

**Collective Bargaining Agreement**  
**between**  
**Snoqualmie Valley School District No. 410**  
**and**  
**Snoqualmie Education Association**

**2005 - 2008**

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## PREAMBLE

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

Unless the context in which they are used clearly indicates otherwise, words used in this Agreement denoting gender include both masculine and feminine.

## PART I RECOGNITION AND RIGHTS

### ARTICLE 1 - EXCLUSIVE RECOGNITION

**Representation** -- The Board recognizes the Association as the sole and exclusive negotiating representative for all certificated personnel employed by the Board for the purpose of exercising all rights accorded certificated employee organizations by the Public Employees Relations Act.

**Definition** -- When used hereinafter, the term "certificated employee" shall refer to each employee represented by the Association. Certificated employee means any employee holding a valid teaching or similar certificate of the State and who is employed by the District.

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

### ARTICLE 2 - ASSOCIATION MEMBERSHIP

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

### ARTICLE 3 - ASSOCIATION DUES AND DEDUCTIONS

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

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

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

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

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

deductions as provided in Section 1 above. The District agrees to remit to the Association each month a list of teachers on behalf of whom representation fee deductions have been made.

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

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

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

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

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

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

#### ARTICLE 4 - ASSOCIATION RIGHTS

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

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

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

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

4.5 The Board shall make available to the Association information concerning the financial resources of the District, including but not limited to: annual financial reports and audits,

agendas and minutes of all Board meetings, student enrollment and membership data, names and addresses of all certificated employees, and such other information as will assist the Association in developing accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

4.6 The Association and its representatives shall have access to all employees at times approved by the respective building principal or his designee.

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

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

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

#### ARTICLE 5- EMPLOYEE RIGHTS

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

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

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

5.4 **Due Process** -- No employee shall be disciplined without just and sufficient cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing.

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

Any discipline action taken shall be appropriate to the behavior which precipitates said action.

## ARTICLE 6 - INSTRUCTIONAL FREEDOM

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

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

## ARTICLE 7-PERSONNEL FILES

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

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

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

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

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

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

## ARTICLE 8 - ADMINISTRATIVE RESPONSIBILITY AND AUTHORITY

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

## PART II - GENERAL CONDITIONS

### ARTICLE 9 - INDIVIDUAL CONTRACTS

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

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

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

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

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

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

### ARTICLE 10 - WORK DAY

10.1 The employee workday shall be as determined by the District. It is the intent of the District that the workday be seven and one-half (7 1/2) hours for all District employees. The workday shall include a thirty (30) minute duty-free lunch for each staff member. However, should the needs of the District, as determined by the Superintendent, related to, but not limited to, transportation, recesses, lunch periods, instruction, or preparation periods, require a longer working day, the employee's workday may be lengthened, at the discretion of the Superintendent, to accommodate such additional required time, but in no event shall the workday exceed seven and three-quarter (7 3/4) hours, except for District or individual building meetings as convened by the Superintendent or building principal as provided in Article 9 above.

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

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

10.2 **Two Rivers Alternative School** - The length of the workday at Two Rivers Alternative School is an exception to this provision.

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

#### ARTICLE 11 - ASSIGNMENT, TRANSFER, AND VACANCIES

##### A. Employee Assignment

1. Employees shall be assigned by the Superintendent in accordance with regulations and laws of the State of Washington, State Board of Education, the administrative procedures of the District, and the District Affirmative Action Plan.

2. All employees presently employed will be given written notice of their specific assignments, and room assignments for the forthcoming year not later than July, subject however to changes by the Superintendent subsequent to such written notice made necessary by changing needs of the District as identified by the Superintendent.

##### B. Vacancies, Voluntary Transfers and Reassignments

1. The Superintendent or his designee shall post in all school buildings a notice of any vacancies as they occur during the school year. Employees who desire to fill such vacancies shall file a written statement of such intent with the Superintendent within fifteen (15) calendar days of such notification. Such statement will include all information concerning the teacher's qualifications of the position applied for.

2. In order to provide employees an opportunity to be considered for filling vacancies occurring during the summer recess, employees interested in such considerations shall, prior to the conclusion of the school year, advise their building principal in writing through District Administrative procedures, of their preferences for filling vacancies should they occur. The employee's request should specify grade level/ subject area, and building.

If a vacancy occurs during the summer break, employees who have specifically requested such position will be contacted in writing when the vacancy occurs indicating that the employee was considered for that position.

3. The Superintendent shall, based on his determination of the needs of the District, make all decisions concerning assignments to fill vacancies or effect transfers and reassignments. In filling vacancies, the Superintendent shall consider the qualifications and then the preferences of every volunteer for such positions, but his decision shall be in his discretion and shall not be subject to grievance or arbitration.

4. When a request for a voluntary transfer has been denied, the teacher affected may request a written explanation of the reasons for such denial from the Superintendent. Such request, if denied, shall be satisfied by an oral explanation given to the employee in the presence of a third person acceptable to both sides.

C. Involuntary Transfers and Reassignments

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

ARTICLE 12- JOB SHARING

- 12.1 Definition: Job sharing shall refer to two (2) teachers sharing one (1) full-time position or to one (1) teacher filling a part-time position while also being on part-time annual leave for the balance of a full-time contract.
- 12.2 At the discretion of the District, job sharing may be offered for up to one (1) year.
- 12.3 Job sharing will be reviewed each year for renewal.
- 12.4 Job sharing is voluntary.
- 12.5 Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:
  - A. Offer full-time employment to remaining job share employee for the remainder of the school year, or.
  - B. Seek compatible replacement, with remaining employee working full-time until replacement is found, or
  - C. Other District-determined solution.
- 12.6 Job share employees will qualify for salary advancements, experience credits, sick leave and insurance benefits on a pro-rata basis.

## ARTICLE 13 - CALENDAR

The 2005-2006 calendar shall be attached hereto (Appendix B). Prior to April 1 of each year, the District and Association shall meet for the purpose of developing a mutually acceptable calendar for the succeeding school year. If no mutually acceptable calendar is forthcoming by that date, the District shall establish the school calendar. The establishment of the calendar shall not supersede negotiations regarding the provisions of Article 25 Work Year.

## ARTICLE 14 - EMPLOYEE FACILITIES

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

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

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

## ARTICLE 15 - TRANSPORTATION OF STUDENTS

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

## ARTICLE 16 - AUXILLARY PERSONNEL

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

## ARTICLE 17 - STUDENT TEACHERS AND INTERNS

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

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

The District intends to maintain the mentor teacher program dependent on continued state funding of that program.

## ARTICLE 18- PARTICIPATION IN STUDY/ADVISORY COUNCIL

Members of the teaching profession are particularly qualified to advise and provide resource data in the development of policies and programs related to the field of education. District appointed committees shall include representatives of the Association when, in the opinion of the Superintendent, the objectives of the committee indicate that such representation is desirable and appropriate.

## ARTICLE 19 - BUILDING-BASED DECISION MAKING

There shall be established in each school building a budget advisory committee. The budget committee may recommend priorities and allocations within the building budget, including, but not limited to, all local, state and federal monies for purchasing instructional supplies, materials and equipment, developing curriculum and implementing programs.

## ARTICLE 19A—TECHNOLOGY COMMITTEE

The District and Association will appoint a Technology Committee to develop procedures, guidelines, and expectations for staff members' use of e-mail and voice mail.

## PART III - SALARY MATTERS AND INSURANCE

### ARTICLE 20 - SALARIES

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

20.2 **Certificated Salary Schedule:** Washington State Legislative Certificated Salary Allocation Schedule. See Appendix A.

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

20.4 Salaries may be reopened by the Association for negotiations in either of the following events: (1) The Legislature repeals the present salary limitation laws as applied to the District; or (2) The present salary limitation laws are voided as applied to the District by a final and binding court order.

20.5 **Responsibility Salary Schedules (See Section 23.3):** The 2005-06, 2006-07, and the 2007-08 Responsibility Salary Schedules are contained in Appendices C1, C2, and C3

20.5 **Other Deductions:** The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for insurance plans or programs jointly approved by the Association and the Board.

## ARTICLE 21 – INSURANCE BENEFITS

### 21.1 Insurance Allocation

1. During the life of this Agreement, the District and the Association agree to "pool" insurance benefits using a "traditional" pooling scheme (i.e., distributing unused District benefit contributions back to the employees who can use the funds to pay the cost of unfunded medical premiums.)

2. The District maximum total benefit contribution for all employees for each year shall be the state funded amount times the total employee FTE as hired on October 1.

The District shall determine the total amount of District contributions made to all employees during the months prior to the implementation of the pooling scheme. This amount shall be subtracted from the total to be distributed as determined in paragraph two (2). The balance remaining shall be distributed during the remainder of the year.

3. Benefits shall be paid to employees as follows. The FTE of an employee shall be determined. The resulting FTE value shall be multiplied times the state funded amount to determine the basic amount to which an employee is entitled. From this amount shall be deducted the cost of the Health Care Authority retiree subsidy, Dental, Vision, Long Term Disability and Life Insurance plans, in which total employee group participation is required. Any funds remaining after the payment of the premiums for these plans shall be applied to the cost of the medical insurance premium required for the medical coverage requested by the employee.

4. The District and the Association recognize that in past years a similar distribution plan has left a pool of benefit dollars available for distribution. The District and the Association agree that this unused portion (as determined in paragraph three (3) above) shall be distributed as additional benefit payments during the school year, on a pro-rata FTE basis, to those employees who have under funded medical premiums.

5. As a contingency, the District and the Association agree that \$7,500 shall be withheld annually from the pool supplement as provided in #8 below to allow current employees to add new dependents to their medical and dental plans during the school year or to join a medical plan during the school year. Said annually withheld funds shall be known as the "insurance pool set aside fund". Any portion of the \$7,500 "insurance pool set aside fund" that remains unexpended at the end of the school year shall be added to the "insurance pool set aside fund" the following school year.

At the request of either party to this Agreement, the parties will meet to review the use of the "insurance pool set aside fund" and, if necessary, adjust said fund prior to the insurance enrollment period in any year of this agreement.

6. New hires after the end of the annual enrollment period shall be allowed a District contribution for medical benefits that is equal to their FTE times the state funded amount.

7. In the event that insurance benefits distributed under this plan are determined by the Office of the Superintendent of Public Instruction to be above the level allowed by

law, the District reserves the right to make equitable adjustments in order to ensure compliance with the law.

8. For each year of this agreement, the District will ~~contribute \$30,000 to~~ supplement the annual pool of benefit dollars described in paragraph 4 above:

For 2005-2006, the pool will be supplemented in the amount of \$96,000

For 2006-2007, the pool will be supplemented in the amount of \$128,000

For 2007-2008, the pool will be supplemented in the amount of \$160,000

9. When both husband and wife are certificated employees represented by the Snoqualmie Education Association, their combined pre-pooled insurance contributions may be applied to a joint insurance coverage, rather than to separate coverage carried by each individual, to the extent agreed upon by the employees and the District, and to the extent allowed by the insurance companies. Benefit contributions shall not be allowed to provide double coverage within District medical programs for employees and dependents.

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

21.3 **COBRA Plan** - Employees who retire or otherwise sever employment with the District may continue group medical, dental and vision insurance through the District for eighteen (18) months following severance or age 65, whichever comes first provided such benefit is consistent with COBRA regulations.

21.4 **Tax Sheltered Annuities and 403-b (7) Plans** - Employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

21.5 **District Benefits Committee** - The SEA will have a representative on the District Benefits Committee. SEA representatives will be paid by the SEA. The committee's purpose is to review the insurance programs offered and to act as advisors to the Director of Business Services in matters pertaining to insurance.

## ARTICLE 22-STAFF PROTECTION

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

### Employee Coverage Under the District's Insurance Policy

There are four coverages as follows:

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

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

2. An employee's liability: This covers an employee for bodily injury and property damage liability to the limit of \$500,000/\$500,000 arising out of employment activities.

3. An employee's personal property is covered for the Section I policy coverages (fire & lightning, windstorm & hail, explosion, sonic boom, vandalism & malicious mischief, riot & civil commotion, aircraft & vehicles, smoke removal and sprinkler leakage) an excess insurance over any other insurance applicable (such as private coverage under a homeowner's policy, etc.) up to \$500 for each teacher.

4. A school employee's personal property is covered up to \$500, on an "all risk" basis if the school is legally obligated for loss or damage while such employee is engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. The wording of this insurance agreement indicates that there would have to be an emergency situation involving students, parents, rioters or vandals to qualify the availability of this coverage.

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

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

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

## ARTICLE 23 – WORK YEAR

### Section 23.1 Basic Work Year

The length of the regular employee contract shall be one hundred eighty-two (182) days in total including two (2) Learning Improvement Days, such days as designated according to the adopted applicable school calendar. If state funding for said Learning Improvement Days is eliminated or reduced, said days will be eliminated or reduced according to the funding.

### Section 23.2 Additional Days of Work

In addition to the Basic Work Year, each regular employee will be paid for four (4) days of work each year in addition to the one hundred and eighty-two (182) day work year provided in Section 23.1 Basic Work Year. Said additional four (4) workdays will be paid at the employee's per diem for each day worked and verified in accordance with District procedures. The four (4) additional workdays will be set forth on the school calendar. Extra workdays are not accumulated from year to year. Extra work days will be

- 2.0 District directed days:
  - 1.0 District directed day (before school “kick-off” day); and
  - 1.0 District directed staff-development day. In the event the Washington State Legislature restores funding for an additional Learning Improvement Day above the current 2 LIDs during the term of this Agreement, the District’s obligation to fund this District-directed day is voided.
- 2 mandatory days (before and after school year “set up” and “take down” days on which other staff responsibilities will not be scheduled.

Section 23.3 Responsibility Compensation

In addition to compensation for the basic work year (Section 23.1 herein) and additional days of work (Section 23.2 herein), employees will be compensated for professional responsibilities worked outside of the basic work year and additional days of work. Compensation shall be paid in accordance with the responsibility salary schedules contained in this Agreement. (See Appendix C<sub>1</sub>, Appendix C<sub>2</sub>, and Appendix C<sub>3</sub>). These additional professional responsibilities include, but are not limited to, the following:

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

Section 23.4 Supplemental Contract

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

Section 23.5 Verification

Verification of completion of the four (4) days of work and the professional responsibilities is required on a District form. Said form is to be completed by the employee and turned into the employee’s immediate supervisor no later than June 30 of each year. Failure to turn in a completed form as required will result in a reduction in compensation.

Section 23.6 Special Education Teaching Staff

Classroom Special Education Teaching Staff: Elementary classroom special education teaching staff will have release time equivalent to two (2) work days for the purpose of developing IEPs, student records and necessary record keeping. Secondary classroom special education teaching staff will have release time equivalent to three (3) work days for the purpose of developing IEPs, student records and necessary record keeping.

ARTICLE 24- STIPENDS

Section 1 - Department Chairs

Department Chairs will be paid as follows:

<u>Department</u>	<u>No of sections</u> <u>1 per year = 1 section</u>
English	31 + 1 Drama
Social Studies	23 1/2 + 5 Art + 5 Music
Math	27
Science	19
PE/Health	27
Foreign Language	15
Special Education	12.5
Non-Voc (Industrial Arts/Business)	14.5
Fine/Applied Arts	11

Stipend schedule based on number of sections represented:

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

Section 2- Professional Rate

Each employee required to perform extra work will be compensated at the rate of \$25.00 per hour.

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

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

Section 3: Moving Transfer Pay

Employees will be compensated for eight (8) hours of time at the professional rate for an administratively required transfer within a building.

Section 4: Pay for Open House:

Each year, the District will compensate employees for three (3) hours at the Professional Rate for employees attendance at scheduled Open House.

**PART IV - LEAVES**

**Leave Summary:**

Sick Leave = 12 days (see Article 27)

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

Personal Leaves (see Article 30)

Non-Discretionary = 5 days total

- a. Bereavement
- b. Family Illness

Discretionary Personal Leave

- a. 2 days

Other Leaves = Number varies by Circumstance

- a. Association Leave = 12 or 20 days
- b. Leave of Absence

**ARTICLE 25 - SICK LEAVE**

1. At the beginning of each school year, each employee shall be credited with advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability, including three (3) days for personal emergencies as referenced in subsection seven (7) herein. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
2. The Superintendent or his designee may at any time request from any certificated employee written verification of the employee's illness.
3. Absence due to injury incurred in the course of the employee's employment shall be charged against sick leave to the extent not covered by work man's compensation and shall be paid in accordance with Article 27, Work Man's Compensation.
4. The District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days. Eight (8) hours equals one (1) sick leave day.
5. An employee who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Board. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his personal physician.

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

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

1. The problem must have been suddenly precipitated and/or must be of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.

2. Personal leave shall not be used for recreational or avocational absence.

3. Weather conditions for travel to and from school shall not be considered as a valid reason for an emergency leave.

4. It is recognized and agreed the Superintendent has the additional sole discretion to grant emergency leaves for other compelling personal reasons but which do not conform to the above definition, provided that such affirmative decisions shall not be involved thereafter as precedent in any forum or in connection with any other matter.

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

1. The employee must call the central office to arrange for a substitute during his/her absence from work as a result of the emergency.

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

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

#### ARTICLE 26 - SICK LEAVE CASH OUT

A. In January any employee who at the end of the immediate previous calendar year shall have accumulated in excess of 60 days of unused sick leave may elect to convert unused sick leave earned, but unused the previous year in excess of 60 days to monetary compensation at the rate of 25 percent of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the District's Business Office during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable laws.

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

## ARTICLE 27 - PERSONAL LEAVES

### **Leave Summary**

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

### **1. Non Discretionary Personal Leaves**

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

A. Bereavement occasioned by the death of father, mother, parent-substitute, brother, sister, spouse, children, dependent relative residing in the household of the employee, parent of spouse or grandparents. Non-discretionary bereavement leave up to five (5) days shall be granted. Employees involved in a close relationship with others outside the immediate family may be granted leave in the event of a death with approval and the number of days taken being at the discretion of the Superintendent or his/her designee.

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

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

### **2. Discretionary Personal Leave**

Employees may use two (2) days of discretionary personal leave days with pay during a contract year. Personal leave is not accumulative.

Personal leave is not available

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

A request for personal leave must be made no less than forty-eight (48) hours before the day of leave. No more than 10% of a building staff will be granted personal leave on any one day.

#### ARTICLE 28 - JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

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

#### ARTICLE 29 - LEAVE OF ABSENCE

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

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

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

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

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

Insurance eligibility and benefits may be continued at the employee's option and at the employee's expense where permitted by insurance company agreements and consistent with provisions of COBRA.

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

## ARTICLE 30- CHILDREARING LEAVE

The District and Association feel that the continuity of classroom instruction is a significant factor in contributing to good student learning experiences. Interruption of that continuity should therefore be minimized. Thus, any request for a leave of absence beyond that provided for maternity for the purpose of childrearing is of significant concern. However, the particular circumstances may necessitate or be enhanced by such additional periods of time that a parent may be with the new born or newly adopted child.

The District will therefore allow, in number not to exceed five percent of the Certificated employees, childrearing leave in accordance with the following, provided a suitable substitute is available; if the District is unable to find a suitable substitute, it shall be the duty of the District to demonstrate to the applicant and the Association that reasonable efforts have been made to obtain a suitable substitute:

1. The purpose of childrearing leave is to allow one (1) working parent non-paid leave to attend to the needs of a new born or newly adopted child.
2. The employee requesting leave for any period during the first semester of any school year shall advise the Superintendent in writing of such intent at the time of returning to the District his/her executed Employment Contract for that school year or in extenuating circumstances, no later than thirty (30) days prior to taking the related maternity leave, or, in the case of adoption, no later than thirty (30) days prior to the childrearing leave.
3. The employee requesting leave during the second semester of any school year shall advise the Superintendent in writing of such intent not later than December 15 of that school year or in extenuating circumstances, no later than thirty (30) days prior to taking the related maternity leave or, in the case of adoption, no later than thirty (30) days prior to the childrearing leave.
4. In the event that childrearing leave is used, the employee may use such leave for the remainder of that school year at which time such leave shall terminate; except that, such employee may return to his/her prior employment assignment at an earlier time mutually acceptable with the Superintendent. Further, an employee may request all of the school year following the birth/adoption of the child for childrearing leave. Such extended leave may be granted at the sole discretion of the Superintendent, taking into account such factors as the effect on the classroom instructional program, the grading process, and the characteristics of the students in the affected class and subject matter, provided that the Superintendent's decisions shall be on a no-precedent basis and shall not be invoked thereafter as precedent in any forum or in connection with any other matter.
5. Said leave will in no way exempt the employee on leave from reduction consistent with the reduction of employee provisions of this Agreement.
6. Employees taking leave under this provision will be re-employed in the same or comparable position upon their return.
7. Employees on childrearing leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the year or the remainder of the year for which leave is granted, seniority, salary placement, and employee

benefits will be reinstated at the level accrued at such time as the leave was granted or at the leave agreed upon in a successor Agreement.

#### ARTICLE 31 - ASSOCIATION LEAVE (RELEASE TIME)

- A. Association President's leave may be granted with the approval of the Superintendent.
  - 1. While on leave, the president shall be entitled to the same wages and benefits as if he/she were teaching in the District, provided that the Association shall reimburse the District for said wages and benefits.
  - 2. Nothing in this Agreement will detract or negate any and all rights and privileges that would accrue to the Association president had he/she been employed on a normal full-time basis.
- B. In addition, up to eighteen (18) [or thirty (30)] days of leave shall be available each school year to the Association provided such leave is requested in writing at least five (5) days prior to the requested leave and provided such leave is of benefit to the District and its professional staff. In the event an SEA member is elected or appointed to a position with NEA or WEA, an additional twelve (12) days of Association leave shall be available.
- C. The Association shall reimburse the District for the cost of a substitute if such is required and employed.

#### ARTICLE 32 - PROFESSIONAL LEAVE

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

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

### **PART V - INSTRUCTIONAL MATTERS**

#### ARTICLE 33 - STUDENT DISCIPLINE

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

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

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. To this end, impacted employees shall be immediately informed of

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

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

#### ARTICLE 34 - PLANNING TIME

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

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

To provide additional elementary planning time, the District will budget each year \$37,500. Such amount will be allocated to the elementary buildings based on the October 1 FTE count of full time elementary employees including special education teachers directly involved in classroom instruction. The specific use of these funds for planning time will be determined by those elementary certificated employees directly involved in full-time classroom instruction, including special education teachers, in conjunction with the building administrator(s).

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

35.1 Covering Classes - Secondary teachers who lose a preparation period because of an administrative request will be reimbursed at \$25.00 hourly.

#### ARTICLE 35 - CLASSROOM VISITATION

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

#### ARTICLE 36 - CLASS SIZE

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

The Association will establish a District-wide advisory committee to assist the District in the use and allocation of aide time for classroom overloads. The committee will establish criteria for determining when an aide will be offered to a teacher. That criteria should take into account not only class numbers but also composition of the class, i.e. special services students. The committee will report to the Board.

The committee will receive monthly reports on class size and the unexpected overload aide fund.

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

### **ARTICLE 37 - STATUS OF THE AGREEMENT**

This Agreement shall become effective when ratified by the Board and the Association and signed by authorized representatives thereof. The language of this Agreement shall supersede language in any written rules, regulations, policies, or resolutions of the District which is contrary to or inconsistent with its terms.

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

### **ARTICLE 38 - AGREEMENT ADMINISTRATION**

Association representative(s) shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

### **ARTICLE 39 - CONFORMITY TO LAW**

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

### **ARTICLE 40 - DISTRIBUTION OF AGREEMENT**

The District and the Association will equally share in the cost of producing sufficient copies of this Agreement. The Association will distribute copies of this Agreement to each employee.

### **ARTICLE 41 - NO STRIKE, NO LOCKOUT**

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

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

### **ARTICLE 42- DURATION**

The Agreement shall be effective on September 1, 2005, and shall continue through August 31, 2008, at which time all the provisions shall expire.

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

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

\_\_\_\_\_  
President, Snoqualmie Education Association

\_\_\_\_\_  
President, Snoqualmie Valley School District No. 410 Board of Directors

## **PART VII - GRIEVANCE PROCEDURE**

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

### **Section I - Contractual Grievances**

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

#### **STEP I: Oral discussion--Informal Procedure**

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

#### **STEP II Formal Procedure--Written Notification**

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

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

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

#### **STEP III Appeal Process**

If no settlement has been reached within the five (5) days referred to in Step I and the grievant believes the grievance to be valid, the grievant may submit a written statement of his/her

grievance to the District's Superintendent or his/her designee within five (5) days. After such submission, the parties will have ten (10) days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished the grievant.

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

#### STEP IV Binding Arbitration

If no settlement is reached in Step III within the specified or agreed time limit, the Association may in writing, within five (5) days thereafter, request that the matter be submitted to an arbiter for prompt hearing as hereinafter provided:

1. Written notice of a request for arbitration shall be made to the Superintendent within five (5) days of receipt of the decision at Step III.
2. The issue must involve the interpretation or meaning of the express provisions of the Agreement.
3. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph 4, below, shall apply to the selection of an arbiter.
4. In the event an arbiter is not agreed upon as provided in paragraph 3 above, the parties shall jointly request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.
5. Arbitration proceedings shall be in accordance with the following:
  - a. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the closure of the record.
  - b. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration. The decision shall be final and binding on both parties.
  - c. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.

- d. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confirmed to and directed at the matters set forth in the grievance.
  - e. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
  - f. The District and the Association shall, by mutual consent, fix the amount of compensation to be paid for the services of the arbiter. The Association and the District shall pay the compensation of the arbiter, including necessary expenses in equal shares.
  - g. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
6. All decisions arrived at under the provisions of this Article by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
7. The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.
8. Notwithstanding the above provisions, disputes relating to the following shall not be subject to the provisions of this Article:
- a. Statutory adverse effect in contract status.
  - b. Probation, nonrenewal, and discharge (including suspensions which lead to discharge).
  - c. Evaluator's findings and opinion as expressed in the evaluation process.
9. Notwithstanding the above provisions, disputes relating to the following shall not be subject to the arbitration provisions of this Section I.
- a. Superintendent's denial of requests for voluntary transfers.
  - b. Superintendent's decisions on involuntary transfers.
  - c. Superintendent's denial of leave requests for family illness, bereavement purposes where other than a family member, and childrearing leave was expressly defined, is involved.

- d. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.

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

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

**Step 1:** A certificated individual with an alleged grievance and/or a selected representative shall discuss it first with the employee's immediate supervisor.

**Step 2:** In the event the aggrieved person is not satisfied with the disposition of the alleged grievance at Step 1, or in the event no decision is reached within five days after the presentation of the alleged grievance, he/she shall refer his/her alleged grievance to the Superintendent of Schools. When the matter has been referred to the Superintendent, the Superintendent and the employee and/or selected representatives (such number of representatives as determined reasonable by the Superintendent) shall resolve the alleged grievance within twenty days from the time that the Superintendent has been contacted by the certificated employee and/or a selected representative.

**Step 3:** In the event the person bringing the alleged grievance is not satisfied at Step 2, he/she may request his/her selected representative to arrange a meeting with the Board of Directors for the purpose of resolving the alleged grievance. The Board of Directors shall, within fifteen (15) days of the receipt of the request, confer with the individual and/or selected representatives, (such number of representatives as determined reasonable by the Board) to hear the individual's alleged grievance and attempt to reach a satisfactory solution. The Board's decision concerning the alleged grievance shall be final and binding upon the certificated individual unless the Board's decision is reversed by a court decision.

## **Section 2 - Grievance Procedure**

There shall be no reprisals of any kind by any party or parties against any other party or parties for reason of their participation in the grievance procedures as found in Section 1 and 2, nor shall the filing of or participation in any grievance be used against the grievant in any disciplinary proceeding or in any consideration for promotion or recommendation for job placement.

## **PART VIII BOARD ASSOCIATION RELATIONS**

The Board of Directors of the Snoqualmie Valley School District No. 410 and the Snoqualmie Education Association agree as follows:

1. The Association representative shall meet monthly with the Superintendent to confer and discuss matters of mutual concern. The purpose of this meeting is to communicate the professional judgment of the certified staff prior to the final adoption by the Board in relation to, but not limited to, policies, curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries, and salary schedules and non-instructional duties.

2. The monthly meeting of the Superintendent and Association representative shall be held at a mutually agreed time prior to the monthly Board Meeting.

3. In the event the Association, the Board or the Superintendent desire to have a further meeting, other than the meeting provided in Paragraph 1, it may be called upon the written request by the Association representative, the Board, or Superintendent; and such written request shall include specific statements as to the reason for the meeting.

Any matter not satisfactorily resolved at the meeting of the Association representative and the Superintendent, or any matter requiring board action shall be subject to consultation between a designated committee of the Board, the Superintendent and the Association representative.

4. Any request from the Association for a meeting between the Association and the Board, including the Superintendent, shall be made in writing to the President of the Board. Any request for the Board for meetings between the Board and the Association, including the Superintendent, shall be made in writing to the president of the Association. Both parties agree that the meetings shall then be arranged within fifteen (15) days of the date of the request at a mutually agreed time and place.

5. The Association representatives, the Superintendent, and the designated committee of the Board shall act, insofar as possible, as a committee as a whole, studying the various items of mutual concern.

6. All parties shall agree to a system for providing minutes of each negotiation session. Minutes shall be available to all parties.

7. If the Association representative and the Superintendent, or if the Association representatives and a designated committee of the Board reach an impasse, it shall be so stated in writing. The statement is to make clear the point or points on which the impasse is based. If the above groups reach an agreement and such agreement is not approved by the Board of Directors of the Snoqualmie Valley School District No. 410, or by the Snoqualmie Education Association, the disagreeing party is to notify the other party, in writing, of the disapproval. Either party may, after five (5) calendar days and within ten (10) calendar days thereafter, request the office of the State Superintendent of Public Instruction by registered mail, and with a copy of the letter mailed to the other party, to appoint a special committee to assist and advise in the resolution of the differences. Said committees shall make a written report with recommendations to both parties within fifteen (15) days of receipt of the request for assistance. Any recommendations of the committee shall be advisory only and not binding upon the Board of Directors or the Association. Any expensed incurred by the special committee shall be shared equally by the parties to this Agreement.

8. Both the Board and the Association shall have the rights to utilize the services of consultants in any deliberations.

## **PART IX - REDUCTION IN PERSONNEL**

### 1. Certificated Staff Reduction

- a. In the event that it is necessary to reduce the number of certificated positions for financial reasons, those teachers and other non-supervisory certificated employees (collectively "certificated employees" herein) who will be retained to implement the District's reduced program and those certificated employees who will be terminated from employment or adversely affected in contract status will be identified by using the procedures set forth in paragraph 1.b. through 1.j. hereof.
- b. The District will determine as accurately as possible, the total number of certificated staff known as of May 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
- c. Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention. Those employees not holding a standard K-12 certificate must hold the appropriate endorsements which may be required for the positions under consideration as a prerequisite for a retention.
- d. Credits applicable for placement on the salary schedule must be earned prior to September 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District with such documentation on or before October 1.
- e. The following employment categories are established to ensure the qualifications of personnel assigned to retained positions:
  1. Elementary teachers, except those listed in paragraph 1.e (3) hereof, will be considered for retention in one category (P-5).
  2. Secondary teachers (6-12) will be considered for retention by teaching categories including, but not limited to, the following:
    - (a) Art
    - (b) Business Education (non-vocational classes)
    - (c) Language Arts
    - (d) Foreign Language (by each individual language)
    - (e) Health and Physical Education
    - (f) Home Economics (non-vocational education classes)
    - (g) Industrial Arts (non-vocational education classes)
    - (h) Mathematics
    - (i) Music
    - (j) Language Arts/Social Studies Block
    - (k) Science
    - (l) Social Studies

- (m) Traffic Safety/Classroom
- (n) Vocational Education (by field of specialty)
- (o) Driver Education

3. Other certificated staff members will be considered for retention in the following employment categories, including but not limited to:

- (a) Counselor (secondary)
- (b) Elementary Music
- (c) Elementary Physical Education Specialist
- (d) Elementary Remedial Specialist
- (e) Elementary Special Education
- (f) Librarian
- (g) Occupational Therapist
- (h) Psychologist
- (i) Secondary Remedial Specialist
- (j) Secondary Special Education
- (k) Speech Therapist
- (l) School Health Specialist

f. Certificated employees shall be considered for retention in available positions in the District's reduced program within those employment categories for which they are qualified, but in no event shall any employee be considered for retention in more than four (4) categories or combinations thereof. To be considered for retention within any employment category an employee must have the following minimum qualifications:

1. Have a minimum of 1.0 FTE cumulative experience in that category within the previous five (5) years including the current year, or
2. Have at least a recognized minor or 20 quarter hours in that category and at least 0.2 FTE cumulative experience within the previous seven (7) years, including the current year, or
3. Have at least a recognized major or 45 quarter hours in that category and at least 1.0 FTE cumulative experience within the previous twelve (12) years, including the current year.

In order to be eligible to be considered for retention in any category, an employee must designate his/her eligibility for such categories within five (5) working days after any request for such information shall be considered for retention in a position for higher rank than the position held by such employees at the time of implementation of these procedures. The District's salary structure at the time of implementation of these procedures shall determine whether a position is "of higher rank" than the position currently held by the employee. Designations of eligibility in any category may be subject to verification by the Superintendent or his/her designee.

g. In the event that there are more qualified employees than available positions within a given employment category, within the reduced educational program, employees with the greater earned teaching experience (in Washington State as credited by the Washington State Teachers' Retirement System), shall have preference for retention.

1. In the event ties exist, the employee who is teaching in the category during the current year shall be retained.
  2. In the event ties still exist, the employee with the greater total seniority within the school District as determined by official Board action in employment shall be retained.
  3. In the event that ties still exist, the employee(s) in the highest column of the salary schedule shall have preference.
  4. In the event that ties still exist, the employee(s) having the highest number of college or university credits beyond the B.A. degree as recorded in the office of the Superintendent in accordance with paragraph 1.d above shall have preference.
- h. In the event that the Superintendent determines that the implementation of these procedures may be necessary, he/she shall cause the following action to be taken:
1. On or before April 15 each certificated employee shall be requested to designate qualifications in employment categories as provided in paragraph 1.f above.
  2. On or before May 1 a list shall be prepared for each employment category identified in paragraph 1.e above which list shall name each employee qualified to be considered for retention in such category in the descending order of priority as determined by the selection rules set forth in paragraph 1.g above.
  3. Employee lists prepared in accordance with paragraph 1.h (2) above shall be delivered to the Association and posted at each school on or before May 1.
  4. Within five (5) calendar days immediately following the promulgation of the employee lists, any certificated employee may file with the Superintendent a written objection to his/her placement on the employee lists. Any such objection shall fully describe the facts upon which the objection is based and shall specify the modification sought. The Superintendent shall advise each employee in writing of the disposition of the request for modification within ten (10) calendar days immediately following the initial promulgation of the employee lists. The president of the Association shall be notified, in writing, of any change in the employee lists.
- i. Each certificated employee shall first be considered for retention within the employment category appropriate to his/her current position. If the employee is not eligible to be retained in such category in accordance with the qualification criteria set forth in paragraph 1.f above, the employee shall then be considered for retention within such other categories as he/she may be qualified under paragraph 1.f above.

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

## 2. Reassignment of Adversely Affected Staff

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

### 3. Certificated Staff Re-Employment

- a. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool with priority rights for re-employment for the following year.
- b. Employment pool personnel will be given the opportunity to fill open positions within the categories identified in paragraph 1.e for which they are qualified under 1.f.
- c. If more than one such employee is qualified for an open position, the criteria set forth in paragraph 1.g shall be applied to determine who shall be offered such position.
- d. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his/her designee in writing between January 1 and January 31 if such employee wishes to remain in the employment pool for the balance of the one-year period. If such notification is not received, the name of any such employee shall be dropped from the employment pool.
- e. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the School District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the written offer to accept the position. If an individual fails to accept a full time position offered, such individual's name will be placed at the lowest position on the categorical seniority list.

If notification is for a fractional (part time) position, any individual may refuse such an offer once without being dropped to the lowest position on the categorical seniority list.

- f. The District will utilize employment pool personnel as substitutes on a first priority basis.

4. It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one or more of the employment categories identified in paragraph 2.e above.

5. Notwithstanding any other provision of this Agreement, an employee who feels aggrieved by action of the District in adversely affecting or nonrenewing said employee's contract by reason of staff reduction for financial reasons may seek review of the District's action in accordance with RCW 28A.405.210. Any such claim, by this reference, is specifically excluded from grievance under this Agreement.

## **PART X - CERTIFICATED STAFF EVALUATION**

### **I. General:**

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

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

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

### **DEFINITIONS**

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

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

### **II. EVALUATION: ACCOUNTABILITY STRAND**

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

A. **Responsibility for Evaluation:** Within each school, the principal shall be responsible for the evaluation of employees assigned to that school, unless otherwise designated by the Superintendent. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process.

B. **Evaluation Criteria:** Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the addendum attached hereto as Exhibit A. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position.

C. **Required Evaluations:**

1. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than the last school day of the year in which the evaluation takes place.
3. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

D. Additional Evaluations: In addition to the evaluations required under paragraph 2.c above, principals and other supervisors may make an evaluation at any time during the school year, which evaluations may cover observations for such periods of time as may be identified in the evaluation report.

E. Minimum Observation Criteria: During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school shall be not less than sixty (60) minutes including at least thirty (30) minutes uninterrupted observation. New employees shall be observed at least once for a total observation time of thirty (30) minutes in connection with their evaluation under paragraph 2.c (1) above. All employees shall be observed a minimum of thirty (30) minutes during the first semester of each school year. Each employee shall have at least one formal observation during the school year.

F. Evaluation Procedures:

1. An evaluation may be based on both formal and informal observations. An informal observation may occur at any time. A formal observation shall consist of three (3) steps: the first step is for the principal or other evaluator to, after consultation with the employee, establish an observation time which shall be no sooner than two (2) school days following the day of consultation, with a pre-conference, if desired; the second step is to consist of the actual class visit; the third step is the follow-up conference after the class visitation as soon as practical, preferably the same day.
2. "Following each observation, should concerns or recommendations for change be necessary, the principal or other evaluator shall promptly document the results and communicate such information in writing to the employee within five (5) days."
3. Following each observation, or series of observations, which shall lead to an evaluation, the principal or other evaluator shall promptly document the results. The employee shall be provided with a copy of the observation report within three (3) days after such report is prepared.

4. A written evaluation form is to be prepared in triplicate. Following the completion of each evaluation report required under paragraph 2.c above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report, after which:

a. All copies must bear the signature of the administrator and the employee to indicate that he or she has received a copy of the report. The signature of the employee, however, does not necessarily imply that the employee agrees with the contents of the evaluation.

b. The original form is to be promptly forwarded to the District Superintendent's office where it shall become a permanent part of the individual's personnel file.

c. One copy is to be retained by the building principal.

d. One copy is to be given to the employee.

5. Evaluation reports, other than those required under paragraph 2.c above, shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary.

6. In the event there is a disagreement between the employee and the principal concerning the evaluation, the employee may request a conference with the District Superintendent. The Superintendent shall record on the back of the Evaluation form a summary of his/her comments concerning the issues prompting this conference.

### **III. Probation:**

A. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before February 1st. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of paragraph 2.c (5) above;

2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

B. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the employee shall be given notice of the action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies;

2. A suggested specific and reasonable program for improvement;

3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

C. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize a mutually acceptable certificated employee to aid the employee in improving his or her areas of deficiency. The assigned person may be involved in subsequent evaluative processes.

2. During the probationary period the principal, supervisor, or other evaluator, shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph 2.f shall apply to the evaluation reports during the probationary period.

3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

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

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

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

**Evaluation: ACCOUNTABILITY STRAND--Short Form**

After an employee has four years of satisfactory evaluations under provisions of this Agreement, an evaluator may elect to use a short form of evaluation. The short form of evaluation shall

consist of either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in Exhibit A of Article VIII and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in the preceding paragraphs of Article VIII shall be followed at least once every three years for each employee and an employee or evaluator may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory under Article VIII nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.67.070.

## **Evaluation: PROFESSIONAL GROWTH STRAND**

### PROGRAM

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

### PURPOSE

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

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

### SOURCES OF INFORMATION

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

1. Peer review and evaluation,
2. Input by parents,
3. Input by students,
4. Personal and/or professional goals,

5. School district goals,
6. Building goals,
7. Self-assessment,
8. Personal academic records, and
9. School district evaluations.

#### PROGRAM RECORDS

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

## TEACHER PERFORMANCE STANDARDS

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**47      Classroom Climate**

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**48      Participation Patterns--Cultural Appropriateness**

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49 Standard XIV: The competent teacher effectively uses language to constitute positive classroom relationships by...

50 **Communication With Colleagues and Community**

50 Standard XV: The competent teacher actively communicates with colleagues, parents, and the community by...

## **TEACHER PERFORMANCE STANDARDS**

### **Area: Planning for Instruction**

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

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

### **Verification Procedures**

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

### **Data Collection Ideas**

Teacher lesson plans  
Teacher conference  
Student portfolios

### **Area: Implementation of Instruction**

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

- A. Making a clear opening statement that establishes the purpose of the lesson;
- B. Providing a context for objectives by:
  - 1. Stating a brief summary of how the main issues of previous lessons relate to the current lesson;

2. Reviewing related previous work;
  3. Describing the purpose, rationale, or relevance of what has to be learned;
- C. Providing an overview of the main concepts or performance levels that students are expected to attain;
- D. Clarifying how students are expected to participate in the learning experience.

### **Verification Procedures**

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

### **Data Collection Ideas**

Teacher conference

Lesson plans identifying supporting elements in Standard II

Activities identified that build on previous knowledge and comprehension levels

Recommended option: Audio and video taping

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

- A. Matching the purpose of the lesson with appropriate teaching and learning styles;
1. Using a variety of instructional techniques;
  2. Using dialogue to explore the student's way of understanding new concepts, (i.e., discussion and questioning strategies);
  3. Focusing on different aspects of the primary socialization process (i.e., language, historical, and cross-cultural perspective);
  4. Demonstrating sensitivity to difference among students (cultural, gender, handicap, etc.);
  5. Orchestrating student participation in a manner that makes all students feel involved;
  6. Presenting definitions, examples, illustrations, and concrete points of reference;
  7. Using aids and materials that effectively support the presentation;
  8. Emphasizing critical or important areas of the topic by explicitly stating or highlighting their importance;
  9. Summarizing or reviewing the lesson to provide continuity.

- B. Relating new ideas to previous or future learning by:
1. Relating learning to life experiences relevant to teacher and student cultural background;
  2. Demonstrating ability to discuss cross-cultural similarities and differences;
  3. Demonstrating the ability to provide learning examples congruent with students' experiential background;
- C. Demonstrating an understanding of his/her role as primary socializer in introducing new concepts to students by:
1. Using adequate vocabulary for representing conceptual complexity of issue or aspect of experience;
  2. Clarifying vocabulary being used;
  3. Using vocabulary appropriate to maturity and cultural background of students;
  4. Establishing a relationship between vocabulary and students' experience;
  5. Using appropriate metaphors in relation to differences among students (cultural, gender, handicap, etc.);
  6. Identifying taken-for-granted beliefs (unquestioned beliefs) in class discussions;
  7. Recognizing own taken-for-granted beliefs that may be different from those of students;
  8. Identifying taken-for-granted beliefs that communicate biases (gender, age, ethnic, etc.);
  9. Presenting an historical and analytical perspective of new concepts, knowledge, facts, etc.

### **Verification Procedures**

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

### **Data Collection Ideas**

Teacher conference  
Lesson plans

Selective verbatim teacher questions  
Teacher-student interaction patterns  
Verbal flow chart  
Questioning techniques  
Review of Instructional Materials  
Identified use of approved instructional materials  
Review and discussion of materials and activities to meet individual learning styles, needs, and cultural perspectives of students  
Written diagnoses of achievement levels to determine student(s) skills and knowledge  
Teacher questioning and response behavior  
Teacher use of time  
Recommended option: Audio and video taping

**STANDARD IV: The competent teacher provides guided practice by:**

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

**Verification Procedures**

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

**Data Collection Ideas**

Teacher conference  
Student classroom activities  
Lesson plans  
Teacher-student classroom movement  
Student time on task  
Teacher position chart  
Recommended option: Audio and video taping

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

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

## **Verification Procedures**

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

## **Data Collection Ideas**

Teacher conference  
Identification of in-class and/or group work  
Student classroom activities  
Lesson plans  
Selective verbatim teacher directions  
Transition time  
Individual work/group work  
Recommended option: Audio and video taping

### **STANDARD VI: The competent teacher monitors classroom instruction by:**

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

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

### **Verification Procedures**

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

### **Data Collection Ideas**

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

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

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

### **Verification Procedures**

These techniques should be used regularly in classroom instruction. The supervisor may note pertinent evidence relating to this standard during both formal and informal

classroom observations and include this summary in the written observation summary and conference.

### **Data Collection Ideas**

Teacher conference  
Lesson plans identifying closing activities  
Selective verbatim teacher questioning and response behavior  
Recommended option; Audio and video taping

### **Area: Evaluation of Instruction**

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

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

### **Verification Procedures**

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

### **Data Collection Ideas**

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

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

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

**Verification Procedures**

The supervisory may from time to time request certain records from the teacher such as grade book, grading policy, copies of tests and assignments, and other records pertinent to assessing student progress. Occurrences relating to this Standard may be documented by the supervisor at any time.

**Data Collection Ideas**

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

**Area: Classroom Climate**

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

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

**Verification Procedures**

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

**Data Collection Ideas**

Teacher conference  
Lesson plans  
Wide lens approach

Teacher use of time  
Student classroom activities

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

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

**Verification Procedures**

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

**Data Collection Ideas**

Teacher conference  
Lesson plans  
Selective verbatim control statements  
Teacher-student behavior patterns

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

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

**Verification Procedures**

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

### **Data Collection Ideas**

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

### **Area: Participation Patterns--Cultural Appropriateness**

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

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

### **Verification Procedures**

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

### **Data Collection Ideas**

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

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

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

- A. Not using derogatory terms when referring to others;
- B. Verbally balancing the emphasis on competitiveness and achievement with importance of developing caring relationships and cooperation;

- C. Avoiding humor that is demeaning to any individual;
- D. Calling upon both female and male students to participate equally;
- E. Using the same criteria in evaluating responses of both female and male students (e.g., persistence on the part of the female students may be incorrectly interpreted as a sign of aggressiveness and insubordination);
- F. Providing gender balance in giving compliments and reinforcements.

**Verification Procedures**

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

**Data Collection Ideas**

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

**Area: Communication With Colleagues and Community**

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

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

**Verification Procedures**

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

**Data Collection Ideas**

Teacher conference

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

## Exhibit A-1

### EVALUATION CRITERIA - CERTIFICATED SUPPORT PERSONNEL

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

#### 1. Knowledge and Scholarship in Special Field

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

Indicators:

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

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

#### 2. Specialized Skills

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

Indicators:

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

- 2.1 design and conduct a program providing specific and unique services within the individual's specific discipline;
- 2.2 demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
  - 2.21 to help student integrate and assimilate data;
  - 2.22 to help others involved with the student interpret and use data appropriately and accurately;
  - 2.23 to help other specialists by providing case study materials;

- 2.3 administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- 2.4 demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program;
- 2.5 develop goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.

### 3. Management of Special and Technical Environment

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Indicators:

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

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

### 4. The Support Person as a Professional

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

Indicators:

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

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

## 5. Involvement in Assisting Pupils, Parents and Educational Personnel

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

Indicators:

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

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

5.2 plan and develop support program to serve the prevention and developmental needs of the school population and the special needs for some students;

5.3 interpret characteristics and needs of student to parents, staff and community in group and individual settings via oral and written communications.

**PART XI**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SNOQUALMIE VALLEY SCHOOL DISTRICT No. 410  
AND  
SNOQUALMIE EDUCATION ASSOCIATION**

**ELEMENTARY COUNSELING SERVICES**

Fifteen thousand dollars per year will be allocated to bring private mental health professional services for the District elementary schools. The services provided will be selected by the building staff, provided that such private professional services are acceptable to the District.

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For the Association

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Date

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For the District

\_\_\_\_\_

Date

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SNOQUALMIE EDUCATION ASSOCIATION**

**AND**

**SNOQUALMIE VALLEY SCHOOL DISTRICT**

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

Mutual Interest Committee

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

1. Staffing/Class Size/Work Load

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

2. Instructional Interests

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

- 1) The Mutual Interest Committee will review instructional issues on a periodic basis as established by the Association and the District
- 2) The Committee will review the plan for a cycle of adoption of curriculum
- 3) The parties will encourage Building-based prioritizing of building needs relating to instructional services

3. Mitigating Factors:

- a. The Mutual Interest Committee (MIC) will survey staff to assist the parties in determining those factors that mitigate against staff members fulfilling traditional and required\* instructional duties and responsibilities.
- b. The MIC will assess and prioritize the results of the survey
- c. The MIC will address identified mitigating factors in a collaborative, problem-solving process.

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

4. The Mutual Interest Committee will collaboratively develop a model for training staff members regarding special education law as it pertains to the needs of individual buildings. Additionally, the Mutual Interest Committee will review elements of the Special Education handbook on a regular basis.
5. Self-Assessment/Training and Mutual Interest training for the Association, the District and other agreed upon entities.
  - a. The Mutual Interest Committee will engage in continuing self-assessment to review the Committee's effectiveness. The Committee may use consultants for the process of self-assessment and/or training.
6. The Mutual Interest Committee will review applicable RCW's relevant to disruptive, assaultive behavior on the part of students and/or parents during the hours of work. The parties may seek assistance for said review. The results of the review and procedures relevant for staff will be communicated to the buildings.

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For the Association

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Date

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For the District

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Date

MEMORANDUM OF AGREEMENT

RELATING TO

SECONDARY TEACHING LOAD

BETWEEN

SNOQUALMIE EDUCATION ASSOCIATION

AND

SNOQUALMIE VALLEY SCHOOL DISTRICT

The parties understand and agree the following Memorandum of Agreement is effective for the duration of the 2005-2008 Collective Bargaining Agreement and may not be amended except by the express agreement of the parties:

**Secondary Teaching Load**

Chief Kanim Middle School Academic Block teachers who have 34 or more students each period all day will be paid for 5 additional days planning time (40 hours at the Professional Rate per hour) i.e. 2.5 days or 20 hours per semester. The Snoqualmie Middle School formula will be the same as the Chief Kanim Middle School, adjusted for a 7 period day.

For Mount Si High School, each semester:

- A. Teachers who have more than 150 students in 5 academic classes each semester will receive 2.5 additional planning days or 20 hours at Professional Rate. (2.5 days maximum). (This does not include P.E. classes or Music classes).
- B. Teachers who have more than 32 students in any academic class would receive a half day or 5 additional hours compensation for each class over 32 students. Hence, one half day for each exceptionally large class. (This does not include P.E. classes or Music classes).

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For the Association

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Date

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
RELATING TO  
TUITION REIMBURSEMENT PROGRAM  
BETWEEN  
SNOQUALMIE EDUCATION ASSOCIATION  
AND  
SNOQUALMIE VALLEY SCHOOL DISTRICT

The parties understand and agree to the following:

This Memorandum of Understanding supercedes the Memo of Understanding dated May 5, 2005.

**Tuition Reimbursement Program**

1. Beginning with the 2000–2001 school year, the District will fund \$20,000 each fiscal year for incentive pay for employees pursuing their Professional Certification, National Certification, or a masters degree.
2. In the event reimbursement requests exceed \$20,000 plus carried forward amount, all reimbursements will be reduced on an equal percentage basis until \$20,000 plus carried forward amount is expended.
3. In the event reimbursement requests are less than \$20,000 in a year, the unexpended amount will be carried forward each year. Said unexpended amount will be held to reimburse employees with teaching experience of three (3) years or fewer for tuition for necessary certification requirements (proof of costs must be submitted to the District Business Office no later than February 1<sup>st</sup> of the current fiscal year) or to be expended for other uses as determined by the Mutual Interest Committee on a yearly basis.

**Reimbursement for the Professional Certification Program**

Recognizing the need to support teachers, the Snoqualmie Education Association and the Snoqualmie Valley School District have partnered to offer a professional certification program through Seattle Pacific University. Teachers in the district who participate in this program are reimbursed for their cost. If teachers choose to attend another program outside of the school district, reimbursement will be made to participants up to the cost of what it would have been if they attended the SVSD – SPU program.

- **Cost of the SVSD – SPU Program**

The total maximum cost of the program is \$1,267.00 for the participants who engage in the SVSD – SPU Professional Certification Program. The reimbursement schedule below has been developed to cover all costs of the program.

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

If you attend another accredited Professional Certification Program that is more expensive, you will be reimbursed at the SVSD program costs.

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

**Reimbursement for the National Board Certification Program**

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

**SEA Masters Incentive Program**

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

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

**Participation in both a Masters Degree Program and Professional Certification Program**

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

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For the Association

\_\_\_\_\_

Date

\_\_\_\_\_

For the District

\_\_\_\_\_

Date

MEMORANDUM OF AGREEMENT  
RELATING TO  
RETENTION STEP  
BETWEEN  
SNOQUALMIE EDUCATION ASSOCIATION  
AND  
SNOQUALMIE VALLEY SCHOOL DISTRICT

The parties understand and agree to the following:

1. The Retention Step becomes effective in 2001-2002.
2. To be eligible for retention pay of \$1,000, an employee must have completed five (5) full consecutive years of employment with the District.
3. An employee having a hire date prior to February 1 will receive credit for a full year of employment.
4. Retention pay of \$1,000 will be paid at the end of fifteen (15) years of employment and at the end of each consecutive five-year period, i.e. 15 years = \$1,000; 20 years = \$1,000; 25 years = \$1,000, etc.

\_\_\_\_\_

For the Association

\_\_\_\_\_

Date

\_\_\_\_\_

For the District

\_\_\_\_\_

Date

MEMORANDUM OF AGREEMENT  
RELATING TO  
SPECIAL EDUCATION CASE/WORK LOAD RELIEF  
BETWEEN  
SNOQUALMIE EDUCATION ASSOCIATION  
AND  
SNOQUALMIE VALLEY SCHOOL DISTRICT

The Snoqualmie Education Association and the Snoqualmie Valley School District understand and agree to the following:

Special Education Case/Work load Relief

Special education classroom teachers may choose release time based upon a specific number of students or, in lieu of such release time, receive five hours of compensation at the professional rate of pay.

Number of students	Release time	Professional Rate of Pay
6	1 day	5 hours
12	2 days	5 hours
18	3 days	5 hours
24	4 days	5 hours
30	5 days	5 hours
36	6 days	5 hours
40	7 days*	5 hours

Staff may use a combination of release time/professional rate of pay with full day increments only.

Student Services office will assist staff in keeping track of the number of days they have per year. The number of days will be based on October 1 enrollment.

Support Staff (SLP's and OT's) will be on the same schedule for Speech/OT only IEP's. Students that receive special education services will not count when figuring out their release formula.

- Notes:**
1. Notwithstanding the workload relief provided above, no special education staff person will receive less release time than he/she received in 2001-2002.
  2. All support staff (SLP, OT, Psychologist) will have a minimum of one (1) day.
  3. \*Individual situations may arise and will be addressed on "as needed" basis.

MEMORANDUM OF AGREEMENT  
RELATING TO  
PROFESSIONAL IMPROVEMENT  
BETWEEN  
SNOQUALMIE EDUCATION ASSOCIATION  
AND  
SNOQUALMIE VALLEY SCHOOL DISTRICT

The parties agree to the following:

\$38,000 will be allocated for the professional improvement of certificated staff members for each of the next three years: 2005-2006, 2006-2007, and 2007-2008.

Each building's allocation will be based on the October 1 FTE count, specialist and itinerant staff members will be included in their home school's allocation. This budget will be allocated to each building's Learning Improvement Team. Certificated employees may apply for the funds based on individual or group activities which may include; professional growth strand, classes, conferences, workshops, and in-building training. These funds shall not be used for salaries. These activities must be consistent with the District Mission Statement and Learning Goals. We encourage any in-building activities to make available the option of clock hours or credit when appropriate.

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

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For the Association

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Date

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For the District

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Date

MEMORANDUM OF AGREEMENT  
RELATING TO  
COUNSELING DEPARTMENT HEAD  
BETWEEN  
SNOQUALMIE EDUCATION ASSOCIATION  
AND  
SNOQUALMIE VALLEY SCHOOL DISTRICT

The parties understand and agree to the following:

Beginning with 2002-2003, a Counseling Department Chair will be added to Article 24 - Stipends, Section 1 – Department Chairs. This stipend is to be paid at the 0-19 section rate.

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For the Association

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Date

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For the District

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Date

<b>Snoqualmie Valley School District No. 410 2005-2006 Instructional Staff Regular Salary Schedule (182 work days)</b>										
<b>Years of Service</b>	<b>BA + 0</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 90</b>	<b>BA + 135</b>	<b>MA + 0</b>	<b>MA + 45</b>	<b>MA + 90 or PHD</b>	
0	30,383	31,204	32,054	32,906	35,640	37,401	36,426	39,161	40,924	
1	30,792	31,624	32,485	33,375	36,137	37,889	36,831	39,594	41,345	
2	31,181	32,022	32,892	33,850	36,605	38,375	37,239	39,994	41,764	
3	31,583	32,431	33,311	34,299	37,049	38,861	37,626	40,373	42,187	
4	31,977	32,862	33,747	34,770	37,536	39,361	38,031	40,796	42,623	
5	32,384	33,273	34,167	35,247	38,002	39,864	38,442	41,199	43,061	
6	32,802	33,672	34,596	35,729	38,472	40,344	38,864	41,607	43,478	
7	33,536	34,420	35,356	36,551	39,334	41,258	39,655	42,437	44,362	
8	34,612	35,543	36,502	37,796	40,616	42,611	40,899	43,720	45,714	
9	34,612	36,707	37,713	39,054	41,940	44,002	42,156	45,044	47,106	
10	34,612	36,707	38,938	40,376	43,301	45,432	43,479	46,405	48,535	
11	34,612	36,707	38,938	41,737	44,726	46,900	44,840	47,830	50,003	
12	34,612	36,707	38,938	43,055	46,189	48,428	46,255	49,292	51,532	
13	34,612	36,707	38,938	43,055	47,688	49,993	47,720	50,791	53,096	
14	34,612	36,707	38,938	43,055	49,194	51,618	49,227	52,396	54,721	
15	34,612	36,707	38,938	43,055	50,474	52,961	50,507	53,758	56,144	
16 or More	34,612	36,707	38,938	43,055	51,483	54,019	51,517	54,833	57,266	

## Snoqualmie Valley School District No. 410 2005-2006

### School Calendar Important Dates/Holidays

SEPTEMBER 2005				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER 2005				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER 2005				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER 2005				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY 2006				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY 2006				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH 2006				
M	T	W	T	F
			1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL 2006				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY 2006				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE 2006				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- |                 |  |                  |   |
|-----------------|--|------------------|---|
| Aug-31-05       | Kick Off Breakfast<br>District Directed (1/2)                          | Jan-3-06         | Classes Resume  |
| Sep-1-05        | Learning Improvement Day (1/2)   | Jan-16-06        | TR Term #4 Begins   |
| Sep-2-05        | Learning Improvement Day<br>District Directed (1/2)                    |                  | Dr. Martin Luther King, Jr. Day--No School<br><b>Early Dismissal Days--Jan. 6, 13, 20, 27</b> |
| Sep-5-05        | Labor Day  | Feb-6-06         | TR Term #5 Begins   |
| Sep-6-05        | Teacher Work/Planning Day  | Feb-20-06        | Presidents' Day--No School  |
| <b>Sep-7-05</b> | <b>First Day of Classes</b>  | Feb-21-06        | Begin Mid-Winter Break  |
| Sept-12-05      | Two Rivers Intake #1/First day of TR classes                           | Feb-24-06        | End Mid-Winter Break  |
| Sept-26-05      | TR Term #1 Begins  |                  | <b>Early Dismissal Days--Feb. 3, 10, 17</b>   |
|                 | <b>Early Dismissal Days--Sept. 16, 23, 30</b>                          |                  |   |
| Oct-14-05       | Statewide Inservice--No School   | Mar-13-06        | TR Term #6 Begins   |
| Oct-24-05       | TR Term #2 Begins  | Mar-23-06        | Kindergarten Parent Conferences/No K Classes  |
|                 | <b>Early Dismissal Days--Oct. 7, 21, 28</b>                            | March, 2006      | <b>Early Dismissal Days--March 3, 10, 17, 24, 31</b>  |
| Nov-11-05       | Veterans' Day--No School   |                  |   |
|                 | <b>Early Dismissal Days--Nov. 4, 18</b>                                |                  |   |
| Nov-21-05       | TR Term #3 Begins  |                  |   |
| Nov-21-05       | K-5 Parent Conferences/1-5 Early Dismissal<br>No AM or PM Kindergarten |                  |   |
|                 | 6-12 Parent Conferences/6-12 Early Dismissal                           | Apr-10-06        | Start Spring Break  |
| Nov-22-05       | K-5 Parent Conferences/1-5 Early Dismissal<br>No AM or PM Kindergarten | Apr-14-06        | End Spring Break  |
|                 | 6-12 Parent Conferences/6-12 Early Dismissal                           | Apr-17-06        | TR Term #7 Begins   |
| Nov-23-05       | K-5 Parent Conferences/1-5 Early Dismissal<br>No AM or PM Kindergarten |                  | <b>Early Dismissal Days--April 7, 21, 28</b>  |
|                 | 6-8 Parent Conferences/6-12 Early Dismissal                            | May-22-06        | TR Term #8 Begins   |
| Nov-24-05       | Thanksgiving Holiday   | May-29-06        | Memorial Day--No School   |
| Nov-25-05       | Thanksgiving Holiday   |                  | <b>Early Dismissal Days--May 5, 12, 19, 26</b>  |
|                 |  | June, 2006       | <b>Early Dismissal Days--June 2, 9, 16</b>  |
| Dec-21-05       | Start Winter Break   | Jun-14-06        | Two Rivers High School Graduation   |
|                 | <b>Early Dismissal Days--Dec. 2, 9, 16</b>                             | Jun-15-06        | Mount Si High School Graduation   |
|                 |  | Jun-15-06        | Last Day of classes for Preschool students  |
|                 |  | Jun-16-06        | MSHS Early Dismissal  |
|                 |  | Jun-19-06        | MSHS Early Dismissal  |
| Jan-2-06        | End Winter Break   | Jun-19-06        | Last Day of classes for Kindergarten students   |
|                 |  | <b>Jun-20-06</b> | <b>Last Day Students 1-12/Early Dismissal</b>   |
|                 |  | Jun-20-06        | Last Day for TR students  |
|                 |  | Jun-21-06        | Make-up Day, if needed  |

MSHS	
1st Quarter Ends	11/4/05
2nd Quarter/Semester Ends	1/27/06
3rd Quarter Ends	4/7/06
4th Quarter Ends	6/20/06

Two Rivers Middle/High School	
Term 1 Begins	9/26/05
Term 2 Begins	10/24/05
Term 3 Begins	11/21/05
Term 4 Begins	1/03/06
Term 5 Begins	2/6/06
Term 6 Begins	3/13/06
Term 7 Begins	4/17/06
Term 8 Begins	5/22/06

Elementary Schools, CKMS, & SMS	
1st Trimester Ends	12/5/2005
2nd Trimester Ends	3/17/2006
3rd Trimester Ends	6/20/06

**LEGEND**

First/Last Days of School ○

No School/ Holidays ■

**Early Dismissal Days** ■

Parent Conferences ■

  

MSHS = Mount Si High School  
 CKMS = Chief Kanim Middle School  
 SMS = Snoqualmie Middle School

Check dates above for grades affected

Updated 5/16/05

APPENDIX C<sub>1</sub>: 2005-2006 RESPONSIBILITY SCHEDULE

<b>Snoqualmie Valley School District No. 410 2005-2006 Instructional Staff Supplemental Responsibility Pay Schedule</b>										
<b>Years of Service</b>	<b>BA + 0</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 90</b>	<b>BA + 135</b>	<b>MA + 0</b>	<b>MA + 45</b>	<b>MA + 90 or PHD</b>	
0	2,893	2,971	3,052	3,133	3,394	3,561	3,468	3,729	3,897	
1	2,932	3,011	3,093	3,178	3,441	3,608	3,507	3,770	3,937	
2	2,969	3,049	3,132	3,223	3,485	3,654	3,546	3,808	3,977	
3	3,007	3,088	3,172	3,266	3,528	3,700	3,583	3,844	4,017	
4	3,045	3,129	3,213	3,311	3,574	3,748	3,621	3,885	4,058	
5	3,084	3,168	3,253	3,356	3,618	3,796	3,660	3,923	4,100	
6	3,123	3,206	3,294	3,402	3,663	3,841	3,701	3,962	4,140	
7	3,193	3,277	3,366	3,480	3,745	3,928	3,776	4,041	4,224	
8	3,296	3,384	3,476	3,599	3,867	4,057	3,894	4,163	4,353	
9	3,296	3,495	3,591	3,719	3,993	4,190	4,014	4,289	4,485	
10	3,296	3,495	3,708	3,845	4,123	4,326	4,140	4,419	4,621	
11	3,296	3,495	3,708	3,974	4,259	4,466	4,270	4,554	4,761	
12	3,296	3,495	3,708	4,100	4,398	4,611	4,404	4,693	4,907	
13	3,296	3,495	3,708	4,100	4,541	4,760	4,544	4,836	5,056	
14	3,296	3,495	3,708	4,100	4,684	4,915	4,687	4,989	5,210	
15	3,296	3,495	3,708	4,100	4,806	5,043	4,809	5,119	5,346	
16 or More	3,296	3,495	3,708	4,100	4,902	5,144	4,905	5,221	5,453	

APPENDIX C<sub>2</sub>: 2006-2007 RESPONSIBILITY SCHEDULE

<b>Snoqualmie Valley School District No. 410</b>										
<b>2006-2007 Instructional Staff Supplemental Responsibility Pay Schedule</b>										
<b>Years of Service</b>	<b>BA + 0</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 90</b>	<b>BA + 135</b>	<b>MA + 0</b>	<b>MA + 45</b>	<b>MA + 90 or PHD</b>	
0	3,182	3,268	3,357	3,446	3,733	3,917	3,815	4,101	4,286	
1	3,225	3,312	3,402	3,495	3,785	3,968	3,857	4,147	4,330	
2	3,266	3,354	3,445	3,545	3,834	4,019	3,900	4,189	4,374	
3	3,308	3,396	3,489	3,592	3,880	4,070	3,941	4,228	4,418	
4	3,349	3,442	3,534	3,641	3,931	4,122	3,983	4,273	4,464	
5	3,392	3,485	3,578	3,691	3,980	4,175	4,026	4,315	4,510	
6	3,435	3,526	3,623	3,742	4,029	4,225	4,070	4,357	4,553	
7	3,512	3,605	3,703	3,828	4,119	4,321	4,153	4,444	4,646	
8	3,625	3,722	3,823	3,958	4,254	4,463	4,283	4,579	4,788	
9	3,625	3,844	3,950	4,090	4,392	4,608	4,415	4,717	4,933	
10	3,625	3,844	4,078	4,229	4,535	4,758	4,554	4,860	5,083	
11	3,625	3,844	4,078	4,371	4,684	4,912	4,696	5,009	5,237	
12	3,625	3,844	4,078	4,509	4,837	5,072	4,844	5,162	5,397	
13	3,625	3,844	4,078	4,509	4,994	5,236	4,998	5,319	5,561	
14	3,625	3,844	4,078	4,509	5,152	5,406	5,156	5,487	5,731	
15	3,625	3,844	4,078	4,509	5,286	5,547	5,290	5,630	5,880	
16 or More	3,625	3,844	4,078	4,509	5,392	5,657	5,395	5,743	5,997	

APPENDIX C<sub>3</sub>: 2007-2008 RESPONSIBILITY SCHEDULE

<b>Snoqualmie Valley School District No. 410 2007-2008 Instructional Staff Supplemental Responsibility Pay Schedule</b>										
<b>Years of Service</b>	<b>BA + 0</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 90</b>	<b>BA + 135</b>	<b>MA + 0</b>	<b>MA + 45</b>	<b>MA + 90 or PHD</b>	
0	3,472	3,566	3,663	3,760	4,073	4,274	4,163	4,475	4,677	
1	3,519	3,614	3,712	3,814	4,130	4,330	4,209	4,525	4,725	
2	3,563	3,659	3,759	3,868	4,183	4,385	4,255	4,570	4,773	
3	3,609	3,706	3,807	3,920	4,234	4,441	4,300	4,614	4,821	
4	3,654	3,755	3,856	3,973	4,289	4,498	4,346	4,662	4,871	
5	3,701	3,802	3,904	4,028	4,343	4,555	4,393	4,708	4,921	
6	3,748	3,848	3,953	4,083	4,396	4,610	4,441	4,755	4,968	
7	3,832	3,933	4,040	4,177	4,495	4,715	4,532	4,849	5,069	
8	3,955	4,062	4,171	4,319	4,641	4,869	4,674	4,996	5,224	
9	3,955	4,195	4,310	4,463	4,793	5,028	4,817	5,147	5,383	
10	3,955	4,195	4,450	4,614	4,948	5,192	4,969	5,303	5,546	
11	3,955	4,195	4,450	4,770	5,111	5,359	5,124	5,466	5,714	
12	3,955	4,195	4,450	4,920	5,278	5,534	5,286	5,633	5,889	
13	3,955	4,195	4,450	4,920	5,450	5,713	5,453	5,804	6,068	
14	3,955	4,195	4,450	4,920	5,622	5,899	5,625	5,987	6,253	
15	3,955	4,195	4,450	4,920	5,768	6,052	5,772	6,143	6,416	
16 or More	3,955	4,195	4,450	4,920	5,883	6,173	5,887	6,266	6,544	

APPENDIX D: CONDITIONS FOR IMPLEMENTATION OF CERTIFICATED SALARY SCHEDULE

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