—1, 8, 15
 11 Veterans Day
 22 1-12 Parent Conferences
 23 1-12 Parent Conferences
 26 1-12 Parent Conferences
 27 1-12 Parent Conferences
 28 Thanksgiving Day
 29 Thanksgiving Holiday

15

DECEMBER 2013				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

December, 2013
Early Dismissal—8, 13, 20
 December 23, 2013-January 3, 2014 Winter Break

10

JANUARY 2014				
M	T	W	T	F
		1	2	3
4	5	6	7	8
9	10	11	12	13
14	15	16	17	18
19	20	21	22	23
24	25	26	27	28
29	30	31		

TRIMESTER DATES

HS/MS and TR	
1st quarter ends	11/15/13
2nd quarter ends	1/24/14
3rd quarter ends	4/4/14
4th quarter ends	6/17/14

CS/MS and TRMS

1st quarter ends	11/15/13
2nd quarter ends	1/24/14
3rd quarter ends	4/4/14
4th quarter ends	6/17/14

SEMESTERS

1st trimester ends	11/15/13
2nd trimester ends	3/27/14
3rd trimester ends	6/17/14

January, 2014
Early Dismissal—10, 17, 24, 31
 1 New Year's Day
 6 Classes Resume
 20 MLK, Jr. Holiday

15

FEBRUARY 2014				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	

February, 2014
Early Dismissal—7, 14, 20
 17-21 Mid-Winter Break

15

MARCH 2014				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

March, 2014
Early Dismissal—7, 14, 21, 28
 17-18 Kindergarten Parent Conferences

17

APRIL 2014				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	

April, 2014
Early Dismissal—4, 10, 23
 7-11 Spring Break

17

MAY 2014				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

May, 2014
Early Dismissal—2, 9, 16, 23, 30
 26 Memorial Day

13

JUNE 2014				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

June, 2014
Early Dismissal—6, 13
 11 Two Rivers High School Graduation
 13 Mount S High School Graduation
 16 Last Day of Classic Preschool/Kindergarten Study
 17 Last Day of Classes for students 1-12
 Make-Up Days, if necessary—June 18, 19, 20, 23, 24

Legend

First/Last Days of School	
No School/Holidays	
Early Dismissal Days	
Parent Conferences	
Make-Up Days	

**Appendix C
Stipends and Extra Days**

Stipends	
The following stipends are compensated work and, if assigned, will be paid on a supplemental contract for responsibility (R) stipend or paid based on time (T) sheet.	
Activity	Stipend Based on Time (T) or Responsibility (R)
Summer School Teacher	Professional Rate (T)
Teacher Assistance Program	Mentor: \$500 year assignment (R) Mentee: \$500 year assignment (R)
Text Book Adoption	Professional Rate (T)
Traffic Safety After School Instruction	Employee's per diem hourly rate (T)
National Board Stipend, State-funded amount, per year shall be footnoted on the Certificated Salary Schedule	
Extra Days of Work	
The following stipends are for extra-days of work paid on a supplemental contract at the employee's per diem.	
Certificated Position	Number of Extra-days of Work
Librarian	K – 5: 5.0 extra days Middle School: 7.5 extra days High School: 8.0 extra days
Counselors	Middle School: 7.5 extra days High School: 9.0 extra days
Nurses	3.0 extra days

Appendix D
2011-2012 and 2012-2013
additional Days of Work and TRI Schedule
[Section 23.2 and Section 23.3]

Snoqualmie Valley School District No. 410																		
2013-14 Additional Days of Work and TRI Schedule																		
[Section 23.2 and Section 23.3]																		
Years of Service	BA + 0		BA + 15		BA + 30		BA + 45		BA + 90		*BA + 135		MA + 0		MA + 45		MA + 90 or PHD	
0	757	5,212	777	5,353	799	5,499	820	5,645	888	6,114	932	6,416	908	6,249	976	6,718	1,020	7,020
1	767	5,282	788	5,425	809	5,573	832	5,725	900	6,199	944	6,500	918	6,318	986	6,792	1,030	7,092
2	777	5,349	798	5,493	820	5,642	843	5,807	912	6,279	956	6,583	928	6,388	996	6,861	1,041	7,164
3	787	5,418	808	5,563	830	5,714	855	5,884	923	6,356	968	6,666	937	6,454	1,006	6,926	1,051	7,237
4	797	5,485	819	5,637	841	5,789	866	5,965	935	6,439	981	6,752	948	6,524	1,016	6,998	1,062	7,312
5	807	5,555	829	5,708	851	5,861	878	6,046	947	6,519	993	6,838	958	6,595	1,026	7,067	1,073	7,387
6	817	5,627	839	5,776	862	5,935	890	6,129	959	6,600	1,005	6,921	968	6,667	1,037	7,137	1,083	7,458
7	836	5,753	858	5,904	881	6,065	911	6,270	980	6,748	1,028	7,078	988	6,803	1,057	7,280	1,105	7,610
8	862	5,937	886	6,097	909	6,262	942	6,484	1,012	6,967	1,062	7,310	1,019	7,016	1,089	7,500	1,139	7,842
9	862	5,937	915	6,297	940	6,469	973	6,699	1,045	7,195	1,096	7,548	1,050	7,231	1,122	7,727	1,174	8,081
10	862	5,937	915	6,297	970	6,680	1,006	6,926	1,079	7,428	1,132	7,794	1,083	7,459	1,156	7,960	1,209	8,326
11	862	5,937	915	6,297	970	6,680	1,040	7,160	1,114	7,672	1,169	8,045	1,117	7,692	1,192	8,205	1,246	8,578
12	862	5,937	915	6,297	970	6,680	1,073	7,386	1,151	7,923	1,207	8,307	1,152	7,935	1,228	8,456	1,284	8,840
13	862	5,937	915	6,297	970	6,680	1,073	7,386	1,188	8,181	1,246	8,576	1,189	8,186	1,265	8,713	1,323	9,108
14	862	5,937	915	6,297	970	6,680	1,073	7,386	1,226	8,439	1,286	8,855	1,227	8,445	1,305	8,988	1,363	9,387
15	862	5,937	915	6,297	970	6,680	1,073	7,386	1,258	8,658	1,320	9,085	1,258	8,664	1,339	9,222	1,399	9,631
16 or More	862	5,937	915	6,297	970	6,680	1,073	7,386	1,283	8,832	1,346	9,267	1,284	8,837	1,366	9,406	1,427	9,824
*Salary Column Closed January 1992																		

Appendix E

SNOQUALMIE VALLEY SCHOOL DISTRICT #410							
CO CURRICULAR SALARY SCHEDULE							
September 1, 2011 - August 31, 2013							
						Base Salary	\$ 29,945
LEVEL 1	1	3	5	7			10
	0.1000	0.1200	0.1400	0.1600			0.2000
Drama	2,995	3,593	4,192	4,791			5,989
MSHS Band	2,995	3,593	4,192	4,791			5,989
LEVEL 2	1	3	5	7			10
	0.0600	0.0800	0.1000	0.1200			0.1400
Auditorium Manager	1,797	2,396	2,995	3,593			4,192
LEVEL 3	1	3	5	7			10
	0.0970	0.1120	0.1260	0.1340			0.1420
HS Knowledge Bowl	2,905	3,354	3,773	4,013			4,252
HS Annual	2,905	3,354	3,773	4,013			4,252
HS Newspaper	2,905	3,354	3,773	4,013			4,252
HS Debate	2,905	3,354	3,773	4,013			4,252
LEVEL 4	1	3	5	7			10
	0.0450	0.0560	0.0650	0.0700			0.0750
HS Chorus	1,348	1,677	1,946	2,096			2,246
MS Band	1,348	1,677	1,946	2,096			2,246
MS Chorus	1,348	1,677	1,946	2,096			2,246
MS School Paper	1,348	1,677	1,946	2,096			2,246
Photo Club	1,348	1,677	1,946	2,096			2,246
Math Team	1,348	1,677	1,946	2,096			2,246
Science Team	1,348	1,677	1,946	2,096			2,246
Stage Crew	1,348	1,677	1,946	2,096			2,246
Natural Helpers	1,348	1,677	1,946	2,096			2,246
HS Assist Drama	1,348	1,677	1,946	2,096			2,246
Video Production Club	1,348	1,677	1,946	2,096			2,246
Wilderness Pursuits	1,348	1,677	1,946	2,096			2,246
	1,348	1,677	1,946	2,096			2,246
	1,348	1,677	1,946	2,096			2,246

LEVEL 5	0.0405	0.0420	0.0446	0.0471		0.0495
Chess Advisor	1,213	1,258	1,336	1,410		1,482
MS Knowledge Bowl	1,213	1,258	1,336	1,410		1,482
HS Jazz Band	1,213	1,258	1,336	1,410		1,482
LEVEL 6	1	3	5	7		10
	0.0182	0.0208	0.0234	0.0260		0.0284
Club Class Advisor	545	623	701	779		850
Ski Club	545	623	701	779		850
Outdoor Club	545	623	701	779		850
LEVEL 7	1	3	5	7		10
	0.0728	0.0832	0.0936	0.1040		0.1144
MS Jazz Band Director	2,180	2,491	2,803	3,114		3,426
Traffic Safety						
COORDINATOR RATE						
%BASE			0.001			
Hourly Rate (20 hours per month x 10 months)			29.95			
*Salary Placement in next column starts at beginning of 3rd, 5th, 7th, and 10th year of experience						

CONDITIONS FOR IMPLEMENTATION OF CERTIFICATED SALARY SCHEDULE

- A. Each employee placed at BA + 0 with 0 experience will be paid at the scheduled salary or the state mandated minimum whichever is greater.
- B. Each employee placed at MA + 0 with 0 experience will be paid at the scheduled salary or the state mandated minimum whichever is greater.
- C. Each employee will be placed on the Certificated Salary Schedule (Appendix A) in accordance with teaching experience and educational criteria established by State law, WAC and SPI guidelines for S-275 reporting. All salaries are based on 1.000 FTE.
- D. The District will accept all clock hour and in-service credits that meet State Board of Education Approval Standards for clock hour and in-service credit. Ten clock hours of such approved in-service courses shall be equal to one quarter university credit and shall be recognized as equivalent on the salary schedule.
- E. Official transcripts verifying credits earned must be received in the superintendent's Office by October 1st in order to be used for salary schedule placement for that year.
- F. Non-school professional experience of ESA staff shall be recognized in accordance with OSPI (Office of Superintendent of Public Instruction) and District procedures.
- G. ESA staff denied the opportunity for non-school experience in 2007-08 will be granted such non-school experience on the same basis as those staff who were granted non-school experience.

**Memorandum of Understanding
Between
Snoqualmie Valley Education Association
And
Snoqualmie Valley School District**

The Snoqualmie Valley Education Association and Snoqualmie Valley School District understand and agree that there needs to be a comprehensive study regarding co-curricular assignments, job descriptions, and salary schedule.

Therefore, the District and the Association will form a committee to conduct the study. The committee will include at least three members chosen by the association and three administrators. The committee will present its findings to the District and the Association no later than May 1, 2014. Further the study will recommend changes to co-curricular job titles, job descriptions and salary.

**Memorandum of Understanding
Between
Snoqualmie Valley School District and the Snoqualmie Valley Education Association
Regarding
Transition to the New Teacher Evaluation System**

Beginning in September 2013, Snoqualmie Valley's certificated classroom teachers will begin transitioning to a revised Teacher Evaluation system based on the eight Washington State Evaluation Criteria and the Robert Marzano Instructional Framework. This transition will be completed, as mandated by the state, during the 2016-17 school year. Elements of this new system are outlined in this Memorandum of Understanding. This revised system will be considered a work in progress and may be modified as needed to give it fidelity to insure the new system is in compliance with state law, (RCW 28A.405.100, WAC 392-191A). During this transition time, all elements of the observation and evaluation process not outlined in this MOU will be covered by the current contract language in Part IX.

The District and the Association will maintain a joint committee to work collaboratively on the Teacher Evaluation system throughout the first four years of the implementation plan and/or the SVSD and SVEA mutually agree to conclude the work of the TEIC and bargain evaluation language into the subsequent CBA. It will be referred to as the Teacher Evaluation Implementation Committee (TEIC). It will be comprised of (3) SVEA members and (3) District Administrators. The committee will be co-facilitated by the Association SVEA President and a Superintendent's designee. The TEIC will meet a minimum of four times each year. The committee's charge will include, but not be limited to:

- Overseeing and monitoring the district wide Teacher Evaluation implementation plan.
- Reviewing all aspects of the Teacher Evaluation system and make recommendations to modify/alter the evaluation system based on any new information which may emerge from staff/evaluators or changes in state law to the Mutual Interest Committee
- Providing the Mutual Interest Committee with updates as needed
- Developing an end of the year feedback survey for classroom teachers and evaluators

Classroom teacher participation for this committee shall be compensated by hourly professional rate.

The state defines a **classroom teacher** as staff who provide academically focused instruction to students. The SVSD Teacher Evaluation Committee has recommended a classroom teacher includes P-5 classroom teachers, 6-12 content area teachers, special education, CTE, music, art, and physical education teachers.

All classroom teachers must be evaluated on the Comprehensive Evaluation strand at least once in the four school years between 2013-14 and 2016-17.

All remaining certificated staff including ESA (*School Psychologists, OTs, PT's, Counselors, Nurses*), Librarians, Teachers on Special Assignment (*TOSA*) will be evaluated on the current 2012-13 CBA Accountability Strand (Provisional Staff) or Professional Growth Model beginning the 2013-14 school year.

All evaluators will be trained in classroom observation, evaluation, ~~and~~ use of the frameworks and rubrics. Administrative Interns, TOSAs, fellow teachers will not be used as evaluators or collect classroom evidence used for evaluative purposes of another teacher.

All 'classroom teachers' will be required to complete the Teacher Self-Assessment for goal setting purposes beginning the 2013-14 school year and will be shared with the evaluator for the purpose of determining areas of agreement.

Approximately 25% of classroom teachers including provisional, probationary, newly hired teachers, and volunteers at each building, will be placed on Comprehensive Evaluation strand beginning the 2013-14 school year.

All classroom teachers will be notified by the end of June 2013 which of the two evaluation strands they will be assigned beginning the 2013-14 school year as well as the tentative placement for the remaining three years of the implementation plan.

Snoqualmie Valley School District Implementation Plan:

	2013-14	2014-15	2015-16	2016-17
Comprehensive Evaluation Strand	25% of Classroom teachers <ul style="list-style-type: none"> • <i>Provisional Status</i> • <i>Probationary Status</i> • <i>Volunteers</i> • <i>Random Selection</i> 	25% of Classroom teachers <ul style="list-style-type: none"> • <i>Provisional Status</i> • <i>Probationary Status</i> 	25% of Classroom teachers <ul style="list-style-type: none"> • <i>Provisional Status</i> • <i>Probationary Status</i> 	25% of Classroom teachers <ul style="list-style-type: none"> • <i>Provisional Status</i> • <i>Probationary Status</i>
Focused Evaluation Strand	75% of Classroom teachers	75% of Classroom teachers	75% of Classroom teachers	75% of Classroom teachers

Comprehensive Evaluation

- Assess all 8 state evaluation criteria, using all the 4 domains of the Marzano Teacher Evaluation Model. (*see attached Marzano Framework for Teaching At A Glance or the Teacher Evaluation Handbook*)
- Every classroom teacher is required by state law to complete a Comprehensive Evaluation once every four years.
- Collaborative discussion during the Goal Setting conference will take place between the evaluator and the classroom teacher to establish goal areas for improvement.
- No more than three goal areas should be established.
- Evidence collected should be authentic and gathered through normal course of the teaching process.
- Uses the State’s Student Growth Rubrics for Criteria 3, 6, and 8. (Student growth means the change in student achievement between two points in time.) Student growth data must be “appropriate and relevant” and the closer it is to the classroom, the more authentic, relevant, and valid it will be for use as evidence.
- Student growth goals and which student growth measures to use will be established in collaboration with the teacher and evaluator.

Focused Evaluation

- Assesses ONE of the eight State Criteria.
- Student Growth Rubrics from one of the three Criterion are applied as follows:
- If a teacher chooses 3, 6, or 8; accompanying student growth rubrics will be used.
- If a teacher identifies Criterion 1, 2, 4, 5, or 7, the student growth rubrics from Criterion 3 or 6 will be included.

- Student growth means the change in student achievement between two points in time. Student growth data must be “appropriate and relevant” and the closer it is to the classroom it is will be more authentic, relevant, and it will be valid for use as evidence.
- Establishment of student growth goals and which student growth measures to use will be established in collaboration with the teacher and evaluator.
- The selected Criterion must be approved by the teacher’s evaluator.
- If an administrator deems there is sufficient reason to return an individual to a Comprehensive Evaluation earlier than indicated above, the evaluator will meet with the employee and his or her chosen Association Representative to review reasons for this change. This meeting will take place prior to the end of the first 90 days of the school year.
- Should serious concerns arise during the second semester of the school year, the evaluator, teacher, and his or her Association representative will meet to discuss the concerns. The parties will develop a written plan to support the teacher throughout the remaining portion of the school year.
- Focused Evaluation has no required classroom observations if criterion selected is not observable during classroom instruction.
- Perceptual data from students, colleagues or parents could be considered by a teacher as evidence as part of their evaluation. No unsubstantiated, anonymous complaints or complaints that were not addressed at the time shall be part of the evaluation. (part of CBA under teacher discipline.

- **Unsatisfactory/ Satisfactory Delineation Established by the State.**

- A teacher in years 1-4 is Satisfactory if s/he receives a **Yearly Rating of Basic or higher**
- A teacher with 5 or more years of experience is Satisfactory if s/he receives a **Yearly Rating of Proficient or higher.**
- All required state laws and defined time lines in regards to Probation shall be followed.
- A teacher on probation may request an additional evaluator and the request must be granted.

In the 2013-14 school year:

- Non-continuing, provisional, probationary certificated classroom teachers must be evaluated using the new Comprehensive Evaluation strand.
- Approximately, 25% of classroom teachers will be evaluated on the comprehensive evaluation strand-
- All remaining classroom teachers will be placed on the Focused Evaluation strand.
- ESA staff, Librarians, Teachers on Special Assignment, and other certificated support staff will be evaluated on the Accountability or Professional Growth format based on the 2012-13 collective bargaining agreement.
- Professional Development plans will be developed to support all teachers during the four year implementation of the SVSD revised Teacher Evaluation System.
- A specific professional development plan will be developed to support probationary teachers.

In the 2014-15 through the 2016-17 school year:

- Non-continuing, provisional or probationary certificated classroom teachers must be evaluated using the new Comprehensive Evaluation strand.

- Classroom teachers will rotate through the two evaluation strands according to the tentative schedule provided to the staff in June 2013. It is recognized that some modifications to the implementation schedule may need to occur based on a variety of factors/variables.
- Provisional teachers who demonstrate an overall score of Proficient or Distinguished after their second year of provisional status may be offered a continuing contract by the District Superintendent and then be placed on the Focused strand.
- The TEIC and the Director of Personnel will work together to determine what human resource decisions will be influenced by aspects of the teacher evaluation system or as determined by future state law. These decisions must be implemented in the 2015-16 school year.

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

The parties agree to the establishment of a Mutual Interest Committee. The Committee will be comprised of the three staff members appointed by the Association and three administrators appointed by the Board. Either party may add an additional committee member or additional committee members upon prior notification to the other party.

Mutual Interest Committee

The following interests are core interests identified by the Association and the District. Additional interests may be added or deleted by agreement.

1. Staffing/Class Size/Work Load

The mutual interest is to achieve equity and fairness for staff and students in determining comparability of number of students to staff in classrooms, in departments, at grade levels, and in buildings. The parties agree that equity and fairness must take into consideration course content, grade level, financial resources, state law and board policy.

The District continues to place a high priority on maintaining elementary class sizes that are instructionally sound in keeping with the stated mutual interest above.

Each year, the Teaching and Learning Department will provide the MIC with an overview of District plans for curriculum and technology followed by a discussion of the impact on workload on a regular basis, if needed.

2. Instructional Interests

The parties understand and agree to the following in order to better communicate concerns and to assist in improvement of the District Instructional program:

The Mutual Interest Committee will review instructional issues on a periodic basis as established by the Association and the District.

The Committee will review the plan for a cycle of adoption of curriculum

The parties will encourage Building-based prioritizing of building needs relating to instructional services

3. Mitigating Factors:

a. The Mutual Interest Committee (MIC) will survey staff to assist the parties in determining those factors that mitigate against staff members fulfilling traditional and required* instructional duties and responsibilities.

b. The MIC will assess and prioritize the results of the survey

The MIC will address identified mitigating factors in a collaborative, problem-solving process.

* The parties understand that required duties and responsibilities are set forth in the certified staff evaluation criteria contained in the Collective Bargaining Agreement, Part X.

4. Self-Assessment/Training and Mutual Interest training for the Association, the District and other agreed upon entities.

a. The Mutual Interest Committee will engage in continuing self-assessment to review the Committee's effectiveness. The Committee may use consultants for the process of self-assessment and/or training.

b. The MIC will provide training for SEA Building Representatives and leadership along with building administrators regarding new contract provisions and the implementation of said contract provisions. This training will take place during a Teacher Directed Day.

5. Elementary Report Card The elementary standard-based report card will be reviewed annually under the direction of the Teaching and Learning Department.

6. The Mutual Interest Committee is tasked with creating a school closure subcommittee to review and make written recommendations on issues related to the anticipated closure of Snoqualmie Middle School (SMS), including but not limited to:

Transfer and assignment of employees currently assigned to Snoqualmie Middle School including method of designating choice of assignment(s);

Training or other support (as needed) due to a new assignment; and

Such other issues that the joint committee may identify.

The MIC will determine the size of the subcommittee. The Association will appoint Association representatives and the District will appoint District representatives to the subcommittee. The subcommittee will begin meeting in the spring of 2012, will update the MIC regularly, and will finalize its recommendations to the Superintendent and Association President no later than February 1, 2013. Employees affected by the closure of SMS will be informed on or before June 1st of 2013 of their tentative new assignments for the coming fall. Should the timeline for school closure be changed, the parties may modify the timelines herein, as mutually agreed upon.

**Memorandum of Agreement
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The Snoqualmie Valley Education Association and Snoqualmie Valley School District understand and agree that as a result of the District's restructure of its secondary schools, some of the employees assigned to the Mount Si High School Campus will be required to travel from the High School Building to the Freshman Building as part of their regular teaching assignment.

Therefore, this Memorandum of Agreement is to provide \$925 each semester for each employee assigned to both the High School Building (grades 10-12) and the Freshman Building (grade 9) as compensation for the time of travel during their planning time and the mileage between the buildings during the 2013-14 school year. A few teachers have volunteered to travel during their "duty free" lunch and will be compensated at this rate also.

During the course of the 2013-14 school year the President of the SVEA and the Superintendent will monitor and assess this model in order to make any necessary adjustments needed during the year and to help with planning for the duration of the Freshman Building.