

**Collective Bargaining Agreement**  
**between**  
**Snoqualmie Valley Education Association**  
**and**  
**Snoqualmie Valley School District**  
**2023-2026**



Updates

- 8/31/23 corrected typos in 40.1.1 re: Elem & MS Resource triggers.
- 12/7/23 corrected typos in 52.6.1 and 52.4.1 re: number word and digit alignment—sixty (52) became sixty (60).
- 12/11/23 removed extra word “other” from Article 45 #9 and corrected last word of 49.4 to be “employee.”

# TABLE OF CONTENTS

<b>TITLE PAGE .....</b>	<b>1</b>
<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>PREAMBLE.....</b>	<b>7</b>
<b>PART I—RECOGNITION AND RIGHTS .....</b>	<b>8</b>
Article 1 Exclusive Recognition.....	8
1.1 Representation .....	8
1.2 Definitions.....	8
Article 2 Association Dues and Deductions.....	9
Article 3 Association Rights .....	10
Article 4 Employee Rights.....	11
4.1 Individual Rights.....	11
4.2 Right to Join and Support Association .....	11
4.3 Just Cause.....	11
4.4 Non-Discrimination .....	12
4.5 Employee Protection and Support.....	12
Article 5 Collaboration.....	12
5.1 Principal/Building Representative Meet and Confer .....	12
5.2 Superintendent/Association Meet and Confer.....	12
5.3 Mutual Interest Committee .....	12
Article 6 Instructional Freedom .....	13
Article 7 Personnel Files .....	13
Article 8 Administrative Responsibility & Authority .....	14
<b>PART II—GENERAL CONDITIONS .....</b>	<b>15</b>
Article 9 Individual Contracts .....	15
Article 10 Workday.....	15
10.2 Two Rivers School .....	16
10.3 Emergency School Closure/Inclement Weather.....	16
10.4 Professional Development/Planning Time .....	16
Article 11 Assignment, Transfer and Vacancies .....	17
11.1 Definitions.....	17
11.2 Employee Assignment.....	18
11.3 Voluntary Transfers and Reassignments .....	18
11.4 Involuntary Transfers .....	19
11.5 Vacancies .....	19
11.6 Opening or Closing of a School .....	19
Article 12 Job Sharing.....	19
Article 13 Calendar .....	20
Article 14 Employee Facilities.....	20
Article 15 Transportation of Students.....	20

Article 16	Auxiliary Personnel .....	21
Article 17	Student Teachers and Internships .....	21
Article 18	Mentorship of New Teachers .....	21
Article 19	District-Level Decision Making.....	21
Article 20	Shared Decision Making.....	21
Article 21	Professional Development Support.....	22
	21.1 Professional Development Allocation .....	22
	21.2 Tuition Reimbursement Program .....	23
<b>PART III—SALARY MATTERS AND INSURANCE.....</b>		<b>25</b>
Article 22	Salaries .....	25
	22.1 Compliance .....	25
	22.2 Certificated Salary Schedule .....	26
	22.3 Pass Through of Additional Salary Funds.....	26
	22.4 Stipends and Extra Days of Work.....	26
	22.5 Other Deductions .....	26
Article 23	Insurance Benefits .....	26
	23.1 Insurance.....	26
	23.2 Legislative Changes .....	27
	23.3 Collaborative Review Process .....	27
	23.4 Termination of Benefits .....	27
Article 24	Employee Protection .....	27
	24.2 Employee Coverage Under the District’s Insurance Policy.....	27
	24.3 Employee Safety and Protection .....	28
	24.4 Student Records.....	28
	24.5 Student-Related Safety Training.....	28
	24.6 Workers’ Compensation .....	29
	24.7 Employee’s Personal Property.....	29
Article 25	Work Year .....	29
	25.1 Basic Work Year .....	29
	25.2 Additional Days of Work .....	29
	25.3 Wednesday before Thanksgiving Holiday.....	30
	25.4 Responsibility Compensation .....	31
	25.5 Supplemental Contract .....	31
	25.6 Extended School Year .....	31
	25.7 Middle School .....	31
Article 26	Stipends.....	32
	26.1 Department Chairs.....	32
	26.2 Professional Rate .....	32
	26.3 Moving Transfer Pay .....	33
	26.4 Pay for Open House .....	33
	26.5 Technology Compensation .....	33
	26.6 Special Education .....	35

26.7	Compensation for 504 Case Managers.....	36
26.8	Bargaining Unit Substitutes .....	36
26.9	Co-Curricular Activities .....	37
<b>PART IV—LEAVES .....</b>		<b>39</b>
Article 27	Sick Leave .....	39
Article 28	Sick Leave Cash Out .....	40
Article 29	Personal Leaves.....	40
	29.1 Non-Discretionary Personal Leave.....	40
	29.2 Discretionary Personal Leave.....	41
Article 30	Jury Duty and Subpoena Leave .....	42
Article 31	Leave of Absence .....	43
Article 32	Association Leave & President Release Time .....	44
Article 33	Release Time .....	45
Article 34	Other Leaves .....	45
Article 35	Leave Sharing .....	46
<b>PART V—INSTRUCTIONAL MATTERS .....</b>		<b>49</b>
Article 36	Planning Time.....	49
Article 37	Staff Meetings.....	50
Article 38	Elementary Workload .....	51
	37.1 Elementary Class Size.....	51
	37.2 Elementary Class Size Relief.....	51
	37.3 Elementary Specialist Workload .....	52
Article 39	Secondary Workload.....	52
	39.1 Class Size Count Days .....	52
	39.2 Middle School Class Size .....	52
	39.3 Comprehensive High School Classes, excluding PE and Music.....	53
	39.4 Comprehensive High School Classes, PE.....	53
	39.5 Comprehensive High School—Double Prep .....	53
	39.6 Classroom Safety as it Pertains to Class Size or Load .....	53
	39.7 Middle School Responsibilities .....	54
Article 40	Special Education Workload .....	54
	40.1 Teacher Caseload .....	54
	40.2 ESA Caseload.....	55
	40.3 Nurse and Psychologist Caseload .....	56
	40.4 Counselor and Social Worker Caseload .....	56
	40.5 Case Management Time .....	56
	40.6 Co-Teaching.....	56
	40.7 Additional Day.....	56
	40.8 ESA Team Leads .....	57
	40.9 ESA Work Area .....	57
	40.10 Nurse Qualifications.....	57

	40.11 Individual Health Plans .....	57
	40.12 Health Professional Licenses.....	57
	40.13 ESAs Covering for Absent Employees .....	57
	40.14 Special Education Joint Committee .....	58
Article 41	Student Discipline .....	58
Article 42	Classroom Visitation .....	60
 <b>PART VI—CLASSROOM TEACHER AND STAFF EVALUATION .....</b>		<b>61</b>
Article 43	Introduction .....	61
Article 44	Definitions.....	62
Article 45	Timelines.....	64
Article 46	General Provisions .....	65
Article 47	Procedures .....	66
Article 48	Student Growth Goals: TPEP Evaluation Only .....	69
Article 49	Comprehensive Strand.....	73
Article 50	Focused Strand.....	75
Article 51	Remediation of Deficiencies - Continuing Teachers.....	77
Article 52	Probation .....	78
Article 53	Provisional Staff .....	80
Article 54	Records of Probation .....	81
Article 55	Action by the Superintendent.....	81
Article 56	Appeal Rights .....	81
Article 57	Procedural Error.....	81
 <b>PART VII—GRIEVANCE PROCEDURE .....</b>		<b>82</b>
Article 58	Contractual Grievances.....	82
Article 59	Policy, Rules or Regulations Grievances .....	85
Article 60	Grievance Procedures.....	85
 <b>PART VIII—REDUCTION IN FORCE (RIF) .....</b>		<b>86</b>
Article 61	Certificated Staff Reduction.....	86
Article 62	Reassignment of Adversely Affected (non-RIFed) Staff.....	87
 <b>PART IX—STATUS OF THE AGREEMENT .....</b>		<b>90</b>
Article 63	Status of the Agreement.....	90
Article 64	Conformity to Law .....	90
Article 65	Distribution of Agreement .....	90
Article 67	No Strike, No Lockout .....	90

<b>PART X—DURATION AND SIGNATURE .....</b>	<b>91</b>
Article 67 DURATION .....	91
SIGNATURES .....	91

**APPENDICES**

Appendix A Certificated Salary Schedule .....	92
Appendix B 2023-2024 School Calendar .....	95
Appendix C Stipends and Extended Days.....	96
Appendix D Co-Curricular Salary Schedules .....	97
Appendix E How to qualify for Co-Curricular.....	98
Appendix F Shared Decision-Making Guide.....	101
Appendix G SEBB Insurance Information .....	104

**MEMORANDUMS OF AGREEMENT**

School Psychologist Work from Home Pilot .....	106
ML Programs .....	107
Mutual Interest Committee .....	109

## **PREAMBLE**

This Agreement is made and entered into by and between the Snoqualmie Valley School District #410 and the Snoqualmie Valley Education Association pursuant to RCW 41.59.

# PART I RECOGNITION AND RIGHTS

## Article 1 Exclusive Recognition

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### 1.1 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 Section 26.8 – 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.

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

- 1.2.1. "Act" shall mean the Educational Employment Relations Act, RCW 41.59, as now existing or hereafter amended.
- 1.2.2 "Agreement" shall mean this entire collective bargaining agreement, including Memoranda of Agreement agreed upon during the term of this Agreement.
- 1.2.3 "Association" shall mean the Snoqualmie Valley Education Association, also referred to as "SVEA".
- 1.2.4 "Board" shall mean the Board of Directors of the Snoqualmie Valley School District #410, also referred to as "employer".
- 1.2.5 "Certificated employee" and "employee" shall mean any individual in the bargaining unit as defined in Section 1.1.
- 1.2.6 "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.
- 1.2.7 "Co-curricular" positions shall mean extracurricular activities jobs that require a professional education certificate. These positions appear on Appendix D and are compensated on a supplemental contract, which is not subject to the continuing contract law.



- 1.2.8 "District" shall mean the Snoqualmie Valley School District #410.
- 1.2.9 "ESA" shall mean Educational Staff Associate.
- 1.2.10 "FTE" shall mean Full Time Equivalency.
- 1.2.11 "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 their placement on the Certificated Salary Schedule, 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 Dues and Deductions**

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- 2.1** The Association and its affiliates (WEA Sammamish UniServ Council, WEA and NEA) shall have the right of automatic payroll deduction of membership dues, assessments, and fees for employees.
- 2.2** 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.
- 2.3** 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 District shall deduct from the salary of each employee who submits written authorization for the dues required for union membership and such dues shall be transmitted to the Association monthly.
- 2.4** 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. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Revocation of membership shall be made in writing to the Association and shall become effective at that time. The Association shall promptly submit notice of each revocation to the District payroll office.
- 2.5** 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.
- 2.6** The Association agrees to refund to the District any amount paid to it in error.

### **Article 3 Association Rights**

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- 3.1** 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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.
- 3.5** 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.
- 3.6** 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.
- 3.7** 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.
- 3.8** On or before new employee orientation in August each year, the District shall provide the Association with the following information, if held by the District, regarding each employee in the bargaining unit: name, address, position, hire date, work site, FTE, employee ID number, personal phone numbers, work and personal emails, and any other information mutually agreed upon. This information shall be supplemented and revised monthly as changes occur and provided to the Association.
- 3.9** In the formal program provided by the District for the orientation of new employees, the Association, in accordance with RCW 41.56.037, shall have up to 30 minutes to meet on the clock with those employees. The District shall provide the Association adequate notice of any new hire orientation.
- 3.10** One hour off the clock will be scheduled for Association activities on the August District Directed Day referenced in Section 25.2. This time will be scheduled at a time that is

mutually agreeable to the District and Association when the maximum number of employees are at one location.

#### **Article 4 Employee Rights**

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- 4.1 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.
- 4.2 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.
- 4.3 Just Cause:** No employee shall be disciplined without just and sufficient cause. Any such discipline shall be subject to the grievance procedure.
- 4.3.1 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) workdays of the employee's return to work.
- 4.3.2 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 they have the right to have an Association representative 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.
- 4.3.3 Employees being reprimanded, warned, disciplined or adversely affected for any reason may request to be accompanied by an Association representative when meeting with the supervisor for a review of the action.
- 4.3.4 The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing.
- 4.3.5 Any disciplinary action taken will be appropriate to the behavior that precipitates the disciplinary action.

**4.4 Non-Discrimination:** The provisions of this Agreement shall be applied consistent with legal requirements applicable to nondiscrimination in the workplace without regard to sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, the presence of any sensory, mental, or physical 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.

**4.5 Employee Protection and Support:** Employees 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.

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

## **Article 5 Collaboration**

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**5.1 Principal/Building Representative Meet and Confer:** Each Principal and the Association Building Representative(s) will meet at least monthly to collaboratively solve problems within the building.

5.1.1 The schedule of meetings will be sent to the Principal's supervisor and Association President.

5.1.2 Prior to the first monthly meeting the Principal and Building Representative(s) will establish a process for how agendas and minutes will be determined and distributed. Meeting minutes will minimally be sent to those in attendance at the meeting, the Association President, and the Principal's supervisor.

**5.2 Superintendent/Association Meet and Confer:** 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 in August of each year.

**5.3 Mutual Interest Committee:** A Mutual Interest Committee (MIC) will be formed to collaboratively solve problems, ensure CBA compliance, and seek input. MIC will be composed of five (5) members appointed by the Association and five (5) members appointed by the District. Additional committee members may be added with mutual consent.

5.3.1 The MIC will meet a minimum of four (4) times per year, except in bargaining years when MIC is put on hold during bargaining.

5.3.2 The first MIC meeting will be held by September 30 of each year.

- 5.3.3 MIC topics will be set forth in a Memorandum of Agreement each year.
- 5.4 The District shall invite and include Association representative(s) in the administrative level meetings to provide input during District budget planning.
- 5.5 Professional development will be designed to support the District Strategic Plan and the School Improvement Plans of individual schools. Professional development will be designed in collaboration with staff and allow for annual feedback from staff.

## **Article 6 Instructional Freedom**

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- 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.
- 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.
- 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**

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- 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 their own expense, may duplicate any documents contained therein. A separate file for processed grievances shall be kept apart from the employee's personnel file.
- 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.
- 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.
- 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.
- 7.5 An employee may attach a written statement to any document contained in their personnel file. Such statement shall be signed and dated by the employee.

- 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.
- 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. An employee’s evaluation 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.
- 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 keeping with Section 4.3, any issues of concern shall be shared with the employee, in a timely manner, if the employee has not otherwise been sent a copy of the document.
- 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**

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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

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- 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.
- 9.2** Employees will electronically be issued an annual employment contract that must be signed and returned to Human Resources. Signed contracts are placed in the employee's personnel file.
- 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 written request has been submitted to the Superintendent or designee.
- 9.3.1 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.
- 9.3.2 The written request for release from the contract shall be submitted to the Superintendent or designee at the earliest practicable time to afford the District a reasonable length of time for obtaining a suitable replacement.
- 9.3.3 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 Workday

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- 10.1** The employee workday shall be as determined by the District. The workday shall be seven and one-half (7.5) hours for all 1.0 FTE employees. The workday shall include a thirty (30) minute duty-free lunch for each employee.
- 10.1.1 The workday for less than full time employees shall be prorated by their FTE.
- 10.1.2 During the workday, as described in the above paragraph, employees shall report to the work locations to which they are directed by the Superintendent, building/program administrator or designee.
- 10.1.3 Travel for Itinerant Employees: Schedules for itinerant employees will be provided at the beginning of the school year and will provide for sufficient travel time. Itinerant employees will receive a mileage reimbursement, at the IRS rate

per mile, for travel between work sites when a personal vehicle is used for such travel.

10.1.4 The teacher workday shall be as defined in Section 10.1. Part time staff shall be compensated at the professional rate for working beyond their contracted workday on District Directed Days and on any other additional non-student days.

10.1.5 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.

**10.2 Two Rivers School:** Changes to the Two Rivers School staff start and end times, or to the staff workday 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 Section 5.2.

**10.3 Emergency School Closure/Inclement Weather**

10.3.1 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 employees must be provided until all students have safely left the campus.

10.3.2 In the event the District declares a student late start due to inclement weather, employees should arrive to work when safely possible, and no later than one-half hour before the rescheduled student start time, unless otherwise communicated with the building principal or designee.

**10.4 Professional Development/Planning Time**

10.4.1 Teacher Directed Early Dismissal (ED): Teacher Directed ED time will be at the discretion of the individual teacher for the purpose of planning, preparation, grading, engaging in professional development activities with grade level or department teams, etc. Except in an emergency, no meetings (voluntary or mandatory) will be scheduled by administration during this time. Optional professional development for clock hours may be offered during this time.

10.4.2 Professional Development Early Dismissal: Professional Development ED time will be at the discretion of the school principal, the Learning Improvement Team, and the school Professional Collaboration Groups (PCG) for the purposes of working on the School Improvement Plan (SIP). The schedule of Professional Development ED activities shall be determined by the Learning Improvement Team with a goal of approximately 65 PCG minutes during each Professional Development ED. A Learning Improvement Team may decide to designate one early dismissal as all professional development, and another one as all professional collaboration group, as long as the balance of time remains the same overall.



- 10.4.3 Professional Collaboration Groups (PCG): Certificated employees will be expected to meet in groups relevant to their job assignments which intermittently may include collaboration with people outside their primary group. Employees will come to consensus with their administrator on who their primary collaborative group will be. Collaborative groups will be expected to set a goal for the year that is tied to the building SIP goal. Topics discussed will be focused on furthering school improvement plans and improving student achievement. Administrators may attend meetings to support collaborative groups and can request notes on the topics covered.
- 10.4.4 Based on the total number of early dismissal times available in the school calendar no fewer than 50% of the hours will be designated Teacher Directed ED. The remaining early dismissal times will be designated as Professional Development ED.
- 10.4.5 Staff directly involved with co-curricular activities at the middle and high school level will be able to begin their activity immediately following the dismissal of the students on teacher Directed ED times with the understanding they complete their two (2) hour Professional Development/Planning Time immediately following the conclusion of the activity/practice session.
- 10.4.6 In the spring of each school year, the calendar committee comprised of Association representatives and District administrators will meet to schedule the Teacher Directed and Professional Development ED, including designated dates when specialized groups, like Special Education, can meet on Professional Development days.
- 10.4.7 Learning Improvement Teams will have the discretion to adjust the identified Teacher Directed and Professional Development ED times within the calendar as long as this exchange of days/hours does not exceed the total allocation for each. This adjusted schedule shall be established by the Learning Improvement Teams.

## **Article 11 Assignment, Transfer and Vacancies**

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### **11.1 Definitions**

- 11.1.1 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.
- 11.1.2 Voluntary Transfer: A voluntary transfer shall mean a change of assignment initiated by the employee.
- 11.1.3 Involuntary Transfer: An involuntary transfer shall mean a change of assignment initiated by the administration.
- 11.1.4 Vacancy: A vacancy is a full or part-time continuing contract opening resulting from retirement, resignation, transfer, increased staffing, or expiration of an

agency employment contract. The opening is considered vacant if the position remains open after placement of employees with right to return provisions per Section 11.4.4, the principal or program manager has made assignments and reassignments, and consideration of employees on the voluntary transfer list.

11.1.4.1 The decision as to whether or not to fill a vacancy will rest solely with the District.

11.1.4.2 Positions held by leave replacement contract employees after May 15 will be considered vacant for the purpose of transfer, except for those positions that are directly related to a right-to-return leave replacement (e.g. a one-year leave of absence, Teachers on Special Assignments, etc.).

## **11.2 Employee Assignment**

11.2.1 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.

11.2.2 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.

## **11.3 Voluntary Transfers and Reassignments**

11.3.1 Current employees on a continuing contract may request a voluntary transfer to a bargaining unit position in another building or program by February 1 of each year.

11.3.1.1 Human Resources will notify employees of the process or form to use no later than January 15 of each year.

11.3.1.2 The voluntary transfer request list will be used until the end of the business day on the first workday of August each year.

11.3.1.3 Employees on the voluntary transfer list who hold the appropriate certification will be granted an interview or be personally contacted by the hiring administrator.

11.3.1.4 Employees on the voluntary transfer list who are offered a position for which they indicated interest and choose to decline the position will be removed from the voluntary transfer list.

11.3.1.5 Employees who do not place their name on the voluntary transfer list by the deadline may apply for any open positions using the District's application system.

- 11.3.2 The Superintendent shall, based on their 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 the Superintendent's decision shall be at their discretion and shall not be subject to grievance or arbitration.
- 11.3.3 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.

#### **11.4 Involuntary Transfers**

- 11.4.1 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(s). Consideration will then be given to the qualification, the preference, and then seniority (as defined in Section 61.6) of employees to be transferred.
- 11.4.2 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.
- 11.4.3 An employee who is involuntarily transferred will not be adversely affected as to placement on the Certificated Salary Schedule or with regard to seniority.
- 11.4.4 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 two (2) school years. If the employee refuses the offer to return, the transfer shall no longer be classed as involuntary.

#### **11.5 Vacancies**

- 11.5.1 Open positions shall be posted for at least five (5) consecutive business days except July 1-September 30 when open positions shall be posted for at least two (2) consecutive business days.
- 11.5.2 Postings will be distributed to staff electronically to their District email.

- 11.6 Opening or Closing of a School:** Prior to the opening or closing of a school, a committee will be formed to develop processes, timelines, and procedures for employee transfers.

### **Article 12 Job Sharing**

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- 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 leave of absence for the balance of a full-time contract.

- 12.2** At the discretion of the District, job sharing may be offered for up to one (1) year.
- 12.3** Job sharing will be reviewed each year for renewal.
- 12.4** Job sharing is voluntary.
- 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:
  - 12.5.1 Offer full-time employment to remaining job share employee for the remainder of the school year, or
  - 12.5.2 Seek compatible replacement, with remaining employee working full-time until replacement is found, or
  - 12.5.3 Other District-determined solution.
- 12.6** Job share employees will qualify for salary advancements, experience credits, and leaves on a prorata basis. Qualifications for insurance benefit is determined by the School Employees Benefits Board (SEBB).

### **Article 13 Calendar**

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The 2023-24 calendars are in 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**

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- 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-the building principal.
- 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 will have access to lockable storage with a key in each building.

### **Article 15 Transportation of Students**

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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**

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

## **Article 17 Student Teachers and Internship**

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The Association and the District will encourage the development of student teacher and internship programs.

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.

## **Article 18 Mentorship of New Teachers**

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The District is committed to supporting and nurturing new staff members, both professionally and personally. A key component of this assistance is the pairing of new teachers with peer mentors. Mentors are experienced staff who are tasked to coach and support educators early in their career. Potential mentors should be experienced staff members.

New Employees will receive \$500 for participation in the District teacher assistance program (Appendix C). If the District receives the OSPI BEST grant, then the District and Association will meet to discuss re-implementing the mentor teacher stipend, establishing a mentor to mentee ratio, qualifications for being a mentor, as well as any other pertinent clarifications.

## **Article 19 District-Level Decision Making**

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Educators 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 relevant. Should meetings occur outside of the workday, employees will be paid at the professional rate for the hours worked.

## **Article 20 Shared Decision-Making**

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- 20.1** Each school building will have a Learning Improvement Team. Each Learning Improvement Team is expected to follow the Shared Decision-Making Guidelines in Appendix F and select a method of decision-making from that document.
- 20.2** Employees will be responsible for selecting their own representatives. If more than one person from a department/grade/program is interested in the position, there will be a vote to determine who will be the representative. If there is a tie, then an administrator will interview both persons and decide who will be the representative. Each building will establish a process and cycle for creating their team, with the ultimate goal of offering staff the opportunity to join on a three-year cycle.
- 20.3** Learning Improvement Team membership should include representation from across the building including administration and:

- 20.3.1 Elementary: PreK-2, 3-5, Special Education, Specialists, and other members determined by building administrators
- 20.3.2 Middle School: each core subject, elective course group, Special Education, and other members determined by building administrators
- 20.3.3 High School: Department Chairs
- 20.4** Expectations for the team are listed below. Administrators may remove team members who are not fulfilling their responsibilities.
  - 20.4.1 Attending a joint training session for members and administrators at the beginning of the year
  - 20.4.2 Attending monthly meetings
  - 20.4.3 Adhering to team norms, created annually
- 20.5** Building-based decisions should be focused on school improvement planning and will include:
  - 20.5.1 Collaborating with administrators on a yearlong building-based professional development outline
  - 20.5.2 Implementing programs and initiatives
  - 20.5.3 Use of the professional development allocation (Section 21.1)
  - 20.5.4 Use of discretionary funds for purchasing instructional supplies, materials and equipment
  - 20.5.5 Changes to building-based procedures related to student discipline and grading practices
  - 20.5.6 Other matters pertaining to the School Improvement Plan

## **Article 21 Professional Development Support**

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- 21.1 Professional Development Allocation:** An annual dollar amount will be allocated for the professional development of certificated employees 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 employees.
  - 21.1.1 Each building's allocation will be based on the October 1 FTE count. Itinerant employees, excluding Special Education ESAs, will be included in their home school's allocation. This budget will be allocated to each Learning Improvement Team and Principal.
  - 21.1.2 Special Education ESAs will have an allocation based on the October 1 FTE count. This budget will be allocated to the ESA Team leads and Executive Director of Student Services.

- 21.1.3 Professional development activities must be consistent with the District Mission Statement and Learning Goals. These activities may include the following: Professional Growth Plan, classes, conferences, workshops, professional materials, and in-building training. Pre-approved colleague collaboration completed outside of the workday must be submitted on a timesheet and will be paid at the Professional Rate. Clock hours for building and District professional development will be made available when possible.
- 21.1.4 Employees will be notified of their building/ESA allocation and how to access the funds by October 15.
- 21.1.5 Employees may apply for the funds to their Learning Improvement Team or ESA Team Leads, as appropriate for their position. These groups will consider applications in collaboration with the appropriate administrator, and determine use of the funds based on research-based high quality professional development. Funds must be expended within the fiscal year (September 1-August 31), and do not carry over to the subsequent year.
  - 21.1.5.1 The District and Association will agree to a standard form that will be made available to all employees. The form will minimally include a description of research-based high quality professional development.
  - 21.1.5.2 Once professional development has been completed, the employee will be responsible for submitting the form to the LIT team for verification of completed professional development.
- 21.1.6 It is the responsibility of each Learning Improvement Team and/or Program Manager 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.

## **21.2 Tuition Reimbursement Program**

- 21.2.1 The District will fund \$28,000 each fiscal year for incentive pay for employees pursuing their National Board Certification, a master's degree, or an endorsement.
- 21.2.2 In the event reimbursement requests exceed \$28,000 all reimbursements will be reduced on an equal percentage basis until \$28,000 is expended.
- 21.2.3 Reimbursement is for classes, tuition, registration, books, course fees, release time, etc. as described below and must be submitted no later than February 1 for current or previous school year expenses to the District Office.
- 21.2.4 Reimbursement for National Board Certification Programs: Reimbursement for expenses related to the teacher National Board Certification program or ESA equivalent (see Section 26.6.3) has a total lifetime maximum reimbursement for

expenses for National Board Certification programs is \$1,000.00. Reimbursement may be requested prior to program completion.

- 21.2.5 Reimbursement for Master's Degree or Administrative Certificate: The total lifetime maximum reimbursement for expenses for a Master's Degree or Administrative Certificate is \$1,000.00.
  - 21.2.5.1 A Master's or Administrative Program must be from an accredited college or university.
  - 21.2.5.2 Credits earned in said Master's or Administrative Program must meet OSPI guidelines for reportable education credits.
  - 21.2.5.3 An employee who has completed a Master's or Administrative Program must submit proof of program completion.
  - 21.2.5.4 To be eligible for reimbursement, the employee must have completed their Master's or Administrative Program while employed in the District.
- 21.2.6 Reimbursement for Adding an Endorsement: The total lifetime maximum reimbursement for adding endorsements is \$1,000 unless allowed under the provisions of Section 21.2.6.2.
  - 21.2.6.1 To be eligible for reimbursement, the employee must have added the endorsement while employed in the District.
  - 21.2.6.2 Endorsements in Shortage Areas: In the event reimbursement requests are less than the amount available, additional reimbursement above \$1,000 will be provided to those adding endorsements in the areas of English Language Learner, Math, Science, or Special Education on an equal dollar basis until all available funds are expended.
- 21.2.7 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, the unexpended amount will be carried forward to the ensuing year. Said unexpended amount can be used for other necessary certification or tuition as determined by the Mutual Interest Committee on a yearly basis.



## PART III - SALARY MATTERS AND INSURANCE

### Article 22 Salaries

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- 22.1 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 employees in order to ensure compliance with applicable laws.
- 22.2 Certificated Salary Schedule:** All employees shall be paid a base salary based on the Certificated Salary Schedule, adopted for the year(s) covered by this Agreement and attached hereto in Appendix A as the Certificated Salary Schedule.
- 22.2.1 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 OSPI guidelines for S-275 reporting. All salaries are based on 1.000 FTE.
- 22.2.2 The District will accept all clock hour and in-service credits that meet Office of Superintendent of Public Instruction 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.
- 22.2.3 Credits and clock hours 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.
- 22.2.4 Non-school professional experience of ESA staff shall include experience in non-schools and other equivalent non-school positions on a 1:1 basis. Non-school professional experience must be working with individuals birth to age 22, and may not include self-employment.
- 22.2.5 Salary increases over the life of this contract are listed below. The state inflationary measure is the inflationary adjustment index used by the state in revenue formulas for certificated instructional staff, currently the implicit price deflator (IPD).
- 22.2.5.1 2023-24: an average of 6.2% increase, inclusive of the state inflationary measure, as indicated in Appendix A.
- 22.2.5.2 2024-25: an increase of the state inflationary measure to total compensation.
- 22.2.5.3 2025-26: an increase of the state inflationary measure to total compensation.

- 22.3 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 legislation and any implementing regulations.
- 22.4 Stipends and Extended 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 26, as applicable to the stipend position held.
- 22.5 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. 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 23 Insurance Benefits**

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### **23.1 Insurance**

- 23.1.1 Employee health insurance benefits and other SEBB insurance plans and programs are governed by the School Employee Benefits Board (SEBB). SEBB shall establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee rates. Information regarding SEBB may be found in Appendix G.
- 23.1.2 The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in SEBB regulations.
- 23.1.3 SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.
- 23.1.4 Interpretation and Appeals: The provisions in this agreement represent the parties’ shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 (or other applicable WAC), rather than the grievance procedure in Part VII—Grievance Procedures. Articles not covered by

the WAC 182-32-2020, will be subject to the grievance procedure in Part VII—Grievance Procedures.

- 23.2 Legislative Changes:** If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes significant changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.
- 23.3 Collaborative Review Process:** Upon request, the District shall provide the Association with reports regarding which of their members are ineligible for benefits. The District will provide any information requested by the Association regarding the reasons for such ineligibility.
- 23.4 Termination of Benefits**
- 23.4.1 The District’s Separation of Employment form will include information about when benefits will terminate based on date of separation.
- 23.4.2 Per SEBB, any employee terminating employment will continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective.
- 23.4.3 When a school employee loses eligibility for the employer contribution towards insurance coverage, the District will notify the employee in writing.
- 23.5 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.

## **Article 24 Employee Protection**

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- 24.1** The District agrees to maintain bodily injury liability, personal injury liability, and errors and omissions insurance coverage for employees. The Board shall determine the scope, nature, and conditions of such insurance coverage.
- 24.2 Employee Coverage Under the District’s Insurance Policy.** There are four (4) coverages as follows:
- 24.2.1 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 them, providing it is an occurrence covered by the policy. Volunteer workers and student teachers are also deemed to be employees.
- 24.2.2 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.

- 24.2.3 An employee's personal property is covered for the Section 24.2.1 policy coverages (fire and lightning, windstorm and hail, explosion, sonic boom, vandalism and malicious mischief, riot and civil commotion, aircraft and 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.
- 24.2.4 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.

**24.3 Employee 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,

- 24.3.1 to insult or abuse an employee while such employee is carrying out their official duties, or
- 24.3.2 to willfully create a disturbance on school premises or at school activities or meetings, or
- 24.3.3 to intimidate by threat of force or violence an employee who is peacefully discharging or conducting their 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.

**24.4 Student Records:** Employees are allowed access to information recorded on Student Enrollment/Registration Forms regarding students enrolled in the employee's classroom or caseload 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.

**24.5 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.

## 24.6 Workers' Compensation

24.6.1 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.

24.6.2 If the employee suffers injuries related to an assault by a student that results in loss of time benefits as determined by worker's compensation, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury, and supplement worker's compensation benefits (assuming the employee is not able to perform light duty) to the extent necessary to offset the difference between net benefits and net take home pay for up to thirty (30) calendar days. The employee's sick leave will not be charged for this supplementation.

**24.7 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 25 Work Year

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**25.1 Basic Work Year:** The length of the regular employee base contract shall be one hundred eighty (180) base contract days in total.

**25.2 Additional Days of Work:** In addition to the Basic Work Year, each regular employee will be paid for five (5) mandatory days and three (3) optional days. Additional days of work 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 day of work as required will result in a reduction in compensation. Additional workdays will be set forth on the school calendar. Extra days of work are not accumulated from year to year

25.2.1 Extra days of work will consist of seven (7) hours of work and a thirty (30) minute duty free lunch, for a total of seven and one half (7.5) hours, unless otherwise indicated below.

25.2.1.1 Five (5) Mandatory Days.

- A. Two (2) District directed days in August. The fourteen (14) District directed work hours may be split over three (3) days, sharing with the building directed day.
- B. One (1) building directed day in August. The seven (7) building directed work hours may be split over three (3) days, sharing with the District directed days.

- C. One (1) employee directed day in August to be used for planning and preparation on which other responsibilities will not be scheduled except for one (1) hour at the elementary level for Meet the Teacher events. To compensate for the loss of teacher directed time, one (1) hour of teacher directed time shall be provided at the elementary level during the building directed day referenced in Section 25.2.1.1.
- D. One (1) day in October consisting of four and three quarter (4.75) hours of professional development, one and one quarter (1.25) hours of PLC time, one (1) hour of employee directed planning time, and a thirty (30) minute duty-free lunch.

25.2.1.2 Three (3) Optional Days. Leave may not be used on optional days, and employees must work the entire optional day.

- A. One (1) employee directed day in August to be used for planning and preparation on which other responsibilities will not be scheduled. The employee may choose when to work this day between August 1 and the first day of school.
- B. One (1) employee directed day scheduled between semesters to be used for planning, grading, and report card preparation on which other responsibilities will not be scheduled.
- C. One (1) day scheduled on the workday following the last student day. The first half of the day will be building directed and the second half of the day will be employee directed.

25.2.2 One (1) additional mandatory day may be scheduled for specific grade level or subject teachers for the purposes of professional development to support Board approved adoption of new curricula. This mandatory day will be compensated at the employee's per diem rate and take the place of the seven (7) hours of compensated professional development specified in Section 26.5.1. The District and Association will agree to the date of the training.

**25.3 Wednesday Before Thanksgiving Holiday**

- 25.3.1 Elementary teachers may leave following student dismissal in trade for participating in evening conferences during elementary conference week.
- 25.3.2 Middle school teachers may leave following student dismissal in trade for the additional contact time middle school teachers have throughout the year.
- 25.3.3 High school teachers may leave following student dismissal in trade for participating in graduation.
- 25.3.4 Non-classroom based employees may leave following student dismissal if they have a plan with their supervisor to make-up the time during the week prior to Thanksgiving.

- 25.4 Responsibility Compensation:** In addition to compensation for the basic work year (Section 25.1) and additional days of work (Section 25.2), 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 line on the Certificated Salary Schedule. These additional professional responsibilities include, but are not limited to, the following:
- 25.4.1 Classroom set up or take down;
  - 25.4.2 Conferencing and communicating with parents and students in addition to conference weeks;
  - 25.4.3 Assessment/reporting of student progress;
  - 25.4.4 Providing individual help to students;
  - 25.4.5 Curriculum development including preparing and revising instructional materials;
  - 25.4.6 Professional development and study including working with colleagues;
  - 25.4.7 Taking classes for professional improvement;
  - 25.4.8 Direct involvement in student activities;
  - 25.4.9 Relevant conferences, workshops and community activities
- 25.5 Supplemental Contract:** Employees shall be issued a supplemental contract for the additional time and responsibilities specified in Section 25.2.1.1 and Section 25.4. Less than full time employees shall have their compensation amounts and time required prorated in accordance with their annualized FTE.
- 25.6 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.
- 25.7 Middle School:** In years when the length of the student day at the middle school level is greater than the student day at the high school level by more than 1,800 minutes, the remedies listed below will apply for Middle School employees only.
- 25.7.1 An additional two (2) Teacher Directed EDs (Section 10.4.1) will be designated at the middle school level.
  - 25.7.2 Employees may leave at the end of the student day on the Friday before Thanksgiving.
  - 25.7.3 The January Optional Day (Section 25.2.1.2.B) will be considered worked if the employee works the workday before and after the Optional Day. Employees who take sick leave on either side of the Optional Day must submit medical verification within five (5) workdays of illness in order for the Optional Day to be considered worked.

25.7.4 Employees may leave at the end of the student day on the last day of school.

## **Article 26 Stipends**

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**26.1 Comprehensive High School Department Chairs:** Department Chairs will be paid on number of sections represented at the time the supplemental contract for Department Chair is issued.

26.1.1 Department

26.1.1.1 AVID

26.1.1.2 Career and Technical Education

26.1.1.3 Counseling

26.1.1.4 Fine Arts

26.1.1.5 Language Arts

26.1.1.6 Mathematics

26.1.1.7 P.E./Health

26.1.1.8 Science

26.1.1.9 Social Studies

26.1.1.10 Special Education

26.1.1.11 World Language

26.1.2 Stipend schedule based on number of sections represented:

26.1.2.1 0-19 Sections: .0280 times the base of BA 0,0

26.1.2.2 20-29 Sections: .0397 times the base of BA 0,0

26.1.2.3 30-39 Sections: .0500 times the base of BA 0,0

26.1.2.4 40 (Plus) Sections: .0620 times the base of BA 0,0

## **26.2 Professional Rate**

26.2.1 Each employee required to perform extra work will be compensated at the hourly rate determined by the sum of the base salary of Step 0,0 of the Certificated Salary Schedule and Step 0,0 for additional mandatory and optional days. This sum shall be divided by 180 days and 7.5 hours.

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

26.2.2.1 Special curriculum work.

26.2.2.2 Employee selection committee work.

26.2.2.3 In-service work.



- 26.2.2.4 Test coordination work.
- 26.2.2.5 Other work specifically agreed to by the District.
- 26.2.3 Employees directly involved in District sponsored professional development and planning activities will be able to begin additionally compensated activities following dismissal of students on Teacher Directed ED times with the understanding they complete their two hours of teacher directed planning time following the conclusion of the District sponsored activities.
- 26.2.4 Employees directly involved in working with students in intervention programs sponsored by the school or District will be able to begin additionally compensated intervention activities during contracted time prior to the start of the school day and following dismissal of students, with the understanding they complete their contracted time following the conclusion of the District approved intervention activities.
- 26.2.5 Extra work performed during the month of August, including but not limited to technology professional development, will be compensated at the Professional Rate as calculated for the coming school year.

### **26.3 Moving Transfer Pay**

- 26.3.1 Classroom teachers will be compensated for eight (8) hours of time at the professional rate for an administratively initiated transfer within a school campus.
- 26.3.2 Classroom teachers will be compensated for sixteen (16) hours of time at the professional rate for an administratively initiated transfer to another school campus.
- 26.3.3 ESAs will be compensated for four (4) hours of time at the professional rate for an administratively initiated transfer to another school campus.
- 26.3.4 An employee initiating a move to a different room within a school campus or a different building will not be eligible for compensation for the move.

**26.4 Pay for Open House.** Three (3) hours of pay for one Open House/Curriculum Night event is included in the Certificated Salary Schedule. If an employee is unable to attend those three (3) hours they will use the appropriate leave provision.

**26.5 Technology Compensation:** The technology compensation is for implementation of District determined technology systems, curriculum, facilities, initiatives and projects related to integrating all aspects of technology into classroom workflow and instruction and consistent with RCW/WAC. The technology compensation is 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.

- 26.5.1 Required Time: To be fully compensated each employee must attend seven (7) hours, paid at the professional rate, of District approved professional development prior to May 31 and submit a timesheet.

- 26.5.1.1 District sponsored/approved training experiences, held in August in each year or other training experience designated by the District will qualify.
  - 26.5.1.2 Employees may also apply for approval from the Teaching and Learning Department for alternate methods of meeting this requirement, such as individual or small group self-directed time, or other out-of-district training, etc. Application for approval of alternate methods must be submitted in writing to the Teaching and Learning Department at least ten (10) workdays in advance of the activity for consideration.
- 26.5.2 Stipend: A stipend of \$1725 for employees with 0.5 to 1.0 FTE and \$862.50 for employees with 0.1 to 0.4 FTE will be paid a technology stipend to integrate technology into professional practice. The stipend will be paid monthly, spread equally over twelve months (September to August). Employees who have less than a 1.0 annualized calculated FTE due to not working the full contracted year will have the stipend prorated based on their annualized calculated FTE.
- 26.5.2.1 The professional practices include maintaining a web presence as described later in this document, and activities that may include, but are not limited to:
    - A. Integrate appropriate technology into classroom instruction.
    - B. Access and use data to improve instruction.
    - C. Respond to emails in a timely manner.
    - D. Update online grades according to established school expectations.
    - E. Develop and contribute technology related curriculum resources (scales, units, projects, assessments, etc.) to a designated curriculum repository.
    - F. Participate in training on District provided or adopted equipment, software, web-based assessments and online curriculum resources.
  - 26.5.2.2 Each employee will maintain a regularly updated web presence for their classroom or program, on a District/Association approved platform. The web presence may include, but is not limited to
    - A. Contact information
    - B. Schedule of upcoming events
    - C. Links to applicable online resources, text books, etc.
    - D. A list of homework, assignments, and/or projects with due dates as applicable
    - E. Classroom and/or Program Expectations (ex: Syllabus)
  - 26.5.2.3 Non-Classroom instructional support personnel and Special Education teachers may discuss with their supervisor alternative

activities to any of the above professional practices and web presence that may not be relevant to their position.

- 26.5.2.4 Future changes to the Learning Management platform, either at the elementary and secondary level or District-wide, will follow a collaborative process to ensure that employees take part in the decision making process.

## 26.6 Special Education

- 26.6.1 IEP Case Manager Responsibility Stipend: Each employee filling the position of Special Education Teacher (Resource Room or Self-Contained), Occupational Therapist, Physical Therapist or Speech and Language Pathologist shall receive an annual responsibility stipend as written below based on the employee's annualized full time equivalency (FTE). This stipend is for time required to complete assigned IEPs. The IEPs must be completed on time and meet department standards.

2023-2024 \$3,500

2024-2025 \$4,000

2025-2026 \$4,500

- 26.6.2 Additional IEPs

- 26.6.2.1 Special Education Teachers shall be compensated at the rate of 1.5 hours at the professional rate (paid by time sheet) for authorized IEPs in excess of the amounts below. To qualify for compensation for an authorized IEP, the IEP must be completed on time and must meet department standards.

- A. Resource Room Teachers 30 IEPs
- B. Self-Contained Teachers 10 IEPs

- 26.6.2.2 A Case Manager may request release time in lieu of IEP compensation as provided in 26.6.2.1. Such release time must have prior approval from the Executive Director of Student Services and, if approved, will be allocated on the following basis:

- A. 5 IEPs 1 day of release time
- B. 10 IEPs 2 days of release time
- C. 15 IEPs 3 days of release time

- 26.6.2.3 For extenuating circumstances the Special Education employee may request additional compensation or time based on the need presented.

- 26.6.3 ESA National Board Recognition: ESAs who possess the professional recognition of the specific credentials listed below will be paid an annual stipend of \$2,000.

Employees must possess the credential for the entire school year and provide appropriate documentation in order to be eligible.

- 26.6.3.1 National School Nurse Certification from The National Board for Certification of School Nurses.
- 26.6.3.2 National Board Certification in Occupational Therapy from The National Board for Certification in Occupational Therapy.
- 26.6.3.3 National Physical Therapy Exam.
- 26.6.3.4 Certificate of Clinical Competence in Speech-Language Pathology from the American Speech Hearing Association.
- 26.6.3.5 National Certified School Psychologists from the National Association of School Psychologists.
- 26.6.3.6 Certified School Social Work Specialist from the National Association of Social Workers.

**26.7 Compensation for 504 Case Managers**

- 26.7.1 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).
- 26.7.2 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.

**26.8 Bargaining Unit Substitutes:** Provisions of this Agreement solely applicable to said bargaining unit substitute employees:

- 26.8.1 “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 preceding school year.
  - 26.8.1.1 Day to day substitutes shall be paid at the following rates per full day worked:
    - A. 2023-2024 \$195
    - B. 2024-2025 \$200
    - C. 2025-2026 \$200 or .0033 times the base of BA 0,0, whichever is greater.
  - 26.8.1.2 Day to day substitutes who are retirees of the District will be paid \$20 more per day than the rate calculated in Section 26.8.1.1.
  - 26.8.1.3 The daily rate for Professional Development Early Release days will be the full daily rate calculated in Section 26.8.1.1.

- 26.8.1.4 After the day to day substitute has worked 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 Certificated Salary Schedule, beginning with the eleventh (11<sup>th</sup>) day of working in the same assignment and each day thereafter in the same assignment.
- 26.8.2 “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.
  - 26.8.2.1 Long term substitutes shall be paid at a daily rate determined by their placement on the Certificated Salary Schedule. If a long term substitute is absent for more than two (2) consecutive days of work, said substitute may not be returned to the assignment. Such substitutes shall not be paid for days not taught.
  - 26.8.2.2 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.
- 26.8.3 Substitutes who work as a certificated substitute 100 days or more in a school year will receive a \$1,500 commitment stipend in the July pay warrant.

## **26.9 Co-Curricular Activities**

- 26.9.1 Filling New Positions and Filling Positions in New Schools
  - 26.9.1.1 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) workdays. Consideration will be given to in-district applicants before applicants who are not employees.
  - 26.9.1.2 In the event the District opens a new secondary school, the District will follow the process outlined in Section 26.9.1.1, after the staff for the new building has been selected.
- 26.9.2 Evaluation: Prior to the end of the school year, employees serving in a co-curricular activities position will meet with their supervisor to review and receive an annual, written evaluation of performance in the co-curricular position.
- 26.9.3 Co-Curricular Salary Schedule: Employees serving in a co-curricular position shall be paid according to Appendix D for the duration of this Agreement or as amended by mutual agreement of the parties. In 2023-24 the base amount for computing co-curricular salaries shall be \$32,909. During the 2023-24 school year the Association and District will collaborate on a revised co-curricular salary schedule for implementation in 2024-25.

26.9.4 Protocols and procedures for establishing co-curriculum sponsored activity. See Appendix E.

## PART IV - LEAVES

### Article 27 Sick Leave

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- 27.1** 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 Section 27.7. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
- 27.2** Sick days are allocated and deducted as 8 hour days or portion thereof, and do not relate to the workday definition in this collective bargaining agreement.
- 27.3** If an employee is absent for more than five (5) consecutive workdays or the pattern of absences suggests improper use of sick leave, the District reserves the right to request a statement from an authorized health care practitioner for the illness or injury.
- 27.4** 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 24.6, Workers' Compensation
- 27.5** The District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days.
- 27.6** Following a serious injury or illness and if requested by the Superintendent or designee, the employee will provide an authorized health care practitioner's statement as to the ability of the employee to perform their duties of employment.
- 27.7** Personal emergency leave may be granted at the discretion of the Superintendent or designee and such leave is defined as follows:
- 27.7.1 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.
- 27.7.2 Personal emergency leave shall not be used for recreational or a vocational absence.
- 27.7.3 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.
- 27.7.4 Requests for personal emergency leave shall be subject to the following procedures:
- 27.7.4.1 The employee must arrange for a substitute during their absence from work as a result of the emergency.

27.7.4.2 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 they return to work following the leave, and shall certify that the problem attendant with the request could not be handled outside of the regular workday.

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

## **Article 28 Sick Leave Cash Out**

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**28.1** 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.

**28.2** To be eligible for sick leave cash out, employees must fill out the District required sick leave conversion form.

**28.3** An employee who is at their 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.

**28.4** 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.

**28.5** The parties have adopted a VEBA sick leave conversion medical reimbursement plan (The Plan), pursuant to RCW 28A.400.220. 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.

**28.6** Any employee who retires or dies while employed by the District may elect (personally or by personal representative, as appropriate) to convert no more than 180 days of 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 29 Personal Leaves**

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**29.1 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 Sections 29.1.1 and 29.1.2, shall not exceed five (5) days in any school year.

29.1.1 Bereavement occasioned by the death of father, mother, parent-substitute, brother, sister, spouse, children, anyone permanently living at the employee's residence and considered part of the family, parent of spouse, or grandparents. Up to five (5) days of non-discretionary bereavement leave 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.

29.1.2 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, anyone permanently living at the employee's residence and considered part of the family, 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 designee.

## **29.2 Discretionary Personal Leave**

Employees with a start date during first semester will receive two (2) discretionary personal leave days with pay during a contract year. Employees with a start date during second semester will receive one (1) discretionary personal leave days with pay during a contract year.

Unused personal leave may be accumulated to a total of six (6) days or may be cashed out at the daily substitute rate. Application for personal leave cash out must be submitted to the District business office no later than June 1. Any employee who would otherwise lose personal days or hours due to exceeding the limit of six (6) days will automatically have those days or hours cashed out.

29.2.1 Personal leave is not available the first five (5) student days and the last five (5) student days of the instructional year.

29.2.2 A request for personal leave must be made no less than forty-eight (48) hours before the day of leave. No more than 10% of a building's staff will be granted personal leave on any one day (with the exception of Two Rivers). No more than three (3) days of leave may be used consecutively. An employee intending to use three (3) days of discretionary personal leave days consecutively must request such leave at least one month in advance of the leave. Exceptions to these rules may be appealed to the Superintendent.

29.2.3 Personal leave may be available immediately before or after a holiday, vacation period and an optional non-student day under the following conditions:

29.2.3.1 Up to 1.25% of employees covered by this agreement shall be granted discretionary leave the day before or after a holiday,

vacation period, or an optional non-student day. On the last working day of May, the District will apply 1.25% to the total number of employees covered by this agreement to determine the maximum amount of employees who can use discretionary leave the day on the restricted days listed above. Said calculation shall be to the nearest whole number and be used for the upcoming school year.

- 29.2.3.2 These discretionary leaves will be granted on a first come/first served basis when requested through the District's approved procedures. Employees will be notified within five (5) workdays of their request if their leave is approved or not.
  - 29.2.3.3 Personal leave requested for days immediately before or after a holiday, vacation period, or optional non-student day may be submitted beginning August 1 of the school year and requests for these leaves must be made no less than 15 workdays prior to the day or days requested.
  - 29.2.3.4 The employee must make an attempt to secure a substitute teacher for any days requested.
  - 29.2.3.5 Employees not granted leave under these provisions may appeal to the Superintendent.
- 29.2.4 If an employee is denied discretionary personal leave for any reason, they may appeal to the Superintendent. This includes:
- 29.2.4.1 The use of more than three (3) consecutive days;
  - 29.2.4.2 When the number of allowable leaves exceeds 10% per building; or
  - 29.2.4.3 Not being part of the first come/first served leaves granted before or after a holiday, vacation period, or optional non-student day.

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

### **Article 30 Jury Duty and Subpoena Leave**

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- 30.1** Upon receipt of a jury summons or a subpoena, the employee will notify their administrator and Human Resources as soon as is reasonably practicable. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service or of witness service.
- 30.2** Employees on jury duty or appearing in court in compliance with a subpoena that arises from their employment with the District will be granted paid Jury Duty/Subpoena Leave.
- 30.3** Employees bringing legal action against the District or employees needing to appear in a legal proceeding not covered by Section 30.2, will not be granted paid Jury Duty/Subpoena Leave.

## **Article 31 Leave of Absence**

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- 31.1** A leave of absence without pay or benefits may be granted an employee for the purpose of attending a recognized college or university, medical leave, travel, professional development activities consistent with the District mission statement, and for childcare/parental leave. A leave of absence must be recommended by the Superintendent or designee and approved by the Board of Directors, 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 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.
- 31.2** The duration of the leave of absence shall not be more than (1) one school year at a time nor less than (1) one student term.
- 31.3** Said leave will in no way exempt the employee on leave from reduction consistent with the reduction of employee provisions of this Agreement.
- 31.4** Timelines for Application: Employees must meet the following timelines to request a leave of absence by submitting the appropriate paperwork to Human Resources.
- 31.4.1 Employees must apply for a full-year leave of absence or a leave of absence for the first semester of the following school year by February 1. The District will notify the applicant in writing of the action taken by March 1.
- 31.4.2 Employees must apply for a leave of absence for the second semester of any school year no later than December 1. The District will notify the applicant in writing of the action taken by January 1.
- 31.4.3 In extenuating circumstances, employees may apply for a leave of absence no later than thirty (30) days prior to the first day of the requested leave of absence.
- 31.5 Return from Leave**
- 31.5.1 Employees returning from a one (1) year leave of absence shall be offered a position at the building occupied prior to the leave of absence, provided that said position has not been affected by a loss in student enrollment or a change in instructional program.
- 31.5.2 Employees returning from a leave of absence longer than one (1) year in length shall be offered a position in the District for which the employee holds the appropriate certification.
- 31.6** Employees on leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the leave of absence or the remainder of the year for which leave is granted, seniority and salary placement will be reinstated at the level accrued at such time as the leave was granted or at the level agreed upon in a successor Agreement.
- 31.7** Employees on a leave of absence may have access to insurance as provided by the Health Care Authority School Employees Benefit Board.

- 31.8 Childcare/Parental Leave:** In the event that childcare/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 their prior employment assignment at an earlier time mutually acceptable with the Superintendent or designee.
- 31.9 Timeline for Employees on Leave:** Employees on a leave of absence must notify Human Resources by February 1 of the year they are on leave of their intent to return, request an extended leave, or resign from the District.
- 31.10 Short-Term Personal Leave of Absence:** Employees may be granted a short-term personal leave of absence without pay of up to five days with the approval of the Superintendent or designee.
- 31.11 Medical Leave of Absence of Less than One Term.** Employees unable to perform the duties because of personal illness, maternity, or other disability may be granted a medical leave of absence of less than one student term without pay with the approval of the Superintendent or designee. 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 or designee and with written permission of their medical provider.

## **Article 32 Association Leave & President Release Time**

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

- 32.1** The Association President will be granted at least .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 assignment options for the partial assignment.
- Upon returning from leave, the Association President will be offered a position at the 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.
- 32.2** Nothing in this Agreement will detract or negate any and all rights and privileges that would accrue to the Association president had they been employed on a full-time basis.
- 32.3** The request for an Association President's leave shall be made following the election no later than May 30 of the preceding school year.
- 32.4** 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.
- 32.5** The Association will have a pool of thirty (30) days of leave for the President or 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. Less than half-day increments may be taken for the purpose of Association participation in the formal program provided by the District for the orientation of new employees or when otherwise mutually agreed upon. 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. In determining which employees will use this leave, the Association will consider how individual buildings are impacted. 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 Association bargaining team.

- 32.6** In the event an Association 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 33 Release Time**

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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 or designee at least five (5) days in advance.

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

### **Article 34 Other Leaves**

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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, but are not limited to:

- 34.1** Leave as defined by the Family Medical Leave Act (FMLA) and Washington Paid Family and Medical Leave (PFML). Employees may choose to use their employer provided time off (i.e.: sick leave, discretionary personal leave) when used during an approved PFML leave. If employees wish to utilize employer time off concurrently with PFML as a supplemental benefit the PFML claim must first be approved by the Employment Securities Department.
- 34.2** Military leave as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 34.3** Domestic Violence leave as defined by the RCW 49.76.
- 34.4** Adoption/Foster Parent Leave.

- 34.4.1 May be granted to either or both parents for a period of five (5) days with pay. Such leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the placing agency.
- 34.4.2 Employees who adopt and/or foster a child(ren), may take up to twenty-five (25) days of sick and/or personal leave for initial care of the child(ren). When both adoptive and/or foster parents are employed by the District, such leave can be used consecutively.

**34.5 Breaks for Lactation/Expression of Milk:** The District shall provide a reasonable break time for an employee to express breast milk for two years after the child’s birth each time the employee has need to express the milk and provide a private location, other than a bathroom, which may be used by the employee to express breast milk. If there is not a space for the employee to express milk, the District shall work with the employee to identify a convenient location and work schedule to accommodate the employee’s needs. See RCW 43.10.005.

**Article 35 Leave Sharing**

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**35.1** 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 an employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, impairment, or physical or mental condition, an employee who has been called to service in the uniformed services or an employee who is a victim of domestic violence, sexual assault or stalking.

Such a program is intended to extend leave benefits to an employee who would otherwise have to take or would likely have to take leave without pay, or terminate their employment with the District.

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

- 35.2.1 The employee must be on an approved leave of absence; and
- 35.2.2 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
- 35.2.3 The employee has diligently pursued and has been found to be ineligible for industrial insurance benefits, as applicable; and
- 35.2.4 The employee has abided by the District’s sick leave policies and has depleted or will shortly deplete all of their leave balances or sick leave reserves; and
- 35.2.5 The employee has not received more than five hundred twenty-two (522) days of shared leave during total District employment; and

- 35.2.6 Absent shared leave, the employee would have to take leave without pay, or terminate their employment with the District; and
- 35.2.7 The employee has provided documentation from an 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(s).

**35.3 Shared Leave Donations:** To make a donation to the District’s Shared Leave Program, an employee must meet the following requirements:

- 35.3.1 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.
- 35.3.2 A “day” of sick leave is determined by the length of the donating employee’s regularly scheduled work hours per day.
- 35.3.3 The donated sick leave conversion shall be calculated on an hourly basis. Each day shall consist of the donating employee’s regularly scheduled workday at the time of conversion.
- 35.3.4 A donating employee’s leave balance will be reduced by the number of days (converted to hours) donated to the leave sharing program.
- 35.3.5 All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.
- 35.3.6 Sick leave donations will be withdrawn from the donor’s sick leave balance only as needed and used by the designated recipient.
- 35.3.7 Donations shall be withdrawn from a donor’s sick leave balance in date order received.
- 35.3.8 Employees will be notified if any or all of their donated leave is not needed by the designated leave recipient, and such excess donations will not be charged against the employee’s leave balance.
- 35.3.9 Certificated employees may donate sick leave to classified employees and classified employees may donate sick leave to certificated employees.

**35.4 Shared Leave Application Process:** The employee seeking shared leave must submit a completed “Application to Receive Shared Leave Form” as indicated on the form.

- 35.4.1 A request for leave donors will be sent to all employees of the District unless the employee seeking shared leave specifies a worksite or worksites for such requests.

35.4.2 Employees who wish to donate leave to an approved employee in need of shared leave must submit a completed Application to Donate Leave Form as indicated on the form.



## PART V - INSTRUCTIONAL MATTERS

### Article 36 Planning Time

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**36.1** For the purposes of this section, “elementary” applies to pre-school through grade five (5), and “secondary” applies to grades six (6) through twelve (12).

36.1.1 Elementary certificated employees directly involved in full-time classroom instruction may use any time during which a music, physical education, librarian or other specialist is in charge of their assigned students as preparation time. Elementary preparation time will be 180 minutes each five (5) 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 employee 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, P.E. teachers and other specialists. 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).

36.1.2 All secondary certificated employees directly involved in full-time classroom instruction in a six (6) period day shall have at least one (1) full class period of preparation time during each instructional school day.

36.1.3 All secondary certificated employees directly involved in full-time classroom instruction in schools with a seven (7) period day, modified or alternating block schedule, shall receive the equivalent of at least five full class periods of personal preparation time, and additional structured or collaborative planning time over the course of the week.

Structured or collaborative planning time may include working on School Improvement Plan goal or activity; conducting business related to ASB, department chair and/or LIT responsibilities; attending a staff meeting in lieu of an after school staff meeting; preparing for advisory lessons; meeting with your evaluator; participating on a PLC, grade level, or department team; participating in state required training (SBA, etc.); participating in instructional rounds, book studies, professional development activities, etc.

**36.2 Part Time Employees:** Preparation time for part-time employees will be prorated by FTE.

**36.3 Loss of Planning Time, Elementary:** Elementary teachers directly involved in full-time classroom instruction whose planning time is reduced below the time established in Section 36.1 (Planning Time) in a five (5) day period because of an administrative request or administratively required schedule adjustment (i.e., assemblies, concerts, State

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.

**36.4 Loss of Planning Time, Secondary:** Secondary teachers who lose a planning period because of an administrative request or administratively required schedule adjustment (i.e., assemblies, State 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.

**36.5 Covering Classes, Elementary:** Whenever a substitute is not available for a classroom teacher and an employee is asked by an administrator/designee to cover the class or class period of another employee during their planning time or workday, the covering employee will be compensated at the professional rate unless the building administrator provides an alternate plan to restore said reduced time. Time paid will be prorated to the nearest quarter of an hour for time so worked.

Whenever a substitute is not available for a classroom teacher and an employee is asked by an administrator/designee to take into their classroom some or all students of another employee when that employee is absent from the building, the covering employee shall be paid at the professional rate, prorated to the nearest quarter of an hour for time so worked. The District will exhaust all other options prior to combining classes.

This provision is not intended to apply to situations when an employee voluntarily covers a class as a favor for a colleague.

**36.6 Covering Classes, Secondary:** Whenever a substitute is not available for a classroom teacher and an employee is asked by an administrator/designee to cover the class or class period of another employee during their planning time or workday, the covering employee will be compensated at the professional rate unless the building administrator provides an alternate plan to restore said reduced time.

This provision is not intended to apply to situations when an employee voluntarily covers a class as a favor for a colleague.

## **Article 37 Staff Meetings**

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

**37.2** Emergency Staff Meetings: Emergency meetings are exempt from the thirty minute beyond the workday limit, but shall only be used for exceptional cases.

**37.3** Part-time employees are expected to make arrangements with their building administrator to attend regular staff meetings. Attendance is limited to the total time of the meeting prorated by FTE. The employee and their administrator will mutually decide how this requirement is applied by choosing one of the following options for the year:

- 37.3.1 The part-time employee will attend all of the meetings scheduled during the year prorated by their FTE. Example: A .5 FTE teacher would attend half of all meetings for the entire scheduled time.
- 37.3.2 The part-time employee will attend a portion of all meetings for a prorated amount of time. Example: A .5 FTE teacher would attend all staff meetings, but would be excused half way through the meeting.
- 37.4** If the building administrator would like to request a part-time employee be present for all staff meetings or for the entire time, they have the option to compensate the employee at the professional rate for the remaining non-contracted time.

## **Article 38 Elementary Workload**

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It is the policy of the District to maintain a student-teacher ratio that is both educationally sound, considering state class size recommendations, and within the ability of the District to finance. Building principals will keep class sizes within each grade level, subject or period as balanced as possible in regards to total students with ML needs, behavioral and academic needs, and students with 504s or IEPs.

Teachers will meet and confer with their administrator when they believe the class composition is not balanced equitably between grade level teachers. Teachers will have an opportunity to review final rosters before they are published to families.

### **38.1 Elementary Class Size**

38.1.1 Class size relief triggers for elementary are as follows:

Kindergarten & Grade 1	22 or more
Grades 2-3	24 or more
Grades 4-5	28 or more

38.1.2 Split classes: maximum of the lower class

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

**38.2 Elementary Classes:** Class size will be calculated on the fifteenth (15) school day of each quarter. Each quarter the teacher will have a choice of one of the following remedies for each overload count day:

38.2.1 \$540.00 per overload student; or

38.2.2 One-half day of planning per overload student (if a teacher selects additional planning time, they will work with the building administrator to arrange when the time will be used); or

38.2.3 1 hour of paraeducator time per overload student per week; or

38.2.4 other remedies as determined by the Principal and teacher(s) and approved by the Superintendent.

- 38.3 Elementary Specialist Workload:** In addition to the minimum weekly minutes of elementary planning described in Section 36.1, elementary specialists will receive one (1) ten (10)-minute break per day opposite a scheduled planning time of at least 30 minutes in length. Elementary specialists moving from classroom to classroom within a building shall have reasonable transition time, determined by the location of classrooms and instructional materials, built into the schedule as determined by the specialist and principal.
- 38.4** After the initial staffing allocation each spring, the principal, in consultation with all certificated employees, will prioritize the placement of employees 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.
- 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.
- 38.5** If the general education class overload includes a home school and/or self-contained student(s) who is in the general education classroom for two or more subject areas (Science, Social Studies, Math, Writing or Reading) the student(s) will be considered part of the count for the purpose of determining overload.
- 38.6** Self-contained special education students, who are being introduced to the general education classroom and routines, may be attended by a special education paraeducator for an initial transition period, with the goal being to reduce and ultimately eliminate the paraeducator's time in the classroom. The general education teacher will be responsible for the grades and curriculum for that student. The specialty teacher will work closely with the general education teacher to ensure the best possible placement and supports for the student.

## **Article 39 Secondary Workload**

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After the initial staffing allocation each spring, the principal, in consultation with all certificated employees, will prioritize the placement of employees 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.

- 39.1** Class size will be calculated on the fifteenth (15) school day of each quarter.
- 39.2 Middle School Classes:** Teachers qualify for one of the two remedies listed below.
- 39.2.1 Teachers who have 146 or more students in 5 academic classes and PE teachers who have 171 or more students will receive \$560. This does not include music classes. When Health and Fitness are taught as a combined course the trigger for overload will be determined by using a ratio of academic and PE courses.
- 39.2.2 Teachers who have 30 or more students in any academic class or 35 or more students in a PE class will receive \$140 for each class at or over 30 (academic) or 35 (PE) students. When Health and Fitness are taught as a single course, the

overload remedy will be half of what is described above unless the course has 35 or more students. This does not include music classes.

### **39.3 Comprehensive High School Classes, excluding PE and Music**

Teachers qualify for one of the two remedies listed below.

39.3.1 Teachers who have 156 or more students in 5 academic classes will receive 1.25 additional planning days or \$560.

39.3.2 Teachers who have 33 or more students in any academic class will receive one quarter of an additional planning day or \$140 for each class at or over 33 students.

### **39.4 Comprehensive High School Classes—PE**

Teachers qualify for one of the two remedies listed below.

39.4.1 Teachers who have 179 or more students in 5 physical education classes will receive 1.25 additional planning days or \$560.

39.4.2 Teachers who have 39 or more students in any physical education class will receive one quarter of an additional planning day or \$140 for each class at or over 33 students.

### **39.5 Comprehensive High School—Double Prep**

Administration imposed double prep will receive \$500, triple prep \$750. Before a teacher is assigned more than one prep in a class period, the teacher will meet with the principal or principal's designee to discuss the needs of students and/or the academic program that precipitates a teacher possibly being assigned multiple preps in a single period.

The descriptors listed below will guide the process for determining when dual and/or triple prep language applies. These descriptors include, but are not limited to:

39.5.1 The class period has distinctly different groups of students that require separate instruction, not different ability levels within the same content area (for example, Advanced Placement).

39.5.2 Independent Study and Teacher Assistants are not considered multiple preps.

39.5.3 This contract provision applies to core curriculum classes (Language Arts, Social Studies, Math, Science). Therefore, CTE, Arts, Foreign Language, and Special Education classes are not eligible for this stipend unless extenuating circumstances exist.

39.5.4 To be eligible for this stipend, the multiple preps must be assigned by the principal or designee.

39.5.5 Teachers who specifically request multiple preps are not eligible for this stipend.

### **39.6** Because classroom safety is a priority with teachers and the District, teachers may request administrative assistance to address the types of situations listed below. Solutions to

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

- 39.6.1 When chemicals or substances used in class (such as art and science) create safety concerns;
- 39.6.2 When student use of equipment, such as P.E. weight lifting equipment, creates safety concerns; and
- 39.6.3 When the ratio of science lab stations-to-students in a classroom creates safety concerns.

### **39.7 Middle School Responsibilities**

The District will make every effort to assign extra supervision responsibilities (e.g. bus duty, hall duty, etc.) on an equitable basis. Extra supervision responsibilities will not exceed 10 minutes each week. After school extra supervision responsibilities will not be assigned as long as the middle school student day is longer than the high school student day.

## **Article 40 Special Education Workload**

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**40.1** Special Education teacher caseload numbers will be calculated on the fifteenth (15) school day of each quarter and will be prorated for partial FTE employees. Special Education teacher caseload is the number of IEPs the employee is responsible for writing.

40.1.1 Caseload triggers for special education teachers are as follows:

Preschool Extended Day	9 or more
Early Childhood (Preschool)	11 or more per session
Elementary Resource	24 or more
Elementary Specialty or SEBS	9 or more
Middle School Resource	24 or more
Middle School Life Skills	11 or more
High School Resource	26 or more
High School Supported Resource	16 or more
High School Life Skills	11 or more
Transition Learning Center	11 or more

40.1.2 Special Education Caseload Relief: Each count day the teacher will have a choice of one of the following remedies for each overload count day:

40.1.2.1 \$405.00 per overload student; or

40.1.2.2 One-half day of planning per overload student (if a teacher selects additional planning time, they will work with the building administrator to arrange when the time will be used); or

40.1.2.3 1 hour of paraeducator time per overload student per week; or

40.1.2.4 other remedies as determined by the Executive Director of Student Services and teacher(s) and approved by the Superintendent.

40.1.3 Teachers within a school may agree to have more students on their caseload than the contract allows, so that other teachers within the same school may have reduced total numbers. This allowed overage must be in the best interest of students and approved by the building Principal. The Executive Director of Student Services must approve caseloads of two (2) or more above the caseload trigger when the overload would otherwise be resolved by assigning those students to another case manager.

Individual teachers affected by such a configuration who exceed contractual class size triggers will receive the contractual remedies. Disputes in determining an equitable distribution of caseloads will be resolved by the Executive Director of Student Services.

40.1.4 Early Childhood (Preschool) classrooms will have a maximum of fifteen (15) total students per session, inclusive of students with IEPs and peer models. If a class has sixteen (16) or more students the District and Association will meet to determine a remedy, which may include additional compensation, paraeducator time and/or supplies.

**40.2 ESA Caseload:** The Executive Director of Student Services and ESA Team Leads will collaborate on caseload assignments, taking into consideration the number of cases, complexity of the cases, and number of work sites of each employee.

40.2.1 Caseload numbers will be calculated on the fifteenth (15) school day of each quarter, and will be prorated for partial FTE employees.

40.2.2 Caseload ratios for Special Education ESAs are as listed below. These ratios are determined by dividing the specified District ESA FTE by the District IEPs the specified ESAs are responsible for.

Occupational Therapist (OT)	more than 1:35
Physical Therapist (PT)	more than 1:35
Speech and Language Pathologist (SLP)	more than 1:45

40.2.3 Special Education ESA Overload Relief: Each count day the ESA will have a choice of one of the following remedies for each overload count day:

40.1.2.1 \$405.00 per overload student; or

40.2.3.2 One-half day of planning per overload student (if a teacher selects additional planning time, they will work with the building administrator to arrange when the time will be used); or

40.2.3.3 1 hour of paraeducator time per overload student per week; or

40.2.3.4 Other remedies as determined by the Executive Director of Student Services and teacher(s) and approved by the Superintendent.

**40.3** Nurse and Psychologist caseload targets are as listed below. These ratios are determined by dividing the specified District ESA FTE by the District student head count. Should the ratio exceed this target the District will collaborate with impacted employees and supervisors regarding possible support.

Nurse	1:800
Psychologist	1:950

**40.4** Counselor and Social Worker ESA caseload targets are as listed below. These ratios are determined by dividing the specified school ESA FTE by the school student head count. Should the ratio exceed this target the District will collaborate with impacted employees and supervisors regarding possible support.

Elementary Counselor	1:550
Middle School Counselor	1:375
High School Counselor	1:375
Social Worker	1:1,600

**40.5 Case Management Time (CMT):** Case management responsibilities require special education teachers to participate in non-instructional duties in order to fulfill the legal requirements of an IEP. These responsibilities may include but are not limited to: monitoring student progress and program planning; collaborating with general education teachers; meeting/communicating with parents; collaborating with program specialists, instructional coaches, paraeducators, or related services employees; and consulting/observing other special education teachers.

40.5.1 Elementary Resource, Middle School Resource, and SEBS Teachers will be provided one (1) day of release time each quarter for CMT.

40.5.2 Specialty and Life Skills Teachers will be provided one (1) day of release time each month September through May for CMT.

40.5.3 High School Resource Teachers will be provided CMT during each scheduled advisory period and will not be assigned students during this period.

40.5.3 With the exception of activities directly related to their area of expertise, nurses, OTs, PTs, psychologists, and SLPs will be released from building directed activities prior to the start of the school year. The purpose of this time is to ensure timely implementation of IEP/504/IHP plans and communication with general education teachers about student accommodations.

**40.6 Co-Teaching:** Special Education and General Education teachers who participate in co-teaching will be paid for up to seven (7) hours annually at the professional rate for collaboration time, unless both teachers share a common planning period.

**40.7 Additional Day:** ESAs and special education teachers will be assigned one (1) extra day of work each year prior to the start of school at the employee’s per diem rate. The day will be equally divided between District directed professional development and self-directed preparation to ensure timely implementation and coordination of services prior to the first day of school.



- 40.8 ESA Team Leads.** ESA Team Leads will provide orientation and mentoring of new employees; collaborate with employees to determine professional development needed on an annual basis; plan, facilitate and coordinate with the Executive Director for department meetings; review, monitor, and make recommendations to the Executive Director regarding department issues and/or services; and collaborate with the Executive Director on workload issues and other concerns from the department.
- 40.8.1 ESA Team Leads, Student Services Program Specialists, and the Executive Director of Student Services will meet at least monthly unless otherwise mutually agreed upon.
- 40.8.2 The following ESA groups shall select a team lead:
- 40.8.2.1 Elementary Counselor,
  - 40.8.2.2 Secondary Counselors,
  - 40.8.2.3 Nurses,
  - 40.8.2.4 OTs/PTs,
  - 40.8.2.5 Psychologists,
  - 40.8.2.6 Speech Language Pathologists.
- 40.8.3 ESA employees who perform team lead responsibilities will receive a stipend of .028 multiplied by the base of BA 0,0. Should multiple employees share team lead responsibilities, the stipend shall be shared equally between the employees sharing the responsibilities.
- 40.9 ESA Work Area:** ESAs will be assigned a work area appropriate for the responsibilities outlined in their respective job descriptions in each building in which they serve students. This area will be clean and ready for use at all regularly scheduled times. When conflicts cannot be avoided, the administrator will notify the involved employee(s) in advance and will make every effort to arrange for an alternative work area during that time.
- 40.10 Nurse Qualifications:** Unless the District is unable to hire a qualified ESA-eligible school nurse in a timely manner, school nurses shall be certificated employees and hold an ESA certificate or be ESA-eligible.
- 40.11 Individual Health Plans:** Nurses will be provided one (1) release day or 7.5 hours at the professional rate for every 10 Individual Health Plans (IHP) managed beyond 65 IHPs.
- 40.12 Health Professional Licenses:** The District will reimburse OTs, PTs, SLPs and Nurses who maintain a Washington State Health Professional License the cost of the license. Reimbursement will be for the standard renewal fee and will not include additional fees such as late renewal, inactive license renewal or duplicate license. Requests for reimbursement will be in accordance with District Procedures.
- 40.13** ESAs who work outside of their contracted hours to cover for absent ESA employees or fill-in for temporarily unfilled ESA positions will be paid at the Professional Rate. Extra work must be preapproved by the Supervisor.

**40.14 Special Education Joint Committee:** The Special Education Joint Committee members will be responsible for soliciting feedback and input from their constituencies. The Joint Committee will:

- A. solicit and review feedback on District professional development,
- B. review caseload data and equity of special educator caseloads,
- C. review systemic teacher concerns,
- D. identify areas of practice to replicate,
- E. ensure clear communication, and planning regarding the special education co-teach model,
- F. review vertical alignment.

40.14.1 One (1) Association representative and one (1) District representative shall serve as co-facilitators who will create agendas and share facilitation of meetings.

40.14.2 The Joint Committee will meet four times a year, ideally in September, December, March and June.

40.14.3 The Joint Committee will have the following composition, with other employees or administrators joining on an as-needed basis:

- 1. Secondary Life Skills Special Education Teacher
- 2. Secondary Resource Special Education Teacher
- 3. Elementary Life Skills Special Education Teacher
- 4. Elementary Resource Special Education Teacher
- 5. One specialized education program representative from the following programs:
  - Social Emotional Behavior Skills (SEBS)
  - Pre-School
- 6. One Program Specialist
- 7. Student Services Administrator
- 8. Secondary Administrator
- 9. Elementary Administrator
- 10. Teaching and Learning Administrator

40.14.4 The six (6) Association members of the Joint Committee shall be compensated for a maximum of eight (8) hours per employee at the professional rate for meetings attended outside of the regular workday.

## **Article 41 Student Discipline**

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All matters related to student discipline are subject to the terms and limitations of applicable laws. Nothing contained herein shall be construed to deny or restrict to any employee such rights as provided under applicable laws and regulations.

**41.1** Prior to the start of the school year each Learning Improvement Team will designate another representative group (i.e.: MTSS, PBIS, Tier 1 teams) who will use the Shared

Decision-Making Model as described in Article 20, to review, discuss, and update their framework of behavior interventions. This process will include a review of the previous year's data for disproportionality and steps to address any disproportionality. The framework of behavior interventions will be consistent with state law and will minimally include universal practices for behavior interventions and support, teacher-managed and administrator-managed behaviors, and other forms of discipline that must be utilized before classroom exclusion can be exercised. This framework of behavior interventions will be rooted in best practice, collaboratively developed and maintained, and easily accessible to all employees.

- 41.2** Prior to the start of the school year each school staff will receive training on Board Policy 3241, which includes the discipline matrix, continuum of discipline responses, and the student discipline procedures.
- 41.3** Employees will receive professional development at least annually on student discipline that will include best practices for interventions and support.
- 41.4** If an administrator will not be in a building there will be a plan in place for how student discipline matters or emergencies will be addressed.
- 41.5** If an employee needs additional support to assist a student in meeting behavioral expectations, the employee should first attempt to resolve concerns through simple, direct or assisted communication with the building administrator.

If this does not resolve the situation, the employee may request a meeting that minimally includes an administrator, the employee, an Association representative and an additional person with expertise to engage in the conversation. This meeting will take place within five school days of the request unless another date is mutually agreed upon by all parties.

- 41.6** When a school receives information that a student has a history of disciplinary actions, of criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of educational staff or other students, the school will provide this information and safety planning needs as soon as reasonably possible to the student's teachers and any other personnel who, in the judgment of the principal, supervises the student or for security purposes should be aware of the student's needs.
- 41.7 Classroom Exclusions**

- 41.7.1** Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action.
- 41.7.2** Following a classroom exclusion in which the assistance of an administrator is requested, in no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the administrator or designee and the employee have conferred. The administrator or designee and the employee will confer in order to debrief the situation, consider appropriate supports to assist the student in meeting behavioral expectations, and agree upon a plan to notify the student's parents regarding the classroom exclusion as soon as reasonably

possible. The administrator or designee and the employee will confer when the employee is not supervising students, which might be before or after school, during a prep period or while another staff member provides class coverage.

- 41.7.3 In addition to classroom exclusions, the administrator and employee will agree upon a plan to notify the parents of the student principally involved anytime a class is removed from the classroom leaving a student behind. Exclusion does not include students with interventions previously determined or comprehensive behavior plans.
- 41.8** Prior to a student reengagement meeting following a long term suspension as defined in WAC 392-410-710, involved employees will have the right to provide input on the re-engagement plan, participate in the re-engagement meeting with the student and family, or receive a copy of the re-engagement plan, and the opportunity to discuss implementation of supports identified in the re-engagement plan.
- 41.9** If a student and/or family appeal a student's discipline, the involved employee will be notified of the request for an appeal.

#### **Article 42 Classroom Visitation**

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

## **PART VI – CLASSROOM TEACHER AND CERTIFICATED STAFF EVALUATION**

### **Article 43 Introduction**

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- 43.1** Staff members are professionals who seek to grow and care about students and their learning. Staff and Administration have a shared responsibility to give and accept constructive feedback under the professional growth model evaluation system. Administrators are encouraged and welcomed to visit/pop-in the employee's instructional setting or office throughout the year regardless of evaluation cycle the employee is on.
- 43.2** Both parties agree that the evaluation system is to be implemented in a manner consistent with good faith, collaboration and mutual respect, and as defined in RCW 28A.405.110.
- 43.3** Classroom Teachers will be evaluated with the District's 4-Tiered Rubric Evaluation System based on the eight (8) State Evaluation Criteria and Marzano's Instructional Framework for Teachers, as approved by OSPI. The state evaluation criteria are:
- A. Centering instruction on high expectations for student achievement,
  - B. Demonstrating effective teaching practices,
  - C. Recognizing individual student learning needs and developing strategies to address those needs,
  - D. Providing clear and intentional focus on subject matter content and curriculum,
  - E. Fostering and managing a safe, positive learning environment,
  - F. Using multiple data elements to modify instruction and improve student learning,
  - G. Communicating and collaborating with parents and the school community, and
  - H. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
- 43.4** Certificated Support Personnel including but not limited to Counselors, Deans of Students, Teacher-Librarians, OTs, PTs, Psychologists, SLPs, Nurses, Social Workers, Instructional Coaches, and Program Specialists, will be evaluated with the District's 4-Tiered Rubric Evaluation System. To provide a relevant and meaningful evaluation framework, these positions will be evaluated with a Modified Marzano Instructional Framework as appropriate to the employee's position. The four domains are:
- A. Instructional Support Strategies and Behaviors
  - B. Planning and Preparing
  - C. Reflecting on Teaching
  - D. Collegiality and Professionalism
- 43.5** The District and Association agree they will follow all relevant laws and regulations.

## Article 44 Definitions

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- 44.1** “Classroom teachers” shall mean certificated employees who are providing academically focused instruction to students where student growth goals measure the change in student achievement between two different points in time. This shall mean, but not be limited to, general education classroom teachers, special education teachers, music and P.E. teachers. Classroom teachers as defined here will be evaluated on the “TPEP system.”
- 44.2** “Certificated Support Personnel” shall mean but not limited to Counselors, Deans of Students, Teacher-Librarians, OTs, PTs, Psychologists, SLPs, Nurses, Social Workers, Instructional Coaches, and Program Specialists. Non-Classroom Instructional Support Personnel as defined here will be evaluated on the “Non-TPEP system.”
- 44.3** “Artifacts” shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- 44.4** “Comprehensive Evaluation” shall mean, for classroom teachers, this encompasses all eight criteria and student growth rubrics embedded in criteria 3, 6, and 8, and also includes a student growth impact rating separate from the final summative score of eight criteria. For certificated support personnel, they will be evaluated on all 4 domains. The comprehensive evaluation must be completed at least once every six (6) years.
- 44.5** “Criteria” shall mean one of the eight (8) state defined categories to be scored for TPEP evaluation, or one of the four (4) domains in the Non-TPEP evaluation.
- 44.6** “Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics. The evaluator shall assist the employee by providing support and resources and in gathering the evidence needed.
- 44.7** “Evidence” shall mean examples or observable practices of the employee’s ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror the National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from anonymous sources shall not be used as evidence. Survey information from students and parents are at the discretion of the employee.
- 44.8** “Focused evaluation” shall mean the required annual performance evaluation for continuing status certificated employees who have received a final summative evaluation rating of proficient or distinguished on their most recent Comprehensive Evaluation. A Focused Evaluation will specify one criterion (for classroom teachers) and one category to be evaluated throughout the school year. Classroom teachers on Focused Evaluations will not receive a student growth impact rating but will monitor growth and achievement during the year.
- 44.9** “Goal setting conference” shall mean the employee and evaluator meet to discuss goals, the self-reflection and clarify any questions and concerns surrounding the evaluation process.

- 44.10** “Inter-rater reliability” shall mean the extent which the scores between the raters have consistency and accuracy against predetermined standards. These standards are the instructional frameworks and rubrics that define the basis for the summative criterion level scores.
- 44.11** “Not Satisfactory” shall mean:
- 44.11.1 Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers or certificated support personnel.
  - 44.11.2 Level 2: Basic – If the classroom teacher or certificated support personnel is on a continuing contract with more than five years of experience in the bargaining unit and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period.
- 44.12** “Observation” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics. As appropriate, the evaluation of the employee may include the observation of duties that occur outside of the classroom setting. The District must ensure all employees are observed at least twice each school year for a total of no less than sixty (60) minutes. This will consist of at least one (1) formal observation and may include a number of pop-in visits.
- 44.12.1 “Formal Observation” shall mean an observation that is preceded by a planning and reflection conference with the employee and followed-up with a post-observation conference. Formal observations are the primary method of collecting evidence that will be used as a source of data for the comprehensive evaluation and a rich source of feedback to employees regarding their instructional practice and professional growth. The formal observation consists of an observation of at least 30 minutes. Formal observations shall be conducted in the performance of their majority work assignment unless mutually agreed upon by both parties.
  - 44.12.2 “Informal Observation (Pop-ins)” shall mean an observation that is announced or unannounced and may vary in length of time. These observations are useful for providing additional feedback to employees, acknowledging professional growth, and collecting additional evidence. There is no planning or reflection conference. Informal observations do not require additional meetings or paperwork for the employee unless the evaluator or employee has need for further clarification on evidence or scoring. If the observation is documented, a copy will be provided to the employee in a timely manner. The employee may request a post-informal observation conference to discuss the informal observation. An evaluator may conduct any number of informal observations.
  - 44.12.3 “Targeted Observation” shall mean observation conducted, lasting 5-10 minutes, targeting evidence for a single element. This observation is conducted

at a specific time that is agreed upon by the evaluator and the employee based on when the targeted element will be used during classroom instruction.

- 44.13** “Pre-Observation Conference” shall mean a time for the employee and evaluator time to discuss the lesson prior to the formal announced observation. During this time, employee and evaluator discuss the lesson/session, engage in collaborative decision making, clarify expectations and identify areas where specific feedback will be provided.
- 44.14** “Provisional Staff member” shall mean employees who are in their first, second or third year of employment with the District, and who are provisional staff members within the meaning of RCW 28A.405.220, shall be evaluated and, if appropriate, non-renewed in accordance with the requirements of that statute.
- 44.15** “Summative Rating” shall mean the four (4) performance levels applied using the four-level rating system: Level 1= Unsatisfactory (EMERGING), Level 2= Basic (DEVELOPING), Level 3 = Proficient (APPLYING), and Level 4= Distinguished (INNOVATING). Rating descriptions are State defined; terms in parentheses are Marzano specific language.

## **Article 45 Timelines**

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This is intended to provide an overview of significant dates and timelines, please review specific provisions for additional information.

1. By September 15
  - Evaluator shall notify all employees of the initial type of evaluation to be used either comprehensive or focused.
  - Employees with multiple supervisors shall also be notified who shall be their evaluator.
  - Employees can request to be on a Comprehensive evaluation, must be done in writing.
2. Any time after October 15
  - Provided that the employee was previously given a Structured Growth Plan and whose work is judged not satisfactory based on the evaluation criteria shall be placed on probation for no less than sixty (60) workdays and notified in writing.
3. Within 6 weeks of the start of school
  - Administrators will review evaluation procedures with employees.
4. First 90 calendar days
  - Formal observations of new hires must occur.
5. Before Winter Break
  - Staff on Comprehensive must have their first observation.
6. By December 15 or the last day before winter break whichever comes first
  - Last day to move employee from a focused evaluation to comprehensive evaluation.
7. No later than February Mid-Winter Break
  - Mid-year reflective conference must occur for all employees.
8. Not before April 15 and no later than June 1
  - Summative Evaluation Conference



- Receive Final Evaluation Rating
  - All statutory required observations (60 minutes for most/90 minutes for Provisional Year 3) must be completed.
  - Additional observations may still take place.
9. Prior to May 1
- Final Formal Observation must occur, unless mutually agreed upon by the evaluator and employee.
10. Before May 15
- Probationary Period Concluded for those on Plans of Improvement
11. May 15
- Possibility of Probation extending.
  - Notice of discharge must be given to the impacted employee.
12. No Later Than June 1
- Annual Evaluation Conference between the employee and evaluator.

## **Article 46 General Provisions**

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### **46.1 Responsibility for Evaluation**

- 46.1.1 Within each school, the principal and/or qualified and trained designee shall be responsible for the evaluation of employees assigned to that school. When a staff member is assigned to more than one school or to a District program, the building and program administrator shall determine which supervisor is responsible for evaluating the staff member.
- 46.1.2 On request, employees may be assigned an additional evaluator along with the current evaluator.

### **46.2 Training**

- 46.2.1 Ongoing professional development regarding the evaluation system will be provided for certificated employees new to the District and made available to current staff. Each teacher and certificated support personnel shall receive adequate professional development to comprehend the framework and understand the evaluation process. Such professional development shall be provided as follows: Each newly hired employee shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the employee's position and track in the evaluation cycle as soon as possible after hiring.
- 46.2.2 No administrator, principal, or other supervisory personnel may evaluate a teacher and certificated support personnel without having received training consistent with RCW 28A.405.120.

- 46.2.3 By September 30, each building principal or supervisor will hold a general certificated employees meeting or hold individual conferences to review evaluative criteria and procedures.
- 46.3** Certificated Classroom teachers and certificated support personnel as defined by WAC 392.191A.030 shall be placed on either the Comprehensive or Focused Evaluation strand. Said notification will take place prior to September 30.
- 46.4** All observations shall be conducted openly. Electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the employee.
- 46.5** If an employee files a grievance relative to implementation of any section of this Article, the District shall not be prevented from proceeding with such implementation pending resolution of the grievance. If a grievance involves evaluation, only alleged procedural or factual errors are appropriate for arbitration.
- 46.6** All forms for the evaluation process will be mutually agreed upon by the District and Association.

## **Article 47 Procedures**

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- 47.1** Self-evaluation and Goal setting conference
- 47.1.1 Self-Assessment: All teachers and certificated support personnel prior to the Goal Setting Conference, will complete a Self-Assessment form. The Self-Assessment shall not be used as an artifact or evidence.
- 47.1.2 Goal Setting Conference: Prior to the first formal observation and using the last year's evaluation, if available, and the current year's goal setting form, the evaluator and employee will have a collaborative discussion regarding this year's goals. The employee will choose where they want to show growth or deepen proficiency. The evaluator has final approval of these goals.
- 47.2** Observations
- 47.2.1 All observation(s) and gathering of evidence related to the evaluation process shall be conducted openly and with the knowledge of the employee.
- 47.2.2 When and where conversations and follow-ups occur before and after observations will be by mutual consent.
- 47.2.3 Each employee will be observed at least twice each year, with a total observation time of not less than sixty (60) minutes.
- 47.2.4 An employee in the third year of provisional status as defined in RCW [28A.405.220](#) shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall not be less than ninety (90) minutes.
- 47.2.5 First Evaluation of Year

- 47.2.5.1 New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
- 47.2.5.2 For all other employees the first observation will take place prior to the December winter break unless mutually agreed upon by the evaluator and employee.
- 47.2.6 Formal observations dates and times will be scheduled in advance. The observations will occur no later than five (5) workdays after the pre-observation unless mutually agreed upon between evaluator and employee. Cancellation of Pre and/or Post meetings and observations by evaluator or employee should only occur under emergency circumstances. This conference, the observation and the post observation conference should be pre-scheduled and should be conducted in a timely manner. (1-5 workdays preceding and following the observation.) If formal observations will occur over several days the post-observation conference will occur at the end of the series.
- 47.2.7 The purpose of the pre-observation conference is to discuss such matters as the professional activities to be observed, their content, objectives, strategies and possible observable evidence to meet the scoring criteria.
- 47.2.8 If there is an area of concern based upon any observation, there must be written documentation of the concern and the documentation must be provided to the employee within five (5) workdays in order for that evidence to be used in the evaluation process.
- 47.2.9 Pop-ins can occur prior to the first Formal observation.
- 47.2.10 If needed, the second formal observation will be planned collaboratively between the employee and administrator to maximize the time for improvement and increase the collection of evidence of professional growth. Ideally, the second observations will occur in different semesters or trimesters with a minimum of six (6) weeks between.
- 47.2.11 The final formal observation shall occur prior to May 1 unless mutually agreed upon by evaluator and employee.
- 47.2.12 A post-observation conference shall be held between the evaluator and employee within five (5) workdays after an observation. The evaluator may provide the employee with a preliminary scoring based on the rubric. At this meeting, the evaluator and employee will discuss areas of strength, areas for further growth, additional evidence and areas that have not yet been observed. The employee and evaluator will have the opportunity to provide additional evidence in this meeting.
- 47.2.13 When goal setting or doing pre and post observation conferences, they may be held in the teacher's employee's room or office for the purpose of accessing and

documenting evidence. Pre and post observation conferences shall occur within the contractual day unless mutually agreed to by both parties.

- 47.2.14 There will be Focused evaluations with a minimum of at least one (1) formal observation with Pre- and Post-conferences. Remaining observations may be Pop-ins without Pre- and Post- Observation Conferences. Focused feedback and evidence should be provided by the evaluator in no more than three (3) workdays. The remaining thirty (30) minutes of observation time may be Pop-ins. Additional observations or a series of observations may be conducted as deemed necessary by either party.

### **47.3 Evidence**

- 47.3.1 The evaluator is responsible for collecting evidence. Evidence can be collected by observation and conversation. The employee may provide additional evidence to aid in the assessment of the employee's performance against the instructional framework rubric, especially for those criteria not observed. Such evidence can be provided through conversation between evaluator and employee or incorporated on the negotiated form.
- 47.3.2 All evidence, measures, and observations used in developing the final summative score must be a product of the school year in which the evaluation is conducted.
- 47.3.3 Employees and Evaluators should begin collection of evidence prior to the first Formal Observation. Evidence will be collected for all eight (8) State Criteria.
- 47.3.4 Employees should confirm with their evaluator:
  - A. How much evidence is enough.
  - B. How is the evidence linked to specific components.
  - C. What evidence best describes the level of job proficiency.
- 47.3.5 If the evaluator assigns an employee's summative rating below Proficient, the evaluator must provide at least three (3) pieces of documented evidence for proof of Basic or Unsatisfactory.
- 47.3.6 If the evaluator assigns the employee a summative rating of Distinguished, the evaluator must provide at least three (3) pieces of documented evidence.
- 47.3.7 The employee has the right to provide additional evidence to the evaluator for each criterion to be scored within five (5) school days after receiving the final summative score.
- 47.3.8 The evaluator is responsible for collecting evidence. The employee may provide additional evidence after discussion with evaluator.

### **47.4 Rating Evaluative Evidence**

- 47.4.1 Formal observations will be uploaded into Homeroom.
- 47.4.2 Informal observations, (Pop-ins), will also be uploaded into Homeroom.

- 47.4.3 Employees will be notified when evidence is recorded.
- 47.4.4 Employees may respond in writing or in person to any evidence recorded.
- 47.5** Mid-year reflective conference
  - 47.5.1 Mid-year reflective conferences will occur no later than the February Mid-Winter Break unless mutually agreed upon by evaluator and employee.
  - 47.5.2 The purpose of the mid-year reflective conference is to review the employee's goals and make adjustments if necessary.
- 47.6** Record-Keeping. The District shall adhere to the following:
  - 47.6.1 A copy of the final Summative Evaluation Rating paperwork and the employee's written comments shall be included in the employee's personnel file.
  - 47.6.2 The platform for recording evaluation data and results will be collaboratively agreed upon by the District and Association representatives.
  - 47.6.3 Employees shall have access to their evaluation platform in subsequent years.
  - 47.6.4 Evaluators shall notify the employee of any additional evidence submitted to the platform within forty-eight (48) hours.
  - 47.6.5 Any and all data entered into the platform shall be considered confidential, and not be subject to public disclosure unless required by law.
- 47.7** In the years when a comprehensive evaluation is not required, employees who received a summative evaluation rating of level 3 or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one (1) of the eight (8) Criteria selected for a performance rating plus professional growth activities specifically linked to the selected Criterion. The summative score is determined using the most recent comprehensive summative score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the employee is placed on focused evaluation. Should an employee provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. Should an evaluator determine that an employee on a focused evaluation should be moved to a comprehensive evaluation for that school year, the employee must be informed of this decision in writing at any time on or before December 15.

## **Article 48 Student Growth Goal: TPEP Evaluations Only**

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- 48.1 Student Growth Data:** The growth in subject-matter knowledge, understanding, and skill over time. It is the change in student achievement between two (2) points in time within the current school year. Assessments used to demonstrate growth must be predominantly originating at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and

may include both formative and summative measures. Article 48 does not apply to certificated support personnel.

**48.2 TPEP Student Growth Criterion Score:** Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. It will include teacher initiated formative and summative assessments of student progress. Student achievement that is not calibrated to show growth between two (2) points in time in the current school year shall not be used to calculate a teacher’s student growth criterion score.

**48.3 Assessments**

48.3.1 The following categories of assessments may be used in measuring student growth for the purposes of the evaluation process.

48.3.1.1 District level common assessments, when available, selected or created at the District level with teacher’s involvement and feedback.

48.3.1.2 School/Department selected formative assessment (a unit test, quiz, writing assignment or other curricular assessment) mutually agreed to by teachers and the building principal(s).

48.3.1.3 Teacher determined assessments, which could include formative assessments (for example, IEP goals).

48.3.2 Nested student growth goals collaboratively determined by a grade level or subject or team need to be approved by all evaluators of that team. This prevents one evaluator from dismissing team goals that are accepted by another evaluator.

**48.4 Procedures for Student Growth Implementation for the Comprehensive Evaluation Process**

48.4.1 The teacher who is on a Comprehensive evaluation shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on the Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal. This will be completed in the fall. Update discussions between the teacher and evaluator will occur before the end of first semester or trimester.

48.4.2 Elementary teachers measure student growth for a subject identified by the principal and the Learning Improvement Team. Secondary teachers select a class period or subject matter, as applicable to the teacher’s assignment or department for the purpose of measuring student growth. Special Education teachers may alternatively choose a program.

48.4.3 The teacher will administer a pre-assessment in the class period or subject selected.

48.4.4 Teacher will draft their student growth goals and action plan and share it with the evaluator. After collaborative conversation, the evaluator agrees on the student growth goals.

48.4.5 The teacher will also measure student growth by using the following two (2) types of assessments.

48.4.5.1 School/Department selected interim assessment (a unit test, quiz, writing assignment or other curricular assessment) that is mutually agreed upon by teachers and building principal(s).

48.4.5.2 A teacher-determined assessment which may be formative in nature.

48.4.6 The teacher will administer the common post-assessment, if one is available, in the class period or subject matter selected with the time frame established.

48.4.7 Determining the Scores for the Student Growth Components.

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the teacher is given a score of low, average or high based on the scores below.

5-12	13-17	18-20
Low	Average	High

48.4.8 A group of teachers may focus on the same student growth goals. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal. If the group of teachers are evaluated by different evaluators, then the evaluators will need to be in agreement as to what the expectations and outcomes will be.

48.4.9 Impact of Low Student Growth Score

48.4.9.1 A student growth score of one (1) in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating.

48.4.9.2 Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

48.4.10 Within two (2) months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:

Initiate a student growth inquiry plan and will examine additional student growth data in conjunction with other student growth evidence previously provided.

48.4.10.1 If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more the following: goal setting process, content and expectations, student attendance, and/or extent to which standards,

curriculum, and assessments aligned. Documentation of all this inquiry will be given to the teacher.

- 48.4.10.2 If after the above two (2) examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy which will be shared with the teacher. This plan may include monthly conferences focused on improving student growth to include one (1) or more of the following topics: student growth goal revision, refinement and progress, and /or best practices related to student growth data collection and interpretation.
- 48.4.11 If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
  - 48.4.11.1 Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  - 48.4.11.2 Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.
  - 48.4.11.3 Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - 48.4.11.4 Create and implement a professional development plan to address student growth areas.
  - 48.4.11.5 What constitutes “adequate” student growth varies between students and classes.
- 48.4.12 Procedures for Student Growth Implementation for Focused Evaluation Process
  - 48.4.12.1 The evaluator will approve the selection of the Criterion for the staff member’s focused evaluation within the parameters of the state requirements.
  - 48.4.12.2 The teacher will select either 3.1 or 6.1 to establish their student growth goal.



## **Article 49 Comprehensive Strand**

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### **49.1 Eligibility**

49.1.1 Those employees who have received a summative rating of Basic or Unsatisfactory in the previous school year will be moved from Focused Evaluation to Comprehensive Evaluation.

49.1.2 Employees returning to the District from a leave of two (2) years or more will be assigned to the Comprehensive Evaluation.

**49.2** Employees newly hired by the District shall be placed in the Comprehensive Evaluation and shall be observed at least once for minimum of thirty (30) minutes within the first ninety (90) calendar days from the commencement of their employment.

**49.3** Provisional 1, 2, or 3 employees will be on the Comprehensive Evaluation.

**49.4** All classroom employees shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight (8) evaluation criteria and at least 51% of the components contribute to the comprehensive summative evaluation performance rating. The Summative Rating will not occur before April 15 and no later than June 1 unless mutually agreed upon by both evaluator and employee.

### **49.5 Criterion Selection—TPEP**

49.5.1 A Comprehensive Evaluation assesses all eight (8) criteria and contributes to the Summative Evaluation.

49.5.2 A minimum of fifty percent (50%) of each criterion are scored.

49.5.3 One Hundred percent (100%) of the Student Growth Components are scored.

### **49.6 Criterion Selection—Non-TPEP**

49.6.1 A Comprehensive Evaluation assesses all four (4) criteria and contributes to the Summative Evaluation.

49.6.2 A minimum of fifty percent (50%) of each criterion are scored.

### **49.7 Professional Goals—Comprehensive Evaluation**

49.7.1 Employees on a comprehensive evaluation will develop professional goals using the SMART goal format including a plan with timelines.

49.7.2 The plan will be guided by the Self-Assessment or the prior year's Comprehensive Evaluation.

49.7.3 The plan must include four (4) SMART goals:

- A. One (1) Professional Goal for the Criterion being evaluated. It is highly recommended that the Professional Growth Goal be related to Criteria 1, 2, or 5.
- B. Three (3) Student Growth Goals (SG 8.1, SG 6.1 and SG 3.1).

49.7.4 The employee will monitor their progress and will make adaptations as needed with evaluator input.

**49.8 Observations & Evidence Collection**

49.8.1 Summative Ratings shall be the only record of teaching performance maintained, other than those required by law, in the employee’s District personnel file unless the employee decides to provide an attachment.

49.8.2 If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing. If there is an area of concern based on any observation, there must be written documentation of the concern provided to the employee within five (5) workdays in order for that evidence to be used in the evaluation process.

49.8.3 When evaluating Criterion 8 (TPEP) or Domain 4 (non-Tpep) on the Comprehensive Strand, professional development and teacher leadership data from up to three (3) years prior may be considered. The classroom teacher will explain how current professional practices connect to contributions from the previous three (3) years. Evaluators are encouraged to use a broad interpretation of teacher leadership.

49.8.4 The Final Summative Evaluation will not occur before April 15 and no later than June 1 unless otherwise agreed upon by evaluator and employee. The final summative score, including the student growth score, must be determined by an analysis of preponderance evidence. This analysis will take an assessment of the employee’s performance over the course of the year.

**49.9 Comprehensive Evaluation Summative Score**

49.9.1 For TPEP evaluations, employees shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each employee’s criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components. The Summative Criteria Score is the sum of the eight (8) criterion scores and is rated based on the summative scoring band, as follows.

Unsatisfactory	=	8-14
Basic	=	15-22
Proficient	=	22-28
Distinguished	=	29-32

49.9.2 For non-TPEP evaluations, criterion-level scores shall be determined based upon a preponderance of evidence of each of the components which comprise the criterion. This evidence will include the growth of the classroom teacher over time and the conditions of the classroom teacher’s work assignment. In the event that the preponderance of evidence leads to an evaluative determination that is evenly split between two criterion scores or the evidence is ambiguous,

the higher of the two criterion scores shall be given and used in the summative performance rating. The final summative rating options are unsatisfactory, basic, proficient, or distinguished.

49.9.2 An annual evaluation conference shall be no later than June 1 of the school year in which the evaluation takes place unless mutually agreed upon between evaluator and employee. At the conference, each criterion to be scored shall be rated using a preponderance of the evidence and based on an assessment of the employee's performance.

49.9.2.1 The employee will sign two (2) copies of the Final Summative Evaluation Report.

49.9.2.2 Signatures of the employee required for the evaluation do not express agreement but merely receipt of that information.

49.9.2.3 Within ten (10) calendar days of receipt of the Summative Evaluation Rating, the employee may submit signed comments that shall be attached to the report in the employee's District personnel file.

49.9.2.4 If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence within five (5) school days. The final decision is the responsibility of the evaluator.

**49.10** Support for employees on Comprehensive may include but not limited to:

49.10.1 Collaboration during the workday.

49.10.2 District professional development and resources.

49.10.3 Instructional Coach support.

49.10.4 Substitutes to release for evaluator/employee conversation.

49.10.5 Participation in Instructional Rounds.

## **Article 50 Focused Strand**

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**50.1** The Focused Evaluation is used for a Continuing employee who received a summative rating of Proficient or Distinguished the previous school year. The employee may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

**50.2** The following provisions apply to TPEP evaluations only:

50.2.1 Classroom teachers who receive a Proficient or Distinguished summative rating for WA State criteria 1, 2, and/or 5 in the previous school year may select from any of the eight (8) State Criteria.

50.2.2 Classroom teachers who received a Basic or Unsatisfactory rating for WA State Criteria 1, 2, and/or 5 in the previous school year must choose from Criteria 1, 2, or 5.

50.2.3 The number of components that are evaluated varies by Criterion.

Criterion	Minimum of Components
Criterion 1	4
Criterion 2	4
Criterion 3	2
Criterion 4	2
Criterion 5	4
Criterion 6	3
Criterion 7	2
Criterion 8	4

**50.3** The selected criteria must be approved by the employee’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.

**50.4** A summative score is assigned using the summative score from the most recent comprehensive evaluation. Per WAC 392-191A-120 this score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher or certificated support personnel is placed on a focused evaluation. Should an employee provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

Employees who received a summative rating of Proficient the previous school year, in order to be eligible to earn a summative rating of Distinguished, must request a move from the Focused to the Comprehensive Evaluation. This request must be made to the evaluator in writing by September 15.

**50.5** Selection of the Criterion and Components must be approved by the evaluator after collaborative conversation. The selected criterion must be approved by the employee’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention or as an area of expertise to be further developed. The employee or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. If an administrator changes an employee from Focused to Comprehensive, written rationale must be provided within ten (10) school days. Should an evaluator determine that an employee on a Focused Evaluation should be moved to a Comprehensive Evaluation for that school year, the employee must be informed of this decision in writing at any time on or before December 15.

**50.6** A group of employees may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the employee (s) and no individual shall be required to work on a shared goal. If the group of employees are

evaluated by different evaluators, then the evaluators will need to be in agreement as to what the expectations and outcomes will be.

**50.7 Professional and Student Growth Goals (Focused)**

- 50.7.1 Employee will develop professional goals using the SMART goal format including a plan with timelines.
- 50.7.2 The plan will be guided by the Self-Assessment or the prior year's Comprehensive Evaluation and approved by the evaluator.
- 50.7.3 Evaluator and employee will mutually agree on the goals and plan for the school year.
- 50.7.4 Employees will monitor their progress and make adaptations as needed with evaluator input.
- 50.7.5 Classroom teachers must have one (1) Student Growth Goal (SG 6.1 or SG 3.1)  
Note: If Criterion 3 or 6 is selected for evaluation, then the Student Growth goal must be selected from that criterion.

**Article 51 Remediation of Deficiencies—Continuing Employees**

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**51.1** Continuing employees who are exhibiting deficiencies shall be placed first back on a Comprehensive evaluation strand. Once back on this strand they will be given a Structured Growth Plan.

**51.2 Identifying Deficiencies/Creating Structured Growth Plan:** Staff members with continuing contracts will be given support through a Structured Growth Plan under the following circumstances:

51.2.1 The Structured Growth Plan must be implemented after at least two (2) observations and conversations between evaluator and employee, and prior to receiving a summative rating of less than proficient in the current school year. The employee will be notified within ten (10) workdays of the decision. The following shall occur if a Structured Growth Plan is to be established.

51.2.1.1 The evaluator shall meet with the employee and communicate verbally and in writing a Structured Growth Plan.

51.2.1.2 The Structured Growth Plan will identify:

- A. Written description of areas of deficiency within identified criteria.
- B. Actions to remediate such deficiencies.
- C. Means by which the evaluator can provide assistance.
- D. A timeline of meetings with evaluator and the benchmarks to attain for each.

51.2.1.3 The employee shall have at least twenty (20) school days to address the areas of deficiency. At the employee's request, an Association

representative may accompany the employee at any conference between the supervisor and the employee.

- 51.3 Transfer:** The right to transfer will be suspended for any employee who has received a Structured Growth Plan in the current or prior school year until a satisfactory summative rating is received.

## **Article 52 Probation**

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- 52.1** An employee whose work is not judged satisfactory per the definition in Section 44.11 shall be subject to probation.

- 52.2** Employees may only be placed on Probation from the Comprehensive Evaluation Strand.

- 52.3** Employees on continuing contracts who have been assigned to teach or work outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their effectiveness in the out-of-endorsement assignments.

### **52.4 Timelines and Procedure**

- 52.4.1 At any time after October 15, and provided that the employee was previously given a Structured Growth Plan, an employee on a continuing contract, whose work is judged not satisfactory based on the evaluation criteria shall be placed on probation for no less than sixty (60) workdays and notified in writing.

- 52.4.2 At or near the time of delivery of the written notice of probation, the evaluator will hold a meeting with the employee to review the notice. Prior to such meeting the Association will be notified. The employee will be afforded the opportunity to participate in the establishment of the probation improvement program, and shall have the right to representation from the Association at this meeting. The discussion shall include:

- 52.4.2.1 A review of specific areas of performance deficiency based on the evaluation criteria.

- 52.4.2.2 Specific ways in which the staff member is to improve.

- 52.4.2.3 Measure and benchmarks which will be used to determine the employee's success or failure.

- 52.4.2.4 Types of assistance to be given funded by the District, and the dates supports will be put in place.

- 52.4.2.5 Superintendent will be notified of probation recommendation and written Probationary Plan of Improvement.

### **52.5 Evaluation during Probation**

- 52.5.1 During probation the evaluator shall formally meet with the probationary employee at least twice a month to give feedback, direct action steps for improvement and make a written evaluation of the progress, if any, made by the employee.

- 52.5.2 The probationary employee may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator may be assigned by the Education Service District (ESD) and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.
- 52.5.3 Separate from this second evaluator the Association may appoint additional experts of their own choosing to observe and evaluate the probationary employee's performance.
- 52.6 Length of Probation**
- 52.6.1 A Probationary period of sixty (60) workdays shall be established. Days may be added if deemed necessary to complete a Probationary Plan of Improvement and evaluate the probationary employee's performance as long as the probationary period is concluded before May 15 of the same school year.
- 52.6.2 The probationary period may be extended into the following year if the probationary employee has a continuing contract and has a SER as of May 15 of a level two (2) or less.
- 52.7 Informal Observation:** The evaluator may conduct any number of informal observations and include documentation for use in the evaluation process.
- 52.8 Removal from Probation:** The probationary employee must be removed from probation at any time in the probationary period if they have demonstrated and sustained improvement to the satisfaction of the evaluator in those areas specifically detailed in the notice of probation and subsequently detailed in the Probationary Plan of improvement (RCW 405.100.4(b)).
- 52.9 Limit on Transfer or Reassignment during Probation Period:** During the period of probation, the probationary employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
- 52.10 Alternative Assignment:** Immediately following the completion of a probationary period that does not produce performance improvement detailed in the Probationary Plan of Improvement, the probationary employee may be removed from their assignment and placed into an alternative assignment for the remainder of the year. This reassignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the probationary employee's contract year. If such a reassignment is not possible, the District may, at its option, place the probationary employee on paid leave for the balance of the contract term.
- 52.11 Evaluator's Post Probation Report:** Unless the probationary employee has previously been removed from probation, the evaluator 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 (1) of the following recommendations for further action:

52.11.1 That the employee has demonstrated sustained improvement in the stated areas of deficiency to justify the removal of the probationary status and continue to develop their professional growth plans; or

52.11.2 That the employee has not demonstrated sustained improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

### **Article 53 Provisional Staff**

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**53.1** Notwithstanding any other provisions of this Article, employees who are in their first, second or third year of employment with the District, and who are provisional staff member employees within the meaning of RCW 28A.405.220, shall be evaluated and, if appropriate, non-renewed in accordance with the requirements of that statute.

**53.2** A provisional employee who has received an evaluation rating below 2 on the four (4) level rating system established under RCW 28A.405.100 during the third year of employment shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating.

**53.3** Employees new to the profession or new to Washington public school teaching (includes private and charter schools) generally remain in provisional status for the first three years of their employment.

**53.4** A second-year Provisional employee who receives a summative rating of 3 – Proficient or 4 – Distinguished (for both years) may be granted continuing contract status for the subsequent school year.

**53.5** If an employee with less than two (2) years in one district in the Washington public school system moves to another district, the provisional “clock” starts again.

**53.6** Employees on continuing status in Washington public schools who move into a new district revert to provisional status for the first year of employment in the new district.

**53.7** If the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, then the employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment with the new district.

**53.8** Assistance will be provided to all provisional employees with performance concerns.

53.8.1 An employee on a provisional contract who receives a Preliminary Summative Score of 1 Unsatisfactory in a formal observation will result in an additional meeting of the evaluator and employee following the post-observation conference. At said meeting, the evaluator and the employee will discuss the performance concerns, the specific ways in which the employee is to improve,



the types of assistance that will be provided, specific types of assistance, if any, which the employee believes would be helpful, and a timeframe for assistance.

- 53.8.2 At the employee's request, an Association Representation shall accompany the employee at the meeting with the evaluator.

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**Article 54 Records of Probation**

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Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the probationary employee's personnel file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

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**Article 55 Action by the Superintendent**

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- 55.1 The Superintendent shall review the evaluation report by all pertinent evaluators and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected probationary employee as required by law. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationary employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.220.
- 55.2 When a continuing contract employee receives a summative rating below level two (2) for two (2) consecutive years, the District shall, within ten (10) workdays of completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the probationary employee notification of discharge as provided in RCW 28A.405.300.

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**Article 56 Appeal Rights**

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- 56.1 Each employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.
- 56.2 A probationary employee shall have the right to have present a representative of the Association at all probationary conferences if the probationary employee so desires.

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**Article 57 Procedural Error**

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If a procedural error occurs in the implementation of a Probationary Plan of Improvement, the error does not invalidate the probationary employee's Plan of Improvement or evaluation activities unless the error materially affects the effectiveness of the Probationary Plan of Improvement or the ability to evaluate the probationary employee's performance.

## **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.

### **Article 58 Contractual Grievances**

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Grievances arising between the District and its employees covered by this Agreement shall be resolved in accordance with the following procedures.

#### **58.1 Definitions:**

- 58.1.1 A “grievant” shall mean the Association or an employee or group of employees in the bargaining unit represented by the Association.
- 58.1.2 A “grievance” is any claim of an alleged violation, misinterpretation, or misapplication of the terms of this agreement, of state or federal law, or a violation of District/Board Policies or practices.
- 58.1.3 “Days” shall mean bargaining unit workdays, except as otherwise indicated.

**58.2 STEP I: Oral discussion—Informal Procedure:** An employee shall first present their grievance to their supervisor for resolution. 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 their answer to the grievance. At any point during the grievance procedure, the grievant may file a written notice to the Superintendent terminating their grievance.

#### **58.3 STEP II: Formal Procedure—Written Notification:**

- 58.3.1 If the grievance is not resolved in accordance with the preceding subsection, the grievant has ten (10) days after talking to their supervisor to move the grievance forward by submitting it in writing to their supervisor. A statement of the grievance shall contain the following:
  - 58.3.1.1 The facts on which the grievance is based;
  - 58.3.1.2 A reference to the specific provisions in this Agreement which have been allegedly violated;
  - 58.3.1.3 The remedy sought.
- 58.3.2 The grievant shall submit the written statement of grievance to their immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. If the grievant wishes, they 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.

#### **58.4 STEP III: Appeal Process**

- 58.4.1 If the grievance is not resolved 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 their grievance to the Superintendent or their 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.
- 58.4.2 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 or 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.

#### **58.5 STEP IV: Binding Arbitration**

- 58.5.1 Employees subject to discharge or suspension will elect arbitration or the statutory process.
- 58.5.1 If no settlement is reached in Step III within the specified time limit, the Association may within fifteen (15) days submit a written request for arbitration and concurrently give written notification to the Superintendent of such request for arbitration.
- 58.5.2 The issue must involve the interpretation or meaning of the express provisions of the Agreement.
- 58.5.3 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.
- 58.5.4 Arbitration proceedings shall be in accordance with the following:
  - 58.5.4.1 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.

- 58.5.4.2 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.
- 58.5.4.3 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.
- 58.5.4.4 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.
- 58.5.4.5 Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- 58.5.4.6 The Association and the District shall pay the compensation of the arbitrator, including necessary expenses in equal shares.
- 58.5.4.7 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.
- 58.5.5 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.
- 58.5.6 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 arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.
- 58.5.7 Notwithstanding the above provisions, disputes relating to the following shall not be subject to the provisions of this Article:
  - 58.5.7.1 Reductions in Force
  - 58.5.7.2 Probation and nonrenewal.
  - 58.5.7.3 Evaluator's findings and opinion as expressed in the evaluation process.
- 58.5.8 Notwithstanding the above provisions, disputes relating to the following shall not be subject to the arbitration provisions of this Article.

- 58.5.8.1 Superintendent's denial of requests for voluntary transfers.
- 58.5.8.2 Superintendent's decisions on involuntary transfers.
- 58.5.8.3 Superintendent's denial of leave requests for family illness, bereavement purposes where other than a family member, and childcare leave was expressly defined, is involved.
- 58.5.8.4 The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.

## **Article 59 Policy, Rules or Regulation Grievances**

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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 Article 58.

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.

- 59.1 STEP I:** A certificated individual with an alleged grievance and/or a selected representative shall discuss it first with the employee's immediate supervisor.
- 59.2 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, they shall refer their alleged grievance to the Superintendent. 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.
- 59.3 STEP III:** In the event the person bringing the alleged grievance is not satisfied at Step 2, they may request their 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.

## **Article 60 Grievance Procedure**

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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 FORCE (RIF)

### Article 61 Certificated Staff Reduction

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- 61.1** 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 certificated employees 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 this Article.
- 61.2** The District will determine as accurately as possible, the total number of certificated employees known as of May 1 separating employment with 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.
- 61.3** 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 retention.
- 61.4** The following employment categories are established to ensure the qualifications of personnel assigned to retained positions, provided, however, if there is no other more senior qualified employee, per Sections 61.5.1 or 61.5.2; in Sections 61.4.2, 61.4.4, 61.4.5, 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.
- 61.4.1 Grades Kindergarten (K) through five (5)
- 61.4.2 Grades six (6) through twelve (12): Language Arts, World Language, Mathematics, Language Arts/Social Studies Block, Science, Social Studies, Traffic Safety, Middle School Technology
- 61.4.3 Special Education (P-12)
- 61.4.4 Music, Art, Health and Physical Education (K-12)
- 61.4.5 Specialists: Counselor, Librarian, Psychologist, Speech Language Pathologist, Occupational/Physical Therapist, Nurse. Specialists may be eligible for retention in one or more of the employment categories identified in Section 61.4 based on appropriate endorsement or certification.
- 61.4.6 Career and Technical Education
- 61.5** 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:

- 61.5.1 Endorsement as listed on Washington State teaching certificate, or
- 61.5.2 Certificated employees holding K-12 Standard or Continuing unendorsed certificates:
  - 61.5.2.1 Have a minimum of 1.0 FTE cumulative experience in that category within the previous five (5) years including the current year, or
  - 61.5.2.2 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.
  - 61.5.2.3 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 Sections 61.5.2.1 and 61.5.2.2.

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

**61.6** 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 placement on the salary schedule shall have preference for retention.

61.6.1 In the event that more than one employee has the same seniority ranking based on placement on the salary schedule, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the District from greatest to least.

61.6.2 In the event that more than one employee has the same seniority ranking after application of Section 61.6.1, preference shall be given to the employee who, as of transcripts submitted by October 1 for salary placement, has the greater number of quarter equivalents of college credits beyond the Bachelor's degree.

61.6.3 In the event a tie still exists after application of Sections 61.6.1-61.6.2, administration will rank employees by their last summative evaluation.

61.6.4 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.

**61.7** In the event that the Superintendent determines that the implementation of these procedures may be necessary, they shall cause the following action to be taken:

- 61.7.1 On or before April 15 each certificated employee shall be requested to designate qualifications in employment categories as provided in Section 61.4.
  - 61.7.2 On or before April 29 a list shall be prepared for each employment category identified in Section 61.4 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 Section 61.6.
  - 61.7.3 Employee lists prepared in accordance with Section 61.7.2 shall be delivered to the Association and posted at each school on or before April 29.
  - 61.7.4 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 their 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.
- 61.8** Each certificated employee shall first be considered for retention within the employment category appropriate to their current position. If the employee is not eligible to be retained in such category in accordance with the qualification criteria set forth in Section 61.5, the employee shall then be considered for retention within such other categories as they may be qualified under Section 61.4.
- 61.9** The provisions of this Article 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.

## **Article 62 Reassignment of Adversely Affected (non-RIFed) Staff**

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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.

### **62.1 Certificated Staff Re-Employment**

- 62.1.1 All certificated employees 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.



- 62.1.2 Employment pool employees will be given the opportunity to fill open positions within the categories identified in Section 61.4 for which they are qualified under Section 61.5.
  - 62.1.3 If more than one such employee is qualified for an open position, the criteria set forth in Section 61.6 shall be applied to determine who shall be offered such position.
  - 62.1.4 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 Human Resources and shall thereafter promptly advise the District in writing of any change of address or other contact information.
  - 62.1.5 When a vacancy occurs for which person(s) in the employment pool qualify, notification from the 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.
  - 62.1.6 The District will utilize employment pool personnel as substitutes on a first priority basis.
- 62.2** 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 Section 61.4.
- 62.3** 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.405.220. Any such claim, by this reference, is specifically excluded from grievance under this Agreement.

## **PART IX - STATUS OF THE AGREEMENT**

### **Article 63 Status of the Agreement**

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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 64 Conformity to Law**

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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 65 Distribution of Agreement**

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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 66 No Strike, No Lockout**

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

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

## PART X—DURATION AND SIGNATURES

### Article 67 Duration

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The Agreement shall be effective on September 1, 2023, and shall continue through August 31, 2026.

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 July 11, 2023 and signed by representatives of the Snoqualmie Valley Education Association and the Snoqualmie Valley School District #410.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

/s/L/ Bradwell

/s/D. Schlotfeldt

President, SVEA

Superintendent, SVSD

8/4/2023

8/4/2023

Date

Date

SVEA Negotiating Team: Lynn Bradwell, Amy Jones, Jennifer Varick, Lynsey Woldendorp, Nate Ziemkowski and Katie Bishop.

SVSD Negotiating Team: Ginger Callison, Krista Lallemand, John Norberg, Beth Porter, Ryan Stokes, and Michelle Trifunovic.

### Appendix A: 2023-2024 Certificated Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
Base Salary	57,709	59,120	60,566	62,047	65,840	69,865	74,137
Mandatory Days (4)	1,603	1,642	1,682	1,724	1,829	1,941	2,059
Optional Day (3)	962	985	1,009	1,034	1,097	1,164	1,236
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	3,602	3,749	3,900	4,057	4,454	4,876	5,324
<b>0 Total</b>	<b>65,914</b>	<b>67,534</b>	<b>69,195</b>	<b>70,900</b>	<b>75,258</b>	<b>79,884</b>	<b>84,794</b>
Base Salary	59,120	60,566	62,047	63,564	67,450	71,574	75,949
Mandatory Days (4)	1,642	1,682	1,724	1,766	1,874	1,988	2,110
Optional Day (3)	985	1,009	1,034	1,059	1,124	1,193	1,266
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	3,749	3,900	4,057	4,215	4,622	5,055	5,514
<b>1 Total</b>	<b>67,534</b>	<b>69,195</b>	<b>70,900</b>	<b>72,642</b>	<b>77,108</b>	<b>81,848</b>	<b>86,877</b>
Base Salary	60,566	62,047	63,564	65,119	69,100	73,324	77,807
Mandatory Days (4)	1,682	1,724	1,766	1,809	1,919	2,037	2,161
Optional Day (3)	1,009	1,034	1,059	1,085	1,152	1,222	1,297
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	3,900	4,057	4,215	4,378	4,796	5,238	5,708
<b>2 Total</b>	<b>69,195</b>	<b>70,900</b>	<b>72,642</b>	<b>74,429</b>	<b>79,005</b>	<b>83,859</b>	<b>89,011</b>
Base Salary	62,047	63,564	65,119	66,711	70,789	75,117	79,709
Mandatory Days (4)	1,724	1,766	1,809	1,853	1,966	2,087	2,214
Optional Day (3)	1,034	1,059	1,085	1,112	1,180	1,252	1,328
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,057	4,215	4,378	4,545	4,973	5,426	5,908
<b>3 Total</b>	<b>70,900</b>	<b>72,642</b>	<b>74,429</b>	<b>76,259</b>	<b>80,946</b>	<b>85,920</b>	<b>91,197</b>
Base Salary	63,564	65,119	66,711	68,342	72,521	76,954	81,659
Mandatory Days (4)	1,766	1,809	1,853	1,898	2,014	2,138	2,268
Optional Day (3)	1,059	1,085	1,112	1,139	1,209	1,283	1,361
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,215	4,378	4,545	4,716	5,154	5,619	6,112
<b>4 Total</b>	<b>72,642</b>	<b>74,429</b>	<b>76,259</b>	<b>78,133</b>	<b>82,936</b>	<b>88,032</b>	<b>93,438</b>
Base Salary	65,119	66,711	68,342	70,014	74,294	78,836	83,655
Mandatory Days (4)	1,809	1,853	1,898	1,945	2,064	2,190	2,324
Optional Day (3)	1,085	1,112	1,139	1,167	1,238	1,314	1,394
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,378	4,545	4,716	4,891	5,340	5,817	6,322
<b>5 Total</b>	<b>74,429</b>	<b>76,259</b>	<b>78,133</b>	<b>80,055</b>	<b>84,974</b>	<b>90,195</b>	<b>95,733</b>
Base Salary	66,711	68,342	70,014	71,726	76,111	80,764	85,701
Mandatory Days (4)	1,853	1,898	1,945	1,992	2,114	2,243	2,381
Optional Day (3)	1,112	1,139	1,167	1,195	1,269	1,346	1,428
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,545	4,716	4,891	5,071	5,531	6,019	6,537
<b>6 Total</b>	<b>76,259</b>	<b>78,133</b>	<b>80,055</b>	<b>82,022</b>	<b>87,063</b>	<b>92,410</b>	<b>98,085</b>
Base Salary	68,342	70,014	71,726	73,480	77,972	82,739	87,797
Mandatory Days (4)	1,898	1,945	1,992	2,041	2,166	2,298	2,439
Optional Day (3)	1,139	1,167	1,195	1,225	1,300	1,379	1,463
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,716	4,891	5,071	5,255	5,726	6,226	6,757
<b>7 Total</b>	<b>78,133</b>	<b>80,055</b>	<b>82,022</b>	<b>84,039</b>	<b>89,202</b>	<b>94,680</b>	<b>100,494</b>

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
Base Salary	70,014	71,726	73,480	75,277	79,879	84,762	89,944
Mandatory Days (4)	1,945	1,992	2,041	2,091	2,219	2,354	2,498
Optional Day (3)	1,167	1,195	1,225	1,255	1,331	1,413	1,499
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	4,891	5,071	5,255	5,443	5,926	6,438	6,981
<b>8 Total</b>	<b>80,055</b>	<b>82,022</b>	<b>84,039</b>	<b>86,104</b>	<b>91,393</b>	<b>97,005</b>	<b>102,960</b>
Base Salary		73,480	75,277	77,117	81,832	86,835	92,143
Mandatory Days (4)		2,041	2,091	2,142	2,273	2,412	2,560
Optional Day (3)		1,225	1,255	1,285	1,364	1,447	1,536
Technology Stipend		1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)		313	313	313	313	313	313
Responsibility/Incentive		5,255	5,443	5,636	6,130	6,656	7,212
<b>9 Total</b>		<b>84,039</b>	<b>86,104</b>	<b>88,218</b>	<b>93,637</b>	<b>99,388</b>	<b>105,489</b>
Base Salary			77,117	79,003	83,833	88,958	94,397
Mandatory Days (4)			2,142	2,195	2,329	2,471	2,622
Optional Day (3)			1,285	1,317	1,397	1,483	1,573
Technology Stipend			1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)			313	313	313	313	313
Responsibility/Incentive			5,636	5,834	6,341	6,878	7,448
<b>10 Total</b>			<b>88,218</b>	<b>90,387</b>	<b>95,938</b>	<b>101,828</b>	<b>108,078</b>
Base Salary				80,935	85,883	91,134	96,705
Mandatory Days (4)				2,248	2,386	2,531	2,686
Optional Day (3)				1,349	1,431	1,519	1,612
Technology Stipend				1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)				313	313	313	313
Responsibility/Incentive				6,037	6,556	7,106	7,690
<b>11 Total</b>				<b>92,607</b>	<b>98,294</b>	<b>104,328</b>	<b>110,731</b>
Base Salary				82,914	87,983	93,362	99,070
Mandatory Days (4)				2,303	2,444	2,593	2,752
Optional Day (3)				1,382	1,466	1,556	1,651
Technology Stipend				1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)				313	313	313	313
Responsibility/Incentive				6,244	6,776	7,339	7,938
<b>12 Total</b>				<b>94,881</b>	<b>100,707</b>	<b>106,888</b>	<b>113,449</b>
Base Salary					90,135	95,645	101,492
Mandatory Days (4)					2,504	2,657	2,819
Optional Day (3)					1,502	1,594	1,692
Technology Stipend					1,725	1,725	1,725
Optional Technology PD (7 hrs)					313	313	313
Responsibility/Incentive					7,001	7,579	8,192
<b>13 Total</b>					<b>103,180</b>	<b>109,513</b>	<b>116,233</b>
Base Salary					92,339	97,984	103,974
Mandatory Days (4)					2,565	2,722	2,888
Optional Day (3)					1,539	1,633	1,733
Technology Stipend					1,725	1,725	1,725
Optional Technology PD (7 hrs)					313	313	313
Responsibility/Incentive					7,232	7,824	8,453
<b>14 Total</b>					<b>105,713</b>	<b>112,201</b>	<b>119,086</b>
Base Salary					94,597	100,380	106,517
Mandatory Days (4)					2,628	2,788	2,959
Optional Day (3)					1,577	1,673	1,775
Technology Stipend					1,725	1,725	1,725
Optional Technology PD (7 hrs)					313	313	313
Responsibility/Incentive					7,469	8,075	8,719
<b>15 Total</b>					<b>108,309</b>	<b>114,954</b>	<b>122,008</b>

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
Base Salary					96,910	102,835	109,122
Mandatory Days (4)					2,692	2,857	3,031
Optional Day (3)					1,615	1,714	1,819
Technology Stipend					1,725	1,725	1,725
Optional Technology PD (7 hrs)					313	313	313
Responsibility/Incentive					7,712	8,333	8,992
<b>16 Total</b>					<b>110,967</b>	<b>117,777</b>	<b>125,002</b>
Base Salary	72,140	75,606	79,244	85,041	99,037	104,962	111,248
Mandatory Days (4)	2,004	2,100	2,201	2,362	2,751	2,916	3,090
Optional Day (3)	1,202	1,260	1,321	1,417	1,651	1,749	1,854
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	5,067	5,430	5,811	6,420	7,887	8,508	9,167
<b>20 Total</b>	<b>82,451</b>	<b>86,434</b>	<b>90,615</b>	<b>97,278</b>	<b>113,364</b>	<b>120,173</b>	<b>127,397</b>
Base Salary	74,267	77,733	81,371	87,168	101,164	107,088	113,375
Mandatory Days (4)	2,063	2,159	2,260	2,421	2,810	2,975	3,149
Optional Day (3)	1,238	1,296	1,356	1,453	1,686	1,785	1,890
Technology Stipend	1,725	1,725	1,725	1,725	1,725	1,725	1,725
Optional Technology PD (7 hrs)	313	313	313	313	313	313	313
Responsibility/Incentive	5,241	5,605	5,987	6,594	8,061	8,683	9,342
<b>25 Total</b>	<b>84,847</b>	<b>88,831</b>	<b>93,012</b>	<b>99,674</b>	<b>115,759</b>	<b>122,569</b>	<b>129,794</b>



## Appendix C: Stipends and Extended 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 Assistant 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)

### Extended Days of Work

The following stipends are for extended-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 extended days
	Middle School: 7.5 extended days
	High School: 8.0 extended days
Counselor	Middle School: 7.5 extended days
	High School: 9.0 extended days
Nurse	3.0 extended days
Instructional Coach	10.0 extended days
Psychologist	5.0 extended days



## Appendix D: Co-Curricular Salary Schedule

**SNOQUALMIE VALLEY SCHOOL DISTRICT #410  
CO CURRICULAR SALARY SCHEDULE  
September 1, 2023 - August 31, 2024**

Base Salary \$ 32,000

	1	3	5	7	10
<b>LEVEL 1</b>	0.1000	0.1200	0.1400	0.1600	0.2000
HS Band	\$3,291	\$3,949	\$4,607	\$5,265	\$6,582
<b>LEVEL 2</b>	0.0970	0.1120	0.1260	0.1340	0.1420
HS Drama - Fall Musical	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
HS Drama - Spring Play	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
HS Yearbook	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
HS Newspaper	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
HS Debate	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
HS Chorus	\$3,192	\$3,686	\$4,147	\$4,410	\$4,673
<b>LEVEL 3</b>	0.0450	0.0560	0.0650	0.0700	0.0750
HS Jazz Band	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
HS Jazz Choir	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
HS Link Crew Coordinator	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
HS/MS AVID Site Coordinator	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS Band	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS Chorus	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS Jazz Band	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS Math Team	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS Science Team	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
MS WEB Site Coordinator	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
Wildcat Production Club	\$1,481	\$1,843	\$2,139	\$2,304	\$2,468
<b>LEVEL 4</b>	0.0182	0.0208	0.0234	0.0260	0.0284
Club Advisor**	\$599	\$685	\$770	\$856	\$935
5th Grade Camp	\$599	\$685	\$770	\$856	\$935
Art Club	\$599	\$685	\$770	\$856	\$935
ASL Honor Society	\$599	\$685	\$770	\$856	\$935
Ceramics Club	\$599	\$685	\$770	\$856	\$935
Construction Club	\$599	\$685	\$770	\$856	\$935
Culinary Arts Club	\$599	\$685	\$770	\$856	\$935
Distributive Education (DECA)	\$599	\$685	\$770	\$856	\$935
Future Farmers (FFA)	\$599	\$685	\$770	\$856	\$935
Green Team	\$599	\$685	\$770	\$856	\$935
HS Link Crew Advisor	\$599	\$685	\$770	\$856	\$935
HS Math Club	\$599	\$685	\$770	\$856	\$935
Life Skills Club	\$599	\$685	\$770	\$856	\$935
MS Art Club	\$599	\$685	\$770	\$856	\$935
MS WEB Advisor	\$599	\$685	\$770	\$856	\$935
Robotics Club	\$599	\$685	\$770	\$856	\$935
Sports Medicine Club	\$599	\$685	\$770	\$856	\$935
Tech Club	\$599	\$685	\$770	\$856	\$935
World Language Club	\$599	\$685	\$770	\$856	\$935
5th Grade Band, MS Band, Jazz Band, and Choir Outside of Regular School Day					
Five Days/Week - 40 minute session	\$2,396	\$2,738	\$3,021	\$3,423	\$3,765
Four Days/Week - 40 minute session	\$1,915	\$2,192	\$2,465	\$2,738	\$3,011
Three Days/Week - 40 minute session	\$1,438	\$1,642	\$1,849	\$2,054	\$2,261
<b>TRAFFIC SAFETY COORDINATOR</b>					
%BASE			0.001		
Hourly Rate (20 hours per month x 10 months)			\$32.91		
<b>TRAFFIC SAFETY BEHIND-THE-WHEEL</b>					
	1		5		10
Hourly Rate	0.00075		0.00080		0.00091
	\$24.68		\$26.33		\$29.95

Salary Placement In next column starts at beginning of 3rd, 5th, 7th, and 10th year of experience  
 Newly established clubs will be placed at Level 4 unless bargained otherwise  
 All stipends on this schedule are annual stipends, unless otherwise noted

## **Appendix E: How to qualify for Co-Curricular**

1. Submit an activity approval form to administrator. Administration will review your form and determine whether your activity is appropriate and meets the definition of Co-Curricular. If approved, move to step 2 or 3.
2. If this is a student initiated activity, find a teacher to serve as your advisor. If a certificated supervisor can't be found ask for support from school administration. (Certificated advisors are required for Co-Curricular activities)
3. Advertise your club, and start "acting" like a club. Get posters approved by School administration. Hold regular meetings. Take minutes at every meeting. Once you have 12 members, you are eligible to be recognized by ASB.
4. Develop a constitution and elect officers (president, vice president, secretary, treasurer) present your constitution to the ASB board at the monthly meeting. The general assembly votes to approve the constitution. School administration will then send your constitution to the District office and you will be issued an ASB budget code.
5. Once you have an ASB budget, club members should pay the club fee.
6. Congratulations! You are now official.
7. Any Co-Curricular Club that is dormant for 2 consecutive years will be removed. If a request is made to restart the activity all qualifying criteria must be resubmitted.

**Establishing a Co-Curricular Club**

\*Requesting Approval for starting a new Co-Curricular Club or Activity

Name of Club or Activity requested: \_\_\_\_\_

Describe proposed activities and goals of club: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe how money will be raised to fund activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Funds raised will be used to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of proposed advisor (Certificated) in charge of activities: \_\_\_\_\_

Budget capacity requested: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Signature

Date

Principal: \_\_\_\_\_ Activity Coordinator: \_\_\_\_\_

Signature

Date

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

\_\_\_\_\_

Signature

Date

Accepted by Board of Directors: \_\_\_\_\_

Signature

Date

## Co-Curricular Advisor Job Description

Position: \_\_\_\_\_

Position Description: \_\_\_\_\_

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Co-Curricular advisors are responsible for providing supervision, direction and counseling to students leadership in the sponsored activity.

### POSITIONS GOALS:

- Provide adult supervision and direct to the sponsored activity
- Supervise club administrative requirements
- Support the goals and objectives of the activity

### SPECIFIC DUTIES AND RESPONSIBILITIES: (Indicates additions to ASB Advisor Description)

- Communicate with parents/guardians and school/communities in a timely manner (provide minutes to ASB secretary)
- Collaborate with school administration and colleagues in a professional manner
- Coordinate and schedule activities
- Schedule all meetings
- Serves as a resource person
- Supervise handling and accounting of money (follow all District policies)
- Supervise and chaperone activities
- Consider activity risk factors in order to protect the school district and students
- Supervise the election of officers
- Supervise transportation arrangements
- Give guidance in problem solving and conflict resolution

## Appendix F Shared Decision-Making Guide

Ideal shared decision-making occurs in a positive climate, in an inclusive organization, using effective processes, with continuous evaluation and adjustment. It focuses on student learning through learning improvement programs, services and products within the District mission.

The spirit of shared decision-making should be collaborative and should follow these principles:

### DECISION-MAKING PRINCIPLES

#### 1. Positive Climate:

- A. Inspires openness and trust
- B. Discourages hidden agendas/surprises
- C. Presumes others are well intentioned
- D. Encourages participation and collaboration
- E. Values diversity
- F. Encourages innovation and creativity
- G. Allows change with purpose

#### 2. An Effective Process:

- A. Should be clear at the outset, may vary depending on the issue, and could change during the process if necessary and so communicated
- B. Identifies the decision-making method to be used (e.g., consensus, voting, group input-leader decision, leader only decision)
- C. Identifies a communication strategy
- D. Identifies options to meet diverse needs where possible
- E. Trusts that all will take responsibility for positively implementing a decision once made, including those who choose not to participate in the group decision-making process
- F. Ensures that decisions are within legal and contractual parameters

### DECISION-MAKING GUIDELINES

The following guidelines are embedded in ideal decision-making:

1. Decision-making at the schools should focus on teaching, learning, student achievement and behavior management, and should support the District's mission.
2. In making decisions, staff should utilize data to identify areas needing improvement.
3. Parameters and timelines for each decision should be identified at the outset.
4. Opportunities should exist at each site for active involvement of other building staff, students, parents, and community members in decision-making.
5. Questions can be raised about decisions made at any level. Decision makers need to be prepared to explain the reasons for decisions that they make.
6. Shared decision-making balances building/department autonomy with the responsibility to be knowledgeable about and consider the impact of decisions on others; buildings/departments must sometimes yield their specific desires to the greater good of all.

7. If a decision cannot be reached within the timeline, and extension of the timeline is not feasible, an interim decision will be made by the administrator. The interim decision will be in effect until such time as a final decision can be reached, or shall stand if the decision cannot be reversed.
8. SVEA and District staff will assist buildings/departments with shared decision-making upon request from the administrator and staff.

## **METHODS OF DECISION-MAKING**

There are many ways by which a group can make a decision. Each decision-making method has value and is appropriate in certain situations. It is imperative the building/department staff or Learning Improvement Team, as applicable to the situation, is given the opportunity to choose the method of decision-making. Each year, each Learning Improvement Team will review and discuss their preferred decision-making methods.

1. **Decision by Majority Rule: Voting and/or Polling**  
A procedure where a decision is usually based upon 50% + 1 of the people in a group deciding the course of action for the whole group. This can be an effective method if all members feel they have been given their opportunity to influence the group, and if the whole group has agreed to follow the norm (established prior to the decision-making process) that all agree to implement majority vote decisions.
2. **Decision by Super Majority Vote**  
A decision is based upon a percentage greater than 50% (usually between 70-90%) of the people in a group deciding the course of action for the whole group. This can be an effective method where successful implementation of a decision clearly requires more than a simple majority vote of the group. Effective implementation will also depend on the extent to which members feel they have been given a chance to influence the group and if the group has agreed to follow the norm (established prior to the decision-making process) that all agree to implement super majority vote decisions.
3. **Decision by Consensus**  
A collective opinion arrived at by a group of individuals working under conditions that permit open communication in a sufficiently supportive climate where members feel that they have individually been given the chance to influence the decision. When a decision is made by consensus, members understand the decision and are committed to supporting it.

Consensus is the best method for producing a decision that:

- A. all members will be committed to implementing
- B. uses the resources of all group members; and
- C. increases the future decision-making effectiveness of the group.

Decisions by consensus take a great deal of time and member motivation, and prove to be very frustrating to group leaders. Group training and practice in consensus decision-making skills are necessary for groups to be effective in using this method. Therefore, the use of

consensus should be limited to significant decisions that require everyone's commitment for successful implementation.

4. Decision by Unanimous Consent

A perfect, but least attainable method where everyone truly agrees on the course of action to be taken. For obvious reasons, this method may be a highly inefficient way to make decisions.

## Appendix G: SEBB Insurance Information

**Information below regarding SEBB is current as of August 1, 2023 and is subject to change by the School Employee Benefits Board (SEBB).**

### 1. Eligibility

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All compensated hours in any position within the District during the school year shall count for purposes of establishing eligibility.

Employees whose eligibility is presumed based on SEBB Resolution and/or WAC provisions regarding hours worked in the previous two (2) school years shall be offered benefits. Employees who are hired after September 1 but are anticipated to work 630 hours or more the following year shall be offered benefits coverage based on applicable SEBB Resolution and/or WAC provisions regarding “mid-year hires.”

### 2. Benefit Plans

Benefits presently offered by the District through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

### 3. Dependent Coverage

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee’s spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self- support are dependents covered within the SEBB programs.

### 4. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school



year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

5. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

6. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31.

**Memorandum of Agreement  
Between  
Snoqualmie Valley Education Association  
and  
The Snoqualmie Valley School District  
RE: School Psychologists Work from Home Pilot**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley Education Association (Association) enter into the following agreement.

During the 2023-2024 school year the Association and District agree to a work-from-home (WFH) pilot for school psychologists. The purpose of working from home is to complete work-related paperwork and other non-student work associated with their position.

The following restrictions will apply:

- A WFH day is a seven and a half (7.5 hour) workday with a thirty minute lunch.
- One WFH day may be scheduled each month, September through June, with the exception of December.
- WFH days cannot be used on a Monday or Friday, taken consecutively, or used to extend a vacation or holiday.
- WFH days must be prescheduled with their supervisor. The supervisor has the right to deny the day if working from home would negatively impact the District program or operations on that day.
- On a WFH day the school psychologist must be available by phone and able to report to the worksite, if an emergency arises. If the school psychologist is called back to work, the employee and supervisor will discuss if the day can be rescheduled.
- Each school psychologist must provide a report of how their time is used on a WFH day.
- A WFH day is considered a workday and cannot be used on a weekend or swapped for another workday.

The parties agree to meet in the spring of 2024 to review usage and feasibility of the program.

This Memorandum of Agreement remains in place until the last day of the 2023-2024 school year or until superseded by another MoA, whichever comes first.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

/s/L. Bradwell  
President, SVEA

/s/D. Schlotfeldt  
Superintendent, SVSD

8/22/2023  
Date

8/22/2023  
Date

**Memorandum of Agreement  
Between  
Snoqualmie Valley Education Association  
and  
The Snoqualmie Valley School District  
RE: ML Programs**

The Snoqualmie Valley School District (District) and the Snoqualmie Valley Education Association (Association) enter into the following agreement.

The District and Association will create a joint task force to gather and analyze data related to the design and structure of our multilingual program. This analysis will focus on optimizing language acquisition, cultural competence and overall program effectiveness, through our multilingual program and staffing. Relevant data includes but is not limited to: student performance data, assessment results, program enrollment, performance metrics, retention rates, and feedback from stakeholders. Data collection will enable evidence-based decision making and facilitate a comprehensive understanding of program strengths and areas for improvement, necessary to provide equitable access and support for all learners. The task force will report progress to the Mutual Interest Committee. The work of the task force will be used to inform collaborative conversations between the District and Association related to the impact of ML staffing and programs.

The task force shall consist of up to three (3) Association representatives (selected by the SVEA President) and up to three (3) District representatives (selected by the Superintendent or designee). Either party may invite additional participants with prior notification to the other party. One (1) Association representative and one (1) District representative shall serve as co-facilitators. Selection of representatives and co-facilitators shall be completed and communicated to the other party prior to September 29, 2023.

The co-facilitators shall adhere to the following timeline:

- The first meeting will take place in October 2023.
- Progress Report to the Mutual Interest Committee: January 31, 2024.
- Final recommendations to Mutual Interest Committee: March 29, 2024. The task force may present or provide updates to the Mutual Interest Committee earlier in the school year.

Association task force members shall be compensated for a maximum of ten (10) hours per employee at the professional rate for task force meetings attended outside the regular workday. Release time, with minimal to no substitute required, may be an option with prior approval of the Executive Director of Human Resources.

At the first meeting future meeting dates, norms, and decision-making model will be determined.

This Memorandum of Agreement remains in place until the last day of the 2023-2024 school year or until superseded by another MoA, whichever comes first.

FOR THE ASSOCIATION

FOR THE SCHOOL DISTRICT

/s/L. Bradwell  
\_\_\_\_\_  
President, SVEA

/s/D. Schlotfeldt  
\_\_\_\_\_  
Superintendent, SVSD

8/22/2023  
\_\_\_\_\_  
Date

8/22/2023  
\_\_\_\_\_  
Date

**Memorandum of Agreement  
Between  
Snoqualmie Valley Education Association  
And  
Snoqualmie Valley School District  
Regarding Mutual Interest Committee 2023-24**

The following are core interests identified by the Association and the District as a focus of the Mutual Interest Committee (Section 5.3) during the 2023-24 school year. Interests may be added or removed by mutual agreement.

1. Special Education Joint Committee progress
2. Changes in Special Education Case Management Time
3. Multi Language Learner Task Force
4. Implementation of changes to Student discipline language—Sections 41.1, 41.2
5. When OSPI publishes new growth goal language or guidance, the parties will meet to discuss implementation, outline training needs, and changes to current contract language, if necessary
6. Release Calendar usage and procedures
7. Changes to Friday PD structure
8. Transition to Kindergarten implementation, needs, and class size target

FOR THE ASSOCIATION

/s/L. Bradwell  
President, SVEA

8/22/2023  
Date

FOR THE SCHOOL DISTRICT

/s/D. Schlotfeldt  
Superintendent, SVSD

8/22/2023  
Date