

Collective Bargaining Agreement
between the
Snohomish Education Association
and the
Snohomish School District
2021-24
Snohomish, Washington

2021-24

COLLECTIVE BARGAINING AGREEMENT
between the
SNOHOMISH EDUCATION ASSOCIATION
and the
SNOHOMISH SCHOOL DISTRICT

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ARTICLE 1.00**RECOGNITION AND DEFINITIONS****SECTION 1.01: RECOGNITION****A. Bargaining Unit Defined**

Snohomish School District No. 201 (hereinafter the "District") hereby recognizes the Snohomish Education Association (hereinafter the "Association") as the exclusive bargaining representative for all non-supervisory certificated educational employees, except the following:

1. Superintendent;
2. Executive Directors;
3. Principals;
4. Assistant Principals;
5. Assistant Administrators;
6. All other District employees whose duties necessarily imply a confidential relationship to the School Board and/or the Superintendent pursuant to EERA and supervisors;
7. All casual employees, who shall be defined as substitute certificated employees employed by the District sporadically on call as needed and who have not worked at least thirty (30) days during either the current or the immediately preceding school year; and
8. All other District employees not specifically included by the provisions of this Section.

The rights and privileges afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization or any organization seeking to represent or otherwise communicate with employees represented by the Association unless directed by the Public Employment Relations Commission (PERC).

B. Substitutes

In addition to the certificated educational employees recognized to be in the bargaining unit by the foregoing, the following categories of employees shall also be included in the bargaining unit:

1. Part-time substitutes, who shall be defined as substitute certificated employees employed by the District for more than thirty (30) days of work within either the current or immediately preceding school year and who continue to be available for employment as substitute teachers, and
2. Long-term substitutes, who shall be defined as substitute certificated employees employed by the District to replace a member of the bargaining unit who is absent from his or her regular assignment in excess of twenty (20) consecutive days.

Once in the bargaining unit, part-time and long-term substitutes shall continue to be in the unit so long as available to be employed by the District as a substitute.

C. Leave Replacement Employees

Leave replacement employees, who shall be defined as certificated employees and who are expected (based on the nature of the leave for the person the employee is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one specific assignment, shall be recognized as being in the bargaining unit.

D. New Positions

In the event the parties cannot agree whether a newly created position belongs in the bargaining unit, either party, at its option, may request the Public Employment Relations Commission to resolve the issue.

E. Contracting Out

Nothing in this Agreement shall limit the District's contracting or subcontracting of work or continuing the existence of any of its present programs in its present form and/or location, provided:

1. Prior to any such contracting the District will inform the Association President of its plans.
2. The District agrees to provide the Association with the opportunity to negotiate any proposal to transfer or contract out the duties and/or responsibilities provided by bargaining unit members; and
3. Duties and/or responsibilities normally provided by bargaining unit members that the District is considering contracting out shall first be offered to certificated instructional staff. In emergency circumstances, the District may contract out bargaining unit work until completion of posting and hiring procedures.

SECTION 1.02: DEFINITIONS

Unless the context in which they are used clearly requires otherwise when used in this Agreement:

The term "Agreement" shall mean this entire contract.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "employee" refers to a member of the bargaining unit as defined in Section 1.01 above. The term "employees" refers to all members of said bargaining unit or, based on the context, to an identified class or group of members of said bargaining unit.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; and words denoting number include both the singular and plural.

ARTICLE 2.00

STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 2.01: RELATIONSHIP TO INDIVIDUAL CONTRACTS

- A. Regular Certificated Employee Contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. If a Certificated Employee Contract contains a provision(s) contrary to this Agreement, this Agreement shall be controlling.
- B. Any executed Certificated Employee Contract shall expressly provide it is subject to the terms of this Agreement. Certificated Employee Contracts if issued prior to the completion of negotiations shall contain a rider allowing adjustments as per the negotiated Agreement.

SECTION 2.02: RELATIONSHIP TO DISTRICT POLICIES AND PRACTICES

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

SECTION 2.03: CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. The Association shall

cooperate with the District in its defense against any suit brought by an outside party that arises out of District implementation of the express terms of this Agreement.

SECTION 2.04: DISTRIBUTION OF AGREEMENT

The District or the Association will print, as soon as possible, but no longer than forty-five (45) days following the ratification and signing of the Agreement, copies of this Agreement in a number mutually agreed upon. As soon as the Agreement is ready for copying as indicated above, the District will place a copy of the Agreement on its website.

The party not printing the Agreement will reimburse the other party for half of the printing expense. The parties agree to make every effort to agree on the style or format for the printing.

ARTICLE 3.00

MANAGEMENT RIGHTS

The District retains all prerogatives, functions, and rights not limited by the terms of the Agreement or by Washington statute. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:

- A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities.
- B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
- C. The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.
- D. The maintenance of discipline and control and use of school system property and facilities.
- E. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
- F. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not to conflict with this Agreement. This right is not intended to negate any Association right to bargain as may be allowed by other provisions of this Agreement or by RCW 41.59.
- G. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge or discipline, assign or transfer employees.
- H. The creation, combination, modification, or elimination of any teaching position.
- I. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employees.
- J. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. With the involvement and input of the professional staff and consistent with Section 5.05 herein, the determination of the processes, techniques, methods and means of teaching and the subjects to be taught.
- K. The right to revise the school calendar in case of extreme emergency and at the discretion of the Board, establish hours of employment consistent with Section 8.02 of this Agreement; to schedule classes and assign workloads; and to select textbooks, teaching aids and materials.
- L. The right to make assignment for all programs of a co-curricular nature.

ARTICLE 4.00

ASSOCIATION RIGHTS

SECTION 4.01: DUES AND REPRESENTATION FEE DEDUCTIONS

A. Dues

1. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association (including the National Education Association and the Washington Education Association) to be deducted in the coming year under payroll deductions.
2. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.
3. The deductions authorized by written authorization of the employee shall be made in twelve (12) equal amounts beginning with the pay period in September through the pay period of August each year. Deductions for employees who commence employment after August 25 shall be spread equally over the remainder of the pay periods through August. The District agrees to remit directly to the Washington Education Association (or Association selected designee) all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction.
4. The District shall also allow authorized payroll deduction of dues for any political action committee connected with WEA, NEA, or the Association. Authorizations and revocations shall be made in accordance with the internal rules governing any such committee(s) and in accordance with legal requirements governing such authorized payroll deduction.
5. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect.
6. These provisions shall be applied without cost to the employee or Association.

B. Representation Fees

It is understood that the Association may establish provisions for employee's who elected not to be a member but still wish to pay a voluntary representation fee. The Association will notify the District of any employee who makes such election and the amount to be deducted from the employee's pay. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this article.

C. Error in Deduction

The Association agrees to reimburse any employee from whose pay dues or representation fees were deducted, those sums in excess of the total amount due the Association at that time, provided the Association or its affiliate actually received the excessive amount.

SECTION 4.02: LEAVE IN CONNECTION WITH EMPLOYEE ORGANIZATION

Upon request, the District may grant to an employee a leave of absence with substitute pay deduction for the purpose of said employee's attendance at meetings of the Association. If such leave of absence is to attend negotiating sessions as a representative for the Association, no substitute pay deduction shall be made. Such arrangements shall be consistent with the orderly continuity of the District's total educational program and shall be subject to the approval of the Superintendent or his or her designee.

SECTION 4.03: ADDITIONAL ASSOCIATION RIGHTS**A. Access**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. The Association will provide the District with a current list of authorized Association representatives. Association representatives who are not assigned to a particular school shall sign-in at the main office prior to contacting members in said school.

The Association will be placed on the agenda, for a minimum of 30 minutes connected to the lunch break, for all District orientation programs scheduled for newly hired, certificated employees within ninety (90) days of the employee's start date within the bargaining unit. This includes orientations for employees hired after the August orientation program. In addition, upon prior written request, the Association will be placed on the agenda at faculty meetings to present brief reports or announcements. Association time on an agenda (orientation or faculty meeting) will not occur during employee paid time. No employee may be mandated to attend the meeting or presentation by the Association.

B. Access to Employee Information

Employment data maintained by the District will be provided the Association. Such data includes: employee name, employee identifier, date of hire, FTE, contract status, building and assignment, address, email address (if available), phone number, birth date, and years of experience.

The information (as enumerated above) regarding newly hired employees shall be provided the Association within fourteen (14) District business days from the date of the School District School Board official approval of a newly hired employee's contract.

C. Equipment and Facilities Use

The Association may use school office and library equipment normally available to employees after school hours, provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to use of school equipment. The use shall be for internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations.

The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment.

The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

D. Membership Communication

Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials. Copies of such Association communications will routinely be delivered to building Principals and the Superintendent.

The Association may post notices of activities and matters of Association concern on designated bulletin boards, one (1) of which shall be provided in each faculty lounge. Such notices are to be labeled as Association materials and contain the name of the authorizing Association official.

E. Suspension of Rights

In the event of a strike, sit down, or slow down against the District the above granted rights and privileges shall be suspended for the duration of such activities.

SECTION 4.04: PRESIDENT'S RELEASED TIME

The District agrees to release the Association President from his/her regular assignment up to a full-time basis. The Association shall provide written notice to the District by June 1 of each year regarding how much release time is to be applied. The President shall retain all rights and benefits of this Agreement as a full-time employee. Such release shall be without loss of salary, accrual of seniority, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the percentage of FTE for release time times the total cost of the President's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly upon receipt of a billing by the District. Upon completion of the school year for which released time is taken, the Association President shall be guaranteed his/her original position for the following school year, or a comparable position.

ARTICLE 5.00

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 5.01: DISCRIMINATION

The District agrees to adhere to the obligations of law related to non-discrimination. Neither the District nor the Association will unlawfully discriminate on the basis of race, creed, color, national origin, gender, marital status, age, disability, sexual orientation/gender identity, or honorably discharged veteran or military status. Within the practice of non-discrimination, the District acknowledges the right of its employees to a private and personal life. Further, the District will comply with all laws related to protecting personally identifiable employee information.

Right to Join and Support Association

Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, through representatives of their own choosing. Employees shall also have the right to refrain from any and all such activities. The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of: (a) Membership in the Association; (b) Participation in any activities of the Association or collective bargaining; or (c) Institution of any grievance, complaint or proceeding under this Agreement, so long as such matters are in accordance with this Agreement and the law.

SECTION 5.02: INDIVIDUAL CONTRACTS

Issuance of official contracts shall be subject to the final approval by the District Board of Directors. All contracts shall be made out in triplicate. Upon receipt, the employee shall sign and return all copies to the Superintendent's office within ten (10) days. The original contract, properly signed by the Secretary of the Board, shall be returned to the employee.

The employee must be the holder of valid certification from OSPI and an appropriate health certificate, if required.

Employees shall be presumed to be re-employed unless notified of nonrenewal in writing by May 15.

Each Certificated Employee Contract shall state the employee's full-time-equivalent (FTE) contract status for an ensuing work year. The FTE status for less than full time employees will be calculated based on the proportion of the regular work year the employee is to be contracted to work. An employee's FTE shall not change during the term of that contract unless by mutual agreement.

SECTION 5.03: RELEASE FROM CONTRACT

An employee under contract shall be released from the obligation of the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent's Office.
2. A release from the contract, prior to the last day of school, shall be granted provided a letter of resignation is submitted prior to that date. Any employee notified by the District after the last day of school that their assignment has changed, shall have the right to submit a letter of resignation and be released from their contract.
3. A release from the contract shall be granted after the last day of school provided a qualified replacement can be obtained.
4. During the work year, a release from contract will be considered upon the employee's request in case of personal situations, e.g., serious illness, moving out of the geographic area, opportunities for professional advancement and emergency circumstances.
5. A release from contract requires Board approval.

SECTION 5.04: CERTIFICATION

It is the sole responsibility of the employee to make certain that he or she maintains appropriate certification. Each employee should check carefully the expiration date of his or her certificate.

Application for renewal of professional certificates may be made in the District Office.

SECTION 5.05: ACADEMIC FREEDOM & PROFESSIONAL PREROGATIVE

Academic freedom is the right of a qualified employee to encourage freedom of discussion of controversial questions in the school setting and to develop in students a love of knowledge and a desire to research all points of view of a problem.

Academic freedom will be guaranteed to the employees covered by this Agreement so long as exercised within the following limitations:

- A. The Association and the District recognize that the application of the principle of academic freedom at the common school level involves considerations which are not equally present in the college or university.
- B. The employees must take into account the maturity of their students and the need for guidance and help in studying the issues, interacting in social contexts, and arriving at balanced, humane views.
- C. Employees must be free to think and express ideas in the school setting. Such freedom must be unrestricted, except as it conflicts with the basic responsibilities to utilize current District authorized courses of study.
- D. Controversial issues arising from classroom situations and/or subject matter may be addressed in the classroom. A safe, open, and inclusive school culture requires that controversial issues arising in normal classroom situations be guided by those purposes which establish regular curriculum.
- E. Academic freedom will be guaranteed to employees; however, this guarantee cannot supersede the policies, rules and regulations of the District.
- F. The employee must act in accordance with accepted courses of study.
- G. A curriculum or set of standards, i.e., Common Core State Standards, Next Generation Science Standards, that requires instructional staff to use the same lessons at all times or requires identical instructional strategies for all students may not be universally appropriate for an effective educational program. Teachers may exercise professional judgment (i.e., expertise, insight and creativity) in determining when and how to adapt or modify

lessons to meet the diverse needs of students to achieve unit and lesson objectives within established curriculum. This section in no way negates the principal's responsibility to evaluate effective instruction (Article 9.00).

The Association shall cooperate with the District in its defense against any and all claims or suits brought by an outside party that arise out of District adherence to the provisions of this Section.

SECTION 5.06: EMPLOYEE PROTECTION

A. Property and Liability Insurance Protection

The Board will provide employees insurance to pay for loss or damage to their personal property while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, when that is deemed necessary by such employees.

In addition, the Board will continue employees as additional named insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased by the District, provided that should such coverage need to be decreased during the term of this Agreement, the District will first notify the Association so the matter can be discussed.

B. More on Personal Property Protection

The District will reimburse the employee for replacement of major items of approved personal property damaged beyond repair, destroyed or stolen, during the course of his/her regular employment, provided that such loss is not the result of the employee's failure to take reasonable preventative measures, that any personal property is necessary for the carrying out of the District's educational objectives, that the Principal has approved in writing the employee's utilization of his/her personal property to this endeavor, and further subject to the District's ability to obtain insurance for the same and to the provisions and limitations of said insurance.

Reimbursements are subject to the following conditions:

1. There must be filed with the District's business officer within twenty (20) days after damage or loss, a notice of loss and a claim for reimbursement, approved by the employee's immediate supervisor.
2. Payment of claims* will be subject to the maximum reimbursement of \$500.00 and the deductible of \$100.00 per claim to be paid by the employee.

*Depreciation factors will be taken into consideration by the insurance company in settling any claims.

C. Injury on the Job

Whenever an employee is absent and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee will be paid his/her full salary for the period of absence, less the amount of any worker's compensation award made for the disability due to said injury; provided that the difference between the amount of the employee's salary and any worker's compensation award, if any, shall be charged to accrued sick leave.

An employee shall have the option, in lieu of the above, to utilize his/her accrued sick leave before receiving time-loss payments from industrial insurance.

D. Electronic Surveillance

No electronic device shall intentionally be used to listen to or to view an employee or groups of employees in their designated classroom or work area without their knowledge unless it is court ordered or unless it is agreed upon by the Association President and Superintendent or designee. If court ordered, the Association President will be notified and provided a copy of the court order prior to implementation. The provisions of this paragraph are not intended to prevent the District from utilizing security cameras in common areas such as parking lots, school hallways, and buses.

E. Employee Safety

1. Safe Working Conditions

If an employee believes there is an unsafe or hazardous condition at the employee's worksite, the employee shall report such condition to the employee's immediate supervisor who shall make a timely response to the report. The response will include steps taken to address the reported condition.

2. Inclement Weather – School Closures

In the event the District declares a student late start due to inclement weather, employees are required to arrive at the work site no later than one-half hour before the rescheduled student start time.

3. Threatening Behavior Toward Employee

An employee who believes he/she is threatened, harassed, intimidated, bullied, or subject to abusive behavior by another employee, a student, or a school parent/patron while said employee is on the job shall file a complaint with an appropriate administrator. Said complaint shall be in writing and shall include the facts on which the employee's complaint is based. The administrator or other administrator designated by the District will investigate the complaint. The results of the investigation shall be reported to the employee filing the complaint and to the Association President.

4. In Case of Assault

In any case of assault upon an employee while said employee is engaged in his/her assigned duties, the District shall assist the employee in reporting the matter to the appropriate law enforcement agency.

5. Staff Injuries

Injury reports involving certificated staff will be provided to the Association bi-monthly. At a minimum, the report will include the employee's name, date of injury, incident description and type of injury.

6. Cell Phones & Mobile Applications

The District will make cell phones available to staff for off-site and/or overnight supervisory duties. The District will neither encourage or require any mobile application for any employee without first reviewing the applications policies regarding privacy, data collection, sharing and security.

SECTION 5.07: DUE PROCESS

A. Just Cause

No employee will be disciplined (defined as a written warning, written reprimand, suspension, or discharge) without just cause. The grounds forming the basis for the discipline will be shared with the employee. Any employee may request that a copy of any disciplinary action be sent to the Association.

B. Progressive Discipline

A policy of progressive discipline (warning, reprimand, suspension, and discharge) will normally be followed; provided, however, the District may bypass a level(s) of discipline when a more severe level of discipline is reasonably related to the seriousness of an employee's offense

C. Association Representation

An employee shall be entitled upon request to have Association representation during any disciplinary proceeding. An employee shall have the right to have Association representation present during investigatory interviews that could reasonably lead to discipline. Said Association representation shall be limited to two (2)

except that with prior notification to the District the Association may add an additional representative. Employees who are not under investigation for potential disciplinary action but who are interviewed during an investigation will have the right, upon request, for an Association representative to observe the interview.

D. Notification of Complaints

Complaints against an employee not called to his/her attention within twenty-one (21) business days cannot be used as a basis for, or as evidence in any disciplinary action.

E. Time Limitation

No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless a similar offense was committed during the three (3) year period of time. If the same offense was not committed in said three (3) year period, any documents in the employee's personnel file related to the original disciplinary action shall be expunged and destroyed.

Notwithstanding, any documentation that is required to be retained according to state law, or necessary to defend the District in a potential legal proceeding, will be retained in a separate legal file stored at the Administration Building.

F. Administrative Leave

An employee may be temporarily removed from his or her regular assignment pending an investigation into alleged misconduct in accordance with the following:

1. Placement on administrative leave shall not be considered disciplinary and shall be leave with full pay and benefits.
2. Placement on administrative leave means that an employee's continued presence in the workplace could threaten or endanger children, self or others, disrupt the educational or work environment, or interfere with an investigation.
3. The Association President shall be given notice that an employee is being placed on administrative leave and may accompany the District administrator who is delivering the notice of said administrative leave. Said notice of administrative leave shall include District requirements for the employee while on administrative leave. Said administrator will inform the employee in writing of the allegation(s) of inappropriate conduct.
4. The District will provide the Association President with updates on the status of the investigation. The employee and Association President will be informed in writing if the investigation extends to any other complaint or alleged misconduct unknown at the time of the administrative leave.

SECTION 5.08: PERSONNEL RECORDS

A. Permanent Personnel File

A permanent personnel file for each employee shall be maintained in the personnel office in accordance with the following:

1. Each file shall contain pertinent documents and data, including, but not limited to the employment application, college transcripts, in-service credits, annual contract, evaluation reports, disciplinary actions and correspondence.
2. Employees may inspect their file at reasonable times. Upon request by the employee, the District shall prepare an inventory sheet to verify the file contents at the time it is inspected by the employee. A copy of items from the personnel file will be available to the employee at no

cost. Another person, at the employee's request and with his/her permission, may be present at the review of the employee's file. Inspection shall be in the presence of a District designee.

A copy of all material to be entered into the personnel file shall first be provided to the employee. An employee shall have the right to include in the personnel file a written response to any document contained in the personnel file judged by the employee to be derogatory. Such written response shall be signed and dated by the employee. At the request of the employee, derogatory statements and any employee response to same shall be removed from the personnel file after they have been in the file for three (3) years from the date of entry, provided no further similar or related incidents have arisen and been documented in writing, and provided further the right of removal shall not apply to substantiated information about verbal or physical abuse or sexual misconduct (as defined pursuant to law). To the extent allowed by law, unsubstantiated information about alleged verbal or physical abuse or sexual misconduct can be removed.

B. Computer-Stored Information

Computer stored information may be used for employee discipline or evaluation provided that a written copy is entered into the employee's personnel file or annual working file as appropriate and is subject to the requirements of this Agreement.

C. Annual Working File

Principals may maintain an annual working file. The employee shall be able to inspect said working file and make copies of any of its contents. At the end of the year its contents will either be destroyed or transferred only to the permanent personnel file, provided that the Principal may maintain a copy of the previous year's final evaluation in the working file for employees who remain at that school.

D. Employment Related Records

The District office shall maintain a permanent record of the following information for each employee concerning:

1. Teaching certificate data: number, type, date issued, and expiration date;
2. All administrative credentials earned, showing type, date issued, and expiration date;
3. Health certificate with date issued and expiration date;
4. Annual contract salary;
5. Additional compensation;
6. Leave hours, both accumulated and used.

E. Employee Documents

The District shall make every effort to put any employee form generated by the District in an online format. Progress in meeting this effort will be shared with the Collaboration Team over the term of this agreement.

SECTION 5.09: STUDENT DISCIPLINE

- A. The parties recognize that applying student discipline is a joint responsibility of certificated employees and the District. All parties acknowledge that these provisions are subject to the due process requirements of state and federal law regarding disciplinary actions affecting students.
- B. Certificated employees will exercise professional judgment in the area of student discipline and in taking corrective action. The District shall support employees in their use of prudent, legal and reasonable corrective measures intended to support purposeful learning relationships, maintain order, cultivate discipline, and to protect the safety and well-being of students and employees.
- C. To assist certificated employees in the exercise of corrective actions, the District, within the context of applicable law, District policy and building procedures regarding student discipline, shall:

1. Ensure that the building administrator and employees in a school building shall confer at least annually in order to review written building and District disciplinary standards and to discuss uniform application of those standards. This meeting may also be used to update all employees regarding applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights and processing of student discipline.
 2. Recognize and support an employee's use of such reasonable physical restraint as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from damage or theft.
 3. Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take corrective action when a student disrupts normal classroom activities, abuses or insults a teacher as prohibited by law, willfully disobeys a teacher, uses abusive or foul language directed at a District employee, school volunteer, or another student, violates school rules, or who substantively interferes with an orderly education process.
 4. Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one (1) or more alternative forms of corrective action. The teacher may exclude said student from his/her classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the Principal or designee and teacher have conferred, whichever occurs first. In no event without the consent of the teacher may an excluded student return to the class unless any of the aforementioned conditions have been met.
 5. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student. The administration shall provide an explanation to the employee regarding their disposition of the discipline.
 6. Respond within a reasonable period of time to all employee requests regarding student discipline concerns.
- D. Certificated employees shall be informed about any student(s) who demonstrate patterns of behavior or behaviors so severe that impact the health or safety of staff, other students or themselves. Supervising employees will be informed of the nature of such behaviors and a written safety plan will be developed/provided that sets forth the expectations, guidelines and supports that address said behaviors.

SECTION 5.10: CERTIFICATION AND HIRING

- A. The District shall employ only individuals who have earned a valid certificate for positions that require such certificates in accordance with state law and Washington Administrative Code regulations in effect on the effective date of this Agreement.
- In instances when it is necessary to hire an employee under a conditional or emergency certification, the Association shall be notified for the purpose of co-creating a plan of support, which may include recognition and/or compensation for ancillary workload demands on other current employees, paid at per diem according to a pre-approved and individualized plan of support.
- B. The District shall offer co-curricular positions only to bargaining unit members.
- C. Co-curricular positions are voluntary. If no current employee accepts a co-curricular position, the District may offer said position to an outside certificated applicant.

SECTION 5.11: JOB-SHARING**A. Definition/General**

Job-sharing shall be defined to describe the situation whereby two (2) employees voluntarily agree in writing to share one (1) position that would normally be filled by one (1) employee.

Job-sharing shall be available to employees who have continuing contracts with the District and who have indicated in writing to the Executive Director in charge of Human Resources by March 1 of their desire to job share for the ensuing school year. Unless otherwise notified by the principal by March 1, employees, at their discretion, shall understand their job-sharing position will continue for the next school year.

The proposed teaching combination and responsibilities of an assignment by two (2) job-sharers shall be divided and/or allocated according to a plan designed by the job-sharers following the plan's consideration and subject to the approval by the building Principal. Such a plan will account for the planning, assessment, collaboration, communication and other professional responsibilities of the shared assignment in such a manner so as not to rely upon additional hours or compensation. (See Application for Job Sharing, Appendix J).

B. Wages, Hours, and Working Conditions**1. Salary**

Job-sharing employees shall be paid the regular employee contract rate as specified by Article 7.00, Sections 7.01 and 7.02 based on a prorated percentage equal to the percentage their FTE relates to a full-time FTE.

2. Insurance

The two (2) employees sharing one (1) full-time position shall share one (1) benefit package based on each employee's FTE and subject to the provisions of the Collective Bargaining Agreement (Section 7.05).

3. Leaves

Employees holding job-sharing assignments shall be granted the specified number of leave days available for full-time employees in accordance with Article 6.00 prorated by the percentage their FTE relates to a full-time FTE.

Nothing herein is intended to deny a job-sharing employee from applying for and receiving other types of leaves specified in Article 6.00 as well.

4. Contract Rights

Job-sharing employees have continuing contract rights in accordance with current statutes. Such rights pertain to their current part-time contract, however, and said employees should therefore understand that they have no continuing contract right to a full-time position unless said employee is also on a leave of absence for the balance of their FTE status.

5. Miscellaneous

In the event a continuing contract replacement is required for a job-sharer, the District shall consider the other employee sharing that particular job first choice as the replacement.

In the event a job-sharer is on a leave of absence the job-sharing partner shall have first choice to serve in a leave replacement capacity for the former and will be compensated for such leave replacement time consistent with Section 7.01, Salaries.

The individuals recognize that the position is granted for one (1) year at a time. The part-time individual on leave agrees to return to their pre-job-sharing FTE status when program needs require such action.

SECTION 5.12: ASSIGNMENT, VACANCIES, AND TRANSFERS

A. Definitions

1. **Assignment:** An assignment shall mean a particular grade level, subject(s) or specialty area assigned to an employee at a given school or work site.
 - a. **Reassignment:** A reassignment shall mean a change in an employee's assignment.
 - b. **Voluntary Reassignment:** A voluntary reassignment shall mean a reassignment that an employee has requested.
 - c. **Involuntary Reassignment:** An involuntary reassignment shall mean a reassignment that an employee has not requested.
2. **Transfer:** A transfer shall mean a move by an employee from one (1) school or work site to another.
 - a. **Voluntary Transfer:** A voluntary transfer shall mean a transfer that an employee has requested.
 - b. **Involuntary Transfer:** An involuntary transfer shall mean a transfer that an employee has not requested.

B. General Provisions

1. Assignments, reassignments, and transfers will be made in the best interest of the educational program, with minimum disruption of the educational or supportive program, and in accordance with the following means, listed in priority and sequential order:
 - a. Assignment and reassignment at a school or work site;
 - (1) Unless provided elsewhere in this Agreement, first consideration shall be given to those employees who have been assigned to and worked at the school or work site during the year.
 - (2) Second consideration shall be given to those employees who have indicated in writing by March 1 a desire to return to their original school after returning from an unpaid leave of absence for all or most of the year, including at least the last 45 school days of the year.
 - b. Voluntary transfer;
 - c. Placement and assignment of new hires and involuntary transfer.
2. If allowed by law, the District may assign an employee to a grade level or subject for which that employee does not hold a legally required certificate endorsement. The District shall assume all costs connected with that employee's training/education to receive the proper endorsement to the extent required by law. This provision will not apply to an emergency or temporary assignment which requires a special education endorsement and in which the District does not intend to continue the employee beyond the period related to the emergency or temporary situation.
3. When staffing changes are necessitated by opening of new schools or school closure, the District agrees to consult with Association representatives regarding the procedures to be used. The District will consider any suggestions made by such Association representatives when implementing the process for making the necessitated staffing changes.

C. Assignment and Reassignment at a School or Work Site

1. Assignments and reassignments are the responsibility of the building administrator.

2. Interested building staff shall make the building administrator aware of their desire for change in assignments. All verified position openings shall be made known in writing to the interested staff.
3. Consideration shall be given to current employees at the school or work site who are less than 1.0 FTE and apply for an open full-time position.
4. Building administrators will consider volunteers when it is necessary to make reassignments before making involuntary reassignments.
5. After an effort has been made to fill positions by assignment or reassignment within a school site, and positions remain unfilled, then use of the voluntary transfer process outlined herein shall next be considered.

D. Voluntary Transfers from One School or Work Site to Another

1. Requests for transfers by employees will be submitted as follows:
 - a. Requests for the following school year shall be in accordance with the following:
 - (1) A transfer request form shall be completed and submitted no later than March 1 or by the deadline given if it is for a posted position, so long as the position is posted on or before August 1. The transfer request form shall include a question as to whether the request is in response to a specific posted position.
 - (2) Requests shall be considered active until two weeks prior to the first student day.
 - b. Employees who are not on the transfer list may apply for a posted position after the August 1 deadline. Employees shall submit a letter of interest, receive an interview, and if they are not hired for the position shall be notified of the specific reasons therefore.
2. Any openings not filled from existing building staff assignments and reassignments shall be posted within the District. Applications from interested, current District staff will be accepted pursuant to the following:
 - a. If the first day of posting the opening District wide is to occur during the period of October 1 through July 1, then the position opening must be posted at least five (5) consecutive business days; and
 - b. If the first day of posting the opening District-wide is to occur during the period of July 1 through September 30, then the position opening must be posted at least two (2) consecutive business days.
3. The District shall consider voluntary transfer requests consistent with the following:
 - a. The District shall consider those applicable voluntary transfer requests on file per paragraph 1, above, as well as those applications that were received in response to a specific posting, provided the seniority provisions herein will not apply to an employee applying for a position posted after July 1 and before September 30 for the following year.
 - b. A voluntary transfer applicant will be deemed to be qualified for a position if that employee has:
 - (1) The required certification for the position.
 - (2) The required endorsement for the position, or if certificated prior to 1987, its equivalent as stated in WAC 181-79A-123 and WAC 181-82-105.

(3) Overall evaluation score of proficient (or above) or /satisfactory, as indicated on the evaluation form, for the three successive years directly preceding the request for transfer. No transfers shall be finalized until all individuals on the transfer list have their final evaluation score.

(4) Has the special program qualifications in accordance with the following:

Positions which require a special program qualification of a candidate for transfer shall be identified by the District as such in advance of opening the position for transfer. The Superintendent or designee shall give written notice to the Association President of the position's special program qualification status and provide an opportunity for the District and Association to confer about the position's special program qualification(s). A "special program qualification" is any unique or unusual training, experience or other factor legitimately related to the position and deemed by the District to be desirous and essential for the candidate to be qualified for the job and which is a factor generally not common to most teaching or program positions.

The FTE status of an employee who is currently less than 1.0 FTE and who applies for a voluntary transfer to a full-time position shall not be disqualified due to their less than full time status from receiving the transfer request.

c. From those voluntary transfer applicants, the appropriate administrator will review the employees' files to determine qualifications. Selection of the person to be voluntarily transferred shall be in accordance with the following:

(1) Only those transfer applicants who are qualified in accordance with the criteria in paragraph D.3.b., above, shall be considered.

(2) If there is only one qualified applicant for a position, that person will be transferred to the position.

(3) If there is more than one qualified applicant, the position shall be given to the person who meets the following criteria in priority order:

(a) The greatest seniority as defined in Article 10.00 of this Agreement.

(b) The greatest seniority as a certificated employee in the District.

(c) The most advanced degree.

(d) The person chosen by lot.

d. In-District transfer applicants must meet with a building team comprised of at least the Department Chair or Grade Level Chair and the Building Principal who will arrange for and facilitate the meeting. This meeting will be arranged at the point it is reasonably certain the employee will be granted the voluntary transfer. Under rare and unusual circumstances, the District may consider an alternate form of communication as a substitute for the required meeting. A detailed recommendation letter from the team regarding the prospective transferee shall be provided to the prospective transferee, the Executive Director of Human Services and the Association president, following this meeting. Should the meeting and/or recommendation letter cause the employee to reconsider the transfer, said employee shall immediately notify the appropriate administrator so a determination could be made by the District as to other alternatives.

An employee will have two (2) business days to respond to a transfer offer after meeting with building principal and team.

- e. The FTE status of an employee who is currently 0.5 or greater FTE and who applies for a voluntary transfer to a full-time position shall not be disqualified due to their less than full time status from receiving the transfer request. Employees who transfer to a position less than .5 FTE will not be prohibited from transferring to a greater FTE position.
 - f. Paragraphs D.3.b and D.3.c., above, shall not apply to positions which are District-wide in nature as opposed to positions that are specifically assigned to one or more schools. Further, it is the intent with regard to the application of paragraphs D.3.b. and D.3.c., above, that they shall apply only to existing school programs.
 - g. An employee will be removed from the transfer list when the employee has declined two (2) transfer offers to his/her requested positions. An employee will not be removed from the list if he/she declines an offer for a transfer to a position not requested.
4. Employees who submit a voluntary transfer request form or apply for a posted position shall be notified of the disposition of the request. If the request is denied the employee shall be entitled to conference with the administrator involved. The purpose of the conference is to discuss the reasons the request was denied and whether there are alternatives that might be available.

E. Consideration of Non-District Applicants and Involuntary Transfers

- 1. When there is no in-District applicant who is qualified for an open position in accordance with all the provisions above, then the District will consider non-District applicants and involuntary transfers.
- 2. Non-District applicants shall be subject to the building team interview process.
- 3. The District shall avoid involuntary transfers, if reasonably possible, when there are new hires yet to be placed.
- 4. An employee who must be involuntarily transferred shall be given first consideration over non-District applicants for open positions that employee may prefer. Seniority (i.e. the least senior) shall be considered in deciding involuntary transfers.

F. Posting Requirements

Postings as referred to herein shall include, if known, the specific assignment, the qualifications for the position, and the procedure and deadline for applying and be placed on the District website.

G. Transfers--Additional Provisions

- 1. Employees being transferred may request to have their belongings moved after they have been packed by the staff member. They will, upon request, be moved from the classroom they are leaving to the new building to which they are assigned.
- 2. The administration will make a reasonable effort to preclude an employee from being involuntarily transferred from one (1) building to another twice during the same school year or from being involuntarily transferred during two (2) consecutive years.
- 3. TOSA positions: All of the TOSA positions are discretionary from year to year depending on the availability of funding sources, budget parameters and District priorities. All the individuals serving as TOSAs have continuing contracts with the District and are assured teaching positions if a TOSA assignment does not continue from year to year. The District shall notify employees by March 1 if there are changes in a position for the next school year, unless relevant Legislative changes occur after this date.

When placement in a TOSA position is being discontinued, impacted employees shall be notified by March 1 and will be involuntarily transferred to an open position based upon the preferences indicated on a transfer request form. Such involuntary transfers will occur prior to the transfer list being activated.

H. Notification and Assistance for Changes in Assignment, Work Area, and Transfers

1. Of Assignment for Subsequent Year

The administration shall provide every employee notice indicating their specific tentative assignment (including building site, grade levels and all subject areas to be taught) for the next school year. Said notice shall be provided no later than the end of the school year. The District shall provide immediate written notice, including the reasons therefore, if the final assignment is changed from the tentative one. The employee receiving such written notice shall be entitled to conference with the administrator involved to discuss the reasons for the change, whether there are any alternatives, and what assistance may be provided to aid in the transition. If notice is not given prior to August 15 then the employee will receive compensation which will be no less than one (1) day's pay at the employee's per diem contract rate.

2. Of Transfer

Written notice shall be given to an employee who is to be transferred. For involuntary transfers the administrator involved will conference with the employee before the transfer becomes effective. The purpose for the conference is to discuss the reasons for the transfer, whether there are any alternatives, and what assistance may be provided to aid in the transition. An employee who disagrees with a specific transfer will, upon his/her request, be considered for other open positions before the transfer is final.

3. Moving Assistance

An employee who is required to move from his/her current classroom or work site or to move to a new work site shall be provided at least two (2) day's pay at the hourly rate (Section 7.04). Additional days may be granted for exceptional circumstances.

I. Release Time

If a reassignment involving a totally different subject area or grade level is made during the school year, or if a transfer is made during the school year, upon the employee's request the District shall provide appropriate release time for the employee to prepare for the new assignment.

SECTION 5.13: ENROLLMENT OF EMPLOYEE'S CHILDREN WITHIN THE DISTRICT

The District shall enroll nonresident students who are the children of certificated employees.

The District will allow nonresident students who are the children of certificated employees, to enroll at the school to which the employee is assigned, or which is within their assigned school's feeder pattern. The District may reject enrolling such nonresident student if

- (a) The student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership;
- (b) The student has been expelled or suspended from a public school for more than ten consecutive days; or
- (c) Enrollment of a child under this section would displace a child who is a resident of the district.

SECTION 5.14 FOR FAMILY COMMUNICATION

Throughout the 2021-22 and 2022-23 school years, the District and the Association shall engage in a comprehensive program review of professional communications with families as it relates to the Danielson Evaluation Criterion 7. This review shall be inclusive of Pre-K to Adult Transition and across all content levels and shall include reporting on student progress with families. The recommendations resulting from this review shall be brought to the Collaboration Team.

Beginning in the 2022-2023 school year, at a minimum, classroom teachers will communicate monthly regarding instructional program(s) using a variety of communication tools, i.e., but not limited to: email, Canvas/SeeSaw, newsletter, phone/video/in-person conference and/or Skyward. This shall be done at the individual's professional prerogative and under the supervision of their evaluator. The District and the Association shall agree upon the type and mode of communications shared with families in regard to how teachers will communicate regarding students, including District support for adopted communication tools, regarding the expectations for the implementation of this section.

ARTICLE 6.00

LEAVES

"With pay and benefits", for the purposes of this entire Article, shall mean with full pay and insurance benefit contributions unless otherwise expressly provided. "Without pay and benefits" shall mean:

A leave of absence without pay and benefits will result in loss of contracted salary (both regular and TRI) determined by taking 1/180th times that employee's pay for each such day.

A leave of absence without pay and benefits for a period longer than ten (10) work days per year will result in loss of District insurance benefit contributions determined by taking 1/180th times that employee's annual benefit contributions for each leave day for which such contributions were not earned.

Employees on a leave without benefit contributions shall be eligible to self-pay their insurance premiums. Arrangements should be made with the Personnel Office.

Leaves shall be reported by the employee in a timely manner and in accordance with each leave provision using the District's reporting tool. The reporting tool used by the employee shall designate categories for the reporting of leave in the same manner that this agreement does.

SECTION 6.01: LEAVES OF ABSENCE WITH PAY AND BENEFITS

The following leaves of absence are with pay and benefits in accordance with the expressed provisions for each leave.

A. Annual Leave

1. Annual Leave Accumulation

Each employee will be allowed a maximum of twelve (12) days leave each year, accumulative as allowed by state law. Annual leave will be prorated for partial year and less than full-time employees on the basis of contracted days and partial FTE status, respectively.

2. Uses for Annual Leave (No Specified Limit)

Accumulated annual leave with no specified limit on the number of leave days that may be used shall be granted for:

a. Temporary Disabilities:

(1) Leave shall be granted for temporary disabilities caused by any of the following:

- (a) Personal illness (mental or physical);
- (b) Personal injury;
- (c) Surgery; or
- (d) Pregnancy, or disability arising from pregnancy.

If an employee desires leave for child care beyond the period of temporary disability, the employee may utilize any amount of accumulated annual leave, or, either instead of using said annual leave or after using said annual leave the employee may apply for child care leave Section 6.02 D. Employees are encouraged to consider whether to utilize all their annual leave for the purposes above or to save some accumulated leave for future needs.

- (2) The District may require a signed statement from a physician for any leave of more than five (5) consecutive work days.
- (3) An employee may apply any accrued annual leave to the period of temporary disability leave. Leaves in excess of accrued annual leave benefits will be without pay.

b. Personal Emergencies

Emergencies are defined as personal emergencies that require the individual employee's attention and are of such a nature that prior planning is not possible.

c. Care for Employee's Relatives, Domestic Partner, or Member of Household

Annual leave shall be granted to an employee to care for any of the employee's relatives, domestic partner, and/or member of the employee's household who has a health condition that requires treatment or supervision. Kinship based on step lineage and based on legally designated foster relations shall be included in, but not limited to, use of the term "relatives", above.

3. Uses for Annual Leave (Specified Limit)

Employees shall also be entitled to use a portion of their accumulated annual leave for the purposes outlined below:

a. Adoption

Up to thirty (30) of an employee's accumulated annual leave days per year shall be available for adoption purposes (ten (10) days per year for foster care), including but not necessarily limited to completing the adoption process, court and legal procedures, home study and evaluation, required travel, and required home visitation by the adoption agency.

b. Non-birth Parent

Up to thirty (30) of an employee's accumulated annual leave days per year shall be available to the non-birth parent for purposes related to the birth of the employee's child and post-partum care. Said leave shall normally be in a continuous block of days including the child's birth date.

B. Attendance Incentive Program

The District will implement the Employee Attendance Incentive Program provided as per current effective statute at the time of application by the employee. At the effective date of this Agreement, portions of the statute are summarized below:

1. For Annual Cash-out

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to

one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty days.

2. For Separation from Employment

At the time of separation from school district employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full-days accrued leave for illness or injury. Eligible employee means:

- (a) Employees who separate from employment due to retirement or death; or
- (b) Employees who separate from employment and are at least age 55 and have at least 10 years of service under the teachers' retirement system plan 3; or
- (c) Employees who separate from employment and are at least age 55 and have at least 15 years of service under the teachers' retirement system plan 2.

In lieu of remuneration for unused leave for illness or injury as provided above, by an annual vote conducted by the Association, it may be determined that equivalent funds may be contributed to a benefit plan (VEBA) that provides reimbursement for medical expenses.

C. Leave Sharing Program

The District will implement a leave sharing program for bargaining unit members consistent with the rules and regulations of the State of Washington. (See Appendix E physician verification form.)

Parental Leave Sharing: Employees who are sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave to bond with the employee's newborn, adoptive, foster or child placed through guardianship shall have access to the leave sharing program. Donations will be solicited and managed in the same manner as leave sharing for health concerns.

- 1. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption, foster care, or guardianship, for a period of up to sixteen weeks after the birth or placement.
- 2. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.
- 3. An employee is not required to exhaust all annual leave in order to access leave sharing and may maintain up to forty (40) hours of annual leave in reserve.
- 4. Requests for parental leave sharing should be made to the Executive Director of Human Resources (or designee) and include documentation verifying the birth, adoption, or fostering adoption, fostering or designation as guardian of a child.

D. Bereavement Leave

Up to five (5) days leave shall be granted in the event of the death of an employee's relative, domestic partner, and/or member of the employee's household. Kinship based on step lineage and based on legally designated foster relations shall be included in, but not limited to, use of the term "relatives", above. Bereavement leave is understood to provide leave for attendance at funerals, memorial services, or other activities that may be expected of any employee granted bereavement leave.

At the discretion of the Superintendent or designee, an employee, upon request, may be granted leave for the death of a close friend not covered in the above paragraph.

E. Personal Leave**1. Allotment**

Three (3) days leave shall be granted per year for personal matters which require that the employee be absent during the regular working day. The days will be granted without requiring the employee to state any reasons for the leave beyond the term "personal."

2. Restrictions

No more than five percent (5%) of the bargaining unit may utilize personal leave on the same day. No more than two (2) personal leave days may be used during the first/last week of the school year or the day before/after Winter break or Spring break, and no personal leave shall be used the first day of school, PLD and enrichment days, or on parent conference days, provided the Superintendent or designee may grant exceptions to this limitation based on unusual and extenuating circumstances. The employee shall notify and/or receive approval for the leave by 3:00 p.m. two (2) workdays prior to the leave.

3. Cash-out or Rollover

Employees who do not use one (1) or more personal leave days shall have the following options:

- a. To be compensated \$200 for one (1) or more unused days.
- b. To carry over any unused day(s) into the next school year, provided the maximum number of personal leave days an employee may have available in any year is six (6). An employee with three (3) or more personal leave days available in any year has the option of using one (1) or more days, cashing out one (1) or more unused days at the end of the year, or carrying over up to three (3) unused days into the following year.
- c. Employees on non-continuing contracts or employees separated from service or are retiring will automatically have any unused personal days cashed out in their last paycheck.

An employee with more than one (1) unused day may elect a combination of option 3a and 3b above, e.g. an employee carrying over two (2) days may elect one (1) day to be cashed out and one (1) day to be carried over.

Using a District form, employees shall notify the District of their intent to cash out or carry over unused personal leave days. If an employee has not provided the District with said form by the close of the current school year, the District will automatically assume that any unused personal leave days are to be carried over into the next year up to the maximum allowed per 3b above.

So long as State retirement regulations view the cash out of unused personal leave days by Plan 1 employees as excess compensation, if an employee cashes out personal leave in the final two (2) years of employment prior to retirement, such amount of "cash out" will be deducted from the employee's pay.

4. Pro-rating

Personal leave for employees who are less than one FTE shall have their personal leave days prorated based on their FTE status. The FTE status shall govern the number of leave days earned, carry-over of said days, and cash out of said days.

F. Professional Leaves

Application for leaves to attend professional conferences, workshops, or to make school or classroom visitations should be made to the Superintendent or designee. Reference should also be made to Section 7.08 herein (Professional Development).

G. Parental Leave

An employee will be granted up to four (4) days non-accumulative paid leave per year for a birth or adoption occurring during or adjacent to the employee work year. Parental leave under this section shall normally commence in a continuous block of work days including the child's birth or adoption date and shall precede all other leaves in sequence of use by the employee.

SECTION 6.02: LEAVES OF ABSENCE WITH OR WITHOUT PAY AND BENEFITS

Leaves of absence in this Section may be with or without pay and benefits dependent on the express provisions below.

A. Military Leave

Every officer and employee of the state or of any county, city, or other political subdivision thereof who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee shall receive from the state, or the county, city, or other political subdivision, his or her normal pay. The officer or employee shall be charged military leave only for days that he or she is scheduled to work for the state or the county, city, or other political subdivision.

Military leave will be granted to personnel who are required to serve in the armed forces of the United States or the State of Washington in fulfillment of obligations incurred under selective service laws. During such a period of military duty the School District shall not be obligated for any financial reimbursement to the employee.

Military leave without pay may be granted to employees entering active duty voluntarily for short periods during those times when their obligation to the school system will not be neglected.

The District shall also comply with the Military Family Leave law RCW 49.77. This law allows an employee who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty, or has been deployed, to take up to a total of fifteen (15) days of leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. In accordance with the law, the employee shall have the option to take such leave without pay or to utilize their accumulated paid annual leave.

The District will also comply with any applicable federal laws and regulations which provide military related leave benefits to employees covered by this Agreement, including, but not limited to, the 2008 amendments to the Family and Medical Leave Act which provide for a twelve (12) week "qualifying exigency" leave and a twenty-six (26) week military caregiver leave.

Should the laws mentioned in this Section be amended during the term of this Agreement, the District will comply with any such amendments.

B. Jury Duty and Subpoena

Leave of absence with pay and benefits shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Any compensation received for jury duty performed during working hours shall be reimbursed to the District business office.

Leaves of absence with pay and benefits shall be granted when an employee is subpoenaed to appear in court, provided the leave shall be without pay if the employee is a plaintiff in an action against the District. If any witness fees are paid, that amount shall be reimbursed to the District business office.

C. State/Federal Family Leave Laws

The District will apply the requirements of all applicable State and Federal family leave laws in accordance with the following:

1. In compliance with the Federal Family Medical Leave Act of 1993, the District will provide up to sixty (60) work days of leave with paid benefits for employees with qualifying events (i.e., birth of child and care of newborn, placement of a child for adoption or foster care, care for employee's spouse, child or parent with a serious health condition, and because of a serious health condition which makes the employee unavailable to perform the functions of his/her job).
2. Unless otherwise expressly provided by law, such leave shall be considered to run concurrently with any other leave provided in this Agreement that fits the same reason for taking leave under the applicable law.
3. In the event that the FMLA is changed to the extent that rights or benefits in the contract are affected, the District and Association will negotiate changes.
4. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

D. Child Care Leave

An employee may upon application be granted up to one (1) year leave of absence for the purpose of child care, including care of an unborn child. The specific length of the leave shall be as mutually agreed upon by the employee and the Executive Director of Human Services with approval of the District Board of Directors. Upon expiration of the leave period, the employee shall return to service unless he/she had previously resigned. The employee shall have the option to use any amount of their accumulated annual leave for the purpose of child care described by this paragraph. Employees are encouraged to consider whether to utilize all of their annual leave for child care or to save some accumulated leave for future needs. If the employee does not utilize accumulated annual leave, the leave shall be without pay and benefits.

E. Domestic Violence Leave

It is the intent of the parties to comply with RCW 49.76.

An employee who is the victim of domestic violence, sexual assault, or stalking, or who has a family member who is a victim, shall be entitled to annual leave or other applicable leave. The employee shall have the option to take leave on an unpaid basis as well. "Family member" under this law means any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

An employee taking leave for reason of domestic violence, sexual assault or stalking must provide advance notice that the leave is being taken for one of the reasons enumerated above; provided, however, that if the employee is not able to give advanced notice, the employee or "designee" must notify the employer before the end of the first day of absence.

The District may require verification that the employee or family member is a victim of domestic violence, sexual assault, or stalking. The District may additionally require written verification of the family relationship. Such written verification must be provided the District in a timely manner.

SECTION 6.03: LEAVES OF ABSENCE WITHOUT PAY AND BENEFITS

Leaves in this Section are without pay and benefits and will not apply toward experience for placement on the salary schedule or other related benefits.

A. Extended Disability Leave

An employee who exhausts accumulated annual leave for a disability may apply for shared leave (see Section 6.01 C). If the employee exhausts both annual leave and any shared leave, an extended disability leave without pay and benefits shall be granted for the duration of the disability or through the school year following the exhaustion of annual and shared leave, whichever occurs sooner. The District shall have the discretion to grant additional extended disability leave based on the employee's prognosis for recovery.

B. Other Leaves

1. Short Term

Any short-term leaves of absence without pay of five (5) days or fewer must be approved by the Superintendent or designee for a "once in-a-lifetime" event.

The Superintendent or designee shall use the "once-in-a-lifetime" event definition as guidance in the approval of leaves without pay. A "once-in-a-lifetime" event shall include (but not be limited to): family-related weddings, graduations, significant anniversaries, or other events that cannot be replicated.

2. Longer Term

Other leaves of absence (including leave for public or political office and leave for professional improvement) not covered by any of the leave provisions contained in this Article 6.00 above may be granted upon the recommendation of the Superintendent and at the discretion of the Board of Directors. However, the employee retains sick leave and other rights extended by the District. Part-time, as well as full-time, leaves shall be allowed under this paragraph. Part-time leaves involve an employee working part-time, taking a leave for the other portion of the full-time job, thus protecting the right to a full-time position for the following year.

- a. A leave of absence may be granted up to one (1) year.
- b. Application for leave must be made to the Superintendent and approved by the Board.
- c. Application for leave for the succeeding year should be made on or before March 1. The Superintendent may accept applications later than this date for valid reason.
- d. The employee on leave must notify the District of his/her plan to return by March 1 of the year of the leave. Failure to do so could necessitate termination of employment.
- e. The returning employee will not necessarily be assigned to the identical position or same building as occupied before the leave of absence.

ARTICLE 7.00

SALARIES AND BENEFITS

SECTION 7.01: SALARIES

A. 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 nor to vest employees with compensation in excess of that provided for by law.

B. Salary Payment Provisions

All salaries shall be paid in accordance with the employee's placement on the base and Professional Learning/Enrichment salary schedules attached as Appendix A, in accordance with the provisions found in Section 7.02. Employees shall receive salaries based on their annualized or calculated FTE.

Revisions shall be made in accordance with the provisions below.

1. Increments will be granted effective the start of each school year.
2. Pursuant to RCW 28A.400.200(4), RCW 28A.150.200, and OSPI Enrichment Work Group, a Professional Learning/Enrichment stipend will be paid on a supplemental contract and will compensate employees for the responsibilities that are outside of the state's basic education commitment. In accordance with State law, this separate contract is not a part of the employee's continuing contract and not subject to the restrictions therein.
3. For the contract years, 2021-22, 2022-23 and 2023-24, each cell of the Base and Professional Learning/Enrichment salary schedule shall be increased by 2% in addition to any inflationary adjustment (currently IPD) funded by the state. In the 2022-23 school year the District and the Association acknowledge when the state salary schedule is rebased the parties will meet to negotiate the impacts for the 2023-24 school year.

C. Salaries for Additional Time and Responsibilities Beyond Basic Education

1. Extensions of Regular Duties

The District reserves the right to offer additional days of employment on a supplemental contract for certain positions that in the District's judgment require additional time beyond the basic education work year. (Also, see Section 8.01C herein.) Prior to effectuating any changes in the current numbers of such days, the District shall afford the Association the opportunity to negotiate the changes.

2. Additional Days and Responsibilities (Professional Learning/Enrichment Schedule)

The District and Association agree with and affirm the following:

Providing a quality education for students requires from employees a commitment to the profession beyond the minimum program of basic education, base contract, normal workday hours and school year.

Required Additional Days

In addition to the basic education work year (180 days as defined by Section 8.01A), employees shall be required to work four (4) additional days as set forth on the calendar (see Section 8.01B and Appendix F).

Each building will decide the format and structure of “Meet the Teacher” events occurring prior to the first student day.

For 2018-19, two Professional Learning/Enrichment days before the opening of school shall be as minimally impacted by all group or large group meetings as is necessary, being mindful of individual needs to prepare classrooms and curricula for the beginning of instruction. The third Professional Learning/Enrichment day between the semesters shall be directed by individual employees.

A Professional Learning Day (PLD) will be scheduled in August and shall be building directed.

For 2019-20, one (1) Professional Learning Day (PLD) will supplant a current Professional Learning/Enrichment day (184 work days).

3. Supplemental Contract

Employees shall be issued a supplemental contract for responsibilities allowed by paragraph E 1-2, above. The supplemental contract shall be in the form shown as Appendix C. In accordance with State law, this separate contract is not a part of the employee's continuing contract and not subject to the restrictions therein. An enrichment contract will be prorated based on FTE.

4. Failure to Work Professional Learning/Enrichment Days

Employees who do not work one or more of the required Professional Learning/Enrichment days shall have their regular salary schedule pay reduced in the amount of each day not worked. This reduction shall not apply if the employee has an approved paid leave of absence for the day(s) not worked.

5. Payment

For the compensation referenced above, employees shall be paid on an equal monthly basis beginning with the September pay period and continuing through August 31.

D. Contingent Reopener

Salaries, stipends, and benefits may be reopened by the Association or District for negotiations in any of the following events: (a) the present salary and benefit limitation laws are voided as applied to the District by a final and binding court order; or (b) the Legislature or administrative agencies remove the present salary limitations as applied to the District; or (c) the Legislature increases funding for salaries or benefits which are not automatically passed through according to other provisions of this Agreement; or (d) the Legislature decreases funding for salaries or benefits; or (e) the Legislature increases or decreases local levy authority resulting in an increase or decrease of in local revenue; or (f) levy failure; or (g) increase or decrease of funding based on changes in regionalization.

SECTION 7.02: EXPERIENCE, CREDIT GUIDELINES

Placement on the salary schedule will be determined by two (2) factors: (A) Experience, and (B) Education. Employee placement (credits and years of service) on the 2017-18 salary schedule will be accepted as the baseline for placement on salary schedules beginning in 2018-19. It is the intent of both parties to recognize and compensate employees for comparable experience in the professional and educational setting.

Except as modified herein, employees shall be placed on the salary schedules in accordance with the rules for education and experience applicable to the state's Salary Allocation Model in the 2017-18 school year as reflected in Chapter 392-121 WAC and OSPI's rules applicable to the submission of the S-275 report. Experience and education recognized by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized for the duration of the current agreement.

A. Experience Guidelines**1. Prior In-State, Out of State & International Experience**

The Superintendent or his/her designee will recognize previous education related employment experience in public or private schools, correctional facilities, or other public agencies of other states. The experience will be recognized providing the person had completed a baccalaureate degree and had a teaching or other education-related certificate in that state at the time the experience was earned.

2. ESA Non-School Experience

Non-school professional experience of ESA staff shall be recognized as follows:

- a. An employee holding an ESA certificate (SLP, OT, PT, Psychologist, Audiologists, Nurses, Social Workers, Counselors) will be granted up to ten (10) years of clinical experience in non-school employment provided that a certificate/license was required for the non-school position. This includes work experience at an agency that is contracted with a school district as well as experience in a non-educational setting. Qualified experience will be credited toward placement on the District compensation schedule.

To receive credit for non-school district work experience, ESAs must follow these guidelines:

- 1. Submit a separate Verification of Non-School District Service form to each former employer.
 - 2. Verification of experience forms need to be completed by each employer. If information is missing, Human Services cannot accept the form. It is the responsibility of the employee to correspond with their previous employer (s) for missing information and meeting the submission deadline.
 - 3. The previous position must have required a professional license and/or certificate as a condition of employment. The ESA also must have held such a license and/or certificate.
 - 4. Credit is not given for self-employed professional experience.
 - 5. If the employer cannot provide the required documentation, experience will not be credited.
 - 6. Verification forms must be returned from the employer directly to Human Services. These may be scanned and emailed as PDFs to Human Services.
 - 7. All experience verification must be submitted to Human Services no later than September 30 of each year. All step or experience movement on the salary schedule will be confirmed by November of each year for salary placement retroactive to the beginning of the contract year.
- b. One (1) year of service in a non-school position counts as one (1) year of service for the purposes of determining service credit per paragraph (a) and (b) above.
 - c. Non-school years as provided in paragraphs (a) above shall not be applied to service credit totals for purposes of any retirement benefit under Chapter 41.32, 41.35, or 41.40 RCW, or any other state retirement system benefits.

B. Credit Guidelines**1. Degree Requirement**

A baccalaureate degree from an accredited four (4) year college or university and reported on an official transcript by the institution shall constitute the minimum academic requirement for employment.

2. Documentation of Credits and Degrees

Responsibility for securing prior approval when required and submitting transcripts as evidence of course completion shall rest with the employee in accordance with the following:

Education credits shall be granted for advancement on the salary schedule when evidence demonstrating completion of coursework is filed with the Human Services Department. Such evidence shall be in the form of an official college transcript from an accredited college or university, or clock hour documentation issued by a State Board of Education approved clock hour provider. Documentation must be filed no later than October 10 for credits earned on or before October 1 of the year for which salary schedule placement is in question. Additionally, an employee may submit a degree at any point in the year and the degree will be posted to their salary schedule placement within thirty (30) calendar days of submission.

If for some circumstances beyond the control of the employee, the college transcripts or clock hour documentation cannot be made available by said date, and the District has been advised in writing by the college registrar or clock hour provider of the credit, the employee will be granted the allowance for salary placement if official paperwork is received in the Human Services Department no later than December 1 of the same year.

3. Additional Guidelines

a. Clock Hour Credits

Pre-authorization is not required when attending state approved workshops or conferences when credits/clock hours are provided. Documentation for salary placement will be in the form of clock hour verification forms, in-service verification registration forms or sealed college transcripts.

b. Below 300 Level Credits

Only courses numbered three hundred (300) and above are applicable toward advancement on the salary schedule. Exception may be made if a lower division course (100, 200 level) is a prerequisite to registering for a three hundred (300) or above course which the employee plans to take or if the lower division course is necessary for the teacher to teach subject content or is necessary as a result of a District generated reassignment. Exception shall also be made for clock hour credits as allowed by paragraph a, above.

Prior approval is required if the course is below the three hundred (300) level. Prior approval documentation would include course description and a short statement from employee stating how class meets the criteria outline in paragraph e, below; turned into Director of Human Resources for approval.

c. Course Content Requirements

Education credits earned after September 1, 1995 must involve course content which meets at least one (1) of the following criteria:

- (1) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.
- (2) It pertains to the individual's current assignment or expected assignment for the following school year.
- (3) It is necessary for obtaining endorsement as prescribed by the state board of education.
- (4) It is specifically required for obtaining advanced levels of certification; or
- (5) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certified instructional staff.

- (6) It addresses researched-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.

Should the State, in the future, change the above criteria, any new criteria shall be mutually added to this section for future application to credits earned for advancement on the salary schedule.

Documentation for the credit/clock hours meeting the requirements of 3. (e) above shall be submitted to the Human Resources Department and will be stamped to verify approval of said credits/clock hours.

Documentation means that an official transcript is required for any college credit; for clock hours not affiliated with a college, a signed proof of attendance or transcript is required. (See OSPI's website for approved providers; www.k12.wa.us.)

SECTION 7.03: CO-CURRICULAR SCHEDULE

A. Co-curricular Salary Schedule

The co-curricular salary schedule is shown in Appendix D.

B. Experience Credit

Experience shall be recognized for advising a similar activity in the K-12 school setting.

C. Certificate Requirement

The District shall not hire a non-certificated person for any co-curricular activity position covered by this Agreement. The District must open the position to outside certificated applicants if there are no internal applicants who are certified. Certification for the purpose of this paragraph refers to regular certification for educational employment.

D. Posting of New and Vacant Positions

All new and vacant co-curricular advisor positions shall be posted prior to filling. Posting shall be done in the same manner as required by Section 5.12 F.

E. Splitting a Co-curricular Position

One (1) co-curricular advisor position shall not be split between two (2) or more individuals without their consent.

F. Decisions to Fill Positions

The decisions as to which of the positions referred to in this Section are to be filled will be left up to the administration. Such decisions will be reviewed on an annual basis and will be based on the District's determination of whether or not the activity required time and/or responsibility beyond that required by the regular teaching contract, as well as on other considerations. Discrimination because of race, color, religion, sex, age, national origin, marital status, creed, or presence of sensory, mental or physical handicap, except insofar as they may be a bona fide occupational qualification, is prohibited by law. This applies to the filling of any of the positions covered in this Section.

G. Co-curricular Positions Defined

Co-curricular activities are those which are performed in addition to the basic program and require additional time of staff. Activities on the co-curricular schedule which are performed during the course of the regular workday, as defined in Article 8, Section 8.02, will not be eligible for funding unless they require additional time commensurate with co-curricular activities conducted outside the workday.

H. Annual List of Positions to be Funded

The District and/or the appropriate building level administrator shall publish a list of co-curricular positions to be funded for each school year. Said list shall be available no later than the first contracted workday.

I. Issuance of Co-curricular Contracts

The District will make a concerted effort to issue co-curricular contracts before the service is to be performed.

SECTION 7.04: HOURLY RATE OF PAY FOR MISCELLANEOUS WORK

A. Hourly Rate for All Miscellaneous Work

There are a number of opportunities authorized by the District that fall outside the normal work and workday of employees, which shall be paid at the hourly rate of \$40.00. Paid hourly work includes: Attendance at District in-service/training outside the regular contract obligation, providing instruction for Re-Entry and GED programs, teaching summer school and extended learning (for the number of hours specified by the District), providing instruction/facilitation for other staff at in-service, classes or workshops, and other duties and responsibilities for employees covered by this Agreement outside the regular contract obligation, as determined by the responsible administrator. This rate does not apply to any extended contract or to supplemental contracts.

B. Rate of Pay for Employees Supervising Summer School or other such Programs

Employees shall be compensated on a supplemental contract.

SECTION 7.05: INSURANCE BENEFITS

A. Application of State Law

The parties to this Agreement agree to abide by State laws relating to school district employee benefits.

B. Legislative Action

In the event the Legislature makes changes to the employee benefits that results in changes that may be locally negotiated, parties agree to reopen Section 7 on insurance benefits.

SECTION 7.06: PAYMENT

A. Monthly Installments

All employees will be paid in twelve (12) monthly installments. Each check will contain one-twelfth (1/12) of the contracted salary unless otherwise required by the effective date of salary increases or any salary adjustments made during the year. Payroll checks will be issued on the last business day of each month. Payroll checks for December will be issued on the last working day of December provided that sufficient general fund dollars are available.

B. Payment Errors

In the event of an error or under or overpayment the District and the employee will work out a reasonable time for repayment, which will normally be within the work year in which the error occurred. A longer period will

be considered when there is assurance the employee will continue employment with the District the following year.

C. Employees Leaving the District

Employees leaving the employment of the District will be paid the balance owed on their contract on the pay period which immediately follows the payroll cut-off date which occurs after the termination date.

SECTION 7.07: BUILDING AND PROGRAM LEADERSHIP

Grade Band, Team and Course Leaders, and Department Chairs

Each elementary school shall have a number of grade level band chairs or team leaders and each secondary school shall have a number of department chairs in accordance with the following:

A. Number of Positions

The total number of building leadership team members representing grade level bands at the elementary level or departments/teams at the middle school level shall not be less than the ratio of one (1) chair or leader to seven (7) FTE continuing, non-continuing, and provisional contract bargaining unit employees assigned to a school as of October 1 of each school year.

All building leadership teams may, but are not required to, include one Learning Support Specialist at the principal's discretion. The Learning Support Specialist's membership at the elementary and middle levels may be funded through the additional at-large stipend (7.07 F).

Snohomish High School and Glacier Peak High School will each have a department chair for the following departments:

- Counseling
- Fine and Performing Arts
- World Language
- Health and Physical Education
- Language Arts
- Math
- Science
- Social Studies
- Special Education
- Career and Technical Education

Staffing will be evaluated yearly to determine the need for department heads at AIM.

B. Secondary Course Leads

Math, English Language Arts, Science and Social Studies departments shall also generate course leads for courses within the department that have at least eight (8) sections assigned to a given course in either semester. The role of the Course Lead is to serve as a support for a specific course to aid in collaboration, communication, and resource management. Course leads would be selected by the Principal and Department Chair on an annual basis.

C. All Employees Included

All bargaining unit employees at each school will be included in a specific grade level, team, house, or department.

D. Department Chair/Building Leadership Team Selection Process

Prior to the election, interested members shall confer with the principal for a collaborative understanding of the job description and expectations. Building leadership team members/department chairs shall be elected by the

continuing, non-continuing, and provisional contract bargaining unit employees in each grade level, team, or department. The election process shall be determined by department and grade levels but shall include: a third-party member who announces and facilitates the process; an open and anonymous period for nominations; and a secret or anonymous ballot. In the event that an election does not produce a chair or leader, the Principal shall decide. The election process for Snohomish High School and Glacier Peak High School may begin no earlier than the week after spring break but must be concluded by the last working day of the school year.

E. Term

The term for chairs and leaders shall be determined at the site but shall not exceed three (3) years. Every effort shall be made to make the terms rotate. There shall be no limit on the number of terms an individual may serve.

F. Compensation

Building leadership team members shall be compensated with the following: at a rate of \$2,250 per year. Each elementary and middle school will receive the equivalent of one additional at-large stipend beyond the basic ratio provided in 7.07A to extend building leadership team membership. The assignment of that position and allocation of the stipend will be made by the principal. Any employee who earned more than \$2,250 in 2017-18 shall be grandfathered until such time as they leave the position, or the compensation reaches their current rate of pay.

Secondary Course Leads shall be compensated \$400 each year.

G. Deviation via Contract Waiver

Any deviation from the requirements of this Section shall require a contract waiver in accordance with Section 8.13 D of this Agreement.

H. District Leads

The purpose of a district lead is to enhance the communication process, increase shared learning opportunities, and transparency between the district and the teams that the leads serve.

A district lead will be selected by the Superintendent (or designee) and the Association President (or designee) in collaboration with principals from nominees submitted by both classified and certificated employees in the applicable programs, as agreed upon in an inter-unit memorandum. Leads will be compensated at \$2,000 per year. The Lead will work collaboratively with the Superintendent (or designee) Lead work is not intended to bypass building systems to address issues. This work is ongoing with periodic reporting to the Collaboration Team by the superintendent (or designee)

Recognized District Leads:

1. Special Education
 - a. Psychologist
 - b. SLP
 - c. OT/PT
 - d. K-6 Resource Room
 - e. 7-12 Resource Room
 - f. K-12 Life Skills
 - g. Preschool
 - h. Positive Behavior Support
 - i. Social Skills and Communication
2. Library
3. Counseling
 - a. Secondary
 - b. Elementary
4. Nurse

The purpose of the special education lead positions is to enhance the communication process, increase shared learning opportunities, and transparency between the directors of special education and the teams that the leads serve. This will be accomplished through:

- Facilitation of monthly meetings with their groups in which norms are created to facilitate accountable conversations around their specialty areas. This will further information sharing, communication, and learning.
- A commitment to facilitating conversations with their teams around topics that will further district initiatives, and review and potentially clarify program descriptions.
- In conjunction with the directors and TOSAs, plan and implement the three district PGF's to facilitate learning opportunities that support district initiatives.
- To meet monthly as individual team leads with the special education director before or after school to discuss topics of importance to their team members and to have reflective conversation around program development and enhancement, as well as caseload and class size agreements.

SECTION 7.08: PROFESSIONAL DEVELOPMENT

The District may encourage cooperative arrangements with institutions of higher education for the purpose of in-service programs, pilot projects, and limited experimental programs. The District will consider the views of all interested professional sources including the recommendations of SEA for in-service or staff development programs or activities.

The Association and District have a common interest in providing both incentives and support for those employees endeavoring to improve their professional skills and knowledge. The parties have, therefore, agreed as follows:

1. Employees may request through the Director of Teaching and Learning, up to two (2) days unpaid leave per school year for the purpose of presenting or facilitating professional development opportunities outside the District.
2. The District shall provide as a Professional Development Incentive \$450 for each employee to use for professional development purposes as determined by the employee. Employees interested in attending a conference requiring more than one release day may apply to the school principal for funding to support additional substitute days. Approval for such a request will be subject to the availability of funds from school or district budgets and alignment of the request to school and/or school district initiatives.

Employees may use the Professional Development Incentive for any of the following:

- Costs to attend a workshop, conference, or clinic;
- Costs to visit another classroom, school, or school district;
- Reimbursement for tuition, fees, or clock hours connected with classes, workshops, or clinics;
- Costs involved with any Professional Growth Program stemming from implementation of Section 9.04;
- Costs involved with any peer coaching arrangement involving the employee;
- Costs to implement an in-service activity;
- Costs to take the PRAXIS test;
- Cost of required certificate renewal fees, and/or professional licensure fees within a given school year;
- Costs for ProTeach registration fee;
- Purchase of classroom supplies, materials, and equipment, including District approved printers; or
- Other uses reasonably related to the parties' intent to provide support and incentive for professional development.

If an approved professional development event would require two (2) days of employee absence, the District will supplement the employee's \$450.

A. **Verification and Reimbursement**

It is understood that each employee is entitled to the above professional development incentive so long as consistent with the stated purpose. However, it is necessary for accounting and scheduling purposes to have a verification and reimbursement process.

1. **Verification**

To be eligible for the incentive money, an employee, prior to incurring the expense, must submit, on a form to be provided by the District, a request to the building principal. The Principal will verify encumbrances so as to coordinate proposed activities with other school functions. For costs incurred any time between August 1 and July 31, an employee must have submitted such a verification form no later than July 31.

2. **Payment**

It is understood that each employee is entitled to the above professional development incentive so long as consistent with the stated purpose. Except for substitute time, the method of payment will be on a reimbursement basis or by purchase order per the provisions below:

- (1) **Reimbursement:** For costs incurred any time between August 1 and July 31, an employee must have submitted a reimbursement form no later than July 31. Employees should hold their receipts until the \$450 has been reached or they have completed their reimbursable activities for the year. At that time, a reimbursement form should be completed and given to accounting. The District will then, as soon as reasonably possible, reimburse the employee for any eligible costs.
- (2) **Purchase Order:** A single expenditure for a conference, workshop, or class fee of \$150 or more (amount to be subtracted from the \$450 may also be done through use of the District's purchase order process).

3. **Pooling of Individual Allotments**

Individuals are free, but cannot be required, to pool their separate \$450 in order to defray professional development costs of a joint nature. This provision is not intended to allow individual employees to donate their professional development incentive amounts to another employee(s) for the purpose of defraying tuition costs for classes or workshops.

4. **Not to Supplant Other Resources**

This professional development incentive is not intended to supplant or replace other District resources that may be available for professional development activities. It instead is a guaranteed entitlement to insure a minimum level of support for everyone. Individuals should be free to request or apply for other professional development support. The \$450 allocation may be combined with other sources of funds for any given activity, provided, however, approval for such additional funds shall continue to be at the sole discretion of the District, and will often hinge on whether financial resources are available or can be obtained.

5. **Part Time Employees**

The full amount of professional development funds will be allocated to all employees with .5 FTE or greater. Employees with less than .5 FTE shall receive half (50%) of the full allocation of funds. FTE shall be determined based upon the actual contract FTE, and not the annualized contract FTE.

6. **Unexpended Funds**

The Collaboration Team shall determine the use for unexpended Professional Development Incentive funds, if any.

If an employee does not utilize their full allotment of funds per 7.08 A, the District will disperse to the employee an amount equal to the unused funds less required payroll taxes, provided the amount is not less than \$25. This payment shall be made on August 31.

B. National Board Certification

Employees who are candidates for initial National Board Certification will be eligible for either of the following benefits:

1. Reimbursement of \$1,000 upon submission of evidence of candidacy for National Board Certification, or
2. Five (5) days of release time for required duties for National Board Certification.

C. Other Professional Development Services

Employees should also be aware of additional professional development services or programs being implemented in the District. These include, but are not necessarily limited to the following:

1. Teacher Assistance Program

To the extent funded by the State, the District shall implement a teacher assistance program consistent with RCW 28A.415.250. This program is intended to provide assistance by mentor teachers who will provide a source of continuing and sustained support to beginning teachers, or experienced teachers, or both, both in and outside the classroom.

- a. Building Colleague Mentor will work in collaboration with the district mentor coordinator and building principal to provide a system of support for educators new to the district.
- b. The building colleague mentor serves as a confidential support to the educator and not as an evaluator.
- c. The performance responsibilities and essential functions of the position are defined by the job description dates June 2017, and the position is anticipated to require approximately sixty (60) hours of work over the course of the year.
- d. Each building colleague mentor shall work with new educators in a 1:8 ratio.
- e. Compensation for this position shall be \$1,800.

2. Use of Early Release Days

The early release days (Section 8.02 B) can in part be used for professional development activities so long as consistent with the guidelines described by the above referenced sections of this Agreement.

3. School Initiated Professional Development Activities

The parties hereto encourage other employee-initiated professional development activities. Such initiatives are appropriate considerations at many different levels and settings, including total school staff, departments, grade levels, program areas, restructuring discussions, and any shared decision-making process.

4. New Educators

District required training or orientations for new employees held prior to the start of the school year shall be paid at per diem.

All new educators in their first year of service will be provided with \$800 (includes current professional development funds of \$450) for professional development. These funds must be used for classroom materials, professional development, and/or sub costs to provide one (1) release day for professional development, observation or meeting with a mentor.

5. Suicide Prevention Training

The District shall make annual suicide prevention training available to staff consistent with Snohomish School District Policy 2145.

ARTICLE 8.00

WORK YEAR, WORK DAY AND WORKLOAD

SECTION 8.01: WORK YEAR

A. Basic Education Work Year

Length

The regular basic education work year for employees shall be one hundred eighty (180) days.

B. Required Additional Days

In addition to the regular work year, employees shall work four (4) required days (see Section 7.01 C.2.) for which compensation shall be paid in accordance with Section 7.01 C. herein. (See Staff Calendar, Appendix F)

Employees hired after September 1 of the school year and who thereby missed any of the required contract days specified by the above paragraph shall be given the opportunity to work alternative day(s) before the close of the school year. For verification purposes, the employee will be asked to designate the specific dates for the alternative day(s) intended to be worked.

C. Additional Days

Via a supplemental contract, employees who work days beyond those described above shall be paid their individual per diem contract rate for each additional day (also, see Section 7.01E 5 [A] and Appendix C, Supplemental Employment Contract).

Supplemental contracts shall not exceed one (1) year, and if not renewed shall not constitute adverse change in accordance with RCW 28A.405.300 through 28A.405.380. The positions for which such additional work days are provided and the number of such days are listed below:

MS and HS Band teachers	1 day
Elementary Counselor	2 days
Counselor/Social Worker MS	6 days
Counselor/Social Worker HS	10 days
Curriculum Specialist	15 days
Librarian	6 days
Nurse	7 days
Psychologist	8 days
Special Education Specialist	15 days
Dean of Students	15 days
CTE Teacher	Based on program needs, provided the number of days shall minimally be two (2) days in addition to one (1) day per CTE class period.

SEA will be provided a list of the number of days for each CTE position by October 15.

Prior to the annual submission of work calendars Curriculum, Special Education Specialists and Deans of Students shall meet with their supervisors to discuss workload expectations and yearly planning for their work calendars.

D. Calendar

State mandated PLD training days, SEL and CCDEI, shall be reviewed with the Association, the District shall work collaboratively with the Association to calendar each yearly training day. The District shall make available 6.0 clock hours for these days.

The calendars for the duration of this agreement are attached as Appendix F.

E. Work Day Before Thanksgiving and Winter Break

The employee work day will be reduced the day before Thanksgiving and the day before Winter Break to provide early release for students and staff.

F. Flexible Schedules

An employee filling a District-wide TOSA, Teacher of the Visually Impaired and Orientation and Mobility Specialist (TVI/OMS), or Psychologist position required to work an alternative work schedule or at an alternative in-District work site which differs from the default instructional work calendar shall submit an altered work calendar to the appropriate supervisor not later than October 1. Approved alternate work calendars which need to be revised based upon changes in instructional needs may be resubmitted as necessary.

SECTION 8.02: WORK DAY

A. Length

The basic education workday for employees shall consist of seven and one-half (7 1/2) hours. Reporting and leaving times shall be determined by the building Principal and reported to the Superintendent.

Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

The District may require employees to perform extra duties related to the functioning of the school and/or the educational program which may, on occasion, extend the normal workday. Such extensions may include a return to the school building to participate in evening programs and events. The District will make reasonable efforts to limit calling employees back for evening activities. Each building shall decide at the beginning of the school year which evening programs or events are necessary and require staff attendance, in part or in whole, and submit that list to the Collaboration Team for the first meeting in October. Concerns regarding the application of this provision will be brought to the attention of the Collaboration Team.

B. Released Time

1. For Parent Conferences

Release time, through early student dismissal, not to exceed ten (10) days, shall be guaranteed each year for formal parent-teacher conferencing. All schools shall hold conferences during the same weeks.

All schools shall choose, at building discretion, two evenings each week of conferences. "Evenings" shall be defined as any time beyond the contractual workday and up to 3.5 hours in duration. Time designated for parent conferences may not be redirected to any purpose and employees shall be free to work on-site at their own discretion during that time if not otherwise engaged in conferencing with families.

For the 2021-22 school year conferences shall be held the week of November 8 and March 28.

- Elementary: Conferences shall be held on November 8-10 with Monday through Wednesday being half days and March 29-31 with Tuesday through Thursday being half days. Within the week, there will be one set of evening conferences. Friday shall also be a true half day for students and employees, with no conferences.
- Secondary: Conferences shall be held on November 9-10 with Tuesday and Wednesday being half days and March 30-31 with Wednesday and Thursday being half days. Within the week, there will be one set of evening conferences. Friday shall also be a true half day for students and employees, with no conferences.
- Pre-school: Conferences shall be determined through the collaboration team process.

In order for families to be available to attend conferences at multiple school locations, building administrators will work collaboratively to coordinate evening conferences during each conference week.

In the event elementary teachers hold more than 29 conferences during a scheduled conference week, they shall be compensated at the rate of “Base Plus” per diem for each additional conference held.

Conferences beyond the 2021-2022 school year shall be negotiated as necessary.

2. **Professional Growth Fridays**

- a. Each Friday of the school year, students will be dismissed two (2) hours earlier than normal, except during conference weeks and except the day before Winter Break and the last school day of the year when such days fall on a Friday. These Friday early dismissals will be known as Professional Growth Fridays (PGFs). Eleven (11) PGFs will be District/building directed time. In the 2021-22 school year two (2) PGFs will be added and beginning in the 2022-23 school year a third (3) PGF will be added and used exclusively for CCDEI and equity related training. All remaining PGFs will be individual employee directed time.

The third PGF in the 2022-23 school year will be calendared and planned collaboratively between the District and the Association. Clock hours will be made available.

In the event the Superintendent announces a late arrival due to inclement weather or emergency on a Professional Growth Friday (PGF), students will not be dismissed two (2) hours earlier than normal. This will not alter other calendared PGFs except upon agreement of the parties.

- b. Both parties agree that the PGF’s schedule may need to be altered because of state testing requirements and agree to bring changes to the Collaboration Team if required.
- c. The schedule of which PGFs are District time and which are individual employee directed time will be determined as part of the discussions and negotiations between the District and Association with regards to the work year calendar.
- d. Should the elementary specialist and the principal agree that the specialist schedule is not workable the principal may contact the Executive Director of Human Services to discuss viable solutions.
- e. The Collaboration Team will consider alternatives that would promote the collaborative use of PGFs.

C. **Prep Time**

1. Secondary: The District will provide preparation time for secondary employees in an amount not less than one (1) period per day.

The District will make available a laptop computer or equivalent electronic device to any secondary employee who is displaced from his/her regular classroom during his/her preparation period.

2. Elementary: The District will provide preparation time for elementary employees in an amount not less than 175 minutes per week within the student day plus 135 minutes of recess per week. An additional 25 minutes per week will be added to the lunch/lunch recess daily block and this has been implemented in 2021-22. Elementary specialists (e.g., librarian, music, P.E.) will provide the elementary preparation time.

D. Covering Classes

Employees who give up a preparation period at the request of the Principal or other administrator to cover the class of another employee who is absent, shall be compensated at the hourly rate (Section 7.04 herein) per each preparation period or portion thereof given up. Covering classes shall be considered voluntary, provided the Principal or other administrator may require it in emergency or extenuating circumstances.

E. Secondary Preparations

The District shall attempt to reduce the number of teaching preparations at the secondary level (7-12) with the goal to have no employee teaching more than three (3) preparations daily. If it should be necessary for any employee to have four (4) or more preparations during a given year, that employee shall be given priority consideration the following year to have a reduction in his/her daily preparations. However, the District and the Association recognize that certain programmatic decisions, as determined by the Board, will require some staff members to have more than three (3) preparations daily.

SECTION 8.03: CLASS LOAD ASSISTANCE – REGULAR EDUCATION

The class load assistance provided through the implementation of paragraphs A through F, below, shall be limited to an annual cost of \$500,000; \$250,000 for the first semester and \$250,000 for the second semester. At the end of any given school year, any unexpended class load assistance funds shall be available for use by the District. In both the 2022-23 and in 2023-24 school years, the annual cost shall be increased by 5% and divided between each semester.

A. Elementary

1. Triggers for Assistance

Elementary class load assistance will be provided according to the plan as described:

<i><u>Primary (Grades K-3)</u></i>	<i><u>Intermediate (Grades 4-6)</u></i>	<i><u>Paraeducator Time</u></i>
Fewer than 24	Fewer than 26	0.0 Para-Ed Hr.
24	26	0.5 Para-Ed Hr.
25	27	1.0 Para-Ed Hr.
26	28	1.5 Para-Ed Hr.
27	29	2.0 Para-Ed Hr.
28	30	3.0 Para-Ed Hr.
29	31	5.0 Para-Ed Hr.
30	32	6.0 Para-Ed Hr.
31 or more	33 or more	7.0 Para-Ed Hr. & Consider hiring new teacher

2. Split Classes

Split classes shall be defined as multi-grade classes required by the district. Split classes shall be eligible for class load assistance as follows:

- (a) Such classes shall receive classload assistance at two (2) fewer student count than the regular single grade level classes reflected in the plan above.

- (b) Split classes involving a primary and intermediate levels will begin to trigger paraeducator time at twenty-three (23) students.

For each teacher of split classes, the District will provide up to two (2) substitute days per year for release time during the scheduled workday for additional planning.

The District will not assign a split class to a provisional teacher. The building administrator will try to create a schedule that incorporates common planning time with grade level teams. Grade level teams and administrator will meet to discuss how grade team/s will support the split class assignment.

B. Secondary (7-12)

1. Triggers for Assistance

Secondary class load assistance will be provided according to the plan as described:

<u>Regular Classes</u>	<u>Phys. Ed. Classes, H.S. ASB Leadership, JROTC</u>	<u>Paraeducator Time</u>
Fewer than 32	Fewer than 36	0.0 Para-Ed Hr.
32-33	36-37	0.5 Para-Ed Hr.
34-35	38 or more	1.0 Para-Ed Hr.
36 or more		1.5 Para-Ed Hr.

Middle level physical education teachers with combined PE and Health

<u>PE/Health classes</u>	<u>Paraeducator time</u>
Fewer than 34 students	0.0 Paraeducator hours
34-35 students	0.5 Paraeducator hours
36-37 students	1.0 Paraeducator hours
38 or more	1.5 Paraeducator hours

2. Exceptions

Except as noted above music classes shall be exempt from caseload assistance; however, class sizes shall be reviewed annually with music teachers and administration to ensure safety and supervision requirements as well as instructional integrity are being met. In the event concerns are raised, the District and the Association will collaborate for resolution.

C. Alternative Learning Experience

The District and the Association agree to review enrollment, scheduling, staffing data and workspace accommodation twice per year, for both AIM and PPP through Collaboration Team process.

The student learning plan (SLP) caseload average shall be 32:1

D. Transitional Bilingual Instruction Program (TBIP) and Title/LAP

During the 2021-2022 school year, the District shall engage in a comprehensive program review of its Transitional Bilingual Instruction Program, Title 1 program and LAP program. This will include meeting with and receiving feedback from SEA members. The program review shall result in guidance for staffing. The guidance and recommendations resulting from this review shall be brought to the Collaboration Team and workload impacts will be negotiated.

E. Scheduling and Use of Paraeducators

In all cases, the paraeducator time allocated for classload assistance is intended to be directly assigned to the classroom with the load problems. Whenever paraeducator time is allocated, the parties intend it to be used effectively so that both the students and the teachers receive optimum benefits of the time. Principals should meet with each teacher eligible for assistance time, previous to assignment of the time, to help plan for the effective use of the paraeducator.

To aid in the selection of qualified paraeducators, an in-service class will be offered on a voluntary basis to all paraeducators. To the greatest extent possible, teachers will have a choice regarding the selection of paraeducators for their classrooms.

F. Alternatives to Paraeducator Time

Teachers eligible for class load assistance may elect other alternatives outlined below in lieu of paraeducator time. The dollar amounts for these alternatives shall be equal to the amount expended for paraeducator time in a given situation and based on the average paraeducator's hourly wage for that year. The alternatives are as follows:

1. Purchase substitutes to provide release time for additional on-site planning. Prior arrangement is to be made with the Principal so that a substitute can be assigned.
2. Additional compensation.

Combinations of the above alternatives, including time, can be chosen so long as necessary arrangements, such as scheduling, can reasonably be accommodated.

G. Monthly Adjustments

All paraeducator allocations and/or their alternatives must be approved each month. Allocations will be adjusted with the enrollment figures submitted on the first school day of each month, except that for September for both elementary and secondary and second semester for secondary, allocations will be based on the tenth student day's enrollment. Relief assistance for September and October shall be implemented no later than the first Monday in October. Relief for secondary schools for second semester shall be implemented no later than the first Monday in March and shall be retroactive to the first day of second semester.

H. Part-Time

Teachers who teach less than full time shall have any assistance for which they are eligible by the above tables prorated in accordance with their FTE status.

I. Doubling of PE Classes

There shall be no doubling up of PE classes (i.e., one PE teacher serving two or more classes) except in emergency circumstances. If the District believes such an emergency exists, they will first discuss the situation with the Association President before any such doubling up occurs.

J. Additional Concerns

Employees are encouraged to present individual class load concerns to their building principal and building representatives for consideration of assistance to resolve the concerns or referral to the Collaboration Team as is deemed appropriate.

K. If Absent

Teachers absent from a classroom after ten (10) consecutive student days shall not be eligible for classload assistance remuneration.

SECTION 8.04 WORKLOAD ASSISTANCE – SPECIAL EDUCATION, SLPs, OTs, & PTs

A. Counting of Caseloads and Class Loads

Students to be counted for caseloads or class loads based on the provisions of this Section are those on current complete assessments and IEPs and students who are on the class list and receiving instruction.

Any changes in reporting requirements that impact or could potentially impact employee workload shall be brought to the Collaboration Team prior to implementation.

B. For IEP/IFSP Preparation and Conferences

Those employees assigned IEP/IFSP case management shall be entitled to compensation at the hourly teaching/curriculum rate (7.04 C) or release time in accordance with the following formula:

1 – 35 IEPs/IFSPs cases 21 hours of compensation or three (3) release days per year (or a combination of hours and release time)
1 hour for each additional 1 IEP/IFSP case

The number of IEPs/IFSPs shall be calculated on a cumulative basis beginning with the 10th day of October and continuing for the remainder of the year.

An IEP/IFSP counts for compensation or release time if the employee has full responsibility for the writing of the IEP/IFSP. If the employee bears an ancillary role in the application of the IEP/IFSP or a new student has an existing IEP/IFSP, additional compensation or release time will be inapplicable.

If the employee uses release days, the scheduling of the release day will be coordinated by the employee, Principal and the Deputy Superintendent (or designee). Employees who are less than 1.0FTE shall have their released days prorated in accordance with the employee's FTE. The District may provide additional days of release time for IEP/IFSP preparation and conferences on a case-by-case basis.

C. Additional Compensation for Workload

The District shall pay to those employees responsible for IEP/IFSP preparation a stipend in recognition of additional workload, time and responsibility involved. The stipend shall be \$2,000 for a 1.0 FTE employee and prorated for part-time FTE employees.

The District also recognizes that psychologists serve an important role in IEP/IFSP preparation and student evaluation. In recognition of this additional workload, time and responsibility a stipend of \$2,000 shall be provided for a 1.0 FTE psychologist and prorated for part-time FTE psychologists.

D. Special Education Caseload/Class Load Support

1. Caseload/Class Load Table

For the 2021-22 school year, due to staffing complexities, the District will phase in the added para educator hours for elementary and secondary resource by the end of the first quarter of the school year. Updates will be brought to the Collaboration Team monthly.

Special education class load or caseload assistance will be provided in accordance with the following table. Special education caseload counts for the purpose of determining potential caseload remedies shall be the Tuesday of the second week of October, December, February, and April.

Program	Caseload/Class Load	Minimum Support
Preschool	<p>10 students per session</p> <p>1-hour paraeducator per additional student After attempting to balance class size, should class size reach 14, support will trigger .125 FTE per half-day session that reaches the trigger, which at the district's discretion may be posted or be paid as additional compensation. When class size reaches 15, class size support will trigger an additional .0625 FTE per half-day session in compensation and the district will post a .5 FTE position. When class size reaches 16, class size support will trigger an additional .0625 FTE per half-day session in compensation and the district will post a .375 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support and should the posted position be filled; the class size shall be balanced and compensation will cease.</p>	<p>6.5 hours of para-ed time Monday-Friday</p> <p>An additional para-ed will be shared between two preschool classrooms, Monday-Friday.</p> <p>Should a class have students with severe disabilities, including Extended Day Preschool, behavior concerns impacting safety, or health impairments, additional para time may be requested to the Executive Director for Special Services (or designee).</p>
Elementary Resource Room	<p>28 students total caseload</p> <p>.5 hours paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 35, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 40, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 45 caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support and should the posted position be filled; the caseloads shall be balanced and compensation will cease.</p>	<p>5.25 hours of para-ed time Monday-Friday inclusive of breaks</p>
Secondary Resource	<p>16 students individual class load</p> <p>1-hour paraeducator per additional two students</p> <hr/> <p>28 students total caseload</p> <p>After attempting to balance caseloads, should caseloads reach 35, caseload support</p>	<p>5.25 hours of para-ed time based upon a class load of 5 periods/day Monday-Friday inclusive of breaks</p>

	<p>will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 40, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 45 caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support and should the posted position be filled; the caseloads shall be balanced and compensation will cease.</p>	
Positive Behavior Support (PBS)	<p>10 students total caseload</p> <p>1.5 hours paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 14, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 15, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 16, caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support, and should the posted position be filled, the caseloads shall be balanced, and compensation will cease.</p>	<p>13 hours of para-ed time Monday-Friday</p> <p>Each (EBD) teacher will be allocated a minimum of 6 hours per para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed. Additional hours may be offered upon a conversation between the self-contained teacher and the Executive Director for Special Services (or designee).</p>
Elementary and Middle School Social Skills and Communication	<p>15 students total caseload</p> <p>2 hours paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 19, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 20, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 21, caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support, and should the posted position be</p>	<p>13 hours of para-ed time Monday-Friday</p> <p>Each Connections teacher will be allocated a minimum of 6 hours per assigned para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed. Additional hours may be offered upon a conversation between the self-contained teacher and the Executive Director for Special Services (or designee).</p>

	filled, the caseloads shall be balanced, and compensation will cease.	
High School Social Skills and Communication	<p>22 students total caseload</p> <p>.5 hours paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 26, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 28, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 30 caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support and should the posted position be filled; the caseloads shall be balanced and compensation will cease.</p>	<p>13 hours of para-ed time.</p> <p>Each Connections teacher will be allocated a minimum of 6 hours per assigned para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed. Additional hours may be offered upon a conversation between the self-contained teacher and the Executive Director for Special Services (or designee).</p>
Extended Resource	<p>13 students total caseload</p> <p>1-hour paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 17, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 18, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 19, caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support, and should the posted position be filled, the caseloads shall be balanced, and compensation will cease.</p>	<p>13 hours of para-ed time Monday-Friday</p> <p>Each self-contained teacher will be allocated a minimum of 6 hours per assigned para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed. Additional hours may be offered upon a conversation between the self-contained teacher and the Deputy Superintendent (or designee).</p>
Life-Skills	<p>10 students total caseload</p> <p>1.5-hour paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 14, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 15, caseload support will trigger an</p>	<p>13 hours of para-ed time Monday-Friday</p> <p>Each self-contained teacher will be allocated a minimum of 6 hours per assigned para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed.</p>

	<p>additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 16, caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support, and should the posted position be filled, the caseloads shall be balanced, and compensation will cease.</p>	<p>Additional hours may be offered upon a conversation between the self-contained teacher and the Deputy Superintendent (or designee).</p>
<p>Transition</p> <p>For the 2021-2022 school year the Transition caseload, caseload triggers and para-ed hour support will be as indicated.</p> <p>During the 2021-2022 school year, the District and the Association shall engage in a comprehensive program review of its Adult Transition Program. This will include meeting with and receiving feedback from SEA members. The program review shall result in guidance for staffing, triggers and para educator support hours. The guidance and recommendations resulting from this review shall be brought to the Collaboration Team by the end of the 2021-2022 school year and workload impacts will be negotiated for implementation in the beginning of the 2022-2023 school year.</p>	<p>15 students total caseload</p> <p>1.5 hours paraeducator per additional student</p> <p>After attempting to balance caseloads, should caseloads reach 20, caseload support will trigger .25 FTE which at the district's discretion may be posted or be paid as additional compensation. When caseload reaches 21, caseload support will trigger an additional .125 FTE in compensation and the district will post a .5 FTE position. When caseload reaches 22, caseload support will trigger an additional .125 FTE in compensation and the district will post a .75 FTE position.</p> <p>FTE compensation is in lieu of paraeducator support, and should the posted position be filled, the caseloads shall be balanced, and compensation will cease.</p>	<p>17 hours of para-ed time Monday-Friday</p> <p>Each self-contained transition teacher will be allocated a minimum of 6 hours per assigned para ed each year for the purpose of planning and management. Scheduling of such time will be by the self-contained teacher in cooperation with his/her assigned para ed.</p> <p>Additional hours may be offered upon a conversation between the self-contained teacher and the Executive Director of Special Services (or designee).</p> <p>The District shall provide and pay for an acceptable mode of transportation and driver for students requiring an accessible vehicle when identified in the IEP.</p>
Deaf and Hard of Hearing	<p>The Deaf and Hard of Hearing teacher shall have the opportunity to meet on a monthly basis with the Executive Director of Special Services to review workload.</p>	
Vision	<p>The Vision Services teacher shall have the opportunity to meet on a monthly basis with the Executive Director of Special Services to review workload</p>	
Birth to Three	<p>The Birth to Three teacher shall have the opportunity to meet on a monthly basis with the Executive Director of Special Services to review workload.</p>	

OT/PT	OT/PT Target caseload = 32	See paragraph 2.b. below
SLP	Target caseload = 44	See paragraph 3. below

2. Occupational Therapist/Physical Therapist Caseload

- a) At the beginning of October and every other month thereafter, the caseload count for Occupational Therapists and Physical Therapists will be monitored by the return of the confirmed monthly roster. For the purpose of this agreement, “caseload count” means the number of students on the current IEP monthly roster. Special circumstances* will be discussed and a plan of action will be mutually agreed upon by OT/PT Supervisor (Deputy Superintendent or designee) and therapist.

*Special Circumstances: Legal issues, number of schools, additional assignments, number of evaluations, travel time, special programs.

OT/PTs caseloads shall be reasonably equitable taking into consideration the numbers of students served, the degree of services required of the group of students assigned to any one OT/PT at any one time, number of programs and number of schools to which the OT/PT is assigned. (Travel time will be considered.)

The Deputy Superintendent (or designee) shall meet with all OT/PTs as necessary to allow the total group to review current caseloads and consider any balancing adjustments.

In the event that an OT or PT works at both an elementary and a secondary school, the workday will never exceed the 7.5-hour contract day. Should an IEP meeting begin more than thirty (30) minutes beyond the end of the contract day, then the OT/PT shall be paid at per diem for the interim time.

- b) **Minimum Support-** From a pool of twenty-one (21) hours per day of COTA, and/or paraeducator time, for every three (3) students over a caseload of thirty-two (32) students, an OT/PT shall be guaranteed seven (7) hours per week of COTA, and/or paraeducator time, which at the OT/PT’s discretion, may be contributed back to the pool. Any remaining hours from the pool will be allocated through a conversation between the OT/PT department and the Deputy Superintendent (or designee).

If caseloads for OT/PTs exhaust the twenty-one (21) hours of pooled COTA/paraeducator time per day (one-hundred and five (105) minutes per week), those OT/PTs qualifying for relief may be offered additional hours (COTA/paraeducator hours) or an honorarium of one-hundred fifty dollars (\$150.00) per month for every three (3) students exceeding the pooled hours. The choice of additional hours or honorarium will be determined by the employee.

3. Speech-Language Pathologists (SLP)

Minimum Support- From a pool described of twenty-one (21) hours per day of SLPA and/or paraeducator time, for every five (5) students over a caseload of 44 students, a SLP shall be guaranteed seven (7) hours per week of SLPA and/or paraeducator time, which at the SLP’s discretion, may be contributed back to the pool. Any remaining hours from the pool will be determined through a conversation between the SLP department and the Executive Director of Special Services.

If caseload for SLPs exhaust the twenty-one (21) of pooled SLPA/paraeducator time per day (one hundred and five (105) hours per week), those SLPs qualifying for relief may be offered additional hours (SLPA/paraeducator hours) or an honorarium of one hundred fifty dollars (\$150) per month for every three students exceeding the pooled hours. The choice of additional hours or honorarium will be determined by the employee.

If an SLP has an individual caseload that exceeds fifty-four (54) students a meeting shall be convened as soon as is reasonable to discuss the SLP’s caseload and possible assistance or remedies, which may

include but is not limited to collaborative redistribution of caseloads between SLPs. The meeting participants shall minimally include the affected SLP, Deputy Superintendent (or designee) and the Association President.

4. **Paraeducator, COTA & SLPA Time**

a) **Paraeducator, COTA & SLPA Time Granted beyond Minimum Support**

Nothing in this agreement is intended to limit the District's authority to grant paraeducator, COTA and SLPA time beyond the minimum support level per paragraphs 2.b. and 3. above. Paraeducator, COTA and SLPA time granted above said minimum support level will be included as part of the additional hours triggered by the formulae per the second column of the above table.

b) **Monthly Allocations of Paraeducator, COTA and SLPA Time**

All paraeducator, COTA and SLPA allocations and/or their alternatives must be approved beginning in October and every other month thereafter. Allocations will be adjusted with the enrollment figures submitted on the tenth school day of every other month beginning in October. Relief assistance for September and October shall be implemented no later than the first Monday in October. Relief for secondary schools for second semester shall be implemented no later than the first Monday in March and shall be retroactive to the first day of second semester. As is done for regular education class load assistance, the District will submit a monthly report every other month beginning in October to the Collaboration Team summarizing caseloads and class loads and the support assistance that is provided.

c) **Alternatives to Paraeducator Time**

*Additional relief for Occupational Therapists, Physical Therapists, and SLPs is provided in Caseload Assistance herein above and not in paragraph/item 4. below.

Employees eligible for triggered paraeducator time beyond the minimum support requirement and beyond any additional paraeducator time provided by the District per paragraph 2.a. above may elect other alternatives outlined below in lieu of paraeducator time unless such time is a legal requirement of the IEP or due to programmatic needs as determined by the Deputy Superintendent (or designee). The dollar amounts for these alternatives shall be equal to the amount triggered for paraeducator time based on the average paraeducator's hourly wage for that year. The alternatives are as follows:

1. Purchase of supplies, materials, or equipment;
The employee eligible for assistance shall determine what is to be purchased and shall control its use. Ownership, however, shall remain with the District. The annual deadline for submission of any District required documents for purchase of supplies, materials, or equipment shall be July 31.
2. Purchase substitutes to provide release time for additional on-site planning;
Prior arrangement is to be made with the Principal so that a substitute can be assigned.
3. Defray the costs for attending a workshop or conference; or
4. Additional compensation provided the amount shall be limited to no more than two (2) hours of paraeducator time per eligible day. The other options, above, may be used for any eligible paraeducator hours over two (2) hours. As an example, an employee eligible for three (3) paraeducator hours might elect to have two (2) hours of compensation and one (1) hour of actual paraeducator time.

Combinations of the above alternatives, including paraeducator time, can be chosen so long as necessary arrangements, such as scheduling, can reasonably be accommodated.

5. **SLP, OT, and PTs Scheduling of Time**

Speech and language pathologists, occupational therapists, and physical therapists are to create schedules that include their full preparation time as provided by the collective bargaining agreement.

If workload or caseload is such that their schedule does not permit said preparation time, then the staff person involved shall present the reasons for the problem to the appropriate Principal and to the Executive Director of Special Services. If the Principal and Deputy Superintendent approve, then the District shall pay the staff person's prorated contract per diem rate for loss of the preparation time.

6. New Special Education Programs

The table in D 1, above, includes each special education program existing on the effective date of this Agreement. It is the intent of the parties that any new special education program will be added to said table as mutually agreed.

E. Transparency of Staffing and Assignment

Special education staff assignments and the reasons used to determine such assignments shall be shared with the Collaboration Team and Special Ed Advisory Committee, no later than June 1 (or the last Collaboration Team meeting of the year). Should changes in assignment be necessary after notification in June (per Section 5.12), the employee shall be notified in writing.

The District shall make every effort not to assign teachers working in a self-contained type setting or social emotional program to a resource room class or caseload. When this staffing situation occurs, the principal, Deputy Superintendent (or designee) and the teacher shall meet to discuss additional supports for students.

F. Access to Professional Development

The Deputy Superintendent (or designee) shall annually work with the special education leads to develop a professional development plan for three Professional Growth Fridays (PGF).

G. Preschool

Developmental Preschool is a 4-day per week program, with teacher planning and collaboration to occur on Fridays. Teachers will have the opportunity to meet with paraeducators on Fridays for the purpose of planning and preparation. Further, due to the unique nature of this program, students will not attend during the first and last weeks of school. The preschool program will be consistent with all state and federal laws and is conditioned upon adequate funding.

Each preschool classroom will be assigned one (1) paras for the duration of the workday, in addition to a para shared between two preschool classrooms. Should a class have students with severe disabilities, behavior concerns impacting safety, or health impairments, additional para time may be requested to the Deputy Superintendent.

H. Extended School Year (ESY)

All special educators who work days or hours as part of ESY, beyond the established school year shall be paid as follows:

- Program Coordinator: \$8,625
- On-site Student Support (resource room support teacher): \$4,775
- Teacher and ESA: \$2,875
- ESAs not working full ESY: Paid at per diem.
- Appropriately certified substitute: Paid at hourly substitute rate.

SECTION 8.05 SPECIALISTS

A. Elementary Music

Elementary music teachers shall be paid at their prorated individual contract rate for any instructional time beyond the normal forty (40) thirty-five (35) minute periods per week including four (4) sessions of band per week, provided that by mutual consent of the teacher and Principal the band periods may be longer than thirty-five (35) minutes. If elementary band is discontinued, elementary music teachers will be assigned a normal work schedule of eight, thirty-five (35) minute periods per day.

B. Elementary PE

Elementary PE teachers shall be paid at their prorated individual contract rate for any instructional time beyond the normal forty (40) thirty-five (35) minute periods per day.

C. Librarians

Each school Library shall be provided with five (\$5) dollars per student FTE to purchase, replace and repair books and other Library resources.

- Middle School Librarians shall receive 5.25 hours of paraeducator support.
- High School Librarians shall receive 6 hours of paraeducator support.

Elementary librarians shall receive an allocation of paraeducator time in accordance with the table below:

Grades 1-6 + Full Day Kindergarten Sections Per Week	Para-Ed Hours Per Day	Para-Ed Hours Per Day
10	1.50	.25
11	1.50	.25
12	1.75	.50
13	2.00	.50
14	2.00	.75
15	2.25	1.00
16	2.50	
17	2.50	
18	2.75	
19	3.00	
20	3.00	
21	3.25	
22	3.50	
23	4.00	
24	4.25	
25	4.50	
26	4.75	
27	5.00	
28	5.50	
29	5.75	
30	6.00	

The paraeducator time allocated per the provisions above is time the paraeducator is to be available to provide assistance to the librarian.

In lieu of paraeducator time generated by twenty-one (21) or more periods per week, a librarian may choose additional compensation under the same limitations set forth in Section 8.03 D. Reasonable efforts shall be made to use up to one (1) hour of paraeducator time per day to open the library for students before/after school, during recess and/or at lunch. The parties to this Agreement acknowledge there may be situations which for safety or security reasons may require the Building Principal to temporarily reassign paraeducator time normally allocated for library assistance as provided above. However, this allowance is not intended to occur on a regular basis.

SECTION 8.06 PSYCHOLOGISTS, COUNSELORS, AND NURSES

Psychologists: It shall be a District goal that school psychologists shall minimally be staffed district-wide at a ratio of one psychologist to each 1,000 students. All psychologists will have access to twenty-six (26) hours per week of pooled clerical support in the form of an administrative assistant, assigned to the Special Services Department at the Resource and Service Center.

All district adopted and required assessments shall be provided to psychologists in electronic form (loaded on a portable electronic device) and paper format as necessary.

Psychologists shall have the opportunity to meet monthly with the Deputy Superintendent (or designee) to share ideas, challenges, and concerns regarding workload and caseload management.

Counselors: It shall be a District goal that elementary counselors shall be staffed at no less than 1.0 FTE at each elementary school. The District-wide goal for secondary counselors will be 325:1.

The District and Association agree that counselor time is best spent in serving students, and every effort shall be made to avoid lunch duty as part of a building's regular supervisory plan.

Prior to the start of the 2022-2023 school year, the District, in collaboration with the Association, will review counseling services in alignment with Senate Bill 5030.

Nurses: It shall be a District goal that Nurses shall be staffed at no less than 1.0 FTE at each comprehensive school.

SECTION 8.07: SECONDARY LANGUAGE ARTS

Every attempt will be made to limit secondary language arts writing classes to 25 students each.

At each high school (grades 9 through 12, SHS, GPHS), for teachers with classes the English Department determines to be college preparatory classes (i.e., with intensive student writing as part of the curriculum), the District will establish a pool of not more than sixteen (16) substitute days per year for release time during the scheduled work day to evaluate student writing assignments. The allocation of substitute time will be managed by the English department subject to Principal approval.

At AIM, the District will establish a pool of not more than three (3) substitute days per year for release time during the scheduled work day to evaluate writing assignments. The allocation of substitute time will be managed by the Director of Alternative Education. The Association and District agree to review on or before September 20th the allocation of days based on enrollment.

At each middle school (grades 7 and 8), for teachers of language arts, the District will establish a pool of not more than eight (8) substitute days per year for release time during the scheduled work day to evaluate writing assignments. The allocation of substitute time will be managed by the Department Chairs subject to Principal approval.

SECTION 8.08 REGULAR EDUCATION & IEP/504 MEETINGS

Regular education teachers who are required to attend two (2) or more IEP/504 meetings outside of the workday involving the same student will be compensated at the hourly rate (7.04 B) for each such meeting as documented by time sheets.

Regular education teachers will be compensated at the hourly rate (7.04 B) as documented by time sheets for any time required to attend IEP/504 meetings outside of the workday in excess of eight (8) meetings.

Regular education teachers will give timely notice and relevant information before any new special needs students are assigned to a teacher's class.

SECTION 8.09: WA AIM

Recognizing the significant additional workload for teachers assigned to administer the WA AIM assessment, the District will provide assistance in accordance with the table below:

<u>Number of Content Areas</u>	<u>Release Time</u>	<u>Hours of Additional Pay</u>
2 – 6	1 day release	4 hours
7 – 12	2 days release	8 hours
13 – 18	3 days release	12 hours
19 – 24	4 days release	16 hours
25 – 30	5 days release	20 hours
31+	6 days release	24 hours

Compensation shall be paid at the hourly rate for all miscellaneous work (Section 7.04 D)

The Deputy Superintendent (or designee) may consider additional supports including time, condensation or opportunities for collaboration upon request and based on need. Two (2) additional release days will be provided upon request for the purpose of test item development.

All educators new to administering the WA-AIM shall be provided two (2) hours of training at the hourly rate of pay (noted above). Refresher training for those already familiar with the WA-AIM can be accommodated within existing release time.

SECTION 8.10: TECHNOLOGY

A. Printers

Employees purchasing printers that meet District requirements will be assisted in the installation of said printers. The District will not be responsible for maintenance costs for said printers nor for the purchase of toner cartridges. This provision is in no way intended to eliminate or diminish an employee's access to District network printing.

B. Technology Committee

The parties agree there will be an ongoing Technology Committee established through the Collaboration Team that will meet regularly to consider and attempt to improve the use of technology for instructional purposes and at the same time reduce or minimize the workload impact on employees.

SECTION 8.11 ASSESSMENT TESTS

A. Belief Statement of the Parties

The District and the Association realize the importance of assessment in measuring student performance. Analysis of assessment data is fundamental to the instructional process. We further agree that the ability of students to progress and mature academically is the combined result of many factors including school, home, economic, and social environment. All of these factors need to be taken into account as we evaluate student performance.

B. Assessments and Teacher Performance

Conversations about assessment data as it relates to the instructional process are vital to a teacher's professional growth and may therefore be part of the supervision process. However, staff evaluation will be based on professional performance as indicated in the evaluative criteria contained in this agreement and not the standardized test performance of the students taught by that employee.

C. Public Information Regarding Tests

Because the classroom teacher is knowledgeable of all aspects of student's performance and the factors affecting that performance, the District will make every reasonable effort to ensure that the classroom teacher has access to individual and group test results from state standardized tests prior to their release to parents and the public. When reporting standardized test results to the media, parents, community and general public in written publications of the District or school, the District will also report demographic and test information which may include the number of students on free and reduced lunches, the percent of students tested, and the percentage of students enrolled in special programs as indicated on the assessment data collection form.

D. Assessment Testing and Workload

1. Grades K, 1 and 2 One-on-one Assessments

The District will provide substitute coverage for two (2) days in the Fall and two (2) day in the spring for grades K -1 for one-on-one assessments.

The District will provide substitute coverage for two (2) days in the Fall and one (1) day in the spring for grades 2-6 for one-on-one assessments.

2. Current Required and Voluntary Standardized and Classroom-based Assessments

Appendix I herein lists for the 2018-19 school year the standardized and classroom-based assessments that will be administered during the year and the timeframe for doing so. This includes all assessments required by law or regulations, required by the District, and any such assessments not required but voluntarily implemented due to decision-making for example, but not limited to, the school level. Nothing in this section is intended to address or limit the use of individually or collaboratively generated student assessments at the school or classroom level.

3. Review Through Collaboration Team

Periodically during each school year, the Collaboration Team will review the workload impact stemming from the use of standardized and classroom-based assessments. By mutual agreement the parties may enter into agreements, including, but not limited to, amendments to this Agreement during its term, that are designed to address any such workload issues, and also to update on an annual basis the list provided by Appendix I.

4. Assessment Impact on Instructional Time

The District and the Association agree that formative assessment is innately part of the learning process, and time spent on formative assessments advances the purpose of instructional time. The District and Association also agree that standardized summative assessments should minimally impact student learning time as necessary.

E. WA KIDS

Schools participating in the Kindergarten Inventory of Developing Skills (WaKIDS) will have the following conditions of employment:

A. Alternative work year – The first three (3) student days shall be used to hold conferences with parents/guardians and their child.

B. Support – Kindergarten teachers shall be provided three (3) hours at their per diem rate and one (1) day of release time for the purpose of planning, scheduling conferences, collaboration, and inputting observational data or ten (10) hours at per diem.

F. On-Line Trainings

All required on-line training shall be granted clock hours consistent with the required time upon completion, and consistent with clock hour requirements.

SECTION 8.12: SHARED DECISION MAKING

A. Goal

The District and Association agree that shared decision making is a collaborative process at the school or work site in which those affected by decisions are empowered to make them, within predetermined parameters, either directly or by representatives of their own choosing.

B. Building Teams

Building based shared decision-making teams will be established at each site.

During the term of this agreement, in addition to site-based initiatives, school-district and building-based teams will continue to discuss the ways that professional development may reflect identified priorities in technology, differentiation, inclusion and time.

C. Time and Compensation Considerations

It is recognized that shared decision making processes require the expenditure of considerable amounts of time. Grade level chairs, team leaders, and house or department chairs shall be compensated in accordance with the Section 7.07 F.

D. Contract Waiver Process

No employee will be required without his/her consent to take any action in connection with a shared decision making arrangement or decision that violates his/her rights under the Agreement, and no adverse employment action will be taken against any employee because of his/her refusal to give such consent.

If any aspect of a shared decision making arrangement is contrary to the terms of this Agreement, said aspect will not be implemented, or if already implemented will be immediately discontinued, unless a waiver is obtained from the Association and District. Said waiver must be in writing (see form in Appendix G), and must specify the contractual provision waived, the nature and duration of the waiver, the employees affected by the waiver and justification for the waiver. The waiver, if granted, will be considered an addendum to this Agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article 12.00. Except to the extent waived pursuant to the above, this Agreement will remain in full force and effect, and have full application to the employees who are affected by the shared decision making arrangements.

SECTION 8.13 GUIDING PRINCIPLES AROUND STUDENT NEEDS AND PROFESSIONAL SUPPORT

The following principles should guide the instructional and intervention program work:

- All students are general education students and need varying levels and types of support;
- All educators serve the instructional needs of all of their students, including instruction to support identified service areas;
- Building-level educators are the professionals best able to recommend student needs to the expertise, resources, experiences and people that will ensure student success in the classroom;
- All educators will have access to and be part of a system of professional support and curricular resources that enables them to effectively and efficiently meet the needs of their students;
- Systems of professional support will take into account both the unique and shared responsibilities of all educators;
- Special educators face unique challenges in managing the planning, accommodations, and legal requirements that largely define their work; and
- Educational programming must be clearly articulated and revised in order to ensure responsiveness to student needs.

ARTICLE 9.00A

PERFORMANCE EVALUATION

SECTION 9.01A: PURPOSES

The purposes of this performance evaluation process shall be:

1. To improve the educational program by improving the quality of instructional and support services;
2. To recognize areas of strength and to assist the professional employee in identifying areas of performance that need improvement and to promote professional growth;
3. To provide information to assist in decisions regarding appropriate assignment of employees, including recommendations for non-renewal of contracts for those employees who fail to meet minimum standards relative to the adopted performance criteria.

SECTION 9.02A: APPLICABILITY AND IMPLEMENTATION OF TRANSITION

The performance evaluation shall apply to “classroom teachers” and does not include ESAs (i.e. nurses, SLPs, OTs, PTs, psychologists), counselors, secondary library media specialists, teachers of English Language Learners, teachers in a Self-Contained setting, TOSAs and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.

Those bargaining unit members who do not meet this definition will remain under the current evaluations system proscribed in Article 9.00B in the Collective Bargaining Agreement. In the event that there is a question about the applicability of the performance evaluation system as it applies to a member or category of members, the question can be brought to the Collaboration Team by either party for review and agreement.

By state law and beginning in 2013-2014 all classroom teachers must be evaluated on the Comprehensive Evaluation Option no less than once every six years. The District will be working to establish the six-year evaluation cycle for all classroom teachers so as to mitigate the workload for all employees associated with the implementation of the new performance evaluation system.

SECTION 9.03A: DEFINITIONS

Instructional Framework shall mean the Charlotte Danielson “Framework for Teaching” as expressed through the state-adopted rubrics.

Annual goal-setting conference shall mean the annual meeting in which the evaluator and employee meet to discuss the Professional Reflection Form (Form #1) and the Focused Planning Form (Form #2) for those staff on a Focused evaluation.

Certificated Performance Criteria shall mean the criteria (teaching responsibilities) used to measure the performance of the employee. These criteria are defined by the state as:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

Criteria Components, or simply *Components*, shall mean the elements which comprise each of the criteria as adopted by the state and defined by the Danielson Framework.

Performance Ratings shall mean the descriptors which define the summative ratings. They shall be: Distinguished (Exemplary) (4), Proficient (3), Basic (Emerging) (2), and Unsatisfactory (1). When applying the performance ratings all classroom teachers are assumed to be Proficient (3) and evidence is used to confirm or modify this performance rating.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. Evidence collection should be gathered from the normal course of employment and not represent additional workload created solely for the purpose of the performance evaluation.

Evaluator shall mean the supervisory employee assigned by the District to evaluate the employee. The Superintendent shall determine who the evaluator of each employee shall be by the start of school. The evaluator may request additional assessments by other supervisory employees.

Formal Observation shall mean a scheduled, pre-arranged observation lasting at least thirty (30) minutes.

Informal Observation shall mean a drop-in observation, with no written response expected unless the uniqueness of the observation suggests it, or the evaluator observes something that may be a performance issue.

Observe or observation means 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 framework rubrics.

Observation Cycle shall mean a pre-conference, observation, and a post-conference.

Performance Evaluation shall mean the entire process of establishing goals, monitoring performance, and providing an annual evaluation report. Snohomish School District has two processes: Comprehensive and Focused.

Professional Reflection Form (Form #1) shall mean the form the employee completes and submits to the evaluator one (1) day prior to the annual goal-setting conference.

Comprehensive Evaluation Report (Form #3) shall mean the report prepared at least annually which indicates the degree to which the employee has met the Certificated Performance Criteria.

Focused Evaluation Form (Form #4) shall mean the report which indicates the degree to which an employee has been deemed Proficient or Distinguished (Exemplary) in meeting the selected found criteria.

SECTION 9.04A: COMPREHENSIVE EVALUATION

A. Philosophy

Comprehensive Evaluation is the Snohomish School District's primary evaluative process. Using the instructional criteria as indicated on the Professional Reflection Form, the employee and evaluator will identify strengths and areas for professional improvement.

B. Employee Responsibilities

1. The employee shall complete the Professional Reflection Form.
2. One (1) day prior to the annual goal-setting conference, the employee shall submit to his/her evaluator the completed Professional Reflection Form.
3. The employee and administrator shall meet and discuss the completed reflection form.
4. In setting goals for criteria 3, 6, and 8, the employee shall set the goals, the growth and the measurement in collaboration with colleagues and with supervision from his/her evaluator.

5. The employee will sign a copy of the Comprehensive Evaluation Report.

C. Evaluator Responsibilities

1. The evaluator shall schedule an annual goal-setting conference to meet and discuss the employee's Professional Reflection Form.
2. The evaluator shall schedule a minimum of two (2) Observation Cycles with all employees assigned to the Comprehensive Evaluation Process and three (3) Observation Cycles for provisional employees. (Form #5)
3. The evaluator shall complete a post-conference within five (5) work days of each observation.
4. The evaluator shall complete the Observation report forms within three (3) work days following each post-conference.
5. No later than five (5) days prior to the last day of school, the evaluator will complete the Comprehensive Evaluation Report.

D. Summative Performance Rating

The summative performance evaluation assumes that the Proficient (3) performance evaluation rating is a professional standard of excellence. Classroom teachers are assumed to be Proficient (3) and evidence is collected in the normal course of professional practice to confirm or modify this performance evaluation rating.

1. A classroom teacher shall receive a performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
 - 8-14—Unsatisfactory (1)
 - 15-21—Basic (2) (Emerging)
 - 22-28—Proficient (3)
 - 29-32—Distinguished (4) (Exemplary)

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.

2. Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated by state law 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. As defined by state law each classroom teacher shall have one student growth goal for criteria components 3.1 and 3.2 and one student growth goal for criteria components 6.1 and 6.2. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

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

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 formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used as evidence in determining a teacher's student growth criterion score.

If a teacher receives a Distinguished (Exemplary) (4) summative performance rating and a Low student growth rating, they must be automatically moved to the Proficient (3) level for their summative score.

A teacher who receives a Low rating on the student growth score or an Unsatisfactory (1) on any of the five (5) rubric rows designated by state law as student growth components (WAC 392-191A-080) will enter the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

1. Examine student growth data in conjunction with other evidence including observation, and student evidence and additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.

SECTION 9.05A: SUPPORT FOR BASIC AND UNSATISFACTORY

1. The Association will be notified immediately when any classroom teacher receives an overall summative rating of less than Proficient (3).
2. When a classroom teacher's overall performance is evaluated as below Proficient (3), additional support shall be granted to the employee to support their professional development.
3. In such cases that a teacher on a comprehensive evaluation with five (5) or more years of experience receives a summative evaluation score below Proficient (3), the teacher must be formally observed before October 15th following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.
4. Support Plan

a. Specifying Deficiencies/Support Plan

- i. The evaluator shall meet with the employee and communicate verbally and in writing a support plan. The support plan will:
 1. Identify specific areas of deficiency(ies) within identified criteria
 2. Actions to remediate such deficiency(ies), and
 3. Means by which the evaluator can provide assistance.
- ii. The Association President shall be notified when an employee has been given a support plan.

The employee shall have at least thirty (30) working days to remediate the area(s) of deficiency(ies). At the employee's request the Association President or designee shall accompany the employee at any conference held to address the employee's progress with his/her support plan.

b. When Remediation Program Required

No employee shall be placed on probation unless a support plan has been given to the employee in the current school year or the prior school year and at least thirty (30) working days were provided after the employee's receipt of the support plan to remediate the area(s) of deficiency(ies).

SECTION 9.06A: FOCUSED EVALUATION**A. Philosophy**

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating. Classroom teachers must return to the Comprehensive Evaluation once every six (6) years.

The following categories of classroom teachers shall receive an annual comprehensive summative evaluation and are not eligible for the Focused Evaluation:

1. Classroom teachers who are provisional employees under RCW 28A.405.220;
2. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

B. Employee Responsibilities

1. Prior to the annual goal setting conference described in Section 9.04 below, the employee shall:
 - a. Complete the Professional Reflection Form. (Form 1)
 - b. Complete a draft of the Focused Planning Form. (Form 2)
 - c. Selection of the area of focus and setting the student growth goal(s) is the responsibility of the employee, with supervision from his/her evaluator.
2. After the Professional Planning Conference, the employee is responsible for working to meet his/her goals per the Focused Planning Form (Form 2).
3. The employee will sign a copy of the Focused Evaluation Form (Form 4).

C. Evaluator Responsibilities

1. The Focused Planning Conference will occur no later than forty-five (45) school days after the beginning of the school year.
2. The evaluator will observe a minimum of twice during the school year, for a period of not less than sixty (60) minutes. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting. The evaluator shall complete a modified form of the observation cycle with reasonable intervals of time for the pre-conference and post-conference. The pre-conference shall be no less than prior notification and clarification about the focus of the observation. The post-conference shall be no less than an opportunity to provide feedback about the focus of the observation. When the observation occurred in a group setting the reasonable interval of time is recognized to be more flexible.
3. The evaluator will offer input and assistance and may provide guidance and coaching to the employee.
4. No later than five (5) days before the end of the school year, the employee and the evaluation administrator will meet to discuss the Focused Evaluation Form (Form 4).
5. The evaluator may move the employee from the Focused Evaluation to the Comprehensive Evaluation process, provided that the decision is made and communicated to the employee in writing, including the reason for the decision, no later than December 15.

D. Focused Performance Rating

1. A classroom teacher's summative score is determined using the most recent comprehensive summative evaluation score. 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 is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Exemplary) score may be awarded by the evaluator.

SECTION 9.07A: PERFORMANCE EVALUATION – GENERAL PROVISIONS

A. Orientation to Evaluation System

1. Prior to being evaluated on the new performance evaluation system under Article 9.00B, each classroom teacher shall receive adequate professional development to comprehend the instructional framework and the evaluative rubric and process. The amount and substance of said professional development shall be mutually determined by the Association and the District.
2. Prior to the beginning of the evaluation process, a building level group meeting with the evaluator and the employees will take place to explain the procedure to be used in the evaluation process. An explanation shall be given on the procedure to be used in the Districts two evaluation processes: Comprehensive and Focused.
3. Observations, evidence, and evaluations shall be based on the criteria and indicators outlined in this Article. The teacher may provide additional evidence to aid in the assessment of the teacher's performance evaluation as it relates to the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated and be used in the determination of the summative performance rating.

B. Multiple Roles or Locations

1. Certificated employees who work as a classroom teacher and in an instructional support role will be evaluated in each position. Certificated employees working in the same capacity in more than one building shall not undergo more than one evaluation process. That evaluation process will include input from all supervisors of the employee.

C. Confidentiality of Performance Evaluations

1. The performance evaluation ratings are confidential. Evaluative performance ratings shall only be shared in anonymous and aggregated form and will not be shared or published with any personally identifying information. The Association will be notified when evaluative performance ratings are published or shared.
2. Classroom teachers receiving a performance evaluation rating of Distinguished (Exemplary) (4) shall be formally recognized in such a manner as does not violate the confidentiality of their performance evaluation.

D. Observations

1. All classroom teachers and certificated support personnel shall be observed at least twice. Total observation time shall not be less than sixty (60) minutes for employees on the Comprehensive Evaluation. An employee in the third year of provisional status shall be observed at least three (3) times and the total observation time shall not be less than ninety (90) minutes.
2. An individual pre-observation conference shall be held before each formal observation. The purpose of this pre-observation conference is to identify and discuss the purpose of the observation and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and as they pertain to the State's eight (8) criteria. The Pre & Post Observation Conference Preparation Form (Form 6) may be used to guide this conversation.
3. A post-observation conference between the employee and the evaluator will be held within five (5) of the employee's working days.

4. The supervisor will document all formal observations. Following the post-conference, a written summary of the observation and conference will be provided to the employee within three (3) working days, using the Observation Report Form (Form 5). The employee shall have the right to affix a written statement to any such summaries. These summaries shall serve as worksheets for the subsequent completion of the Comprehensive Evaluation Form (Form 3).
5. Observations will not take place on half days, late start days, the day before winter or spring break, unless otherwise agreed to by the employee.
6. In the event of an emergency or other conflict which prevents an evaluator from following through with a scheduled observation, the evaluator shall note in writing missed or canceled observations, if any. Missed or canceled observations on the part of the evaluator shall have no bearing on the evaluation of the classroom teacher.
7. Observations in addition to the two (2) required prearranged observations may be held at any time during the performance of assigned duties. Such additional observations may be conducted at the discretion of the evaluator or may be arranged by mutual agreement. Such additional observations must be documented using the Observation Report Form. If there is an area of concern based upon any such observation, the employee shall be notified in writing.
8. All observations shall be conducted openly without the use of electronic devices to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

E. Timeline

1. The evaluation process must be completed for all employees no later than five (5) days prior to the last day of the school year. The employee will sign a copy of the evaluation. This signature acknowledges only that the employee has received the evaluation report and has had its content explained by the evaluator. The employee may affix written comments to the final report at his/her discretion.
2. When a time limit contained in this Article ends on a non-contract day, the time limit shall be extended to the next contract day.
3. An Observation Cycle and Comprehensive Performance Evaluation will be completed for each provisional employee within ninety (90) calendar days after the beginning of the school year or ninety (90) calendar days after the commencement of employment for new employees.
4. For classroom teachers on the Comprehensive Evaluation and not on probation, there shall be no less than 10 working days between any two observation cycles for any single classroom teacher by a single evaluator, unless agreed to by the classroom teacher.
5. For a classroom teacher on probation, every effort shall be made on the part of the evaluator to space the observation cycles at intervals that allow for the classroom teacher to demonstrate growth.

F. Alternative Evaluator

1. Upon request, a classroom teacher may be assigned an alternative evaluator. Requests must be submitted in writing by October 1.

SECTION 9.08A PROBATION

1. Non-provisional classroom teachers shall be notified of probationary status. Probationary status shall last sixty (60) school days and shall commence no earlier than October 15. No employee shall be notified of probationary status unless a minimum of three (3) observation cycles have been completed identifying areas of unsatisfactory performance.
2. A classroom teacher's work is not judged satisfactory, and therefore may be placed on probation, when the

overall comprehensive performance rating is:

- a. One (1) Unsatisfactory; or when
 - b. A classroom teacher with a continuing contract under RCW 28A.405.210 with more than five (5) years of teaching experience whose summative performance rating is below three (3) Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.
 - c. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
3. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request shall be granted. This evaluator will be jointly selected by the District and the Association from within the District or from a list of evaluation specialists compiled by the ESD.
 4. The Association shall have the right to bring in an outside expert observer during a period of probation. The Association shall provide prior notification to the District about the intent to bring in an outside expert observer, the name of the observer, and the dates and times of intended observations. The District has the prerogative to request an alternate observer and the Association shall consider the District's request. This shall occur at no expense to the District and shall report solely to the Association.
 5. Employees whose contracts are not to be renewed shall be served with notice of probable cause of non-renewal as required by law.
 6. A request for hearing must be filed with the President or Secretary of the Board of Directors within ten (10) days of receipt of a notice of probable cause for non-renewal of contract.

SECTION 9.09A GRIEVANCE

Only the evaluation procedure outlined in the Article shall be subject to the grievance procedure contained in Article 12.00.

ARTICLE 9.00B

PERFORMANCE EVALUATION

SECTION 9.01B: PURPOSES

The purposes of this performance evaluation process shall be:

- A. To improve the educational program by improving the quality of instructional and support services;
- B. To recognize areas of strength and to assist the professional employee in identifying areas of performance that need improvement and to promote professional growth;
- C. To provide information to assist in decisions regarding appropriate assignment of employees including recommendations for non-renewal of contracts for those employees who fail to meet minimum standards relative to the adopted performance criteria.

SECTION 9.02B: DEFINITIONS

Annual goal-setting conference shall mean the annual meeting in which the evaluator and employee meet to discuss the Professional Reflection Form.

Certificated Performance Criteria shall mean the criteria (teaching responsibilities) used to measure the performance of the employee.

Evaluator shall mean the supervisory employee assigned by the District to evaluate the employee. The Superintendent shall determine who the evaluator of each employee shall be by the start of school. The evaluator may request additional assessment by other supervisory employees.

Formal Observation shall mean a scheduled, pre-arranged observation lasting at least thirty (30) minutes.

Informal Observation shall mean a drop-in observation, with no written response expected unless the uniqueness of the observation suggests it, or the evaluator observes something that may be a performance issue.

Observation Cycle shall mean a pre-conference, observation post-conference.

Performance Evaluation shall mean the entire process of establishing goals, monitoring performance, and providing an annual evaluation report. Snohomish School District has two processes: Summative and Professional Growth.

Professional Reflection Form shall mean the form the employee completes and submits to the evaluator one (1) day prior to the annual goal-setting conference.

Summative Evaluation Report shall mean the report prepared at least annually which indicates the degree to which the employee has met the Certificated Performance Criteria.

Professional Growth Planning Conference shall mean the annual meeting in which the employee and evaluator meet to discuss the Professional Growth Annual Planning Form.

Professional Growth Verification Form shall mean the form used to officially indicate satisfactory completion/progress on goals associated with the Professional Growth Option.

SECTION 9.03B: SUMMATIVE EVALUATION

A. Philosophy

Summative Evaluation is the Snohomish School District's primary evaluative process. Using the instructional criteria as indicated on the Professional Reference Form, the employee and evaluator will identify strengths and areas for professional improvement.

B. Employee Responsibilities

1. The employee shall complete the Professional Reflection Form (Form 1).
2. One (1) day prior to the annual goal-setting conference, the employee shall submit to his/her evaluator the completed Professional Reflection Form (Form 1).
3. The employee and administrator shall meet and discuss the completed reflection form.
4. The employee will sign a copy of the Summative Evaluation Report.

C. Evaluator Responsibilities

1. The evaluator shall schedule an annual goal-setting conference to meet and discuss the employees Professional Reflection Form (Form 1).
2. The evaluator shall schedule a minimum of two (2) Observation Cycles with all employees assigned to the Summative Evaluation Process.
3. The evaluator shall complete a post-conference within five (5) work days of each observation.

4. The evaluator shall complete the Observation Report forms (Form 5) within three (3) work days following each post-conference.
5. No later than five (5) days prior to the last day of school, the evaluator will complete the Summative Evaluation Report.

SECTION 9.04B: PROFESSIONAL GROWTH OPTION (PGO)

A. Philosophy

The Professional Growth Option is a locally bargained process that is a voluntary program granted by state law. PGO focuses on improvement of teaching skills, content knowledge, techniques, and abilities. With the approval of the evaluator, this option is available to employees with four (4) or more years of satisfactory District evaluations. PGO will encourage professional growth through goal setting, will involve the employee and evaluator in cooperative discussions and planning, and will encourage collegial interaction for the accomplishment of goals. Building and district goals will provide the framework for individual employee goal setting.

B. Employee Responsibilities

1. Prior to the annual Professional Growth Planning Conference described in Section 9.04 below, the employee shall:
 - a. Complete the Professional Reflection Form (Form 1).
 - b. Complete a draft of the Professional Growth Annual Planning Form (Form 2).
2. After the Professional Planning Conference, the employee is responsible for working to meet his/her goals per the Professional Growth Annual Planning Form (Form 2).

C. Evaluator Responsibilities

1. The Professional Growth Planning Conference will occur no later than forty-five (45) school days after the beginning of the school year.
2. The evaluator will meet a minimum of twice during the school year, once each semester, with the employee to confer on the Professional Growth Annual Planning Form (Form 2). This will be noted on the Professional Growth Verification Form.
3. The evaluator will offer input and assistance and may provide guidance and coaching to the employee.
4. The evaluator may conduct informal or formal observations.
5. No later than five (5) days before the end of the school year, the employee and the administrator will meet to complete the Professional Growth Verification Form.
6. The evaluator may move the employee from the Professional Growth Option to the Summative Evaluation process, provided that the decision is made and communicated to the employee in writing, including the reason for the decision, no later than March 1.

D. Shared Employee/Evaluator Responsibilities

1. The employee and evaluator will meet to cooperatively finalize the Professional Growth Option Plan at the conference described in Section 9.04. C. 1.
2. The employee and evaluator will engage together in learning-focused conversation during the course of the school year.

3. The employee and evaluator will meet to analyze and discuss employee-gathered evidence related to the accomplishment of the established annual growth goals and to complete the Annual Professional Growth Planning Form.
4. No later than five (5) days before the end of the school year, the employee and the administrator will meet to complete the Professional Growth Verification Form. At this meeting, the employee will share the multiple sources used in the self-assessment of his/her Professional Growth Option.

E. Other Provisions

1. The completion of the Professional Growth Option may be accomplished over a two (2) year period.
2. One or more of the following sources shall be used by the employee in developing the PGO: (a) peer review and evaluation; (b) input by parents; (c) input by students; (d) personal and/or professional goals; (e) school district goals; (f) building goals (g) self-assessment; (h) personal academic records; (i) school district evaluations.

SECTION 9.05B: PERFORMANCE EVALUATION GENERAL PROVISIONS

A. Orientation to Evaluation System

1. Prior to the beginning of the evaluation process, a building level group meeting with the evaluator and the employees will take place to explain the procedure to be used in the evaluation process. An explanation shall be given on the procedures and observation to be used in the evaluation process.
2. Observations and evaluations shall be based on the criteria and indicators outlined in this Article. Other objective and verified information dealing with the degree to which the employee meets responsibilities which are required for the position may be used, provided the employee is given an opportunity to present his/her account of the issue before reliance on the information for evaluation purposes takes place.

B. Multiple Roles or Locations

1. Certificated employees working in the same capacity in more than one (1) building or in more than one role shall not undergo more than one (1) annual evaluation process. That evaluation process will include input from all supervisors of the employee.

C. Confidentiality of Performance Evaluations

1. The performance evaluation ratings are confidential. Evaluative performance ratings shall only be shared in anonymous and aggregated form and will not be shared or published with any personally identifying information. The Association shall be notified when evaluative performance ratings are published or shared.

D. Observations

1. There shall be at least two (2) prearranged observations of each employee, and at least one (1) of the evaluation observations will be at least thirty (30) minutes in length. Total observation time for an employee shall be at least sixty (60) minutes, with a total of at least thirty (30) minutes for new employees within ninety (90) days of active employment. An employee in the third year of provisional status shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.
2. An individual pre-observation conference shall be held before each formal observation. The purpose of this pre-observation conference is to identify and discuss the purpose of the observation and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and how they align with District curriculum and assessment and how the observation relates to the employee's Reflection Form.

3. A post-observation review conference between the employee and the evaluator will be held within five (5) of the employee's working days.
4. The supervisor will document all formal observations. Following the post-conference, a written summary of the observation and conference will be provided to the employee within three (3) working days, using the Observation Report Form. The employee shall have the right to affix a written statement to any such summaries. These summaries shall serve as worksheets for the subsequent completion of the Summative Evaluation Report.
5. Observations will not take place on half days, late start days, the day before winter or spring break, unless otherwise agreed to by the employee.
6. In the event of an emergency or other conflict which prevents an evaluator from following through with a scheduled observation, the evaluator shall note in writing missed or canceled observations, if any. Missed or canceled observations on the part of the evaluator shall have no bearing on the evaluation of the classroom teacher.
7. Observations in addition to the two (2) required prearranged observations (three (3) such observations for provisional employees in their third year) may be held at any time during the performance of assigned duties, provided that such observations are based upon the Certificated Performance Criteria. Such additional observations may be conducted at the discretion of the evaluator or may be prearranged by mutual agreement. Such additional observations must also be documented using the Observation Report Form if such observations are used as any basis for the Summative Evaluation Report. If there is an area of concern based upon any such informal observation, the employee shall be notified in writing.

E. Timeline

1. The evaluation process must be completed for all employees no later than five (5) days prior to the last day of the school year. The employee will sign two (2) copies of the Summative Evaluation Report or PGO Verification Form. The signature acknowledges only that the employee has received the evaluation report and has had its contents explained by the evaluator. The employee may affix written comments to the final report at his/her discretion.
2. When a time limit contained in this Article ends on a non-contract day, the time limit shall be extended to the next contract day.
3. An Observation Cycle and Summative Evaluation will be completed for each provisional employee within ninety (90) calendar days after the beginning of the school year or ninety (90) days after the commencement of employment for new employees.
4. For certificated employees on the Summative Evaluation and not on probation, there shall be no less than 10 working days between any two observation cycles for any single certificated employee by a single evaluator, unless agreed to by the certificated employee.
5. For certificated employees on probation, every effort shall be made on the part of the evaluator to space the observation cycles at intervals that allow for the classroom teacher to demonstrate growth.

F. Alternative Evaluator

Upon request a certificated employee may be assigned an alternative evaluator. Requests must be submitted in writing by October 1st.

SECTION 9.06B: PROBATION

1. Probation shall be in accordance with the provisions of RCW 28A.405.100.

2. Provisional employees shall be specifically excluded from the probation procedure. Any performance concerns shall be shared with all provisional employees prior to the last working day in December. Notification of the intention for employment for the following year must be provided by March 15.
3. Non-provisional certificated employees shall be notified of probationary status. Probationary status shall last sixty (60) school days and shall commence no earlier than October 15. No employee shall be notified of probationary status unless a minimum of three (3) observation cycles have been completed identifying areas of unsatisfactory performance.
4. A certificated employee's work is judged unsatisfactory, and therefore may be placed on probation, when the overall performance rating is "Unsatisfactory."
5. Certificated employees on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based upon evaluations of their teaching effectiveness in the out-of-endorsement assignments.
6. The probationary certificated employee may request that an additional certificated evaluator become part of the probationary process and the request shall be granted. This evaluator will be jointly selected by the District and the Association from within the District.
7. An Association representative shall be allowed to attend pre or post observation conferences of an employee who is on probation.
8. The Association shall have the right to bring in an outside expert observer during a period of probation. The Association shall provide prior notification to the District about the intent to bring in an outside observer, the name of the observer, and the dates and times of intended observations. The District has the prerogative to request an alternate observer and the Association shall consider the District's request. This shall occur at no expense to the District and shall report solely to the Association.
9. Employees whose contracts are not renewed shall be served with notice of probable cause of non-renewal as required by law.
10. A request for hearing must be filed with the President or Secretary of the Board of Directors within ten (10) days of receipt of a notice of probable cause for non-renewal of contract.

SECTION 9.07B: PERFORMANCE EVALUATION CRITERIA AND EVALUATION FORMS

The criteria and indicators to be used for the evaluation of teachers and support personnel shall be those identified on the applicable evaluation forms. All evaluation forms referred to in this Article 9.00 shall be agreed to by the District and Association and shall be considered as incorporated into this Agreement.

SECTION 9.08B: GRIEVANCE LIMITATION

Only the evaluation procedure outlined in this Article shall be subject to the grievance procedure contained in Article 12.00.

ARTICLE 10.00

REDUCTION IN FORCE

SECTION 10.01: CERTIFICATED STAFF REDUCTION

In the event that it is necessary to reduce the number of certificated employees pursuant to the provisions of applicable Board policy, those certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be terminated from employment will be identified by using the following procedures:

A. Determination of Vacant Positions

The District will determine, as accurately as possible, the total number of certificated staff known as of March 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, or leaving the District for reasons of non-continuing contracts, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

B. Certification and Endorsement

Possession of any valid Washington State Certificate and endorsement which may be required for the position(s) under consideration shall be a prerequisite for retention.

C. Employment Categories

The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:

1. Elementary teachers will be considered for retention in one (1) category (P-6).
2. Secondary teachers (7-12) will be considered for retention by teaching specialties such as: Math, Science, Social Studies, Language Arts, Music, Art, Physical Education, Health, French, Latin, Spanish, German, Chinese, Russian, Sign Language, Agriculture, Business/Diversified, Occupations/Marketing, Technology Education, Family and Consumer Sciences.
3. Other non-supervisory certificated staff members will be considered for retention according to their specialties, which will include: Counselors, Librarians, Psychologists, Special Education Teachers (according to teaching specialty), Elementary Physical Education Specialists, Elementary Art Specialists, Elementary Music Specialists, Chapter/LAP Specialists, Occupational Therapists, Physical Therapists, Health Specialists, Speech and Language Pathologists, English Language Learning (ELL), and Social Workers.

D. Retention of Employment Category

Each certificated staff member will, in accordance with the criteria set forth in paragraph E hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purposes of this paragraph, an employee is currently performing in any given category or specialty if two (2) classes or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his designee, provided, that in order to qualify for consideration in any such additional category, the employee:

1. Must have had a minimum of one (1) year full-time professional experience¹ teaching, performing or supervising² in each such additional category; and

¹Employees who, by part-time assignments, have accumulated the equivalent of one (1) year of full-time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category. Teaching one (1) period per year for any five (5) years within a ten (10) year period qualifies as the equivalent of one (1) year of full-time experience.

²Employees who have been directly responsible for the supervision or coordination of other staff members or programs in an additional category satisfy the requirements of this paragraph with respect to such additional category; e.g., an elementary school Principal satisfies the requirements of this paragraph with respect to the P-6 teaching category.

2. Such experience must have occurred during the immediately preceding ten (10) years; or

3. The employee must have had a college major (a recognized major or equivalent involving 45 quarter hours or 30 semester hours) in a field directly related to such additional category; or
4. The employee has an endorsement in such additional category.

All written designations for consideration in additional categories shall be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

No employee shall be considered for retention in a position of higher rank than the position held by such employee at the time of the implementation of these procedures unless a position is open because of resignation, retirement, or creation of a new position, in which event the normal rules for selection of personnel shall apply. The District's salary structure as of the time of the implementation of these procedures shall determine whether a position is "of higher rank" than the position currently held by the employee.

E. Selection within Employment Categories

Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under paragraph D hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be recommended for retention.

1. Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in paragraphs C, 1, 2, and 3, above.

Within each such category or specialty the employee(s) having the greater seniority shall be recommended for retention. In the event ties exist, the employee(s) having the highest number of credits beyond the B.A. degree as recorded in the Personnel Department at the beginning of the current school year shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.

2. "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule.
3. In the event the Board determines that probable cause for reduction in force exists, each certificated employee in the District shall be listed in conformance with this Article. The list shall be ordered from the highest rating (with respect to the criteria) to the lowest. Every certificated employee to which this procedure applies shall be provided with the list upon which that employee's name appears.
4. Any staff member may, in writing, and within five (5) working days of receipt of the list, file with the Superintendent his/her objection to the ranking order. The employee may request consideration for the modification of the ranking order based on the information in the District's possession. Said individual must include in the request a full statement as to the facts on which he/she contends the list should be modified. If the Superintendent rejects the individual's requests for modification of the list, he shall do so in writing and provide the individual and the Association with copies thereof.

F. Action by Board

Recommendations for certificated staff reductions developed in accordance with these procedures shall be presented to the Board prior to the statutory deadline for nonrenewal notices for further action by the Board and/or Superintendent in accordance with the requirements of RCW 28A.405 as applicable.

G. Employment Pool

1. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for

a period of up to three (3) years, i.e., to the fourth August 1 following notice of layoff. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in paragraph C for which they are qualified under paragraph D, in preference to new hires. If more than one (1) such employee is qualified for an open position, the criteria set forth in paragraph E shall be applied to determine who shall be offered such position.

2. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his designee annually in writing between January 1 and January 31 if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such employee shall be dropped from the employment pool.
3. 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 letter to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool.
4. The District will utilize employment pool personnel as substitutes on a first priority basis if the employee so requests. Refusal by an employment pool person to accept substitute employment shall in no way jeopardize his/her recall rights.

SECTION 10.02: RETENTION OF OTHERS

It is recognized that certificated employees not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board policy and administrative procedures, for retention in one (1) or more of the employment categories identified in paragraphs C, 1, 2, and 3.

ARTICLE 11.00

SUBSTITUTES

This Article applies only to part-time and long-term substitutes as defined in Section 1.01. It does not apply to long-term leave replacement employees to whom the District offers non-continuing contracts. Such leave replacement employees are those who are expected (based on the nature of the leave for the person the employee is replacing) to work at least one (1) semester or its equivalent (90 workdays or more) in one (1) specific assignment. Such leave replacement employees are entitled to all rights and benefits provided by this total Agreement, whereas the rights and benefits applicable to part-time and long-term substitutes are governed in accordance with this Article.

SECTION 11.01: NOTICE TO ASSOCIATION

Prior to July 1, October 1, and February 1, the District shall provide the Association with a list of employees who have met the standards established in Section 1.01 for inclusion in the bargaining unit. Notification shall include names, addresses, and home phone.

SECTION 11.02: RATES OF PAY

Salary rates for substitutes shall be as follows:

- A. Part-time substitutes shall be paid a daily rate of \$185.
- B. Long-term substitutes, i.e., a substitute working in a regular assignment in excess of twenty (20) consecutive days, shall be paid at a daily rate of \$205.
- C. Long-term substitutes, i.e., a substitute working in a regular assignment in excess of forty-four (44) consecutive days, shall be paid at a daily rate of \$260.

If it is known from the outset that the long-term substitute in B or C, above, will be in a regular assignment in excess of the twenty (20) or forty-four (44) consecutive days, payment of the \$205 or \$260 will be made from the beginning of the assignment. If it is not known from the outset that the substitute will be in a regular assignment in excess of the twenty (20) or forty-four (44) consecutive days, once the twenty (20) or forty-four (44) days are reached the District will retroactively pay the difference between \$185 and \$205 or \$260 as applicable.

SECTION 11.03: LONG-TERM SUBSTITUTES TEACHING 6 PERIODS RATHER THAN 5

Long-term substitutes who replace a regular secondary employee who teaches six periods rather than five (i.e., they have given up their preparation period), shall be compensated an additional one-fifth of their substitute pay.

SECTION 11.04: OTHER APPLICABLE PROVISIONS

Other provisions of this Agreement that shall apply to part-time and long-term substitutes shall include:

ARTICLE 1.00	Recognition and Definitions
ARTICLE 3.00	Management Rights
Section 4.01	Dues & Representation Fee Deductions
Section 5.01	Discrimination
Section 5.04	Certification
Section 5.05	Academic Freedom & Professional Prerogative
Section 5.06	Employee Protection
Section 5.07	Due Process* (applicable only to long term substitutes)
Section 5.09	Student Discipline
Section 5.10	Certification and Hiring
Section 7.03	Co-curricular Schedule (if applicable)
Section 7.04	Hourly Rate (if applicable)
Section 8.02	Workday (Subsection A, C, and D apply.)
Section 8.03	Classload Assistance - Regular Education (applicable only to long term substitutes)
Section 8.04	Workload Assistance - Special Education, SLPs, OTs, PTs (applicable only to long term substitutes)
ARTICLE 12.00	Grievance Procedure
ARTICLE 13.00	No Strike/Lockout
ARTICLE 14.00	Term of Agreement

*Prior to the removal from the substitute list, a part-time substitute will be offered a meeting with the Executive Director of Human Resource Services.

SECTION 11.05 ATTENDING PROFESSIONAL DEVELOPMENT

Upon request from the substitute teacher, the District may allow substitutes to attend District or Building professional development opportunities. Substitutes won't be paid for this time but will be eligible to receive clock hours at no charge.

ARTICLE 12.00

GRIEVANCE PROCEDURE

SECTION 12.01: PURPOSE

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

SECTION 12.02: DEFINITIONS

- A. A **"grievant"** shall mean an employee or the Association filing a grievance.
- B. A **"grievance"** shall mean a claim by a grievant that a dispute or disagreement exists involving the violation, interpretation, or application of the terms of this/her Agreement.
- C. **"Days"** shall mean Monday through Friday and exclude weekends, holidays, and the winter and spring breaks.

SECTION 12.03: TIMELINES

- A. Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this/her procedure may be extended only by mutual agreement.
- B. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure.
- C. Failure by the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

SECTION 12.04: RIGHTS TO REPRESENTATION

- A. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by Association representation selected by the Association. Said Association representation shall be limited to two (2) except that with prior notification to the District the Association may add an additional representative. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and to receive the same written responses provided to the grievant.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.
- C. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
- D. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

SECTION 12.05: PROCEDURE

A. Step 1 --- Immediate Supervisor

If the grievance is not resolved informally, then within twenty (20) days that the act or condition which is the basis of the complaint is discovered or reasonably should have been discovered, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance (Appendix H-1). The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based (Appendix H-2).

B. Step 2 --- Superintendent

If the grievance is not settled at Step 1, then the grievant may within five (5) days after the decision by the immediate supervisor or fifteen (15) days after the initial presentation of the grievance, whichever is sooner, refer the grievance to the Superintendent or his/her official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the hearing such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the

Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association and grievant(s) (Appendix H-3).

C. Step 3 --- Arbitration

If no settlement is reached at Step 2, the Association may request that the matter be submitted to an arbiter as hereinafter provided:

1. Written notice (Appendix H-4) of a request for arbitration shall be made to the Superintendent within fifteen (15) days of receipt of the Step 2 decision or within twenty-five (25) days after receipt of the grievance by the Superintendent, whichever is sooner.
2. The arbitrator shall be selected by the American Arbitration Association (AAA) in accord with its Voluntary Labor Arbitration Rules which shall likewise govern the arbitration proceeding except a request for a list of fifteen (15) potential arbitrators will be made, and provided further the Association shall have the option of having the arbitrator selected through the Federal Mediation and Conciliation Service (FMCS). If the latter is chosen, the request to FMCS will include a request for a list of at least fifteen (15) arbitrators. From the list, whether from AAA or FMCS, each party will separately strike unacceptable arbitrators and rank the remaining in order of preference. The highest ranking common arbitrator remaining on the list shall be selected. If there is no common arbitrator after the striking and ranking process, an additional list will be requested from the applicable agency.
3. The arbitrator shall be without power or authority to add to, subtract from, or alter from any of the terms of this Agreement. The arbitrator shall have no power or authority to rule on the termination of services or failure to reemploy any employee to a position on a supplemental contract, nor on the termination of services of an employee through discharge, non-renewal, or adverse effect procedures provided by law, nor on any matter involving discrimination. Both parties agree to be bound by the award of the arbitrator. The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties.
4. The cost for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association; all other costs will be borne by the party incurring them.
5. By mutual agreement, the Association and the District may agree to utilize grievance mediation pending an arbitration hearing. Also, by mutual agreement, the Association and District may agree to utilize the rules for expedited arbitration of the American Arbitration Association or FMCS if such rules are an option.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the administration against any employee because of his/her participation in any grievance.

E. Release Time

Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits

F. Grievance Forms

Forms for filing and processing grievances shall be provided by the District and available in each building in the District.

G. Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be continued through the grievance procedure until resolution.

H. Personnel Files

Grievances and records dealing with the grievance shall be filed separately from the personnel files of the participants.

ARTICLE 13.00

NO STRIKE --- NO LOCKOUT

During the life of this Agreement, the Association will not cause or permit its members to cause or take part in any strike, work stoppage or slowdown, or any curtailment of, or interference with, the activities and operations of the District.

The no strike clause above shall be deemed null and void in the event the local Association participates in a multi-local strike during the term of this Agreement that shall include at least fifty (50) percent of the student population in the greater Puget Sound region to include Snohomish, King, Pierce and Kitsap counties to encourage legislation aimed at improving wages, hours, and terms and conditions of employment. There will be no reprisals of any kind for participation in such a strike. The Association agrees to meet with the Board and the Superintendent at least thirty (30) days prior to participation in a multi-local strike in order to discuss plans and issues. It is further agreed that the Board will establish makeup dates after receiving Association input and recommendations.

The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized any lockout of the employees by the Board or the District's management personnel.

ARTICLE 14.00

TERM OF AGREEMENT AND BARGAINING PROCESS

SECTION 14.01: TERM OF AGREEMENT

This Agreement shall be effective beginning September 1, 2021 and shall remain in full force and effect through August 31, 2024.

SECTION 14.02: REOPENERS

Agreement may be amended or modified during its term only in accordance with any reopening provisions which may be contained in this Agreement, or with mutual written consent of both parties.

SECTION 14.03: COLLABORATIVE PROCESS DURING TERM

The parties have arrived at this Agreement through a collaborative bargaining process, and there is a common desire to continue such collaboration during the term of the Agreement. Therefore, the parties further agree as follows:

- A. The Association President and Superintendent or his/her designee shall conduct at least monthly meetings to discuss matters of concern to either party.
- B. The District and Association Collaboration Team shall meet at least monthly during the school year. These meetings shall be intended to further develop or refine the collaborative bargaining process and the skills necessary for same, and to discuss and resolve problems and issues either or both parties believe to be appropriate. It is agreed that it may often be appropriate to confirm such resolutions as Memorandums of Agreement which by mutual agreement may be considered part of this contract. If such meetings are conducted during the regular work day, the District shall release Association team members from their regular duties at no loss of pay.
- C. The intent of the discussions described above is to resolve issues and problems as they arise rather than negotiating them only in connection with talks on a successor agreement.

SIGNATURE PAGE

The parties hereto have signed this Agreement this 1 day of September, 2021.

SNOHOMISH EDUCATION ASSOCIATION:

Justin Fox-Bailey

Snohomish Education Association President

SEA Bargaining Team:

Megan Hutchison

Jean Carwin

Emma Packard

Kali Rip

Coryn Bullard

Jordan Gere

SNOHOMISH SCHOOL DISTRICT NO. 201

Darryl Pernat

Executive Director of Human Services

Snohomish School District Board of Directors:

Jay Hagen

Board President

Sara Fagerlie

Joshua Seek

Shaunna Ballas

Brandy Hekker

Kent Kultgen

Superintendent/Secretary to the Board

APPENDIX A-1

Certificated Instructional Staff - Snohomish School District #201
 Base Schedule - 180 Days
 2021-22 Partial Salary Schedule - September 2021

Steps	BA+0	BA+15	BA+30	BA+45	BA+90	MA+45	MA+90	MA+135
0	\$ 51,565	\$ 52,780	\$ 54,022	\$ 55,295	\$ 56,596	\$ 57,930	\$ 59,295	\$ 60,690
1	\$ 53,010	\$ 54,258	\$ 55,535	\$ 56,843	\$ 58,181	\$ 59,551	\$ 60,954	\$ 62,391
2	\$ 54,493	\$ 55,777	\$ 57,089	\$ 58,436	\$ 59,811	\$ 61,219	\$ 62,661	\$ 64,136
3	\$ 56,019	\$ 57,338	\$ 58,688	\$ 60,070	\$ 61,485	\$ 62,934	\$ 64,416	\$ 65,932
4	\$ 57,587	\$ 58,944	\$ 60,334	\$ 61,752	\$ 63,207	\$ 64,695	\$ 66,219	\$ 67,778
5		\$ 60,595	\$ 62,021	\$ 63,482	\$ 64,977	\$ 66,507	\$ 68,074	\$ 69,676
6			\$ 63,757	\$ 65,259	\$ 66,795	\$ 68,369	\$ 69,981	\$ 71,628
7				\$ 67,086	\$ 68,667	\$ 70,283	\$ 71,939	\$ 73,633
8				\$ 68,964	\$ 70,589	\$ 72,252	\$ 73,953	\$ 75,694
9				\$ 71,619	\$ 73,304	\$ 75,032	\$ 76,799	\$ 78,607
10				\$ 74,376	\$ 76,128	\$ 77,920	\$ 79,756	\$ 81,634
11				\$ 77,240	\$ 79,059	\$ 80,920	\$ 82,826	\$ 84,778
12				\$ 80,213	\$ 82,103	\$ 84,035	\$ 86,014	\$ 88,040
13				\$ 83,301	\$ 85,263	\$ 87,273	\$ 89,327	\$ 91,430
14				\$ 86,508	\$ 88,546	\$ 90,631	\$ 92,765	\$ 94,951
15					\$ 91,954	\$ 94,120	\$ 96,336	\$ 98,606
16						\$ 97,743	\$ 100,046	\$ 102,403

APPENDIX A-2

Certificated Instructional Staff - Snohomish School District #201
 Enrichment Compensation
 2021-22 Partial Salary Schedule - September 2021

Steps	BA+0	BA+15	BA+30	BA+45	BA+90	MA+45	MA+90	MA+135
0	\$ 8,612	\$ 8,817	\$ 9,028	\$ 9,238	\$ 9,456	\$ 9,678	\$ 9,906	\$ 10,141
1	\$ 8,856	\$ 9,064	\$ 9,280	\$ 9,498	\$ 9,721	\$ 9,952	\$ 10,183	\$ 10,425
2	\$ 9,104	\$ 9,316	\$ 9,536	\$ 9,760	\$ 9,991	\$ 10,228	\$ 10,469	\$ 10,713
3	\$ 9,358	\$ 9,578	\$ 9,804	\$ 10,037	\$ 10,271	\$ 10,515	\$ 10,761	\$ 11,016
4	\$ 9,622	\$ 9,848	\$ 10,078	\$ 10,316	\$ 10,558	\$ 10,811	\$ 11,066	\$ 11,321
5		\$ 10,102	\$ 10,342	\$ 10,584	\$ 10,833	\$ 11,087	\$ 11,350	\$ 11,615
6			\$ 10,628	\$ 10,882	\$ 11,138	\$ 11,397	\$ 11,668	\$ 11,941
7				\$ 11,184	\$ 11,448	\$ 11,716	\$ 11,995	\$ 12,277
8				\$ 11,497	\$ 11,770	\$ 12,045	\$ 12,329	\$ 12,620
9				\$ 11,939	\$ 12,220	\$ 12,507	\$ 12,803	\$ 13,107
10				\$ 12,401	\$ 12,693	\$ 12,991	\$ 13,298	\$ 13,612
11				\$ 12,878	\$ 13,180	\$ 13,489	\$ 13,807	\$ 14,133
12				\$ 13,372	\$ 13,686	\$ 14,010	\$ 14,342	\$ 14,678
13				\$ 13,888	\$ 14,216	\$ 14,549	\$ 14,891	\$ 15,242
14				\$ 14,422	\$ 14,761	\$ 15,108	\$ 15,465	\$ 15,831
15					\$ 15,333	\$ 15,692	\$ 16,063	\$ 16,441
16						\$ 16,296	\$ 16,680	\$ 17,074

APPENDIX A-3

Certificated Instructional Staff - Snohomish School District #201
 Enrichment Days Salary Schedule - 2 Days
 2021-22 Partial Salary Schedule - September 2021

Steps	BA+0	BA+15	BA+30	BA+45	BA+90	MA+45	MA+90	MA+135
0	\$ 573	\$ 586	\$ 600	\$ 614	\$ 629	\$ 644	\$ 659	\$ 674
1	\$ 589	\$ 603	\$ 617	\$ 632	\$ 646	\$ 662	\$ 677	\$ 693
2	\$ 605	\$ 620	\$ 634	\$ 649	\$ 665	\$ 680	\$ 696	\$ 713
3	\$ 622	\$ 637	\$ 652	\$ 667	\$ 683	\$ 699	\$ 716	\$ 733
4	\$ 640	\$ 655	\$ 670	\$ 686	\$ 702	\$ 719	\$ 736	\$ 753
5		\$ 673	\$ 689	\$ 705	\$ 722	\$ 739	\$ 756	\$ 774
6			\$ 708	\$ 725	\$ 742	\$ 760	\$ 778	\$ 796
7				\$ 745	\$ 763	\$ 781	\$ 799	\$ 818
8				\$ 766	\$ 784	\$ 803	\$ 822	\$ 841
9				\$ 796	\$ 814	\$ 834	\$ 853	\$ 873
10				\$ 826	\$ 846	\$ 866	\$ 886	\$ 907
11				\$ 858	\$ 878	\$ 899	\$ 920	\$ 942
12				\$ 891	\$ 912	\$ 934	\$ 956	\$ 978
13				\$ 926	\$ 947	\$ 970	\$ 993	\$ 1,016
14				\$ 961	\$ 984	\$ 1,007	\$ 1,031	\$ 1,055
15					\$ 1,022	\$ 1,046	\$ 1,070	\$ 1,096
16					\$ -	\$ 1,086	\$ 1,112	\$ 1,138

APPENDIX A-4

Certificated Instructional Staff - Snohomish School District #201
Professional Learning Days - 3 Days
2021-22 Partial Salary Schedule - September 2021

Steps	BA+0	BA+15	BA+30	BA+45	BA+90	MA+45	MA+90	MA+135
0	\$ 859	\$ 880	\$ 900	\$ 922	\$ 943	\$ 966	\$ 988	\$ 1,012
1	\$ 884	\$ 904	\$ 926	\$ 947	\$ 970	\$ 993	\$ 1,016	\$ 1,040
2	\$ 908	\$ 930	\$ 951	\$ 974	\$ 997	\$ 1,020	\$ 1,044	\$ 1,069
3	\$ 934	\$ 956	\$ 978	\$ 1,001	\$ 1,025	\$ 1,049	\$ 1,074	\$ 1,099
4	\$ 960	\$ 982	\$ 1,006	\$ 1,029	\$ 1,053	\$ 1,078	\$ 1,104	\$ 1,130
5		\$ 1,010	\$ 1,034	\$ 1,058	\$ 1,083	\$ 1,108	\$ 1,135	\$ 1,161
6			\$ 1,063	\$ 1,088	\$ 1,113	\$ 1,139	\$ 1,166	\$ 1,194
7				\$ 1,118	\$ 1,144	\$ 1,171	\$ 1,199	\$ 1,227
8				\$ 1,149	\$ 1,176	\$ 1,204	\$ 1,233	\$ 1,262
9				\$ 1,194	\$ 1,222	\$ 1,251	\$ 1,280	\$ 1,310
10				\$ 1,240	\$ 1,269	\$ 1,299	\$ 1,329	\$ 1,361
11				\$ 1,287	\$ 1,318	\$ 1,349	\$ 1,380	\$ 1,413
12				\$ 1,337	\$ 1,368	\$ 1,401	\$ 1,434	\$ 1,467
13				\$ 1,388	\$ 1,421	\$ 1,455	\$ 1,489	\$ 1,524
14				\$ 1,442	\$ 1,476	\$ 1,511	\$ 1,546	\$ 1,583
15					\$ 1,533	\$ 1,569	\$ 1,606	\$ 1,643
16						\$ 1,629	\$ 1,667	\$ 1,707

APPENDIX A-5

Certificated Instructional Staff - Snohomish School District #201
 2021-22 Total Compensation Salary Schedule
 September 2021

Steps	BA+0	BA+15	BA+30	BA+45	BA+90	MA+45	MA+90	MA+135
0	\$ 61,609	\$ 63,063	\$ 64,550	\$ 66,069	\$ 67,624	\$ 69,218	\$ 70,848	\$ 72,517
1	\$ 63,339	\$ 64,829	\$ 66,358	\$ 67,920	\$ 69,518	\$ 71,158	\$ 72,830	\$ 74,549
2	\$ 65,110	\$ 66,643	\$ 68,210	\$ 69,819	\$ 71,464	\$ 73,147	\$ 74,870	\$ 76,631
3	\$ 66,933	\$ 68,509	\$ 70,122	\$ 71,775	\$ 73,464	\$ 75,197	\$ 76,967	\$ 78,780
4	\$ 68,809	\$ 70,429	\$ 72,088	\$ 73,783	\$ 75,520	\$ 77,303	\$ 79,125	\$ 80,982
5		\$ 72,380	\$ 74,086	\$ 75,829	\$ 77,615	\$ 79,441	\$ 81,315	\$ 83,226
6			\$ 76,156	\$ 77,954	\$ 79,788	\$ 81,665	\$ 83,593	\$ 85,559
7				\$ 80,133	\$ 82,022	\$ 83,951	\$ 85,932	\$ 87,955
8				\$ 82,376	\$ 84,319	\$ 86,304	\$ 88,337	\$ 90,417
9				\$ 85,548	\$ 87,560	\$ 89,624	\$ 91,735	\$ 93,897
10				\$ 88,843	\$ 90,936	\$ 93,076	\$ 95,269	\$ 97,514
11				\$ 92,263	\$ 94,435	\$ 96,657	\$ 98,933	\$ 101,266
12				\$ 95,813	\$ 98,069	\$ 100,380	\$ 102,746	\$ 105,163
13				\$ 99,503	\$ 101,847	\$ 104,247	\$ 106,700	\$ 109,212
14				\$ 103,333	\$ 105,767	\$ 108,257	\$ 110,807	\$ 113,420
15					\$ 109,842	\$ 112,427	\$ 115,075	\$ 117,786
16						\$ 116,754	\$ 119,505	\$ 122,322

PhD Stipend = \$4,000.00

APPENDIX B

**Snohomish School District #201
Certificated Contract Addendum**

ADDENDUM: SALARY 2021-2022

EMPLOYEE:

The 2021 – 2022 annual contracted salary has been adjusted to reflect negotiated salary amounts as well as credit and experience increments applicable for the current contracted year. This salary will be delivered in accordance with the collective bargaining agreement between the Snohomish Education Association and the District.

Salary placement for the 2021-2022 basic contract is as follows:

Degree:

Years of Experience:

Credits:

FTE:

Base Contract Placement:

PLD Contract:

PhD Stipend:

Employee Signature

Date

Dr. Kent Kultgen
Superintendent and Secretary to the Board of Directors

Date

APPENDIX C

**SNOHOMISH SCHOOL DISTRICT NO. 201
2021-2022 SUPPLEMENTAL EMPLOYMENT CONTRACT**

This supplemental employment contract is made between the Snohomish School District No. 201, Snohomish County ("District" hereinafter) and _____ ("Employee" hereinafter) for the 2021-2022 school year.

In accordance with the Collective Bargaining Agreement between the District and the Snohomish Education Association, the District agrees to pay the above-named employee the amount indicated below for performing the following services:

1. Extensions of Regular Duties: The employee's position of _____ requires _____ days of employment beyond the regular contracted basic education work year. Compensation shall be at the employee's regular contracted rate of pay for each day worked. The total amount is as follows:

Number of days above = \$ _____

It is further understood and agreed that this contract will terminate automatically at the end of its terms, and continuing rights under RCW 28A.405.210 will not be applicable.

2. Required Additional Days and Responsibilities (1 PLD/3 Enrichment):

- A. In addition to the regular basic education work year, employees are required to work four (4) additional days in accordance with the Collective Bargaining Agreement and the negotiated staff calendar.

The following enrichment activities are permitted if they provide supplementation beyond the state

- (1) Minimum instruction offers of RCW 28A.150.220 or 28A.150.260;
- (2) Staffing ratios or program components of RCW [28A.150.260](#), including providing additional staff for class size reduction beyond class sizes allocated in the prototypical school model and additional staff beyond the staffing ratios allocated in the prototypical school formula;
- (3) Program components of RCW [28A.150.200](#), [28A.150.220](#), or [28A.150.260](#); or
- (4) Program of professional learning as defined by RCW [28A.415.430](#) beyond that allocated pursuant to RCW [28A.150.415](#).

Permitted enrichment activities consist of:

- (5) Extracurricular activities, extended school days, or an extended school year;
- (6) Additional course offerings beyond the minimum instructional program established in the state's statutory program of basic education;
- (7) Activities associated with early learning programs;
- (8) Any additional salary costs attributable to the provision or administration of the enrichment activities allowed under this subsection; and
- (9) Additional activities or enhancements that the office of the superintendent of public instruction determines to be a documented and demonstrated enrichment of the state's statutory program of basic education under (a) of this subsection and for which the superintendent approves proposed expenditures during the preballot approval process required by RCW [84.52.053](#) and [28A.505.240](#).

- B. In addition to responsibilities performed during the regular basic education work year and workday, employees have responsibilities, which extend beyond that time. Those responsibilities are performed both on and off school property.

Examples of those responsibilities include, but are not limited to the following:

- (1) Prepare for school opening or closing;
- (2) Conferencing and communicating with parents and students in addition to conference weeks;
- (3) Supporting student activities such as dances, concerts, sporting events and performances;
- (4) Providing individual help to students;
- (5) Evaluating student work;
- (6) Attending job related workshops, classes, and in-service work;
- (7) Researching educational materials and supplies;
- (8) Improving and maintaining professional skills;
- (9) Preparing and revising materials;
- (10) Planning with other staff in areas of instruction, curriculum and assessment;
- (11) Working with computers and other technology as related to educational uses;

- (12) Attending District-connected meetings such as PTSA, Open House, etc.;
- (13) Participating in a reasonable and equitable number of department, building, job alike, and/or District committee meetings.

C. Compensation for these required additional days and responsibilities is determined by the employee's placement on the negotiated Enrichment schedules. Accordingly, the employee's Enrichment compensation shall be:

Enrichment Comp: _____
Enrichment Days: _____ **«ENRICHMENT_DAYS»**

D. Employees shall verify completion of the required additional days and responsibilities by completing the form prescribed by the Collective Bargaining Agreement. The employee shall turn said form into their immediate supervisor no later than August 30*. If the employee does not verify the full amount of additional days and fulfillment of additional responsibilities, the pay shall be adjusted in accordance with the Collective Bargaining Agreement. The District reserves the right to withhold money due the employee for any overpayments for unverified work.

** or later if applicable*

Part-time employees shall have their time and compensation pro-rated based on their annualized full-time equivalency (FTE).

The employee shall be paid for work performed under paragraphs 1 and 2, above, on an equal monthly basis beginning on the September pay period and continuing through August 31.

Pursuant to RCW 28A.405.240 this is not a continuing contract.

**Dr. Kent Kultgen, Superintendent
and Secretary, Board of Directors**

Employee Signature

Date received and recorded: _____

APPENDIX D

CO-CURRICULAR SCHEDULE 2021-2022

GROUP A POSITIONS:	Yrs. Exp.	Stipend
H.S. Band*	0-3 Yrs	\$4,889
H.S. Choir	4-6 Yrs	\$5,496
H.S. Annual	7-9 Yrs	\$5,797
H.S. Activities**	10 + Yrs	\$6,100
H.S. Athletics-Building Advisor (Per semester)		
*Additional \$1,500 stipend for H.S. Marching Band		
**H.S. Activities Advisor stipend is based on 2 release periods		
GROUP B POSITIONS:	Yrs. Exp.	Stipend
MS Band	0-3 Yrs	\$3,593
HS Journalism	4-6 Yrs	\$4,015
JROTC	7-9 Yrs	\$4,224
	10 + Yrs	\$4,436
GROUP C POSITIONS:	Yrs. Exp.	Stipend
MS Choir	0-3 Yrs	\$3,005
FFA (Per semester)	4-6 Yrs	\$3,305
FFA/H	7-9 Yrs	\$3,455
DECA	10 + Yrs	\$3,604
Community Services (Per semester)		
FBLA		
FCCLA		
GROUP D POSITIONS:	Yrs. Exp.	Stipend
HS Honor Society	0-3 Yrs	\$2,198
Future Problem Solving	4-6 Yrs	\$2,622
Nat'l Competition	7-9 Yrs	\$2,838
Technology Student Assoc.-Bio-Technology	10 + Yrs	\$3,049
Technology Student Assoc.-CADD		
Sports Medicine		
GROUP E POSITIONS:	Yrs. Exp.	Stipend
HS Art Honor Society	0-3 Yrs	\$1,741
Elementary Music	4-6 Yrs	\$1,981
Concerts*	7-9 Yrs	\$2,101
Future Problem Solving	10 + Yrs	\$2,219
State Competition		

*Elementary music teachers who are expected by the building principal to conduct more than five (5) evening or after hour performances of the nature described by their job description shall be compensated by an additional one-fifth (1/5th) of their scheduled stipend amount for each additional performance.

New co-curricular assignments shall be brought to the SEA-SSD Collaboration Team for determination of appropriate bargaining unit and appropriate salary

High School bands perform at basketball and football games that occur as part of an extended season, i.e., for post regular season payoffs. For each such game, an extra stipend of \$150 shall be paid. Band participation in these post season events must be approved by the building Principal.

APPENDIX E

Physician's Statement of Severity

(As accompaniment to the employee's Application to Receive Shared Leave)

Employee's Name

Location/Position

To be completed by a Licensed Physician

- 1) Check the appropriate box indicating the affected person:
☐ The Employee ☐ A relative or household member of The Employee
- 2) Briefly describe the nature of the illness, injury, impairment or physical or mental condition in which the employee or their relative or household member is currently suffering from:

- 3) Provide the initial date of treatment for this condition and to your best estimate, the date in which it should be resolved. 'Indeterminate' can be indicated when appropriate.

Beginning

Ending

- 4) Do you certify that this illness, injury, impairment, or physical or mental condition is of an extraordinary or severe nature? ☐ YES ☐ NO

Physician's Signature

Physician's Name – Please Print

Telephone Number

Address

E-mail Address

Address

APPENDIX F



CERTIFICATED STAFF 2021-2022 SCHOOL YEAR

FINAL: September 8, 2021

August

31 PLD Day

September

1 PLD Day

2 TRI Day

6 Labor Day

7 PLD Day

8 First Day of School

SEPTEMBER '21

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

17 Elementary Conference

Half-Day Early Release

9-10 Secondary Conference

Half-Day Early Release

11 Veteran's Day

12 Half-Day Early Release

24 Half-Day Early Release

25-26 Thanksgiving Break

NOVEMBER '21

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

17 Half-Day Early Release

20-31 Winter Break

DECEMBER '21

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

17 Martin Luther King Day

31 TRI Day/Non-Student Day

JANUARY '22

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

18-21 Mid-Winter Break

FEBRUARY '22

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

29-31 Elementary Conference

Half-Day Early Release

30-31 Secondary Conference

Half-Day Early Release

MARCH '22

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

1 Half-Day Early Release

4-8 Spring Break

APRIL '22

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

30 Memorial Day

MAY '22

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

17 Full Work Day and Last Day of School

20-24 School Closure Related Contracted Make-Up Days

JUNE '22

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

Holiday/Non-Student Day

Conference Week Half-Day Early Release Days

Half-Day Early Release

School Closure Related Contracted Make-Up Days

Potential weather make-up days are contracted work days and will be made up at the end of the school year.

PGF Individual Day

PGF District/Building Directed Day

*

PGF Specialist Day

PGF CCDEI Day

TRI/PLD Day – Work Day, Non-Student Day

Note: staff must sign in at their building on TRI & PLD Days

APPENDIX G

**Snohomish School District
CONTRACT WAIVER REQUEST FORM**

The Collective Bargaining Agreement between the Snohomish School District and the Snohomish Education Association provides a process for a school site to obtain a waiver of a specific contract provision as follows:

No employee will be required without his/her consent to take any action in connection with a shared decision making arrangement or decision that violates his/her rights under the Agreement, and no adverse employment action will be taken against any employee because of his/her refusal to give such consent. If any aspect of a shared decision making arrangement is contrary to the terms of this Agreement, said aspect will not be implemented, or if already implemented will be immediately discontinued, unless a waiver is obtained from the Association and District. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, the employees affected by the waiver, and justification for the waiver. The waiver, if granted, will be considered an addendum to this Agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article 12.00. Except to the extent waived pursuant to the above, this Agreement will remain in full force and effect, and have full application to the employees who are affected by the shared decision making arrangements. [Section 8.13, paragraph D of the Collective Bargaining Agreement]

**THIS FORM MUST BE USED TO REQUEST ANY SUCH WAIVER AS DESCRIBED ABOVE.
[A request for a waiver to be effective the following school year
must be submitted no later than March 15.]**

SCHOOL: _____ **DATE:** _____

1.	THE WAIVER IS FOR WHAT SPECIFIC CONTRACT PROVISION?
2.	WHAT ARE THE JUSTIFICATIONS/REASONS FOR THE REQUESTED WAIVER?
3.	WHAT ARE THE BEGINNING AND ENDING DATES FOR THE REQUESTED WAIVER? (NOTE: No waiver will be granted that extends beyond the expiration date of the current Collective Bargaining Agreement.) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Beginning: _____ Ending: _____ </div>
4.	WHAT EMPLOYEES ARE AFFECTED BY THE WAIVER?
5.	WAS THE DECISION TO REQUEST THIS WAIVER MADE BY THE SCHOOL'S SHARED DECISION MAKING TEAM?

Yes: _____	No: _____
DOES THE DECISION REFLECT A CONSENSUS OF THOSE IN SEA'S BARGAINING UNIT AT THE SCHOOL SITE?	
Yes: _____	No: _____
DESCRIBE BELOW HOW THE DECISION WAS MADE:	
6. WHAT IS THE POTENTIAL COST/BUDGET IMPACT OF THE WAIVER?	

THIS FORM MUST BE SUBMITTED TO THE SUPERINTENDENT AND APPROVAL RECEIVED FROM THE DISTRICT AND SEA PRIOR TO IMPLEMENTATION OF THE REQUESTED WAIVER.

BUILDING PRINCIPAL

SEA BUILDING REPRESENTATIVE

DATE

DATE

Response to Waiver Request

Request granted: _____

Request denied: _____

Request granted under the following conditions:

Superintendent

SEA President

Date

Date

APPENDIX H-1

DISTRIBUTION OF FORM:

---Immediate Supervisor
---Association
---Grievant

COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person:_____Date of Presentation_____

Home Address of Aggrieved Person: _____

Telephone:_____

School:_____Immediate Supervisor:_____

Years in School System:_____Subject Area or Grade:_____

Association Representative:_____

STATEMENT OF GRIEVANCE:

SPECIFIC ARTICLE & SECTION OF AGREEMENT ALLEGEDLY VIOLATED:

RELIEF SOUGHT:

Signature of Aggrieved

APPENDIX H-2

DISTRIBUTION OF FORM:

---Immediate Supervisor
---Association
---Grievant

DECISION OF IMMEDIATE SUPERVISOR

Aggrieved Person: _____ Date of Meeting: _____

School: _____ School Principal/Immediate Supervisor: _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision: _____

Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for decision.

Date of Response: _____

Signature of Aggrieved

APPENDIX H-3

DISTRIBUTION OF FORM:

---Association
---Grievant
---Superintendent

DECISION BY SUPERINTENDENT

Aggrieved Person: _____ Date of Oral Presentation: _____

Date of Appeal Received by Superintendent: _____

Date of Hearing Held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision: _____

Signature of Superintendent

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this grievance to arbitration.

Date of Response: _____

Signature of Aggrieved

APPENDIX H-4

DISTRIBUTION OF FORM:

---Association
---Superintendent
---Grievant

DETERMINATION REGARDING ARBITRATION

Aggrieved Person: _____ Date of Presentation: _____

Association President: _____

Date Request Received for Arbitration: _____

DETERMINATION OF ASSOCIATION:

- [] THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED NOT TO
SUBMIT THIS GRIEVANCE TO ARBITRATION.
- [] THE ASSOCIATION, THROUGH ITS DESIGNATED BODIES, HAS DETERMINED TO
SUBMIT THIS GRIEVANCE TO ARBITRATION.

Date of Determination: _____

Signature of Association President

APPENDIX I

Snohomish School District 2021-2022 Assessments

This is a tentative assessment plan based on information we currently have for state testing and our own district assessment schedule. Dates are subject to change. Please check our district's website for updated information throughout the year and utilize OSPI's testing timeline at www.k12.wa.us/assessment/StateTesting/timelines-calendars.aspx.

Benchmark - periodic measure of student progress through the year

Testing Window	Assessment	State/ District	Schedule Set By	Grades	# of Days*
September 2021	Brigance (Special Education)	District	Locally Approved	P - 12	
Sept. 8 - Nov. 12, 2021	WaKIDS State Funded Kindergarten	STATE	Building	K	ongoing
Fall Benchmark Window Sept. 13 - Oct. 8, 2021	Early Literacy Screener	STATE	Building	1 – 2 Screener	
	BAS (Fountas & Pinnell)	District	Building	1 - 3	
	STAR Math & Reading	District	Building	2 - 9	1-2 days
Sept. 27 – Oct. 20, 2021	Panorama SEL Survey	STATE	Building	K - 12	1 day
Fall State Testing Window Oct. 20 - Nov. 10, 2021	2020-2021 SBA ELA & Math	STATE	Locally Approved	4 – 9, 11	2 days
	2020-2021 WCAS (Science)			6, 9, 12	1 day
Sept. 27 - Nov. 23, 2021	WA-AIM & WA-AIM Fall Retake (Special Education)	STATE	Locally Approved	3 - 8, 11 (SPED)	
Winter Benchmark Window Jan. 10 – 31, 2022	Early Literacy Screener	STATE	Building	Kinder & 1 st Screener 1-2 Progress Monitoring	
	BAS (Fountas & Pinnell)	District	Building	K - 3	
	STAR Math & Reading	District	Building	2 - 9	1-2 days
Jan. 31 – Feb. 18, 2022	Panorama SEL Survey	STATE	Building	3 - 12	1 day
Jan. 31, 2022 - May 6, 2022	WA-AIM (Special Education)	STATE	Locally Approved	3 - 8, 11 (SPED)	
Jan. 31 – Mar. 25, 2022	WIDA	STATE	Locally Approved	K – 12 (ELL)	1-3 days
	WIDA Alternate Access	STATE	Building	K – 12 (ELL & SPED)	
March 8, 2022	ACT	District	ACT Approved	11	1 day
March 8-11 & 14-18	ACT Accommodations Testing	District	ACT Approved	11	
Spring State Testing Window Apr. 11 - June 3, 2022	SBA ELA & Math	STATE	Locally Approved	3 - 8, 10	2-4 days
	WCAS (Science)			5, 8, 11	1-3 days
May 2022	AP Exams	District Locally Approved	CollegeBoard Approved	9 - 12	1 day / exam
Spring Benchmark Window May 23 - June 10, 2022	Early Literacy Screener	STATE	Building	K - 2 Progress Monitoring	
	BAS (Fountas & Pinnell)	District	Building	K – 3 **	
	STAR Math & Reading	District	Building	2 - 8	1-2 days
May 23 – June 16, 2022	Panorama SEL Survey	STATE	Building	3 - 12	1 day
*# of days is dependent upon how test sessions are administered					
**Grades 4-5-6: Goal is to have given at least 1 BAS to every student in each class by end of Spring Benchmark window.					



APPLICATION FOR JOB SHARING

20XX-20XX School Year

Teacher Applicant Name: _____

Teacher Applicant Name: _____

Date: _____ School: _____ Grade Level: _____

In applying for Job Sharing, please be specific and speak to each area under each heading as indicated below. (use additional pages, if needed) CBA Section 5.11: Job Sharing

1. Teacher compatibility in such areas as:
 - personal traits
 - educational philosophy
 - areas of effectiveness
 - experience
 - discipline expectations
2. Please describe how many tasks will be divided, how subjects will be taught, and the proposed work schedule.
3. How will instructional planning responsibilities be shared?
4. How will you engage with grade-level/collaborative teams?
5. Please describe how the following will be handled. (additional time shall not be green-sheeted)
 - a. In-service professional development (e.g. Required ELA Training)
 - b. Professional Growth Fridays
 - c. Report cards/grading
 - d. Assessment/Testing
 - e. Staff meetings
 - f. First day of school
 - g. Last day of school
 - h. Preparation for opening and closing of room/school
 - i. Parent/student orientation
 - j. Open house
 - k. Curriculum night
 - l. Parent/teacher conferences
 - m. Parent/Grandparent visitation days
 - n. Field trips
 - o. Evening programs

6. How will you ensure consistent classroom management and student discipline? List specific procedures.
7. How will you ensure consistent and timely communication in the following areas?
- a. With parents
 - b. With each other
 - c. With principal
 - d. With other teachers/team/support staff/specialists
 - e. With parents regarding the job share plan

Teacher Applicant Signature: _____

Teacher Applicant Signature: _____

Principal - I have considered this request for job sharing and discussed it with the applicants.

I am recommending: ☐ approval ☐ disapproval of the request

I approve and have attached an annual work schedule. ☐ attached work schedule

Comments: _____

Principal's Signature: _____ Date: _____

Executive Director of Human Services Approval: _____ Date: _____

Copy to Employee Files ☐ date: _____