

COLLECTIVE BARGAINING AGREEMENT



Mukilteo
School District

Mukilteo School District No. 6
and the
Mukilteo Education Association

September 1, 2016 – August 31, 2019

Table of Contents

Preamble	1
Article I – Recognition and Definitions	
Section 1 – Recognition	1
Section 2 – Definitions	2
Article II – Status and Administration of Agreement	
Section 1 – Ratification and Mutual Consent	2
Section 2 – Relationship to Existing Policies, Practices, Rules and Regulations	3
Section 3 – Relationship to Individual Contract	3
Section 4 – Conformity to Law	3
Section 5 – Distribution of Agreement	3
Section 6 – Strike and Lockouts	3
Section 7 – Appendices	3
Section 8 – Contract Waiver	4
Article III – Association Rights	
Section 1 – Access	5
Section 2 – Membership Communication	5
Section 3 – Availability of Information	6
Section 4 – Employee Organization Membership and Representation Fees	6
Section 5 – Released Time for Formal Proceedings	7
Section 6 – Association Leave	8
Section 7 – Building Representatives	8
Section 8 – Released Time for Association President	8
Article IV – Employee Rights	
Section 1 – Individual Rights	9
Section 2 – Right to Join and Support Association	9
Section 3 – Just Cause	10
Section 4 – Academic Freedom and Professional Prerogative	11
Section 5 – Employee Files	12
Section 6 – Employee Protection	13
Section 7 – Employee Safety	14
Section 8 – Student Discipline	15
Section 9 – Individual Employee Contracts	17
Section 10 – Supplemental Contracts	18
Section 11 – Assignment, Vacancies and Transfer	18
Section 12 – Special Education Assignment, Vacancies and Reassignment	23
Section 13 – Resignation	24
Section 14 – Security of Bargaining Unit Work	25
Section 15 – Professional Involvement	25
Article V – Management Rights	
Section 1 – Management Rights and Responsibilities	25

Article VI – Leaves

Section 1 – Illness, Injury and Emergency Leave.....26
Section 2 – Leaves Related to Childbirth and Childcare28
Section 3 – State/Federal Family Leave Laws.....30
Section 4 – Adoption Leave.....30
Section 5 – Bereavement Leave.....30
Section 6 – Jury Duty and Subpoena Leave30
Section 7 – Sabbatical Leave31
Section 8 – Personal Leave32
Section 9 – Government Leaves33
Section 10 – Foreign or Domestic Exchange.....33
Section 11 – Military Leave.....34
Section 12 – Military Family Leave34
Section 13 – Domestic Violence Leave34
Section 14 – Other Leaves34

Article VII – Salaries, Stipends, and Benefits

Section 1 – Certificated Salary Schedule36
Section 2 – Provisions Governing Employee’s Salary Schedule.....38
Section 3 – Payroll Deductions.....41
Section 4 – Payment.....42
Section 5 – Activity Payment42
Section 6 – Hourly Rates43
Section 7 – Teacher Leadership.....43
Section 8 – Special Education Stipends.....43
Section 9 – Travel.....43
Section 10 – Insurance Benefits.....44
Section 11 – Conditional CTE Certification Fees.....45

Article VIII – Other Terms and Conditions of Employment

Section 1 – Employee Work Year45
Section 2 – Work Day.....46
Section 3 – Covering Classes.....48
Section 4 – Class Size and Work Loads48
Section 5 – Classroom Visitation.....56
Section 6 – Employee Facilities.....56
Section 7 – Collaborative Decision Making57
Section 8 – Instructional Materials Committee.....57
Section 9 – Professional Development59
Section 10 – Reduction of Personnel60
Section 11 – Job-Sharing62
Section 12 – Substance Abuse62
Section 13 – Kindergarten Teachers63
Section 14 – Conferencing with Parents, Grading and Report Cards64
Section 15 – New Educator Assistance.....64
Section 16 – Mentor Program65
Section 17 – Elementary Assessment65
Section 18 – Special Education Supports66

Article IX – Substitute Employees	
Section 1 – Notice to Association	67
Section 2 – Status of Substitutes	67
Section 3 – Non-Continuing Contract Substitutes	67
Section 4 – Compensation	67
Section 5 – Insurance	68
Section 6 – Leaves	68
Section 7 – Professional Development	68
Section 8 – Other Applicable Contract Provisions	68
Article X – Evaluation	
Classroom Teacher Evaluation System	
Section 1 – Applicability	70
Section 2 – State Evaluation Criteria	70
Section 3 – Instructional Framework and Evaluation Rubric	71
Section 4 – Performance Ratings	71
Section 5 – Evaluator	72
Section 6 – Comprehensive Evaluation	72
Section 7 – Focused Evaluation	78
Section 8 – Probation Nonrenewal Process	82
Section 9 – Forms	85
Section 10 – Evaluation Re-Opener	86
Section 11 – Grievances	86
“ESA & Non-Classroom Teacher” Evaluation System	
Section 12 – Purpose	86
Section 13 – Provisions Applicable to Current Process	86
Section 14 – Provisions Applicable to all Summative Processes	87
Section 15 – Regular Process (Summative)	88
Section 16 – Probation Process (Summative)	91
Section 17 – Short Form Process (Summative)	93
Section 18 – Professional Growth Option (Formative)	94
Section 19 – Evaluative Criteria	95
Article XI – Grievance	
Section 1 – Grievance Procedures	100
Article XII – Duration and Collaborative Process During Term	103
Signature Page	105
Appendices	
Appendix A – Contract Waiver Request Form	106
Appendix B – Assignment of Wages Form (Religious Objection)	109
Appendix C – 2016-17 Salary Schedules: Base & TRI	110
Appendix D – 2017-18 TRI Salary Schedule	111
Appendix E – TRI Supplemental Employment Contract	112
Appendix F – Confirmation of Activities for TRI Stipend	113
Appendix G – Authorization Request for Eligible Credits	114
Appendix H – Co-Curricular Stipend Factor Schedule	115
Appendix I – Work Year Calendars: 2016-19	117

Appendix J – Staff Time Allocation for 2016-17 School Year	118
Appendix K – Citizen’s Request for Reconsideration of Instructional Material	119
Appendix L – Teacher Self-Assessment Form	120
Appendix M – Goal Setting Process Template.....	123
Appendix N – Teacher Observation Report Form (version 1).....	125
Appendix O – Teacher Observation Report Form (version 2).....	126
Appendix P – Teacher Comprehensive Summative Evaluation Form.....	128
Appendix Q – Teacher Focused Summative Evaluation Form.....	129
Appendix R – Classroom Teacher Evaluation Rubric	130
Appendix S – Final Evaluation Form C.....	138
Appendix T – Final Evaluation Form D (Specialists).....	139
Appendix U – Short Form Observation Form E	140
Appendix V – Interest to Participate in PGO Form F.....	141
Appendix W – Participant’s PGO Plan Form G	142
Appendix X – PGO Reflection Form H.....	143
Appendix Y – PGO Handbook	144
Appendix Z – Notice of Grievance.....	148
Appendix AA– Decision of School Principal or Immediate Supervisor	149
Appendix BB – Appeal to Superintendent.....	150
Appendix CC – Decision of Superintendent.....	151
Appendix DD – Determination Re: Arbitration.....	152
Appendix EE – Job Share Application	153
Appendix FF – Civility Policy/Procedures	154
Appendix GG – Collaborative Decision Making Policy/Procedures.....	156

Memorandums of Understanding

MOU re: ESSA	166
MOU re: Substitutes	167
MOU re: TOSAs	168
MOU re: Insurance Benefits	169
MOU re: ESS.....	170
MOU re: Student Information System/Grade Book	171
MOU re: Peer Mentor	172
MOU re: Building Time.....	173

PREAMBLE

This agreement is entered into this first day of September, 2016, by and between the Mukilteo Education Association and the Mukilteo School District No. 6, Snohomish County, Washington; WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1 - Recognition

The Mukilteo School District hereby recognizes the Mukilteo Education Association as an employee organization and exclusive bargaining representative for the bargaining unit defined below. The bargaining unit is defined as follows:

All education employees of the District, whether full or part-time, including substitute employees defined below, and excluding personnel who serve in positions in the District which fit the following categories:

1. The chief executive officer;
2. The chief administrative officers;
3. Confidential employees;
4. Principals and assistant principals;
5. Supervisors.

Individuals who serve as substitutes for non-supervisory certificated staff shall be included in the bargaining unit to the following extent:

- A. Part-time substitutes who shall be defined as substitute certificated employees employed by the District for more than 30 days of work within any 12 month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes, and
- B. Long-term substitutes who shall be defined as substitute certificated employees employed by the District where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for a period in excess of 20 consecutive work days, and
- C. Non-continuing contract substitutes are defined as substitute certificated employees employed by the District when it is anticipated that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for ninety (90) consecutive work days or more.

It is agreed that current positions in the Mukilteo School District which are therefore excluded from the bargaining unit are:

1. Superintendent;
2. Deputy Superintendent;
3. Assistant Superintendent;
4. Executive Directors;
5. Principals, Assistant Principals;

6. Coordinators, Assistant Directors, Directors;
7. Administrative Assistants;
8. Day-to-day substitutes.

Prior to the appointment of any person filling a new position, (i.e. one which does not exist at the time this recognition becomes effective) the administration will discuss the expected responsibilities of the position with the Association representatives and receive the Association rationale for whether the position is supervisory or not. If the Board does not accept the Association's rationale, the Mukilteo Education Association has the right to seek a determination from the Public Employment Relations Commission, provided that this will not preclude the District describing and filling said position, pending such determination.

Section 2 - Definitions

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

- The term "Agreement" shall mean this collective bargaining agreement.
- The term "Association" shall mean the Mukilteo Education Association.
- The term "Board" shall mean the Board of Directors of the Mukilteo School District No. 6.
- The term "District" shall mean the Mukilteo School District No. 6 or the appropriate manager representing the District.
- The term "WEA" shall mean the Washington Education Association.
- The term "employee", "certificated personnel", "certificated employee", "educational employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Recognition.
- The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

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

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 - Ratification and Mutual Consent

This Agreement has been ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only in accordance with any reopening provisions which may be contained in this Agreement, or with mutual written consent of both parties.

It shall become effective in accordance with the Duration Clause herein.

Section 2 - Relationship to Existing Policies, Practices, Rules and Regulations

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

Section 3 - Relationship to Individual Contract

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 4 - Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, 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 so held to be contrary to law, the parties shall commence negotiations on said provision upon request of either party, except as otherwise provided by Article VII, Section 1.

Section 5 - Distribution of Agreement

As soon as practicable, but no longer than thirty (30) days following the ratification of this Agreement, the District shall print at District expense copies of this Agreement sufficient in number to allow the Association to distribute one copy to each employee. Additional copies shall be provided to the Association upon request. All employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their personal service contracts, and such Agreement shall be available for perusal by all applicants for teaching positions.

Section 6 - Strikes and Lockouts

The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any strike, slow down or work stoppage by the employees and/or the Association, except that nothing herein shall be deemed to prevent such activity in the event of an unfair labor practice by the District after determination by PERC. Should a strike, slow down or work stoppage by the employees and/or the Association occur which is specifically prevented by this Agreement, the Association will immediately instruct the employees to return to work. Employees not returning to work may be subject to disciplinary action. The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any lockout of the employees by the Board or the District's management personnel.

Section 7 - Appendices

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

Section 8 - Contract Waiver

The District and Association may agree to waive specific provisions of this Agreement in accordance with the following:

- A. Requests from a school or work site must be submitted on the Contract Waiver Request Form (Appendix A). The building Principal and Association Building Representative must both sign the form if the request is to be considered by the Association and District. The Principal's signature indicates approval of the waiver request. The Building Representative signature indicates the belief the request represents bargaining unit member support per paragraph B.5., below. The completed contract waiver request form must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of this section.

Upon receipt of a contract waiver request, the District and Association representatives shall meet and consider these options:

1. Accept the waiver request as written and communicate that acceptance to the school or work site.
 2. Deny the waiver request but with specific written conditions under which the waiver could be granted. In this case, the school or work site may either accept the conditions through the same process as indicated by paragraph A, above, accept the denial, or counter-propose to the Association and District through a revised Contract Waiver Request Form, using the same process as described by paragraph A, above.
 3. Deny the waiver request as written and provide written reasons for that denial back to the school or work site. In this case, the school or work site may wish to consider whether to submit a revised Contract Waiver Request Form, approved through the same process as described by paragraph A, above, that is intended to satisfy the reasons given for the waiver denial.
- B. A contract waiver request must include the following:
1. Reference to the specific provisions of the Agreement requested to be waived.
 2. Rationale for the waiver.
 3. The specific timelines, i.e. beginning and ending dates for the waiver.
 4. Identification of the position(s) that would be affected by the waiver and how the position(s) would be affected.
 5. Description of how the decision to request the waiver was made and evidence it reflects approval of the building Principal and at least 90% approval of those in the Association's bargaining unit at the school or work site.
 6. Description of the cost or budget impact of the waiver, if any.
 7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.

- C. No contract waiver request shall be granted without agreement by the District and Association on its duration (i.e., beginning and ending dates). No contract waiver request shall be granted that extends beyond the expiration date of the Agreement, unless the parties agree otherwise. A waiver may be terminated if the parties mutually agree.
- D. The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.
- E. Schools shall not use site-based/shared decision making to implement conditions of employment that are contrary to the terms of this Agreement without first obtaining a waiver as described in this Section.
- F. A contract waiver agreed on by the District and Association will be considered an addendum to this Agreement, and any dispute as to its interpretation or application will be solved by the parties through use of these two steps:
 - 1. Informal discussion between District and Association representatives. If this does not resolve the dispute, then:
 - 2. The Association may utilize the grievance procedure contained in this Agreement.

ARTICLE III - ASSOCIATION RIGHTS

Section 1 - Access

At reasonable times not to exceed 45 minutes, both before and after the regular employee work day and in addition to the 30 minute period before pupils arrive at school and 30 minutes after pupils leave the school and during the duty-free lunch period, duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business with employees on school property; provided that such use does not interfere with or interrupt normal school operations or the employee carrying on his/her contractual responsibilities. The Association will be the only certificated employee labor organization having this right.

Section 2 - Membership Communication

The Association shall have the right to utilize an organization bulletin board, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to employees but unavailable to students or the public generally, in the event faculty lounges are not in existence in a given school. Such use shall be for notices of activities and matters of Association business.

The Association shall have the right to use employee mailboxes and the District e-mail system for communication purposes. The Association shall have the right to use a school's regular bulletin for announcement of Association meetings.

Materials, publications, and/or written announcements may be distributed through personal contact, mailboxes and/or posting. Materials posted or distributed through mailboxes will have the date and the name of the individual posting, or the organization publishing such materials. A copy of publications distributed through the mailboxes or District e-mail will be provided to the building principal. A copy of publications distributed through the mailboxes or District e-mail and originating from the MEA office will be provided to the Superintendent or his/her designee. Any political publications will be distributed

through the MEA building meetings or personal contact (such distribution shall be consistent with current practice).

The communication processes herein set forth shall not be used to endorse political candidates, personal issues or exploit students or faculty.

The use of District facilities shall not be for any purpose prohibited by RCW 42.17.130, personal issues or to exploit students and faculty.

Section 3 - Availability of Information

When prepared and available, the Board or its agents shall furnish to the Association, at no cost to the Association, the following financial documents:

- A. Final Budget
- B. Monthly Financial Statements
- C. Monthly Cash and Investment Status
- D. Annual Report
- E. Revenue Worksheet Form F203
- F. Monthly Enrollment Summary
- G. Audit Report (when released to the public)

If the above titles or forms change, the Board or its agents shall furnish the same or equivalent information or documents as provided above.

The Board or its agents shall furnish to the Association, at no cost to the Association, the following documents as soon as available before regular and special Board meetings:

- A. Agenda
- B. Supplementary attachments with agenda, which are for general distribution
- C. Minutes of previous Board meeting.

The Board or its agents shall furnish to the Association, by October 1 if possible, at no cost to the Association, the names and addresses of all employees represented by the Association. In the event of staff changes, at least quarterly, the District shall furnish the names and addresses of staff alterations, so as to account for additions, resignations, leaves and retirements of staff.

Each party, at the request of the other during collective bargaining, will furnish to the requesting party necessary, pertinent, non-confidential information, so long as such information is readily available, for carrying on collective bargaining.

Section 4 - Employee Organization Membership and Representation Fees

- A. The Association shall have the exclusive right to have deducted from the salaries of its members, the dues required for membership in the Association, including its state or national affiliates and including deductions for any Association-connected political action committee.
- B. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues and assessments to be deducted in the coming school year by payroll deduction.
- C. For employees hired before September 30 and joining the Association at a later date, full annual dues are to be prorated over the months remaining in the membership year.

If a person is employed after September 30, they may be enrolled for the remainder of the membership year by paying the amount of dues commensurate with the remaining portion of the membership year.

Membership sign-ups shall be done on a form provided by the Association authorizing deduction of membership dues and assessments and deductions for any Association-connected political action committee. Copies of signed membership forms shall be provided to the District in accordance with payroll cutoff dates.

Authorization for dues deductions shall continue in effect from year to year unless a written request of revocation is submitted to the District and the Association, signed by the employee, and received between August 15 and August 31. Deductions for continuing members shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year.

- D. For all membership dues authorizations described above, the District agrees to remit monthly to the Washington Education Association all monies so deducted accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- E. In the event that any employee fails to authorize dues deductions or revokes membership in the Association as set forth above, the District agrees to deduct from the salary of such employee a representation fee in an amount equal to membership dues -- not to include any Association-connected political action committee. Employees who have joined the Association and paid by means other than payroll deduction by October 10 shall not be subject to this deduction.

All representation fee deductions shall be handled and transmitted by the District in the same manner as membership deductions, provided that the District shall clearly distinguish between those paying membership dues and those paying representation fees.

Any employee challenge to the payment of representation fees or as to the amount of said fees shall be handled in accordance with law and with the internal procedures of the Association.

- F. The Association hereby agrees to defend and hold the District harmless from any or all suits, damages, as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding monies as herein set forth.

Section 5 - Released Time for Formal Proceedings

The parties recognize that formal proceedings (involving both parties) in connection with collective bargaining and grievances shall not ordinarily take place during normal employee working hours. Formal proceedings shall not take place during normal employee working hours without the mutual consent of both parties or their representatives.

Whenever Association representatives, who are designated beforehand and are directly involved in negotiations as spokespersons or regular negotiations team personnel, or as participants as representatives, witnesses, or grievants in grievance hearings, are mutually scheduled with the Board's or administration's representatives to participate in formal negotiations or grievance hearings during working hours, said designees shall suffer no loss of pay.

When such proceedings are scheduled during the contract day, the District shall assume responsibility for the classroom, and arrangements for the classroom will be handled administratively.

Section 6 - Association Leave

Ninety (90) days in each year of this Agreement and one hundred (100) days the final year shall be granted to the Association for Association related business, as determined by the Association. The Association will exert its best effort to avoid having any one (1) employee take more than ten (10) days of Association leave in any one (1) year while recognizing any one employee shall not exceed fifteen (15) days. Leave used for mediation or for Association provided professional development opportunities with their colleagues and administrator will not be included in these limits.

The employee(s) designated by the Association will be paid his/her salary and the District will be reimbursed the cost of a substitute by the Association. Requests for leave under this provision shall be submitted by the Association President to the Superintendent or his/her designee five (5) school days prior to the date the leave is to take effect, except in unforeseen circumstances. A copy of each request shall be clearly stated. A written request will be submitted to the Superintendent or his/her designee and a copy to the building principal.

Section 7 - Building Representatives

During the school year, individual school principals shall meet with Association building representatives at the request of the principal or building representative. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to that particular school, provided that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.

Association building representatives shall have the right to visit individual employees or groups of employees represented by the Association and that building representative at reasonable times, not to exceed 45 minutes, both before and after the regular work day and in addition to the 30 minute period before pupils arrive at school and 30 minutes after pupils leave the school, during duty-free lunch time, or by special arrangement through the principal at other times, so long as this shall not interfere with the employee carrying out his/her contractual responsibilities.

Section 8 - Released Time for Association President

Upon request by the Association, the MEA President may be released up to his/her full contracted FTE time on a daily basis, provided:

- A. The Association notifies the District Superintendent annually and in writing by May 1 of the current school year of the Association's intent to provide release time for the President in the subsequent school year. Said notice shall specify the amount of release time to be used.
- B. The Association and the employee to be released will cooperate with the District and the appropriate building administrator to insure continuity in the delivery of the educational program and services to students.

- C. The employee's C-5 will reflect the percentage of time (FTE) contracted for professional duties and for release time for Association responsibilities.
- D. The Association will reimburse the District, monthly, in advance and within ten (10) days of date of billing, for that FTE percentage of salary and mandatory and permissive benefits to be paid by the District on behalf of the Association President. Should payment not be made by the 20th of a month, the District, at its option, may reduce salary and benefit payments in subsequent months to the actual C-5 contracted time for professional duties.
- E. Based on the Association President's continuing contract FTE during the school year previous to the school year term of office, those contractual rights accorded employees with the same FTE will be accorded the Association President during the school year term of office within the above provisions.
- F. The Association hereby agrees to defend and hold the District harmless from any or all suits, damages (as awarded by court), fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of the provisions in this Section. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and hold the District harmless as provided above.
- G. Upon completion of the school year, the released Association President shall be guaranteed his/her original position for the following school year, or a comparable position.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1 - Individual Rights

Employees shall be entitled to full rights of citizenship. There shall be no discipline or unlawful discrimination with respect to the employment of any employee because of such person's age, sex, marital status, race, creed, color, national origin, domicile, sexual orientation including gender identity or expression, genetic information, honorably discharged veteran or military status individuals, the use of a trained dog guide or service animal by a person with a disability or the presence of any sensory, mental or physical handicap, unless the particular handicap prevents the proper performance of the particular employee involved. The District acknowledges the right of its employees to a private and personal life.

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, sexual orientation or marital status except as otherwise required by the District's affirmative action program. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, sex, sexual orientation or marital status.

Section 2 - Right to Join and Support Association

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

Section 3 - Just Cause

- A. No employee shall be disciplined (including written warnings, written reprimands, suspensions, or discharges for reasons of disciplinary action) without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the employee and the Association in writing.
- B. An employee shall be entitled upon request to have present a representative of the Association during a disciplinary conference, including any: meetings held to conduct an investigation that could lead to disciplinary action; meetings held to allow the employee to know and respond to the evidence or testimony relevant to specific concern(s) or allegation(s); and any follow-up meetings conducted after disciplinary action has been taken. Further, in the event a disciplinary conference is anticipated, the employee will be told the specific concern(s) or allegation(s), provided that there shall be no discussion of the specific concern(s) or allegation(s) prior to the meeting held to examine this matter. The employee shall be advised of the right of representation prior to any such meeting or conference, as described above.

Once initial notification has been made for any particular incident or event, additional notices of representation rights for meetings and conferences held in connection with that particular incident or event need not be given so long as the purpose of follow-up meetings and conferences is made known to the employee prior to their occurrence.

- C. Excluding instances warranting immediate suspension of an employee, no disciplinary action may be taken without the employee having first been afforded the opportunity to meet with the appropriate building or District administrator, and discuss the situation having given rise to the disciplinary action. In instances of immediate suspension, a meeting shall be held to discuss the situation as soon after the suspension as possible.
- D. The District agrees to follow a policy of progressive discipline which minimally includes warning, reprimand, suspension, and discharge as a final and last resort. Any disciplinary action taken against an employee shall comply with the principles of progressive discipline. Any disciplinary action shall be appropriate to the behavior which precipitates such action.
- E. Complaints against an employee shall be promptly called to the attention of the employee.
 - 1. No disciplinary action shall be taken upon any complaint from a parent and/or student to a building administrator toward an employee nor shall any notice or documents related thereto be included in said employee's personnel file unless such matter is reported within ten (10) employee employment days in writing to the employee concerned. If a complaint is received during the last ten (10) employee employment days of the school year or during summer months, the notice of receipt of complaint shall be sent by certified mail within fourteen (14) days.
 - 2. No disciplinary action shall be taken upon any other complaint toward an employee nor shall any notice or documents related thereto be included in said employee's personnel file unless such matter is reported within twelve (12) employee employment days in writing to the employee concerned. If a complaint is received during the last twelve (12) employee employment days of the school year or during summer months, the notice of receipt of complaint shall be sent by certified mail within sixteen (16) days.
 - 3. No complaint or information related thereto may be used as the basis for, or as evidence in, any disciplinary action against the employee unless the provisions of E (1.) or E (2.) have been followed.

- F. In all disciplinary actions against employees, the individual employee so affected will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes. The employee must provide written notification of the appeal procedure selected to the Deputy Superintendent within forty-five (45) calendar days if the grievance procedure is selected, or within ten (10) days of notification of disciplinary action if the statutory procedure is selected.
- G. Letters of direction shall not be considered disciplinary actions. If an administrator chooses to retain a letter of direction, it shall be kept in the employee's personnel file. At the request of the employee, a letter of direction shall be removed after it has been in the file for three (3) years, if no further similar or related incidents have arisen, and been documented in writing.

Section 4 - Academic Freedom and Professional Prerogative

- A. Academic Freedom shall be guaranteed to employees, and no special limitation shall be placed upon reasonable free flow of ideas for exchange and development within the academic community.
- B. Employees acquire and use specific knowledge about students' cultural, individual, intellectual, and social development and use that knowledge to adjust their practice by employing strategies that advance student learning. The teacher uses content area knowledge, learning standards, appropriate pedagogy, and resources to plan and deliver curricula and instruction to advance student learning.

Employees shall have the right to select supplemental methods and materials used for the instruction of students, consistent with board policy, standards-aligned district curriculum, and state standards. Teachers may exercise professional judgment (i.e., expertise, insight and creativity) in determining assessments, as well as when and how to adapt or modify lessons and materials to meet the diverse learning needs of students.

The parties agree that collaboration and consistency of curriculum across the district is an important goal. Therefore, implementation guides are important living documents that should be developed in collaboration by both parties to help teachers implement district curriculum and state standards across the district. It is understood that individual school teams, in collaboration with district teaching and learning administrators, may need to alter implementation guides to meet the diverse needs of their students. However, implementation guides cannot be changed in a way that reduces student access to a rigorous standards-aligned curriculum.

- C. No mechanical, electronic listening or viewing devices other than the intercom systems shall be installed by the District in any classroom or assigned work space or brought in on a temporary basis which would allow a person to be able to listen, record or view the procedures in any class or assigned work space, except by written permission of the employee.
- D. Controversial issues arising from classroom situations and subject matter may be discussed and explored in the classrooms throughout the District. Controversial issues arising in the normal classroom situation shall be handled as a regular aspect of instruction and learning guided by those factors which establish regular curriculum.
- E. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.

Section 5 – Employee Files

Personnel File

The District shall maintain a personnel file for each employee. This file will exist in an electronic as well as a hard copy format. Whenever possible, the electronic file will store electronically processed information/forms initiated by either the employee or the district. These will include but not be limited to initial employment application and subsequent applications for other positions/roles, employment contracts, certification and transcripts.

The hard copy file may continue to be used for storage of information/forms that are not able to be completed or stored electronically. Whenever possible, the district will convert documents within the hard copy file to the electronic file while following state regulations. Otherwise, the hard copy file and non-converted records will remain in their current format. Derogatory information shall only be placed and stored in hard copy files. No other personnel file shall be kept anywhere in the District.

It is understood and agreed by the parties that listings and objective forms which include an employee's name and objective data shall not be construed to be a part of the contents of any personnel file. Such listings and forms shall be limited to the following:

Affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorizations for withholding from pay and employee withholding exemption certificate.

Employees will have access to their electronic personnel file at all times. Should an employee make a request to view their hard copy personnel file, the District shall make available, at the District administrative office, information from such listings and forms that pertain to said employee. At the employee's option, another person may be present at the review of the employee's personnel file and records. Upon request by the employee, a Director of Human Resources (or designee) shall prepare an inventory sheet to verify the file contents at that time.

The hard copy personnel records of an individual certificated employee shall be available for inspection by and not withheld from said employee, during normal working hours. Records are available for inspection between office hours of 8:00 a.m. and 5:00 p.m. during the work week. Appointments by phone or letter may be arranged for another time if a Director of Human Resource's schedule or the employee's schedule is in conflict. A Director of Human Resources, or his/her designee, is to be on site and in attendance when personnel records are inspected. Upon request, copies of any documents, including one (1) copy of transcripts each year, contained therein shall be afforded the employee at no cost to the employee.

Notice of the inclusion of derogatory information in the personnel file will be given the employee upon entry, and the employee shall be allowed to include his/her own short, concise comment to such derogatory statement. At the request of the employee, derogatory statements shall be removed after they have been in the file for three (3) years, if no further similar or related incidents have arisen, and been documented in writing. Derogatory information will only be placed and stored in the hard copy personnel file.

Evaluation File

In addition, the employee's assigned evaluator may keep an evaluation folder which will include working notes and evaluation forms only. No such materials shall be maintained in said folder unless a copy has been provided to the employee. Said folder will be kept in a secure place and be open for inspection only by the employee at any time during the work day. At the employee's option, another person may be

present during review of said folder. A copy of completed evaluation forms shall be transferred to the employee's personnel file before the end of each school year, provided the evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as he/she continues as the evaluator for that employee. Once an evaluator is no longer the evaluator of a particular employee, all copies of working notes or completed evaluation forms will be destroyed or transferred to the employee's personnel file at the District office.

Computer-stored information is not to substitute for, or be considered a part of, either the personnel file or evaluation folder referenced by this Agreement. No computer-stored information shall be used for disciplinary or evaluative purposes unless such information has been entered in writing into the personnel file or evaluation folder as appropriate, and unless the employee has received a copy of any such material prior to its use for disciplinary or evaluative purposes.

Grievance File

A separate hard copy file for processed grievances shall be kept apart from the employee's personnel file, and shall be open for inspection by the employees.

Section 6 - Employee Protection

Industrial Insurance (L&I) Benefits:

The District shall protect and hold harmless any employee from any action, claim or proceeding instituted against him/her arising out of the performance of duties for or employment with the District and hold him/her harmless from any expenses connected with the defense, settlement or monetary judgment from such actions, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

Any case of assault upon an employee or by an employee shall be promptly reported to the building administrator. The administrator shall promptly render assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

The District shall provide protection under the provisions of its insurance policy for loss or damage to personal property of school employees while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, when that is deemed necessary by the employee. The limit of liability hereunder shall be \$2,000 per employee for each such claim.

The District or its insurer shall reimburse an employee for any loss of or damage to personal property necessarily used in the course of his/her duty when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:

- A. For District coverage as provided above, such personal property must be registered with and approved by the building administrator prior to use.
- B. There must be proof submitted that the employee either has no insurance or that his/her insurance does not cover the damage or loss in question. An employee must exhaust his/her own insurance recovery under this provision.
- C. There must be filed with the District Business Office immediately after the loss or as provided in the District insurance policy, whichever is later, a claim for reimbursement.
- D. The limit of liability shall be \$2,000 for any one claim.

Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance benefits in the form of time-loss payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's regular salary (under no combination of the above shall an employee be paid greater than their current salary amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss payments. Under the first option, deductions from accumulated sick leave will be made on the same pro rata basis.

Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Industrial Insurance Award) for the balance of the school year and then shall be entitled upon verification of a physician of the employee's physical ability to perform to return to service by the immediate beginning of the following school year. Employees injured on the job shall not be excluded from leave options described in Article VI.

Section 7 - Employee Safety

A. Compliance with Law

The District shall comply with state and federal laws pertaining to employee safety and health. Employees shall be expected to exercise reasonable care with respect to the safety and health of pupils and the safety of property.

B. General Employee Protection

The District shall provide a work environment free from unsafe, unhealthy or hazardous conditions. All employees will endeavor to avoid employment practices that would create hazards for themselves and others.

C. Inappropriate Behavior Directed Toward Employees

The District will be responsible for providing a safe and secure working environment for all employees. The District does not expect its employees to tolerate abusive, intimidating, threatening, or harassing behavior whether in a verbal, written, or electronic form from any student, parent, guardian, District employee, or other person (per MSD Board policy and procedures, Civility 4313, Appendix FF). The District will support an employee faced with such behavior in at least, but not limited to, the following ways:

1. If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee has the right to contact an administrator or school security and ask to have the individual removed.
2. When an employee is faced with communication of an abusive, intimidating, threatening or harassing nature, the employee shall inform the building administrator who will assist in resolving or responding to the issue.
3. Staff that believe the Civility policy 4313 (Appendix FF) has been violated should contact their building administrator or a Director of Human Resources for assistance in resolving the matter.

- D. The District recognizes the right of an employee faced with such behavior to report the matter to proper law enforcement personnel who can investigate possible violations of state law, including, but not limited to RCW 28A.635.

Section 8 - Student Discipline

The parties agree that student discipline is a mutual responsibility of the staff and administration and that such discipline must take into consideration student learning differences, diversity of background, and the physical, emotional, and psychological needs of the student. The District administration and Board shall support and uphold its employees in their use of prudent, legal, and reasonable disciplinary measures. To assist employees in their exercise of such disciplinary efforts, the District shall:

- A. Distribute to each employee the District's current "Students Rights and Responsibilities" booklet at the beginning of the school year.
- B. With staff involvement, each building principal will establish a written procedure for student discipline referrals when the principal is not available. The administrator and employees in each school will confer at least annually in order to review written school and District disciplinary standards and to discuss uniform enforcement of those standards including application to special education students.
- C. Recognize and support an employee's use of such reasonable force as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from destruction or theft.
- D. Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take disciplinary action to correct a student who disrupts normal classroom activities, abuses or insults a teacher as prohibited by law, willfully disobeys a teacher, uses abusive or foul language directed at a District employee, school volunteer, or another student, violates school rules, or who interferes with an orderly education process.
- E. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student.
 - 1. Where such recommendations are made but not followed, the District shall provide the employee with a summary of the action or actions taken or not taken and the reasons therefore.
 - 2. Upon request, employees shall be provided with a detailed procedure and timeline describing the District suspension/expulsion student appeal process, including any required action on the part of school administration as part of this process.
 - 3. For students under long term suspension or expulsion, a reengagement meeting with the student and family, and the principal (or designee), shall occur prior to the student's return to school for the purpose of establishing a reengagement plan that allows for student success. Involved teachers will be invited to attend the reengagement meeting.
- F. Recognize an employee's right to be notified by the Principal:
 - 1. Whenever said Principal has been notified that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
 - a. A violent offense;

- b. A sex offense;
 - c. Inhaling toxic fumes;
 - d. A controlled substance violation;
 - e. A liquor violation;
 - f. Assault--physical harm;
 - g. Kidnapping, unlawful imprisonment, and custodial interference;
 - h. Harassment; and
 - i. Arson, reckless burning, and malicious mischief.
2. Whenever said Principal learns that a new student at the school or a student already enrolled at the school has a history of violent behavior and/or a history of serious disciplinary matters that have resulted in long term suspensions or expulsions.

The notification(s) referenced in paragraph 1 and/or 2 herein shall be made within a reasonable period of time, and if time permits prior to the student's entry into the teacher's classroom. The classroom teacher shall be provided access to the student's records relevant thereto, unless otherwise restricted by law.

- G. Recognize and support an employee's right to temporarily remove a student from a class or activity and direct such student to a designated site consistent with building discipline procedures and with the following:
- 1. Except in emergency circumstances, the teacher, before temporarily removing a student, must first attempt one (1) or more alternative forms of corrective action.
 - 2. Such temporary removal may be for all or any balance of the school day, or up to the following two (2) days.
 - 3. In no event, without the consent of the teacher, may an excluded student return to the class or activity period until the Principal or his/her designee and the teacher have conferred.
 - 4. In such instances of temporary removal, the employee has the right to be consulted with regard to the facts of the situation and any actions to be taken with the student, including recommended suspension or expulsion.
- H. Take no final action on an employee referred student discipline case without consultation with the employee involved.
- I. Notify the employee immediately in any instance in which a student or parent instigates any grievance procedure (formal or informal) relative to any student disciplinary matter in which the employee may be involved and keep all involved employees apprised of the status and disposition of all student disciplinary appeals, including appeals of suspension or expulsion.
- J. Recognize the right of any employee involved in any formal, student disciplinary hearing or appeal to have his/her own representation.
- K. Notify employees when a student is suspended and for what reason. If the District believes the student may retaliate due to any form of discipline with violent behavior, employees at the building will be notified.
- L. Not assign a student committing an offense under Chapter 9A.36, 9A.40, 9A.46, 9A.48 RCW, when the activity is directed toward the teacher, to that teacher's classroom for the duration of the student's attendance in the District.

Section 9 - Individual Employee Contracts

The District shall provide each employee a written contract with all assignments indicated therein and in conformity with Washington State law, State Board of Education regulations and this Agreement. All supplemental duties and assignments shall be in the form of a supplemental contract.

Employee contracts shall be distributed as soon as possible each school year.

Copies of Contract

One (1) copy of a contract shall be given to the employee each year for signature. The employee may make a copy for his/her records, however, the original shall be forwarded to the Human Resources Department and placed in the employee's personnel file.

The individual employee contract shall be executed on the standard "Form C-5, State of Washington, Superintendent of Public Instruction, Certified Employee's Contract," for continuing employees and with an appropriate notation for provisional employees, with the addition of the following:

Said employee shall receive employee benefits from and shall be subject to terms of the collective bargaining agreement as negotiated in conformity with the Educational Employment Relations Act or as otherwise provided by Washington State Law.

Length of Contract

The length of the regular employee contract shall be one hundred eighty (180) days or one hundred eighty two (182) days for first-year employees, except that the regular contract for the following positions shall have the additional number of days available:

Librarians/Media Specialists	10 days
Secondary Counselors	12 days
Nurses	5 days
Psychologists	10 days
SLP, OT, and PT	5 days
Career and Technical Education & ELL	As determined by program
Special Education Teachers	3 days

In addition to the contract days listed above, the District may offer extended contract days to employees. Extended days shall be offered in the form of a supplemental contract.

Any contract extension over one hundred eighty (180) or one hundred eighty two (182) days, including the above listed positions, shall be computed 1/180th or 1/182nd of that employee's contract pay for each additional day.

One half of one (1) extended day for special education staff is dedicated to in-service activities coordinated by the Director of Special Education.

With permission of the Director of Special Education,

- a. Special Education teachers may schedule the remaining portion of the three (3) days during a school vacation, a holiday or on a weekend during the school year, on or off site;
- b. Psychologists may schedule three (3) of their respective days during a school vacation, a holiday or on a weekend during the school year;
- c. Nurses may schedule two (2) of the five (5) days during a school vacation, a holiday or on a weekend during the school year;
- d. SLPs, OTs, and PTs may schedule the remaining portion of the five (5) days during a school vacation, a holiday or on a weekend during the school year, on or off site.

Section 10 - Supplemental Contracts

In addition to the basic contracted days agreed to in Section 9 above, the District may offer supplemental days and/or work to be separate and apart from salaries reported to the State for determining District salary compliance. Non-renewal of a supplemental contract will not constitute an adverse change in an employee's continuing contract status and will not be subject to arbitration. Supplemental contracts will not exceed one (1) year in length, are subject to collective bargaining, and are not payment for services that are part of the basic education program.

Employees whose supplemental contracts require them to start work prior to the effective date of the new contract, shall nevertheless, be considered to be working under the new contractual agreement.

Supplemental contracts for co-curricular assignments shall be offered to current certificated employees. If no qualified and willing certificated employees are available, then the position may be filled from outside the District by an individual possessing the required certificate. All co-curricular job openings will be posted in each school in keeping with current practices.

Supplemental day contracts shall be computed at the employee's per diem rate.

Contracts in excess of 1.0 FTE

Prior to offering additional FTE to a 1.0 FTE employee the District will:

- A. Post the vacancy and seek qualified internal (part-time) employees and external candidates.
- B. Examine the master schedule to determine if internal staffing assignments can be altered to resolve the additional FTE need.
- C. The District shall advise the Association President when an employee is requested to accept any increase above a 1.0 FTE contract (up to a maximum of an additional .2 FTE, or 1.2 FTE total) so that the Association may confer with the employee as necessary.

This does not apply to elementary specialists who provide band or orchestra instruction.

Section 11 - Assignment, Vacancies and Transfer

A. Definitions

For the purpose of this section the terms below shall be defined as follows:

1. TRANSFER - A "transfer" shall mean a move by an employee from one school to another.
2. VOLUNTARY TRANSFER - A "voluntary transfer" shall mean a transfer that an employee requests.

3. INVOLUNTARY TRANSFER - An "involuntary transfer" shall mean a transfer that an employee has not requested.
4. ASSIGNMENT - An "assignment" shall mean the placement of an employee in a particular grade level, subject area, or specialty area within a building.
5. REASSIGNMENT - A "reassignment" shall mean a change in an employee's assignment within a building/program regardless of an employee's FTE. Reassignments are at the discretion of the building/program administrator and not subject to the transfer provisions herein. The elementary specialist positions of Teacher-Librarian, Music and any PE positions more than .5 FTE are not subject to reassignment.
6. VACANCY - A "vacancy" exists (i) whenever an employee resigns, retires, is discharged, non-renewed or transferred, and (ii) the District intends to place a continuing contract person in the former employee's position. A vacancy also exists when a new position is created by the District. A vacancy does not include a position vacated by an employee on a leave of absence.

B. General

Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas, unless otherwise provided in this Agreement.

The assignment, vacancy and transfer provisions included herein (Article IV, Section 11) shall apply to all certificated teachers (general education) and School Counselors/ESS's.

C. Notice of Tentative Assignment

Employees shall be notified no later than June 1 of their tentative assignment for the ensuing school year, including teaching programs and special assignments.

D. Voluntary Transfer

1. At the first LMC meeting of each school year, the District and Association will identify and communicate the specific transfer posting dates for vacancies for the following school year. These posting dates will be sent via email to all certificated employees from the Human Resources Department. A list of known vacancies will be posted on the District's website and sent by e-mail to the Association according to the agreed upon schedule.
2. Employees wishing to apply for any of the posted vacancies must apply on-line within three (3) school days after the posting date. The end of this time period shall be referred to as the "transfer closing date."
3. Within seven (7) school days of the "transfer closing date", the Principal or supervisor will review the transfer request, arrange for an interview, if necessary, and fill the position according to the selection criteria outlined below or exercise the set aside provision.
4. Prior to the next transfer posting dates in March, April or May, or within ten (10) school days after a transfer closing date in June, July or August, the transfer applicant will be notified of the decision of his/her transfer request. (See also paragraph 10, herein.)
5. When vacancies occur during the summer months, the following procedure, in addition to the other procedures outlined herein, shall be observed:

- a. Employees with specific interests in possible vacancies must notify the Human Resources Office of their interest in writing during the last regular week of school and in no event later than June 30. The notice shall include a summer address and telephone number as well as an alternative phone number where the employee can be contacted.
 - b. When a vacancy occurs during the summer and an employee has expressed a transfer interest in a position similar to the vacancy, the Human Resources Office shall make all diligent efforts to notify the employee.
 - c. The employee shall indicate to the Human Resources Office whether they are interested in the specific vacancy when notified. All interested employees will be considered for the position pursuant to the criteria outlined in this section.
6. The Association and District recognize that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. In such cases, the vacancy may be filled on a temporary basis until the end of the school year, at which time the position will be considered vacant and posted in accordance with these provisions. Should the District decide to fill the vacancy on a regular rather than temporary basis, then all other provisions of this paragraph D shall apply.

7. Criteria for Filling

All vacancies shall be filled on the basis of qualifications identified in the vacancy posting. Additional “preferred” qualifications may be determined by the District, but are not required for placement in a position. Employees with a .5 FTE or greater contract who possesses the qualifications to fill a vacancy shall be treated similarly. Preferred qualifications will be special or unique qualifications directly related to the vacancy.

Employees that wish to be considered for a transfer position but do not meet all of the position qualifications should also apply during the transfer posting timeline. Such employees will be considered for the position if the position is not filled by a transfer.

- a. Disciplinary material concerning the employee's interaction with students and documented by the District in the employee's personnel file may disqualify an employee from a voluntary transfer.
- b. Employees that have received a growth plan in the current or previous school year, or unsatisfactory final evaluation in the previous year, are not eligible for a voluntary transfer.
- c. Employees with five or more years of experience who have received a summative evaluation rating of unsatisfactory or basic in the previous year are not eligible for a voluntary transfer.
- d. Provisional employees who have been notified by March 1 of possible nonrenewal are not eligible for transfer.

8. Seniority

When two (2) or more employees meet the qualifications for a vacancy, the most senior employee shall be assured the position.

Seniority shall be defined as District years of service.

When two or more qualified employees have the same seniority for a transfer to a vacancy, the position shall be given to the employee who meets the following criteria in priority order:

- a. Washington State experience;
- b. The greater number of quarter equivalents of college credit/clock hours per transcripts on file with the District;
- c. The person chosen by lot.

9. Set Aside Provision

- a. The District may set aside the seniority transfer provision above for 1.25% of bargaining unit positions each school year provided that the above provisions are followed for all other vacancies. The District will notify the Association, in writing, when the seniority transfer provision above is to be set aside.
- b. In the event a specific employee requests a transfer to three (3) or more vacancies and the District intends to use the set aside provisions herein, the District will be charged a maximum of two (2) set asides from its 1.25% in order to set aside the seniority transfer rights of the specific employee for all of the vacancies. This provision is limited in applicability to two (2) consecutive years for a specific employee.

10. Notification of Request Results

The Superintendent or his/her designee shall notify, in writing, each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request.

11. Assistance in Making Move

Upon request, the District will provide transportation of employee materials to the new site for a transferred employee

E. Intra-District Voluntary Staff Exchange

With approval by both staff members and their administrators, two (2) staff members may exchange job positions for one (1) school year. Such exchanges are temporary and each staff member will be considered placed at their original school for the following year's staffing. After the year, if all four (4) parties agree, the transfers can become permanent placements.

F. Involuntary Transfer

1. Priority to Volunteers

When the District has determined that an involuntary transfer may be necessary from:

- a. a specific elementary grade level or

- b. a specific grade level or subject area at a middle school or
- c. a specific grade level or subject area at a high school, the District will first solicit volunteers within that grade level or subject area.

2. Application of Seniority

Once the District has determined it may be necessary to involuntarily transfer an employee from a specific grade level or subject area within a school because of the need to balance class sizes or caseloads caused by enrollment variables and or to meet staffing needs due to new school openings, reorganization, or school closings,

- a. the least senior employee from the identified grade level or subject area who meets the minimum qualifications for the transfer position shall be chosen if the transfer becomes necessary after the beginning of the school year, or;
- b. if the transfer becomes necessary prior to the beginning of the school year, the least senior employee from the identified building who meets the minimum qualifications for the transfer position shall be chosen.

For purposes of involuntary transfer, seniority shall be defined as service in the Mukilteo School District and, if equal, then service in the State of Washington will serve as the tie-breaker. In the case of a further tie, the employee with the fewest number of quarter equivalent college credits per transcripts on file with the District shall be transferred. In the case of a further tie, the person shall be chosen by lot.

3. Seniority Exception

The District may involuntarily transfer up to 1/2% of bargaining unit employees per school year for causes not specified in paragraph 2, above, and without regard to seniority.

Further, in the event a building administrator has a concern regarding an employee's professional performance and/or professional interactions, the building administrator must meet with the employee to discuss the issues and jointly seek resolution of such concerns. In the event such concerns are not resolved, the building administrator shall contact the appropriate Executive Director and Association President to review such concerns with all parties and discuss potential solutions.

4. Consecutive Transfers

Regardless of any other provision herein, no employee shall be involuntarily transferred more than once in three (3) years.

5. Notice

The Superintendent or his/her designee shall notify the affected employee in writing of the reason(s) for such transfer before the change is to become effective. When the need for a transfer is known prior to the start of the school year, at least ten (10) days written notice will be given to the employee who is to be transferred. In circumstances requiring transfers after the start of the school year, notice will be provided as soon as possible. The transfer shall occur as soon as possible after consultation between the affected employee and the District with at least two days prior notice.

6. Assistance in Making Move

Two (2) days of released time or additional compensation paid at per diem will be given the employee who is making an involuntary transfer. The District will provide transportation of employee materials. The provisions of this paragraph shall also apply to those employees who volunteered for a transfer as a result of paragraph F. 1, above.

7. Preference to Return

Employees who are transferred will be given preference on returning the following year to the position from which they have been transferred.

G. Boundary Changes

The District will notify the Association President, in writing, of the Board's intent to modify the staffing patterns in a school as result of any boundary changes. The President may consult with the Superintendent or designee regarding the potential impact on certificated staff in the affected schools.

Section 12 - Special Education Assignment, Vacancies and Reassignment

A. Definitions

For the purpose of this section the terms below shall be defined as follows:

1. BUILDING – Special Education has two “buildings”: elementary and secondary
2. ASSIGNMENT – An “assignment” shall mean the placement of an employee within a particular “building.” Assignments are at the discretion of the special education director.
3. REASSIGNMENT - A “reassignment” shall mean a change in an employee’s assignment to a different “building.”
4. VACANCY - A “vacancy” exists,
 - a. whenever an employee resigns, retires, is discharged, non-renewed or transferred, and;
 - b. the District intends to place a continuing contract person in the former employee’s position. A vacancy also exists when a new position is created by the District. A vacancy does not include a position vacated by an employee on a leave of absence.

B. ESAs

The following shall apply to the assignment or reassignment of ESAs (SLPs, OTs, PTs, Nurses, and Psychologists):

1. Prior to hiring any additional ESAs, the District will offer its part-time staff the additional FTE based on seniority unless the specific assignment of the additional FTE results in inefficient use of service time.
2. By April 1, employees shall be provided the opportunity to advise the Director of Special Education or designee of employee preferences for positions/assignments that may become available before the next school year.
3. The Director of Special Education or designee shall consider employee preferences when an opening exists, and shall notify, in writing, each teacher whose request(s) for a new assignment was not granted and the reason(s) for not granting the request(s).

4. One (1) day of released time or additional compensation paid at per diem will be given to the teacher who is making an involuntary reassignment which requires moving their office to a new worksite. The District will provide transportation of an employee's materials for a voluntary or involuntary move to another worksite.

C. Special Education Teachers

The following shall apply to the assignment or reassignment of special education teachers:

1. By April 1, teachers shall be provided the opportunity to advise the Director of Special Education of their preferences for positions/assignments that may become available before the next school year.
2. The Director of Special Education shall consider teacher preferences when an opening exists, and shall honor a request of each teacher when requests are made within "building" except when: there are multiple requests for one or more positions; a teacher has been on a growth plan in the current year; or in up to three cases the director can deny a reassignment request. To the extent possible, employees shall be notified of the decision of his/her reassignment request by May 15th.
3. In the event a request is not honored for a specific opening, the director shall notify, in writing, each teacher whose request(s) for a new assignment was not granted and the reason(s) for not granting the request(s).
4. No special education teacher shall be reassigned to a different "building" without their consent.
5. Two (2) days of released time or additional compensation paid at per diem will be given to the teacher who is making an involuntary reassignment to a different worksite. The District will provide transportation of teacher materials for a voluntary or involuntary move to another worksite.
6. An employee who has been working in the capacity as a special education teacher for at least three years within the district, and who possesses the certification and/or endorsement required to fill a vacancy in general education, may seek a voluntary transfer consistent with Article IV, Section 11D.

Section 13 - Resignation

An employee under a signed employee's contract for the current or following school year shall be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the Superintendent's office.
- B. A release from contract prior to May 10 for the succeeding school year shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract after May 10 for the succeeding school year shall be granted provided a satisfactory replacement can be obtained, or the Board approves such release because of emergency circumstances.
- D. A release from contract shall be granted upon the employee's request in case of illness or other conditions which makes it impossible for the employee to continue in the District.

- E. A release from contract during the current year may be granted at the discretion of the Board.

Section 14 - Security of Bargaining Unit Work

The District shall employ only individuals who have earned a valid certificate for positions that require such certificates in accordance with state law and Washington Administrative Code regulations in effect on the effective date of this Agreement.

Section 15 - Professional Involvement

Within areas of professional expertise where decisions are made which significantly alter the instructional environment, employees may desire to contribute to the educational program of the District by participating actively and constructively in various District-level and building level committees. A process shall be established to provide for participation either directly or through representation. Participation on such committees shall be voluntary.

ARTICLE V - MANAGEMENT RIGHTS

Section 1 - Management Rights and Responsibilities

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington, and of the United States, including, but without limiting the generality of the foregoing rights:

- A. To the executive management organization and administrative control of the District and its properties and facilities;
- B. To direct the work of its employees, determine the time of daily operation and determine the kinds of services to be provided;
- C. To hire and evaluate all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such employees;
- D. To establish educational policies, goals and objectives; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of any emergency. An emergency is defined for the purpose of this Article as a clear and present danger to the health and safety of students and employees and the protection from immediate threat to District property.

ARTICLE VI - LEAVES

Section 1 - Illness, Injury and Emergency Leave

- A. At the beginning of the school year, each employee shall be credited with an advanced leave allowance hereunder of twelve (12) days with full pay to be used for absence caused by emergency (defined as a sudden or unanticipated event or set of circumstances where pre-planning could not relieve the necessity for the employee's absence excluding the conditions of weather, place of residence, and/or mode of transportation to and from work), illness, injury, poor health, maternity, or other disability, as authorized by law.
1. Leave under this Section shall also be granted for emergency illness or personal injury accident to a member of the immediate family or to any member of the household.
 2. For full year part-time employees, the days granted shall be of a length in proportion to the part of full time worked. Employees who worked for only a portion of a school year shall be granted a pro rata amount of sick leave days.
 3. Each employee's portion of unused leave allowance hereunder shall accumulate from year to year.
 4. After five (5) consecutive leave days hereunder, the District may require reasonable proof for absence.
 5. For employees contracted less than a full school year and/or contracted as part-time employees, the twelve (12) days shall be prorated, based on the employee's FTE contract.
 6. In the event an employee should terminate employment having used, because of advance crediting, more leave days than he/she is entitled to, adjustment to salary due but unpaid or procedures for repayment, will be implemented by the District as appropriate.
 7. Full time employees may use their accumulated sick leave in either full day or half day increments.
- B. An employee reporting an illness and/or requesting a substitute shall submit the information through Aesop in a timely fashion.
- C. An employee who is absent because of County Health Department quarantine restriction from the work site as verified by a physician will be subject to the following conditions:
1. If the employee is ill, sick leave will apply.
 2. If the employee is not ill and has a bona fide medical or religious exemption from immunization, or if said employee upon quarantine promptly obtains immunization, the employee will be assigned an alternate work site.
 3. If the employee does not fit either category A or B, above, the employee will be on leave without pay or benefits.
- D. At the end of each school year, the District will provide each employee with an accounting of his/her accumulated leave hereunder and all transactions concerning their leave days within that time period.

E. Upon return to employment with the District, any former employee shall be credited with the balance of unused leave hereunder accumulated at the time of termination of his/her employment with the District.

F. An employee who has exhausted accumulated leave hereunder and who is unable to perform his/her duties because of illness or other disability will be entitled to leave, without pay, for the period of disability up to one (1) year. Extension of such leave beyond one (1) year shall be at the sole discretion of the Superintendent. An employee granted such leave without pay shall be entitled to return to service after giving ten (10) days written notice to the Superintendent and with written permission of his/her physician; provided that, if the District has contracted for a replacement for said employee, return to duty shall not take place until the expiration of the replacement employee's contract.

G. Accumulated Leave Cash-Out

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option, upon written notice to the employer to receive remuneration for unused leave in February for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. The amount of the remuneration will be calculated in accordance with WAC 392.136.015. The number of sick days an employee is eligible to convert is the number in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by leave policies of the district (a maximum of twelve days per year) and subtracting the number of sick days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.

At the time of separation by any employee from school district employment due to retirement, death or at the time of resignation by TRS Plan 2 or TRS Plan 3 members who meet the requirements set forth in WAC 392.136.020. ii(a) and ii(b) an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury up to legally authorized maximum accrual.

H. Leave Sharing

This provision is to set forth a permissive shared leave program, consistent with law, which permits employees to donate sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

1. "Sick leave" means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies provided in this Agreement.

2. "Employee" means any employee entitled to use and accrue sick leave.

3. "Leave recipient" means a current employee who has an approved application to receive shared leave.

4. "Leave donor" means an employee who has an approved written request for the transfer of his/her sick leave to the shared leave program.

5. "Donated sick leave" means the amount of sick leave donated by a leave donor under the shared leave program.
6. "Extraordinary or severe" means serious or extreme and/or life threatening.
7. An employee shall be eligible to receive shared leave under the following conditions:
 - a. The employee's job is one in which sick leave can be used and accrued.
 - b. The employee is not eligible for time loss compensation.
 - c. The employee has abided by district policies regarding the use of sick leave.
 - d. The employee has exhausted, or will exhaust, his or her sick leave.
 - e. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate district employment.
8. An employee may donate sick leave to specific individuals using the following criteria:
 - a. The employee must have accrued more than twenty-two (22) days of sick leave.
 - b. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below twenty-two (22) days.
 - c. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.
9. The District shall determine the amount of shared leave, if any, a leave recipient may receive. However, an employee shall not receive a total of more than a maximum number of days, equivalent to two times the number of days in his/her regular work year. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
10. The District shall require the employee or his or her legal representative, to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
11. An employee shall no longer be eligible to receive shared leave as of the date the Long Term Disability (LTD) carrier notifies the District that the employee's benefit waiting period has been met and the LTD benefits have become payable.

Section 2 – Leaves Related to Childbirth and Childcare

The options contained in this Section are available to an employee with regard to leaves related to childbirth and/or childcare.

A. Childbirth Leave

Childbirth leave refers to the period of temporary disability due to pregnancy and/or the birth of a child by an employee. The length of childbirth leave may vary and is based on the employee's and child's needs as verified by a treating physician.

A pregnant employee may take a leave without pay or use some and/or all of her accumulated illness, injury, or emergency leave to cover temporary disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom. The purpose of this option is to cover only the period of disability and should not be used if the employee desires a longer leave (for childcare leave, see paragraph B. below). Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use consecutively and intends to retain shall be

provided at the time she notifies the District as required below. Leave days for the disability period not covered by illness, injury or emergency leave shall be without pay and benefits unless otherwise required by law.

Except in cases of medical emergency, the employee shall inform the District at least thirty (30) school days in advance of her intention to take leave, and of the approximate time she expects to return to work.

Childbirth leave shall extend no more than thirty (30) work days immediately following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee due to a temporary disability caused by childbirth. Sick leave may be used on contracted calendar year days while on childbirth leave.

B. Childcare Leave

Childcare leave refers to the following circumstances:

1. after the disability period related to pregnancy, or
2. after the birth of a child, or
3. after the adoption of a child, or
4. after acquiring long-term parental guardianship due to the execution of a will or by statute.

An employee may take a leave without pay or use some and/or all of his/her accumulated illness, injury, or emergency leave for childcare leave. Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use and intends to retain shall be provided at the time s/he notifies the District. Employees shall inform the District at least thirty (30) days in advance of their intention to take childcare leave and the date of return shall be set at the time the leave is granted. Childcare leave must be taken within twelve (12) months following childbirth leave, the date of birth of a child, the date of adoption, or the date of acquiring long-term parental guardianship due to the execution of a will or by statute. Childcare leave is not required to be contiguous with the date of the childbirth leave, birth, adoption or long term parental guardianship.

C. Additional Provisions Applicable to All Leaves Contained in this Section

1. Employment shall be guaranteed upon return from any leave contained in this Section and shall be to the employee's former position unless agreed otherwise. Such position is subject to regular provisions of transfer and reduction in force.
2. The leaves contained in this Section which are without pay mean that the employee shall not accrue seniority or salary experience increment during the leave without pay.
3. In any instance in which there may arise a conflict between the provisions of this Section and any law, the law shall take precedence.
4. During any leave contained in this Section which is without pay or benefits, insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.
5. Employees may donate sick leave for the purpose of childbirth and/or childcare leave to a spouse or domestic partner employed by the district in the same bargaining unit as permissible and consistent with WAC 392-126.

Section 3 - State/Federal Family Leave Laws

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

- A. Any additional or improved employee right or benefit required by said laws shall be implemented.
- B. No right or benefit provided in this Agreement shall be eliminated or diminished as a result of said laws unless a current right or benefit is viewed by either party as illegal under said laws. In that event, the District and Association agree to negotiate any required changes in the current Agreement.
- C. The current twelve (12) weeks of guaranteed unpaid leave provided by the Federal Family and Medical Leave Act of 1993 shall be considered to run concurrently with any leave provided in this Agreement that fits the reasons for taking leave under said law.

Section 4 - Adoption Leave

Up to three (3) days adoption leave with pay shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency. Such leave with pay may be extended at the discretion of the Superintendent if travel of some distance is involved.

Section 5 - Bereavement Leave

Up to five (5) days leave with pay will be granted in the event of each death in the immediate family and/or member of household. For this purpose the immediate family is defined to include: mother, father, sister, brother, husband, wife, domestic partner, son or daughter, grandchild and grandparent; a maximum of three (3) days for son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law or brother-in-law and up to two (2) days for funerals of other relatives (aunt, uncle, niece, nephew, first cousin). Familial relationships of a domestic partner shall be equal to those of husband/wife.

In cases of simultaneous deaths, employees shall be provided seven (7) days of leave in addition to the leave referenced above.

In connection with the foregoing, included within each category will be kinship based on step lineage and based on legally designated foster relations who are within the immediate family. Such leave is not accumulative.

In cases of pregnancy loss, up to five (5) days of leave will be available.

In addition to the above, employees shall be entitled to use two (2) days emergency leave per year under Article VI, Section 1 herein for bereavement purposes.

Any additional bereavement leave other than that provided above must be submitted to the Office of Human Resources for consideration.

Section 6 - Jury Duty and Subpoena Leave

Leave of absence with pay shall be granted for jury duty, so long as a qualified substitute for that employee's primary duties, classes and subjects is available. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, or otherwise required to make an appearance in court.

Section 7 - Sabbatical Leave

Sabbatical leaves shall be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years provided that, in cases of double levy election loss and/or funding shortage or where adequate substitute is not available, such leave shall be subject to Board approval. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional ten (10) years in the District.

Any employee desiring sabbatical leave must submit a written request to the Superintendent before April 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested, provide an outline of the activities in which he/she will be engaged and the length of leave. The employee will give a follow up report in the spring of their sabbatical year. Arrangements will be made through the Executive Director of Teaching and Learning.

An employee on sabbatical leave shall receive fifty percent (50%) salary but will receive all other employee benefits he/she would have received if he/she had remained on active duty exclusive of extra-curricular assignments.

Employees granted sabbatical leaves shall agree to return to regular service in the District upon the expiration of their leaves for a period of at least two (2) years. Upon completion of two years of employment with the District following the sabbatical year, the recipient shall be considered free of any obligation to the District in connection with the receipt of the sabbatical stipend. If an employee does not return to regular service with the District at the expiration of the leave, exclusive of involuntary layoff or termination, all salary paid during the leave shall become due and payable to the District by September 1 of the year the employee does not return to the District. If the employee fails to fulfill or is unable to fulfill the terms/purpose of the sabbatical leave due to exigent circumstances, he/she shall notify the District as soon as reasonably possible. The parties shall meet and determine an appropriate resolution that may include full or partial repayment of the sabbatical salary.

Should a sabbatical recipient be obligated to reimburse the District under the conditions of the above paragraph and be unable to repay the full amount on the date due, he/she may elect to repay the amount over a period of up to five (5) years with interest on the unpaid balance. Terms and conditions of repayment will be individually arranged with the recipient and District administration with the stipulation that interest shall not exceed the current bank interest rate per annum.

If an employee should die or become permanently disabled while on sabbatical leave, no repayment of salary paid while on leave shall be required.

In case the employee is granted a sabbatical and then receives a scholarship, fellowship, assistantship or other such grant for the same school year, the total compensation from the two sources shall not exceed the salary he/she would receive if under contract with the Mukilteo School District for the negotiated number of employee days.

Recipients of scholarships, etc., for up to one (1) full year which would not involve the District in any financial obligation shall be considered under leave of absence rather than sabbatical leave.

Sabbatical leave may not be taken subsequent to an extended leave in the prior year. An extended leave is defined as a leave in excess of twenty (20) consecutive work days.

No more than one-half of one percent (.5%) of all employees shall be granted sabbatical leave during any school year. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.

If more than one-half of one percent (.5%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by the Superintendent.

Section 8 - Personal Leave

- A. Leave with pay will be granted for personal affairs that require the employee to be absent during the regular working day. The employee shall not be required to state reasons for the leave beyond the term "personal." No more than two (2) days of leave shall be granted under this paragraph to any one (1) employee in any school year.

Personal leave shall not be used on the last week of the school year or to extend any holiday, vacation or other leave except under the following terms:

- Up to 27 employees shall be granted personal leave on a first come, first serve basis.
- The use of personal leave by an employee is limited to one time during the year.
- The use of personal leave for such extensions cannot be used on both ends of a holiday, vacation, or other leave.
- There shall be a limit of three (3) consecutive personal leave days that can be used to extend a holiday, vacation or other leave.
- Employees shall be limited to one (1) day of personal leave during the last week of school except in extenuating circumstances as approved by Human Resources.
- Employees shall submit their personal leave request for these restricted periods through Human Resources. The District will review the requests, determine approval per guidelines herein, and notify the employees.

- B. At the end of a school year, unused personal leave will accumulate automatically to a maximum of three (3) unused personal days. An employee who accumulates one (1) day will start the new year with three (3) personal leave days; an employee who accumulates two (2) days will start the new year with four (4) personal leave days; an employee who accumulates three (3) days will start the new year with five (5) personal leave days. The cash-out rate for personal leave will be \$165 per day or current daily substitute rate, whichever is higher.

1. Accumulated personal leave in excess of three (3) days per year will be automatically cashed-out at the end of every year at the rate of \$165.00 per day or current daily substitute rate, whichever is higher.
2. Accumulated personal leave balances of up to five (5) days will be cashed out at the rate of \$165.00 per day or current daily substitute rate, whichever is higher upon separation from service with the District.
3. Plan 1 members shall not be eligible for cash out of personal leave during the two (2) highest years of compensation prior to retirement. Should Plan 1 members cash out their personal leave during either or both of those two (2) years, the District shall recover the amount paid.

- C. The employee shall notify the District substitute office as soon as possible when taking personal leave but no later than twenty-four (24) hours in advance of such leave. In the event the

employee will be taking personal leave in excess of two (2) days, the employee shall notify the District no later than seventy-two (72) hours in advance except in exigent circumstances.

Section 9 - Government Leaves

Up to one (1) year leave of absence without pay may be granted to serve in, or to campaign for, an elected or appointed local, state or national governmental office except Mukilteo School District Board of Director elections. The request must be submitted in writing before April 1 preceding the year in which the leave will occur. Extensions of such leaves for a successive period of time or approval of such a leave for or during a second or more consecutive year shall be subject to Board approval. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.

Section 10 - Foreign or Domestic Exchange

A leave of absence will be granted for teaching either as a foreign or domestic exchange, so long as an adequate replacement is available.

- A. A written notice of intent to apply for a foreign or domestic teaching leave of absence shall be submitted to the Superintendent by February 1. All final arrangements, including a final request for leave and any other pertinent documents, such as credentials of the exchange employee, shall be completed by July 1.
- B. The absent employee shall file, by April 1 of each leave year, a written letter of intent to return to the District. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.
- C. An employee on leave under this policy shall continue to accrue seniority or position on the salary schedule as though he/she were teaching in the District.
- D. To be eligible for exchange, the employee must have completed a minimum of three (3) years in the Mukilteo School District, and be at least at the 5th year column.
- E. Each participant in the program is responsible for arranging for his/her own exchange, with the exchange employee subject to approval by the Board and/or its designated representative.
- F. The employee's benefits previously accumulated by law are retained for the period of the leave, not accumulated for leave year or years.
- G. Such professional leaves shall be for a period of one (1) year and are renewable for a second year upon request. The total number of employees participating in the program in any one year shall not exceed two percent (2%) of the employees in the District.
- H. College or university credits earned while teaching on leave may be credited toward a column change. A maximum of nine (9) quarter credits or six (6) semester credits can be credited for each leave year.

Section 11 - Military Leave

Military Reserve or National Guard active training duty shall be scheduled during authorized vacation periods, if possible, to prevent conflict with the employee's contractual or work obligation to the District, and in accordance with the following:

- A. The employee shall notify the District at least thirty (30) days prior to the beginning date of their training duty leave. A copy of orders from the military, whenever received, shall be submitted to the Office of Human Resources for the audit review.
- B. Absence for active training duty shall not exceed fifteen (15) days per calendar year.
- C. The employee shall experience no loss of pay or benefits for the authorized fifteen (15) days.

If an employee is called to active duty such as in the event of a particular national emergency, military leave without pay shall be granted for the duration of the active duty. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to the transfer and reduction in force consistent with this Agreement.

Section 12 – Military Family Leave

The District shall comply with the Military Family Leave Act as set forth in RCW 49.77.010 et. seq., by providing for a total of fifteen (15) days of leave per deployment for an employee when a military spouse has been notified of an impending call to active duty and before actual deployment, or when the spouse is on leave from deployment. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Illness, Injury, or Emergency Leave. Contact a Director of Human Resources for specific verification and notice requirements.

Section 13 - Domestic Violence Leave

The District shall comply with the Domestic Violence Leave Act as set forth in RCW 49.76.010 et.seq., by allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee's family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Illness, Injury, or Emergency Leave. Contact a Director of Human Resources for specific verification and notice requirements.

Section 14 - Other Leaves

- A. Each staff member shall be eligible for one (1) day per year for professional development needs as determined solely by the employee subject to the following:
 - 1. Principal approval of date;
 - 2. Availability of a certificated substitute when submitted to the Aesop system;
 - 3. Two (2) weeks prior notice to the Aesop system.

Professional development leave herein is discouraged on Fridays during the months of May and June. When a substitute is required, staff are encouraged to use their professional development day in a full day increment.

Employees may opt to use their professional development day (in half or full-day increments) on a non-work day, or after hours, and be compensated at the current substitute rate.

ESA employees shall be granted one (1) additional professional development day per year to meet the needs of unique licensure requirements. Employees will notify their supervisor and principal at least two (2) weeks in advance.

- B. Religious Holiday Leave: Staff may use a maximum of two (2) days per year for observance of bona fide religious holidays or activities. These days shall be deducted from the employee's illness leave account.
- C. Leaves for meetings, conferences, symposiums and seminars may be granted by the Superintendent or designee upon request. When granted, the District shall assume the cost of a substitute and all necessary expenses including travel, meals, lodging, fees and registration. Employees who attend professional conferences on non-contractual days may be reimbursed monetarily for expenses, in keeping with this provision.
- D. Employees authorized and selected by the Association to attend professional conferences, meetings, symposiums and seminars may be granted leave by the Superintendent. The request for leave shall be signed by the Association President and submitted in writing five (5) days prior to the desired leave date. When granted, the District shall assume the cost of a substitute, and shall make arrangements to secure a substitute. The Association shall assume all other expenses.
- E. Upon reasonable notice and written request to a Director of Human Resources, an employee shall be granted a leave of absence without pay for no more than five (5) days for matters not within the scope of other leave provisions herein. Such leave is contingent upon the District's ability to arrange for a suitable substitute teacher. An employee who has utilized leave under this paragraph shall become eligible for another such leave after serving an additional five (5) years in the District. This leave may not be used (a) the first or last week of the student school year or (b) consecutive to a holiday, vacation or other leave of absence.
- F. The Superintendent may grant, upon request by the employee and approval of the principal, leaves of up to twenty (20) days for matters not within the scope of other leave provisions herein. Such leaves shall be without pay and contingent upon reasonable notification, reasonable time period and suitable substitute arrangements. All leaves will be in units of full or half days.
- G. An employee may be granted an extended leave of absence in excess of twenty (20) days and not to exceed one (1) year without pay from the Board of Directors. Such employees shall provide written notice of their intent to return to service for the following year no later than April 1. The District shall provide a written reminder through certified mail of this requirement no later than March 1 with a copy to the Association. Failure to respond by April 1 may be deemed to be an employee resignation. The Mukilteo Education Association President shall be excluded from the April 1st deadline. Upon returning, the employee will keep accumulated sick leave and retain years of prior service. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.
- H. An employee may be granted an extended leave of absence in excess of one (1) year, but not to exceed two (2) years, without pay from the Board of Directors. Upon returning, the employee will keep accumulated sick leave and retain years of prior service. Employment shall be guaranteed upon return from leave. Such employees shall provide written notice of their intent to return to service for the following year no later than April 1st. The District shall provide a written reminder through certified mail of this requirement no later than March 1 with a copy to the

Association. Failure to respond by April 1 may be deemed to be an employee resignation. The Mukilteo Education Association President shall be excluded from this provision.

ARTICLE VII - SALARIES, STIPENDS, AND BENEFITS

Section 1 - Certificated Salary Schedule

- A. The parties acknowledge the necessity for the District to comply with State compensation limitations. No provisions of this Agreement shall be interpreted or applied so as to place the District in breach of the compensation limitations imposed by State law or to subject the District to a State funding penalty.
- B. The initial annual salary schedule shall be attached hereto (see Appendix C).
- C. Education and experience increments shall be granted in September of each school year of the duration of this Agreement on a basis of the increment format of the salary schedule.
- D. It is the intent of the parties to flow-through State funded salary improvement funds in accordance with applicable State salary compliance statutes and regulations. Each January and June as of the effective date of this contract, the District in consultation with the Association, will review the need for adjustments to the salary schedule to maintain salary compliance with applicable State statutes and regulations. Required salary schedule adjustments will be determined by comparing the District's actual basic education certificated instructional average salary to the basic education certificated instructional average salary used to calculate District compliance with applicable State salary compliance statutes and regulations. Should the compliance data indicate an upward or downward adjustment is required, said adjustment will be applied to the salary schedule base provided no adjustment shall be required to the salary schedule base if said adjustment is less than .1% (.001). Adjustments to employee contracts necessary to maintain compliance will be distributed equally over the balance of the term of the contract. Should the means for state funding of certificated instructional salaries change during the term of this contract, the parties shall meet and agree on the means for providing flow-through of said State funds to the salary schedule.
- E. Prior to effectuating any adjustments, the District will consult with the Association in January and June concerning the amount and mechanics.
- F. State law allows additional compensation and benefits for additional Time, additional Responsibilities, and Incentives (TRI). Therefore, in addition to the salary provided by paragraph "B" above, employees shall receive compensation as provided below.
 - 1. Supplemental TRI Contract and Payment
A supplemental TRI contract (see Appendix E) shall be issued to all employees for the TRI pay described herein. Employees shall be paid on an equal monthly basis in the same manner as for their regular contracted salary and benefits.
 - 2. The TRI schedule will increase by an equivalent regular salary increase applied as follows:

2016-17:
Steps 1-12: 3.0 %

2017-18:

Steps 1- 12: 3.0 %

2018-19:

Steps 1-12: 2.0 %

3. **Responsibility and Time Requirements**

This compensation is for work beyond the basic education work day or work year, including three days on-site prior to the first day of school for students and additional responsibilities including, but not limited to:

- a. Preparation for school opening;
- b. Work connected with the conclusion of the school year;
- c. Conferencing with parents;
- d. Supporting student activities;
- e. Providing individual help to students;
- f. Evaluating student work;
- g. Workshops, classes, and in-service work;
- h. Researching educational materials and supplies;
- i. Improving and maintaining professional skills;
- j. Preparation and revision of materials;
- k. Planning with other staff in areas of instruction and curriculum;
- l. Working with computers and other technology as related to educational uses;
- m. Attending District-connected meetings such as PTSA and Open House.

4. **Part-Time Pro-rating**

Employees shall receive TRI compensation based on their FTE contract status. The follow examples illustrate the most common types of prorating calculations:

Example 1

An employee contracted for .6 FTE who works the full year and fulfills all required days prior to the start of the school year will receive 60% of the total TRI pay.

Example 2

An employee contracted for 1.0 FTE who starts on time and fulfills all required days prior to the start of the year. The employee then goes on leave for the entire second semester. This employee will receive TRI pay in an amount equal to three (3) days of their based contract per diem plus a percentage of the remaining TRI pay determined by the number of contract days worked divided by the number of contract days in the full year.

Example 3

An employee contracted for 1.0 FTE starts on the first day of the second semester. This employee will receive TRI pay calculated by first reducing the TRI amount by three (3) days of their base contract per diem for the days not worked prior to the start of the year and pro-rating the remaining amount determined by the number of contract days worked divided by the number of contract days in the full year.

Example 4

An employee contracted for .5 FTE starts late. This employee will receive TRI pay calculated by first reducing the TRI schedule by 50%; then deducting three (3) days of their base contract per diem for the days not worked prior to the start of the school year;

and lastly, pro-rating the remaining TRI pay for the number of contract days worked divided by the number of contract days in the full year.

5. If Time is Not Worked

Employees who do not work one or more of the required TRI work days prior to the first day of school for students shall have their TRI salary reduced by one day's base pay per diem for each day not worked. This reduction shall not apply if the employee has an approved paid leave of absence for the day(s) not worked.

6. TRI Schedules

Employees shall receive additional compensation in accordance with their placement on the TRI schedules per Appendices C and D.

7. Verification Form

The verification form to indicate the employee has fulfilled the time and responsibility requirements must be signed by the employee no later than June 30th of the relevant school year is included herein as Appendix F.

8. In the event of a double maintenance and operation levy failure, the parties agree to meet and discuss the scope of the provisions of paragraph F herein.

G. Should the legislature authorize and fund additional salary monies for certificated employees during this Agreement, not contemplated by A through E herein, such amounts shall be added to the salary schedule on a uniform percentage basis. Nothing in this section shall be construed to require the District to expend funds for salary purposes that are not appropriated by the Legislature and funded by the OSPI during each year of the duration of this Agreement.

Section 2 - Provisions Governing Employee's Salary Schedule

A. General Provisions:

1. Employees are placed on the salary schedule in accordance with the education and experience credit guidelines contained herein.
2. Increments for experience, education, Masters and Doctorate degree(s) will be in accordance with the index shown on the salary schedule.

B. Education Credits:

1. General Provisions and Grandfathering:

- a. Education credits will be granted for university and college work. College credits for advancement on the salary schedule will be accepted from an accredited four-year degree-granting institution, accredited universities, and from accredited community colleges, so long as they otherwise comply herewith. Such credits shall be earned subsequent to earning a Bachelor's Degree except the employees presently under contract shall not lose educational and/or professional credits previously earned and allowed.
- b. All clock hours and inservice credits taken subsequent to August 1, 1987 that meet State Board of Education approval standards and are applicable to the LEAP schedule shall be applicable for placement on the local salary schedule.
- c. Employees as of the 1990-91 school year who would be adversely impacted by their placement in accordance with these provisions for recognition of education credits

shall be placed in accordance with the provisions of the 1988-90 Collective Bargaining Agreement.

- d. For employees hired as of the ratification date of the 1990-93 Agreement, pre-BA credits applicable to a 5th year continuing certificate shall be viewed as credits earned beyond the BA degree.
- e. Employees hired after the ratification date of the 1990-93 Agreement shall be placed in accordance with LEAP credits recognized.
- f. Credits must be earned prior to September 1 to be used in salary calculations for that year. All credits earned after September 1 will be used for the following academic year's salary calculations.

2. Education Credit Criteria:

Credits earned after September 1, 1995 must meet criteria established by the legislature (RCW 28A.415.023) before they can be used for placement on the salary schedule. At the time the credits are recognized by the school district, the content of the course must meet at least one of the following:

- a. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.
- b. It pertains to the individual's current assignment or expected assignment for the following school year.
- c. It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;
- d. It is specifically required for obtaining advanced levels of certification.
- e. It is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certificated instructional staff of the school district where the potential of the future assignment is agreed upon by the school district and the individual.
- f. Addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
- g. Pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

Should the State, in the future, change the above criteria, any new criteria shall be mutually added to this section for future application to credits earned for advancement on the salary schedule. It is the intent to insure that education credits accepted by the State Board of Education as applicable to the LEAP schedule shall be accepted for local salary schedule placement.

Employees shall utilize the form attached as Appendix G to verify credits taken. This form may be, but is not required to be, submitted prior to an employee taking the credits. Other directions for the use of this form are provided on the form itself.

When an employee and supervisor/principal disagree as to whether or not a course or course of study applies to at least one (1) of the seven (7) criteria, they shall meet to discuss their differences and attempt to resolve the situation to a mutual satisfaction.

In the event that the employee chooses to appeal the decision of the supervisor/ principal, he/she may appeal such decision to an Appeal Board composed as follows:

- An employee chosen by the affected employee.
- An administrator chosen by the affected administrator involved.
- An administrator chosen by the Superintendent or designee.
- An employee chosen by the President of the Association.
- A current member of the District Board of Directors.

An Appeal Board meeting shall take place within a reasonable amount of time and should be arranged through the Department of Human Resources. The Appeal Board shall have the authority to overrule the decision of the supervisor/principal and shall be the final authority as to whether or not a class or course of study meets at least one (1) of the seven (7) criteria.

In the event that the Appeal Board cannot reach a decision either through consensus or majority vote, the decision of the supervisor/principal shall prevail.

3. Transcripts and Timelines:

Credit earned prior to September 1 of the current school year for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence would be in the form of official college transcripts or grade reports filed with the District's Office of Human Resources no later than October 1, as well as the credit verification form referred to in "2" above. If, for some circumstance beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised in writing by the college prior to October 1 of the credits, the employee shall be granted the allowance for credit; provided that if the transcript does not thereafter reach the District by January 31, the credit shall be canceled and all overpayments repaid. The District will circulate to the staff notices of available, accredited college courses throughout the year to be held in this District or in surrounding districts, when provided to the District by the colleges.

4. Education Columns on Salary Schedule:

The following describes how each education column on the salary schedule is attained.

- a. Bachelor's Degree Column: The Bachelor's Degree column is reached when 180 quarter hours of credit have been completed and a degree has been granted by an accredited college or university.
- b. Bachelor's Degree + 15 column: The Bachelor Degree + 15 column is reached when 15 quarter hours of course work have been completed beyond the B.A. degree.
- c. Bachelor's Degree + 30 column: The Bachelor's Degree + 30 column is reached when 30 quarter hours of course work have been completed beyond the B.A. degree.
- d. Bachelor's Degree + 45 Column: This column is reached when 45 quarter hours of course work have been completed beyond the B.A. degree.
- e. Bachelor's Degree + 90 column: This column is reached only when 90 quarter hours of course work have been completed beyond the B.A. degree.
- f. Bachelor's Degree + 135 + Masters column: Effective for the 1993-94 school year and beyond, the employee must have a Master's degree. Those without a masters who have reached the Bachelors + 135 by the 1993-94 school year shall be grandfathered on that column. Should the BA + 135, without the Masters, be

restored to the State Allocation Model, then employees who do not have a Masters may prospectively access the local BA + 135 column.

- g. Persons holding a bachelor's degree as the highest degree and whose total eligible credits reported on the S-275 report before January 1, 1992, were 135 or more shall be grandfathered at the BA + 135 column.

C. Years of Service Experience Credits

1. Credits shall be given for experience. Experience shall be defined as work within their certificated/licensed profession.
2. In computing credit for experience, credit will be given for the whole year, provided the individual was employed for not less than the equivalent of 0.5 FTE within a school calendar year.
3. Employees holding a year-long one half (1/2) day or more contract shall be granted experience credit for a full year.
4. Employees hired from out-of-state shall be given the same experience credit as those hired within the state or those presently working for the District, except as otherwise provided in this Agreement.

Section 3 - Payroll Deductions

All salaries, in accordance with law and this agreement are subject to payroll deductions for:

1. State Teacher or State Employment Retirement Systems
2. Withholding tax
3. FICA
4. Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence)
5. Dues and representation fees
6. Industrial Insurance Compensation (L&I)
7. Unemployment Compensation

The following deductions may be made if authorized by the employee. Deduction requests received in Payroll by the payroll cut-off date will be processed in the month received.

1. Additional withholding tax
2. Approved medical plans
3. Approved short-term insurance
4. Approved tax-sheltered annuities (403(b) and 403(b)(7) plans and the District-sponsored deferred compensation (457) plan.
5. Other approved insurance programs
6. United Way
7. Section 125 Health Care and Dependent Care Flexible Spending Accounts
8. Guaranteed Education Tuition ("GET") plan
9. District-approved Long Term Care ("LTC") plan
10. Other authorized deductions

Section 4 - Payment

- A. For all contract payments, all certificated employees shall be paid in equal monthly installments by warrant or direct deposit on the last District office work day of each month.
- B. For employees resigning or retiring from the District, final payments for Plan 1 members will be made on June 30 or August 31, at the employee's option. Final payments for Plan 2 and 3 members will be made on August 31. The District will continue to pay health care premiums for June, July and August. If the retiree elects payoff in June, the employee's out of pocket premium costs for June, July and August will be deducted from final pay.
- C. All timesheets received in Payroll by the payroll cut-off date will be processed for payment in the month received.
- D. In the event of mistake in payment, the following rules shall apply:
 - 1. In the event of underpayment, correction will be made on the employee's next pay check, unless sooner payment can be obtained;
 - 2. In the event of overpayment, it will be deducted from the next check; provided overpayment deductions may be prorated within the fiscal year as agreed by the District and the employee.
 - 3. In the event the employee terminates before repayment, either in the event of overpayment or underpayment, the full amount thereof will be due and owing.
- E. In the event the State does not issue payment for a National Board Certification stipend to an employee as a direct result of a District reporting error, the District will provide the compensation related to the error for that school year.

Section 5 - Activity Payment

Co-curricular positions shall be paid in accordance with the schedule shown by Appendix H.

Additional positions or substitutions may be added to the Co-curricular Schedule in accordance with the following:

- A. The administration, Board, Association, and employees may initiate a proposed addition or substitution;
- B. Any positions added or substituted during the term of this agreement shall be determined by the District; and the pay for such added positions shall be determined by agreement between the District and the Association via the LMC.

Credit for both in-District and out-of-District experience in the same position shall be awarded in accordance with the schedule. This shall be done prospectively effective with the 1996-97 school year for all employees placed in such positions for the first time that year.

Any co-curricular activity that is linked to a sports activity that receives an additional stipend for extended seasons shall also receive an additional stipend of \$100 for each week additional co-curricular activities are provided for the extended season.

Section 6 - Hourly Rates

The following hourly rates shall be paid:

- A. Summer School shall be paid at the employee's per diem hourly rate.

All openings for summer school employees shall be posted on the District's website within a reasonable time after the decision is made to carry out the program. Applications must be submitted within one (1) week of posting.

- B. Co-curricular, special and supplemental employment, other than supplemental days will be paid under the co-curricular schedule, or if not applicable, at the employee's per diem hourly rate.

Unless otherwise specified in this Agreement, an employee's per diem hourly rate will be based on the employee's 180 day base contract rate of pay in effect during the pay period the work is performed.

Section 7 – Teacher Leadership

To support collaborative decision making, each elementary, middle, and comprehensive high school will have a Leadership Team. Employees will be nominated by themselves, their respective departments or grade-levels or building administrators and selected by the school's administration through a collaborative process to serve on their school's leadership team. School Leadership Teams should be representative of the teaching staff and include special education, categorical programs, and/or specialist teachers in addition to classroom teachers.

- Comprehensive High School Department Heads will be paid a \$2,250 stipend and offered five (5) supplemental days at per diem rate. Individual high schools may designate alternative leadership positions.
- Individual middle schools shall designate up to six (6) Team Leaders. Team Leaders will be paid an \$800 stipend.
- Individual elementary schools shall designate up to eight (8) Team Leaders. Team Leaders will be paid an \$800 stipend.

Section 8 – Special Education Stipends

- A. In recognition of additional workload demands, special education teachers shall receive a yearly stipend of \$1800. In the event the position is .5 FTE or less, the stipend shall be \$900.
- B. In recognition of their unique workload demands, MBSC teachers will receive a \$2500 yearly stipend.
- C. In recognition of additional workload demands and unique licensure requirements for some job categories, SLPs, OTs, PTs and psychologists shall receive a yearly stipend of \$1000. In the event the position is 0.5 FTE or less, the stipend shall be \$500.

Section 9 - Travel

When authorized or required by their supervisor or job assignment, employees utilizing their private automobile to travel on school business shall be compensated at the mileage rate established by the Internal Revenue Service.

Upon request, all employees driving District vehicles must provide driver license information to be submitted to the District's insurance company for a DMV check.

Section 10 - Insurance Benefits

- A. The District shall provide payments toward premiums of approved group insurance programs in accordance with the provisions outlined herein. Approved insurance plans are those which are agreed to by the District and the Association. All of the State-funded insurance benefit allocation and any additional benefit allocation contributed by the District as provided in paragraph D.3 shall be used only to pay for approved insurance plans for medical, dental, and group long-term disability plans. Changes to approved insurance plans shall be determined by the insurance committee consistent with their internal decision-making process.
- B. An annual open enrollment period of at least thirty (30) calendar days shall be provided each year. Employees may make changes to approved insurance plans and/or coverage during the open enrollment period for any reason. New employees hired after the beginning of the school year shall have up to thirty (30) calendar days or until the final day of the annual open enrollment period, whichever is later, to enroll in approved insurance plans.
- C. The District shall apply the State funded insurance benefit allocation and the additional District-contributed benefit allocation (Allocation) to the premiums of approved basic health benefits in a pooling arrangement in accordance with the provisions of RCW 28A.400.270, 275, and 280. Benefit allocations shall be pooled and applied to pay premiums in the following order:
1. **Mandatory Benefits:** For all employees contracted for 0.5 FTE or more, the District shall first apply the Allocation to pay the total premium costs for an approved family dental plan and for an approved Group Long-Term Disability plan.
 2. **Elective Benefits:** Employees who meet the minimum FTE eligibility criteria for participation established in the annual contracts with the insurance carriers may elect to take medical insurance coverage. For those employees who elect medical insurance coverage, the District shall next apply the remaining Allocation to pay the premiums or appropriate pro-rata portion of the premiums, less the employee minimum contribution specified in D.1.a below.
- D. Calculation and Distribution of the Annual Benefit Pool
1. Calculation of the annual pool: An employee benefit pool will be created immediately after the close of the annual open enrollment period. The total pool amount will be calculated by multiplying the total contracted employee FTE in the bargaining group as of October 1, by the State-funded benefit allocation per FTE, plus the additional benefit allocation contributed by the District as provided in D.3 below. Once the total pool amount is calculated, a monthly maximum district contribution (known as the current monthly pool amount) toward the payment of premiums for mandatory and elected benefits will be calculated so as to ensure that:
 - a. Each employee who elects medical coverage shall pay, at a minimum, no less than 2% of the cost of the premium of the medical plan in which they are enrolled
 - b. The funds in the employee benefit pool shall be expended for applicable benefit premiums to within one-half of one percent (0.005) of the total pool funds.
 2. In the event the Legislature should appropriate additional insurance benefit allocations, the District shall increase the pooled allocation by a like amount.

3. In addition to any state insurance benefit allocations, the District will contribute to the annual benefit pool, eight hundred fifty thousand (\$850,000) for the 2016-17 school year, and this amount shall be increased by \$50,000 each subsequent year of this agreement.
 4. Distribution of the annual pool. The current monthly pool amount, or appropriate pro-rata portion thereof, will be distributed in equal installments over the twelve (12) months beginning in the month immediately following the close of the annual open enrollment period. Contracted employees who were included in the calculation of the annual benefit pool shall receive a district contribution toward the payment of premiums for mandatory and elected benefits based on the current monthly pool amount multiplied by their contracted FTE. Employees contracted after the calculation of the annual benefit pool shall receive for the remainder of that pooling year, a district contribution for the payment of premiums for mandatory and elected benefits based on the current monthly State-funded insurance benefit allocation, multiplied by their contracted FTE.
 - a. Regardless of the current monthly pool amount each employee who elects medical coverage shall pay, by monthly payroll deduction, at a minimum, no less than 2% of the monthly cost of the premium of the medical plan in which they are enrolled.
 - b. When spouses are both members of the bargaining unit, their combined insurance contribution may be applied, at their option, to a joint insurance plan rather than to separate plans carried by each individual.
- E. Payroll Deduction. The District shall deduct from employees' monthly salaries the amount necessary to pay the minimum 2% employee share of monthly medical premium plus any portion of the total premium(s) due that is not covered by the amount distributed in the pooling arrangement described above.
- F. The District shall fund the required Health Care Authority reserve fund monthly FTE amount for the term of this Agreement.
- G. Employees shall have the opportunity to participate in the IRS Section 125 flexible spending account program relative to out-of-pocket medical insurance premium costs, unreimbursed medical, dental and vision expenses, and dependent care.
- H. IRS qualified domestic partners or registered domestic partners qualified under the provisions of RCW 26.60.030 and RCW 41.05.066 may participate in district insurance coverage. Tax liability for the benefits will be incurred by the employee unless the domestic partner meets the IRS definition of qualified tax dependent and annually submits a Declaration of Tax Status during open enrollment.

Section 11 – Conditional CTE Certification Fees

The District shall pay the annual conditional CTE certification fee for a teacher who requires it as part of their teaching assignment.

ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Employee Work Year

The employee work year during the term of this Agreement shall consist of the following components which shall be shown on each year's work year calendar (See Appendix I):

- A. Basic Work Year: 180 days for continuing employees and 182 days for first year employees.
- B. TRI Time: Three (3) work days on-site prior to the beginning of the school year – one day Building directed; one day employee directed and one day – ½ District directed and ½ employee directed.
- C. Early Release Days for 2016-17: Thirteen (13) early release days shall be scheduled on the calendar for individual employee designated purposes and building staff training/collaboration. These days are in addition to five (5) early release days for elementary conferences and three (3) early release days for teacher grade prep. See Appendix J. A waiver day will be placed at the end of semester one.

Beginning in 2017-18: Early release days will be scheduled every Friday for 75 minutes beginning the second week of school. Time on these days shall be designated for individual teacher use, collaboration with colleagues, grading, and building use. Time will be split 60% employee, 40% district. The Wednesday prior to Thanksgiving and the last day of school will remain a half-day early release as in past years. A waiver day will be placed at the end of semester one.

- D. Waiver Days: Two (2) waiver days have been approved by the State Board of Education for each year of this Agreement. Time on these days will be allocated as follows: District 3.5 hours, 30-minute lunch, Employee 3.75 hours. Beginning in 2017-18, the District will apply for three additional waiver days for the purpose of elementary conferences.

The work year calendar for each year of the Agreement, Appendix I, shall reflect TRI days, all holidays, and all other non-contract days.

The last student day of each school year shall be a half day for students. Staff, however, shall work the full day.

- E. A comprehensive and accurate calendar of State and Federal student assessment dates will be published and distributed to employees by December 1 of each school year.

Section 2 - Work Day

The workday shall be seven and three-quarters (7.75) hours for all employees inclusive of a continuous thirty minute duty free lunch period.

- A. The employee (including specialists) workday will have at least forty-five (45) minutes of preparation time during the student day to be administered in blocks of not less than twenty-five (25) minutes (K-5) or thirty (30) minutes (6-12); or employees may elect, with administrative agreement, to have ninety (90) minutes every other day, which election shall be reduced to a written statement. The use of this preparation time shall be determined by the employee; however, preparation is defined as time devoted, either individually or in groups, to preparation for or completion of assigned employee responsibilities. Employees may use for preparation all time during which their classes are receiving instruction from various specialists, which time shall be deducted from the above time requirements. In the event of a specialist's absence a substitute will be provided so that planning time can be maintained. On Standardized Testing Days, plan time may be adjusted; however, full planning time will be provided over the span of the testing period. Each school's shared decision making process will be utilized to develop the planning schedule.

- B. Employees will work with students in student activities, will attend meetings called by their supervisors, and will attend other school meetings, PTA meetings, parent conferences, open houses and related school activities which extend beyond the employee work day as professional responsibilities dictate.
- C. Employees shall be permitted to leave thirty (30) minutes after the end of the student day, on the Wednesday prior to Thanksgiving during the term of this Agreement.
- D. Grades K - 12 classroom employees shall have three (3), early release days for students, for grade preparation as scheduled on the school calendar.
- E.
 - 1. Special education teachers shall be provided 3 days (23.25 hours) of substitute time on or off site based on their FTE to permit the employee to prepare IEPs, attend parent conferences and perform other job duties. These substitute days shall be scheduled in whole days. Unused days shall be cashed out at the higher substitute rate in the employee's August paycheck.
 - 2. For 2016-17, Developmental Preschool students will not attend school on all student early release days. One half of three (3) early release days during fall conference week and one half of five (5) of the twelve (12) early release days referenced in Section 1 (C) herein shall be available for professional development training of Developmental Preschool teachers and Flex preschool teachers regarding current preschool special education issues as defined by the District. For 2017-18, refer to the Preschool Program MOU (page 174).
- F. No employee, except for Deans, will be assigned to bus, recess or lunch duty.
- G. The District and Association recognize the need to allow flexible work hours to accommodate specific educational programs within the District. The parties agree to allow flexible work hours without a contract waiver consistent with the following provisions:
 - 1. Mutual Agreement of Employee and District
 - a. An employee may agree with his/her building administrator to schedule flexible work hours for a specific educational program. Consideration shall be given to building/program needs.
 - b. The scheduled work hours may not exceed 38.75 hours per week or the appropriate pro rata portion thereof based on the employee's FTE.
 - c. The agreement must be in writing, specify the work hours and duration of the agreement, and be approved by a Director of Human Resources.
 - d. The agreement shall not exceed one (1) school year but may be reauthorized by agreement of all parties.
 - e. The agreement may be modified or terminated by mutual agreement of the parties.
 - f. A copy of the agreement will be provided to the Association.
 - 2. District Program

- a. The District may develop or modify a specific educational program that requires flexible work hours by an employee. Consideration shall be given to building/program needs.
 - b. The scheduled work hours may not exceed 38.75 hours per week or the appropriate pro rata portion thereof based on the employee's FTE.
 - c. Prior to implementation, the District shall advise the Association of the creation of the position and the specific educational program.
 - d. The position shall be posted consistent with District procedures and the District shall follow the voluntary transfer provisions, Article IV, Section 11.
 - e. The District agrees that it will not involuntarily transfer an employee to the position in the event the position is not filled by a voluntary transfer.
3. Any dispute over the application of these flexible work hour provisions shall be brought to the attention of the Deputy Superintendent and the Association President for resolution.

Section 3 - Covering Classes

The limited purpose of this Section is to compensate employees for covering a class period at their building in the event of a substitute shortage at their school as follows:

- A. In the event the District's Human Resources Department is unable to secure a substitute teacher at a school for all or part of a day, the building administrator may request certificated employee(s) to cover a class period during his/her planning period. In the event an employee is willing to cover a class during his/her planning period, the employee will be compensated for one (1) hour at his/her per diem hourly rate per planning period. Such payment is limited to the employee's single planning period in a school day.
- B. The employee(s) is not required to forego his/her planning period. The decision to cover a class during an employee's planning period is within the discretion of the employee.
- C. This provision is not intended to limit the building administrator's discretion to change an employee's daily assignment schedule as needed.
- D. No 6-12 PE employees will be required to double up classes to provide coverage for an absent PE employee.

Section 4 - Class Size and Work Loads

The parties recognize that class size and workloads can have an effect upon the educational process as well as the working conditions of employees. To the extent possible, in order to best serve all students' needs, class assignments shall be equitable among staff and take into consideration the unique characteristics and needs of students. Considerations shall include IEP students, English Learner (EL) students, 504 students, behavior concerns, number of students in each class/section, etc.

- A. The above considerations include both newly enrolled students and students enrolled in the spring for assignment for the following year.

- B. Administrators building the master schedule will make sure they are using the built-in software parameters in ASPEN (or subsequent replacement) designed to promote the equitable distribution of students across all classes.
- C. Principals or designee will review all classes for any potential inequities and make any necessary changes before individual student schedules or class placements are finalized. At the elementary level, student class placements will be made in consultation with sending and receiving teachers.
- D. When the severity of student needs, or the number of students, is distributed unequally within a like course or grade level, or a teacher feels that they have other inequities in the distribution of students in their class assignment, they will discuss their concerns and possible solutions with the principal. If remedies are not identified at the building level, the principal will work with the relevant Executive Director for possible solutions. The final resolution to the concern will be communicated back to the teacher.
- E. Class placements shall take into account building instructional models such as sheltered instruction or co-teaching. A collaborative decision-making process shall be used before implementing a new instructional model to ensure that staff buy-in and support takes place.

Therefore, the parties agree as follows:

A. Teachers

1. Miscellaneous

In addition to the regular K-5 classroom teacher, this paragraph A shall include librarians, technology, music and PE, except that music and PE classes may exceed the maximums without relief on a temporary basis when special programs or events require larger group instruction.

2. Advance Notice for New Student Enrollees

Beginning the fifth day of school, no student shall attend class until the classroom teacher has been notified of the student's enrollment in the affected classroom. Such notice shall serve the purpose of acquiring the necessary classroom desk, materials, and/or other supplies. Students will attend class the school day following registration and notice to the teacher. A teacher may choose to admit a student sooner.

3. Maximums

- a. Kindergarten: Beginning in 2017-18, the maximum number of students assigned to any kindergarten class shall be 28. No class shall remain at 29 students in excess of 15 school days.
- b. Grades 1-5: The maximum number of students assigned to any 1-5 class shall be 30. No class shall remain at 31 students in excess of 15 school days.
- c. Elementary Combination Classes: The maximum number of students in a combination class containing more than one grade level shall be 27. No combination class shall remain at 28 students in excess of 15 school days.
- d. Grades 6-12: The maximum number of students assigned to any class section shall be 30 in grades 6-8 and 33 in grades 9-12. The maximum number of students per

section shall be 31 in grades 6-8 and 34 in grades 9-12 for no more than 15 school days. The maximum daily instructional load in grades 6-12 shall be 165. No daily instructional load shall remain at 166 for a period of time in excess of 15 school days.

e. Exceptions to Grades 6-12 Maximums:

- (i.) Individual class maximums provided by paragraph 2.d., above, shall not apply to classes and programs where larger classes are traditional (e.g. music) or where its staff chooses to experiment with or pursue individual or team program options.
- (ii.) Upon notification to the Association President and subsequent approval by the employee, a “singleton class” may exceed the maximum caps of 30 in grades 6-8 and 33 in grades 9-12 by three (3) students provided the maximum daily instructional load in grades 6-12 of 165 is not exceeded by the staff member.
- (iii.) The maximum number of students assigned any PE class shall be 35 in grades 6-8 and 38 in grades 9-12. No PE class shall remain at 36 in grades 6-8 and 39 in grades 9-12 for a period of time in excess of 15 school days. Grades 6-12 PE classes shall not be eligible for paraeducator time relief per paragraph A.4., below, except to the extent for a teacher with a combination of PE and regular academic classes; their total daily loads will be pro-rated for their regular academic classes.
- (iv.) For grades 6-12 music classes, there shall be no limit for students assigned, provided that paraeducator time relief will be provided as described elsewhere in this Section.

4. Relief Triggers

a. For Kindergarten Classes

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

- (i.) Classes with 25 students shall receive one (1) hour of paraeducator time or overload compensation per day.
- (ii.) Classes with 26 students shall receive two (2) hours of paraeducator time or overload compensation per day.
- (iii.) Classes with 27 or 28 students shall receive four (4) hours of paraeducator time or overload compensation per day.

For the purpose of this section, each section of kindergarten will be considered a class.

b. For Grades 1-2

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

- (i.) Classes with 26 students shall receive the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.
- (ii.) Classes with 27 students shall the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.

(iii.) Classes with 28 or 29 students shall receive three (3) hours of paraeducator time or overload compensation per day.

c. For Grades 3-5

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

(i.) Classes with 27 students shall receive the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.

(ii.) Classes with 28 students shall receive the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.

(iii.) Classes with 29 students shall receive three (3) hours of paraeducator time or overload compensation per day.

d. For Elementary Combination Classes

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

(i.) Classes with up to 25 students shall receive one (1) hour of paraeducator time or overload compensation per day.

(ii.) Classes with 26 students shall receive two (2) hours of paraeducator time or overload compensation per day.

(iii.) Classes with 27 students shall receive three (3) hours of paraeducator time or overload compensation per day.

e. For Grades 6-12

Following 10 consecutive school days from the beginning of the school year, relief provisions are applied as follows:

(i.) 151 students per day shall receive the equivalent of one (1) hour of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.

(ii.) 155 students per day shall receive the equivalent of two (2) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.

(iii.) 160 students per day shall receive the equivalent of three (3) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.

5. Relief Options for those teachers who qualify for relief under the provisions of subsection 4 “Relief Triggers:”

a. Compensation:

All teachers, except grade 6-12 music teachers, shall receive compensation for class sizes or student loads exceeding the relief triggers. Such compensation shall be calculated on the basis of hours as specified in subsection 4 and will be paid at the paraeducator hourly rate for the previous year. Such compensation will be paid to qualifying teachers in the regular pay warrants for February and August, or in a qualifying teacher’s final pay warrant for the year, whichever occurs earlier.

- b. Paraeducator Classroom Assistance:
 A teacher may elect to use paraeducator time in the classroom in lieu of receiving compensation outlined in paragraph (a.) above. Such election is contingent upon the District's ability to hire paraeducators, and is limited to kindergarten teachers, elementary teachers with combination classes, and elementary teachers at maximum. Elections must be made in writing and delivered to the building principal no later than December 1st of the current school year.

The teacher's overload account will be charged for the paraeducator hours on a monthly basis. If a teacher does not use all of the available paraeducator time by the end of the school year, remaining hours will be converted to compensation as set forth in paragraph (a.) above and paid to the teacher in the regular pay warrant for August.

- c. Secondary Music Teachers:
 For grade 6-12 music teachers only, teachers who qualify for relief under the provisions of subsection 4, the following relief options are available:
 (i) Use some or all of the relief as paraeducator time in the classroom or (ii) Convert some or all of the paraeducator hours to district funds to purchase supplies, materials, field trips, equipment and/or to defer the cost of in-state workshops, including the cost of substitutes. The hours will be converted to funds based on the paraeducator hourly rate for the previous year.

Two or more grade 6-12 music teachers eligible for overload relief at a given school may pool all or any part of their relief for any of the uses listed in (i) and (ii) above, provided that if supplies, materials or equipment are purchased they shall remain at that school rather than follow any of the employees who pooled and who later transfer to another school.

A grade 6-12 music teacher eligible for overload who would like to use their overload relief for purposes not listed above may submit such a request through the school's shared decision making process.

A grade 6-12 music teacher eligible for overload relief may carry over into the following school year any overload relief earned for the previous year but not used. If such carry over relief is not used the following year, it shall be lost.

B. Special Education Class Size Caps and Goals:

Each FTE special education classroom teacher will be provided four (4) hours of paraeducator time per day within the limits of State/Federal special education categorical funding.

The parties agree to the following class size and caseload caps and goals for special education staff and caseload goals for nurses. The parties understand that goals are not class size limits and that it may become necessary to assign more students:

PROGRAM	CLASS SIZE GOAL	CLASS SIZE CAP
Self-Contained/Intensive Support Strand	14	17
All Preschool	10	12*
All Kindergarten	10	13
Autism	9	12
Elementary Life Skills 1	12	13
Secondary Life Skills 1	12	13

Elementary Life Skills 2	12	16
Secondary Life Skills 2	12	16
Elementary MBSC	10	10
Secondary MBSC	12	14
Lighthouse	14	17
Connections	14	17
Secondary Resource	14	17

*** All Preschool**

For the duration of this agreement any preschool teacher who has a caseload maximum of 12 shall receive overload compensation of \$15 per student per day.

The parties agree to the following caseload caps and goals. The parties understand that goals are not caseload limits and that it may become necessary to assign more students during the school year:

PROGRAM	CASELOAD GOAL	CASELOAD CAP
CBTC	20	24
Elementary Resource	28	33 ¹

¹ Note: The elementary resource cap will take effect in 2017-18.

For 2016-2017, any elementary resource teacher above a caseload of 33 shall receive overload compensation of \$15 per IEP student per student day.

C. ESA Caseload Caps and Goals:

When making assignments, caseloads shall be reasonably equitable taking into consideration the numbers of students served, the degree of services required of the groups of students assigned to any one ESA at any one time, and the number of schools to which the employee is assigned (travel time considerations).

The Director of Special Education or designee shall meet with all ESA employee groups as necessary to allow the total group to review current caseloads and consider any balancing adjustments.

The parties agree to the following caseload caps and goals for ESAs. The parties understand that goals are not caseload limits and that it may become necessary to assign more students to a specialist during the school year:

ESA	CASELOAD GOAL	CASELOAD CAP
SLP ^{1 2} (Individual caseloads)	60	65
Maximum District-Wide SLP Average: 55		
<p>¹ For the duration of this agreement, Assistive Technology FTE allocation shall not be used for computing District or individual SLP caseloads referenced herein.</p> <p>² Beginning in 2017-18, any FTE allocated to Preschool Assessment Team, and any FTE dedicated to assessing and/or exiting SLP students shall not be used for computing District and individual SLP caseloads referenced herein.</p>		

OT ^{1 2} (Individual caseloads)	35	40
Maximum District-Wide OT Average: 35		
PT ^{1 2} (Individual caseloads)	35	40
Maximum District-Wide PT Average: 35		
<p>¹ For the duration of this agreement, Assistive Technology FTE allocation shall not be used for computing District or individual OT or PT caseloads referenced herein.</p> <p>² Beginning in 2017-18, any FTE allocated to Preschool Assessment Team shall not be used for computing District and individual OT or PT caseloads referenced herein.</p>		

PROGRAM	CASELOAD GOAL
Nurses	1 FTE per 1500 students

D. Speech and Language Pathologist (SLP):
The maximum District-wide average caseload for SLPs shall be 55 and shall not exceed 55 for more than fifteen (15) days. If, in order to comply with the maximum District-wide average caseload described above, it becomes necessary to hire additional SLP staff during a school year, the fifteen (15) school day window described above may be reasonably extended to accommodate the search for and hiring of such staff. The District shall notify the Association prior to any extension of the fifteen (15) day period and the two (2) parties will discuss the situation.

Hearing Screening: The District will provide, train and schedule staff/volunteers to conduct the district wide hearing screening required by WAC. The SLPs shall provide a general oversight at each building to ensure proper screening and will conduct the follow-up activities and screening of individual new students as required by WAC.

Preschool: Extra hours will be available for SLPs to do assessment and IEP development/meeting in the event a new pre-school class is created within the school year.

E. Occupational and Physical Therapists:
The maximum District-wide average caseload for OTs shall be 35, and for PTs shall be 35. Caseloads shall not exceed 35 for more than fifteen (15) days. If, in order to comply with the maximum District-wide average caseload described above, it becomes necessary to hire additional OT or PT staff during a school year, the fifteen (15) school day window described above may be reasonably extended to accommodate the search for and hiring of such staff. The District shall notify the Association prior to any extension of the fifteen (15) day period and the two (2) parties will discuss the situation.

Preschool: Extra hours will be available for OTs and/or PTs to do assessment and IEP development/meeting in the event a new pre-school class is created within the school year.

F. Nurses:
When making assignments based on caseloads and number of students, the severity of student needs shall be taken into consideration.

The District will provide, train and schedule staff/volunteers to conduct the district wide vision screening required by WAC. The nurses shall provide a general oversight at each building to ensure proper screening and will conduct the follow-up activities and screening of individual new students as required by WAC.

G. Elementary Teacher-Librarians:

Elementary teacher-librarians who provide regularly scheduled plan time coverage for classroom teachers will receive dedicated library paraeducator time, not less than the amount of plan time provided. Beginning in 2017-18 each librarian will have a minimum daily average of three (3) hours of paraeducator time.

The teacher-librarians will deliver instruction to students based upon the District approved library information technology framework and standards.

A classroom teacher is not required to remain with his/her class when the class visits the library for scheduled library time or plan coverage. The Elementary teacher-librarian will provide the primary supervision of and instruction to students during this time.

H. Elementary Specialists:

Elementary specialists shall include teacher-librarians, music, PE, and technology teachers.

1. The development of the specialists' schedule shall be done with input gathered from affected staff to ensure the continuity and quality of specialized programs and maximize access to teaching space appropriate to the program.
2. The schedule shall include five (5) minute passing times for all specialists. However, where it is not feasible for a passing period between every specialist section, due to facilities or lunch schedules, a reduction in up to two (2) daily passing times is allowable. As soon as it is known that a reduced passing time is being considered, the issues shall be brought to the Association President for review.
3. Necessary equipment to accommodate the instruction of students in PE, music, and technology will be provided and maintained by the building or district. In addition, facilities (including classroom, gyms, fields, etc.) shall be maintained for safe instructional use.
4. The district will suspend intermediate grading practices for PE and music for one year in order to determine the grading practices for all elementary specialists' programs for 2017-18. In 2016-17, each specialist will provide parents with a grade level summary of the standards addressed during each academic period.
5. During the 2016-17 school year, PE, music, and technology staff, and teacher-librarians will be provided job-alike opportunities to align instruction to identified standards, and share instructional standards. These will occur on the early release days designated for report card completion, and during district directed waiver day time.
6. For 2016-17, the technology specialist will not be considered a "classroom teacher" for purposes of placement in the certificated evaluation system.

- I. The foregoing provisions, in the event of a double levy election loss or other financial shortage, may be abated by the Board in its discretion, but giving due regard to the importance of this class size provision in determining the priorities for adjustment.

J. Special Education Students in the General Education Classroom:

1. When including an IEP student in the general education setting the case manager will share the IEP goals (“At-a-glance”) as well as any behavior plans (including BIP) to inform the general education teacher(s).
2. If an IEP student is deemed to have significant behavior concerns documented in their IEP, the general education teacher will be consulted about whether their classroom is the appropriate placement for this student.
3. General education teachers with highly impacted students requiring more than one hour of meeting time per student per month will be allowed to time sheet additional meeting time beyond one hour.
4. The District will employ at least one roving para-educator who is trained in Right Response and Autism to push into classes during emergencies (i.e. new students just moving in, regular one-on-one absent, etc.) to help with continuity for the students and teacher and/or to help with integration of highly impacted students.

Section 5 - Classroom Visitation

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom during the normal student day shall obtain the approval of the principal, and if the visit is to a classroom the time will be arranged by the employee after the principal and employee have conferred.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor after the visitation.

Section 6 - Employee Facilities

The District will furnish and maintain the following equipment and facilities for use of employees in each building based on budgetary considerations:

- A. Necessary space, equipment and technology to carry out their assigned work, including storage space and work areas with supplies and equipment.
- B. An employee lounge/dining area separate from students, where presently available.
- C. Desk, chair and file drawers or file cabinet.
- D. The appropriate number of student work stations.
- E. Telephone in each school's faculty lounge and work area.
- F. Parking separate from student parking and reserved from visitor parking.
- G. Keys to building, classrooms, and work areas will be issued by the building principal for one year.

All equipment provided by the District shall be maintained in working order.

Section 7 - Collaborative Decision Making

- A. Both the Association and the District value and support the practice of collaborative decision making. Collaborative decision-making is defined as a process by which constituent groups are appropriately involved in decisions that may affect them. Involvement in the process promotes ownership, responsibility, understanding, and commitment to decisions. Such involvement is important in establishing and maintaining a supportive climate that promotes learning and ultimately student success.
- B. Board Policy 4240, Collaborative Decision-Making and its procedures (Appendix GG), sets forth District requirements, parameters and expectations regarding collaborative decision making including collaborative decision topics. Such school level topics include but are not limited to:

- school budget
- school wide student discipline plan
- school facility needs
- categorical program design
- school safety
- school improvement plan

Each school and program will practice collaborative decision making consistent with Policy 4240. Further, employees will be consulted for input and take part in decisions affecting their classroom or assignment.

- C. Collaborative decision making also extends to the District level. Such District level topics include but are not limited to:

- technology
- safety
- assessments
- curriculum adoption committees
- student supply lists

District Committees shall use a collaborative decision-making model when making recommendations to the superintendent and the school board. Certificated employees shall be appointed to District Committees by the Association President (or designee). Each committee, at the first meeting, will identify and review its charge(s), scope of authority, decision making model and develop group norms. Meeting dates, agendas, and minutes from all meetings will be shared with committee members and the Association President, and be posted for all District employees to review.

- D. To promote and model our mutual commitment to collaboration, the District and Association, through the LMC group, will partner to determine any needed training and professional learning regarding how to develop, maintain, and evaluate effective collaborative decision making.

Section 8 - Instructional Materials Committee

- A. Membership of the Committee

An Instructional Materials Committee shall be appointed annually by the Superintendent or designee. The membership will be balanced with elementary and secondary representation and will include:

1. Director of Curriculum and Professional Development, chair
2. Primary teachers (2)
3. Intermediate teachers (2)
4. Middle school teachers (2)
5. High school teachers (2)
6. Elementary librarian (1)
7. Secondary librarian (1)
8. Site administrators (2)
9. Parents/community members (8)

Volunteers will be solicited from the district staff and community, but appointed by the Superintendent. The MEA president and Director of Curriculum and Professional Development will recommend staff members. The Superintendent or designee will determine parents and community members.

The IMC will meet quarterly (or as needed) during the day throughout the school year. Committee members will serve staggering three-year terms.

B. Duties of the Instructional Materials Committee

It shall be the duty of the Instructional Materials Committee to:

1. Identify and prioritize curriculum needs through a curriculum adoption cycle.
2. Receive recommended materials from each Curriculum Development Committee and review according to the screening criteria established in Policy 2120.
3. Respond to site specific curriculum initiatives/innovations from building committees.
4. Review and respond to recommended materials from individual staff.
5. Act on requests for reconsideration of instructional materials.
6. Maintain communications with the teaching staff.

C. Selection of Instructional Materials

The Board is legally responsible for the approval of all instructional materials used in the district. The responsibility for examining, evaluating and selecting all materials is delegated to the professional staff and reviewed by appropriate committees of the district. Textbooks and other required instructional materials identified as basic materials shall be approved by the Board prior to their use in the schools except for trial-use texts of a pilot nature, which may be authorized by the Superintendent or designee for use in a pilot study for a short-term duration and prior to board adoption.

D. Procedures for Selection of Instructional Materials

The procedures for selection of basal materials, supplementary materials, cursory materials, and library/media materials are found in Board Policy 2120 and Procedures 2120.

Association suggestions regarding changes in the Board of Directors Procedures 2120 - Curriculum Development Adoption of Instructional Materials will be submitted by August 1.

E. Guidelines for Acting upon Request for Reconsideration of Instructional Materials.

1. When a parent or employee challenges any materials used or restricted from use in the schools, steps should first be taken to try to resolve the problem at the school level with the principal and the employee who is using the challenged or restricted material at an informal meeting. The challenged material will be left on the shelf and in the program until a decision is rendered. However, at a parent's written request, the challenged material will be withdrawn from his/her child and alternative materials be made available.

2. If the matter cannot be resolved at level “1” informal meeting, then the complainant will be given a challenge form (Appendix K) by the principal. Upon receipt of the challenge form, the principal will appoint a committee, composed of two (2) employees, the principal, and two (2) parents who have children at that grade level or in that course, but not to include the person using the challenged material or the person making the complaint. Both the person using the materials and the person making the complaint would be invited to present their views to the committee in an open forum. This committee will make a recommendation to the complainant in an effort to resolve the issue within two (2) weeks from the principal’s receipt of the challenge form.
3. If a disagreement still exists, the complainant may forward a written appeal to the Director of Curriculum and Professional Development for review by the Board of Directors. Upon receipt of this written appeal, the Director of Curriculum and Professional Development shall call a special meeting of the District Instructional Materials Committee within 10 days to appoint a sub-committee to review the matter and issue a recommendation to the Board of Directors. This sub-committee where parents make-up less than one-half of the membership will reach a decision within three (3) weeks of the date of the appeal.
4. The recommendation of this committee then goes to the District Superintendent and the Board of Directors for consideration. The Board of Directors shall, within a reasonable length of time, communicate their decision to those persons or groups that initiated the challenge.

Section 9 – Professional Development

- A. An effective District-wide professional development program is necessary for staff professional growth. A Professional Development Committee shall assist in determining staff training needs and topics.
- B. Certificated employees who serve on this committee shall be appointed by the Association President. The PD Committee will meet quarterly (or as needed) throughout the school year, and shall be paid at per diem rate. Committee members will serve staggering three-year terms. The committee shall consist of the following employees:
 1. Director of Curriculum and Professional Development, chair
 2. Deputy Superintendent
 3. Primary teachers (2)
 4. Intermediate teachers (2)
 5. Elementary specialist (1)
 6. Middle school teachers (3)
 7. High school teachers (3)
 8. Special education teachers/ESAs (3)
 9. School/District administrators (3)
- C. Duties of the Professional Development Committee:
 1. Approve and amend the annual professional development survey. The primary purpose of the survey is to ensure that professional development is pertinent to teachers’ assignments and work with students.
 2. Analyze the PD survey results.
 3. Develop PD topics.

4. Review anonymous PD evaluations to determine themes and develop content topics for future training.
 5. Make recommendations for PD delivery that efficiently utilizes the time available, are relevant to an employee's assignment, and aligned with adult learning theory.
- D. When professional development training/in-service is required for implementation of a newly adopted District curriculum, the training shall primarily be provided during the employee workday during the school year. Such training, however, shall also be available for employees at alternative times/days (prior to the school year, after the workday and on Saturday(s)) to accommodate employee and District needs. As soon as available, and upon request, curriculum will be made available to teachers prior to any training.

Section 10 - Reduction of Personnel

When the District determines under applicable law that levy loss or other conditions require the non-renewal, adverse effect or require a reduction in certificated personnel, the following procedures and criteria will be applied in determining the affected personnel:

- A. In the event the Board anticipates a layoff of employees, it will notify the Association at least thirty (30) days before adopting a reduced educational program and will post a seniority list.
- B. The District shall determine, as accurately as possible, the total number of employees known to be leaving the District for reason of retirement, family transfer, normal resignation, discharge or nonrenewal, etc. and these vacancies will be taken into consideration in determining the number of available positions for the following school year. The District will make every effort to avoid having to reduce employees who intend to return to the District by not replacing vacant positions caused by attrition factors.
- C. Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.
- D. Employees will then be considered for retention of assignment to positions available under the reduced or modified educational program based on the training and experience of the personnel. For purposes of determining experience, the following categories shall be applicable:
 1. Employees holding an elementary certificate will be eligible for retention in grades K-5.
 2. Employees holding a secondary certificate will be eligible for retention in grades 6-12 in subject matter assignments in fields in which they have major or minor preparation; or, if they have actually held a subject matter assignment during any of the past five years in a subject in which they do not have a major or minor they will be considered qualified through experience for retention in that subject.
 3. Employees holding ESA (Educational Staff Associate) certification will be eligible for retention in their certificate area.
 4. An employee may qualify in more than one of the above categories.
- E. Selection within Employment Categories: Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under paragraph D. In the event that there are more qualified employees than available positions in a given category or specialty the following seniority provisions shall be used to determine which employees shall be recommended for retention:

1. The position shall be given to the employee(s) who has the greatest seniority as defined herein. Seniority is defined as length of certificated employee service within the State of Washington including private and parochial certificated employee service. Ninety (90) days or more within a school calendar year shall count as one year experience. The current Association President shall be equal in seniority to the most senior certificated employee in the District.
 2. In the event that more than one individual employee has the same seniority ranking, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the District.
 3. In the event that more than one individual employee has the same seniority ranking after applying the above provision, the position shall be given to the person who has at that time the greater number of quarter equivalents of college credit as evidenced by college transcripts the employee has placed on file with the Mukilteo School District.
 4. The District shall develop and distribute by November 15 of the applicable year, a certificated Seniority List. The verifications of credit must be completed by January 31.
 5. In the event that more than one individual employee still qualifies after applying the above provisions, a final determination will be made by drawing lots.
- F. The provisions above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.
- G. Certificated personnel, who have been reduced under the foregoing, shall be placed in an employment pool for possible reemployment and, if qualified under the criteria of paragraph D shall receive preferential recall rights over any outside applicants. That pool shall exist during the next following school year and upon written notification by the employee by May 15 through the third October 1 following layoff. As certificated personnel positions become available during that time, pool personnel will be given the opportunity to fill vacancies, as they occur, and for which they are qualified by experience and training, by application of the foregoing criteria, in reverse order. Upon reemployment, employment benefits will be restored in accordance with the law. If a position is offered to a pool person and not accepted within ten (10) days, their name will be removed from the pool. Substitute teaching positions shall be offered to employees in the pool, in rotating alphabetical order before non-pool personnel are offered such positions. The refusal of substitute teaching positions shall not negatively impact a "pool" employee.
- H. Nothing herein shall be construed to be in violation of the requirements of the binding regulation on the Washington State Human Rights Commission and/or any affirmative action policies or regulations of the District, with respect to such matters, this article shall be deemed amended to allow compliance herewith in cases of layoff and recall.
- I. In lieu of layoff and before the Superintendent has taken action under paragraph F, affected employees shall be allowed the option of taking a leave of absence under "other leaves," subject to all rights by individuals so electing for rehiring under paragraph G.
- J. Employees who are on leave (under the provisions of this Agreement) during one (1) school year, and who are due to return the following school year, are subject to the provisions of this Section just as any other employee who was not on leave.

Section 11 - Job-Sharing

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

Job-sharing shall be available to certificated employees who have continuing contracts with the District and who have submitted an approved application (see Appendix EE) to a Director of Human Resources by April 1st to job share for the ensuing school year. The building principal has the sole discretion to approve a job share in his/her building on an annual basis. If a principal denies a request, s/he will explain the reasons to the teacher(s) in person.

Job-sharing will be for at least one (1) school year.

Responsibilities of an assignment by two (2) job-sharers shall be divided and/or allocated according to a plan designed by the job-sharers with the approval of their building principal.

A job-sharing certificated employee will be granted a leave of absence for that portion of full FTE not worked and shall be paid the regular employee contract rate and benefits based on a prorated percentage of time worked.

Section 12 - Substance Abuse

- A. Employees are prohibited from the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.
- B. The District will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug-free workplace and the availability of drug counseling, rehabilitation, and employee assistance programs.
- C. The District and Association jointly recognize drug/alcohol addiction as an illness which is treatable. It is the District's intent and the Association's that employees be free of the influence or effect of alcohol and/or controlled substances during the course of their employment. In cases of employee addiction to alcohol and/or controlled substances, or an employee's impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment of addiction, excluding instances that may warrant action in accordance with letter D following.
- D. Disciplinary action taken by the District, if any, shall be in accordance with and as provided for in Article IV, Section 3 of this Agreement.
- E. Employees specifically covered by the Drug-Free Workplace Act of 1988 shall be subject to the following:
 - 1. An employee convicted of violating a criminal drug statute for a violation occurring in the workplace will inform the District of such conviction (including a plea of nolo contendere) no later than five (5) days after such conviction.
 - 2. The District will notify the federal granting office within ten (10) days of receiving notification from an employee or otherwise receiving notice of such conviction.

3. Employees who are convicted of violating a criminal drug statute may be subject to disciplinary action, in accordance with and as provided for in Article IV, Section 3 of this Agreement or be required to satisfactorily participate in an approved rehabilitation or drug abuse assistance program.

Section 13 – Kindergarten Teachers

- A. Half-Day Kindergarten Teachers: The following guidelines apply to ½ day Kindergarten teachers. These guidelines do not apply to kindergarten teachers in the All-Day Kindergarten program.

During fall conference week, substitute teachers will be employed to allow kindergarten teachers to conference with parents.

1. A five (5) hour substitute for both a.m. and p.m. sessions. (8:15 a.m. to 1:15 p.m.).
2. A half day substitute for the a.m. or p.m. session only. (8:15 – 12:05 for a.m. session or 9:25 – 1:15 for p.m. session).
3. When the substitute is not teaching kindergarten, the additional hours are under the direction of the principal.

In lieu of hiring a substitute teacher, Kindergarten teachers may substitute for themselves during the fall conference week. If the Kindergarten teacher elects this option:

1. A full-time teacher would be paid for five (5) hours at the current hourly substitute rate and teach their shortened a.m./p.m. schedule.
2. A half-time teacher would be paid for a half day and teach their shortened a.m. or p.m. session working as a substitute for the entire half day.
3. Parent/teacher conferences would occur during the afternoon and/or evening if the teacher elects to be their own substitute.
4. Hours worked will be recorded on the regular weekly substitute record. Five (5) hour substitutes must be marked as such.

Kindergarten teachers are provided four (4) additional days for parent conferences, report card preparation, assessments, and/or other duties which can be divided into eight (8) one-half days for full time teachers. The dates are set with the principal.

- B. WaKIDS Kindergarten Assessment

1. Kindergarten teachers who administer this assessment in the fall will be provided six (6) hours at their per diem rate of pay.
2. The first three (3) student days shall be used to hold conferences with parents/guardians and their child.

Section 14 – Conferencing with Parents, Grading and Report Cards

A. Elementary Parent-Teacher Conferences

Elementary conferences will be held in November. Teachers will share academic, behavioral and social-emotional progress on an abbreviated report card. This will constitute the first trimester reporting requirement.

Beginning in 2017-18, elementary conferences shall be held during the two and a half days prior to Thanksgiving. These will be non-student days, allowing teachers to share academic, behavioral and social-emotional progress on an abbreviated report card. This will constitute the first trimester reporting requirement.

B. Elementary Conference Logs and Cumulative Files

The District recommends that all elementary teachers complete conference logs for all students. Elementary teachers, however, shall not be required to complete conference logs for all student conferences. Teachers shall use professional judgment to determine if a conference log is necessary to document student classroom performance, behavior issues, test scores, and other concerns such as parent related issues. .

Elementary teachers shall not be responsible for filing student materials in cumulative folders.

C. Progress Reports and Report Cards

1. Progress reports will be issued to secondary students with a grade of D or F halfway through each quarter or trimester for each class. The mid-quarter or mid-trimester report will include the student's "progress/grade to date." High school teachers shall prepare report cards at the end of first quarter, third quarter, and each semester. Posting grades for quarter 2 and quarter 4 will be optional.
2. All teachers shall have one early release day at the end of each grading period (trimester, quarter, and first early release following the end of 1st semester) available for grading, report card preparation, and planning for second semester. Beginning in 2017-2018, the 75-minute early release following these grading days will always be scheduled as employee directed.
3. Report cards shall be completed on the second Tuesday following the end of each grading period. Elementary report cards will go home to students no sooner than two (2) days following the above mentioned report card completion date.
4. Grading periods shall always end on the last student day of the week.

Section 15 – New Educator Assistance

In order to support educators in their first and second years in the profession, the parties agree to the following:

1. All new employees shall be assigned a mentor to assist in their first two years in the profession and/or assist with their first year of employment in the District.
2. In their first year of employment, all classroom teachers new to the profession shall receive a budget of \$250 for supplies, materials and resources for use in their job or with students.

3. A new employee in consultation with his/her mentor, may be granted release time for individual planning, observations or work with the employee's mentor. The mentor shall make such release time requests to Human Resources.
4. No new teacher will be involuntarily assigned more than three (3) course preparations (6-12) or a combination class (K-5).

In exceptions where there are more than three preps or a combination class for a new teacher, the principal shall consult with Human Resources and the Association prior to finalization of the teacher's schedule. If, after consultation, the assignment is not changed, a plan will be developed with the teacher, the new teacher's mentor, and principal that provides additional resources (e.g., pre-existing materials, common planning time, additional planning time, volunteers, additional release time) to support the teacher's success.

Section 16 – Mentor Program

- A. A peer-mentoring program is established to assist new teachers and improve the quality of instruction in the District. The Program is available to staff regardless of their respective evaluation system, and will be implemented as outlined in paragraphs B, C, D and E herein:
- B. Assignment Status
 - A mentor(s) will work full-time (183) days in the Program during the school year. The Mentor shall receive a supplemental contract for an additional ten (10) days of work each year at per diem.
 - The term of the assignment is a period of three years.
 - A mentor(s) has the right to return to his/her most recent teaching assignment at the conclusion of his/her initial mentoring assignment without subject to reassignment within the first year of his/her return.
- C. New Employees: All new employees shall be assigned a mentor to assist in their first two years in the profession and/or assist with their first year of employment in the District. Assistance provided by a mentor shall not be included in the final evaluation of an employee and shall not be used as a basis for nonrenewal.
- D. Experienced Employees: At the mutual request of an experienced employee and their program or building administrator, a mentor may provide assistance to any employee in the performance of their professional duties or an employee on a growth plan. Assistance provided by a mentor shall not be included in the evaluation of an employee and shall not be used as a basis for nonrenewal.
- E. The District will not assign mentors to employees on probation. An employee on probation may, however, request the assistance of a mentor.

Section 17 – Elementary Assessments

- A. STAR testing

The following are minimum elementary assessments:

1. Every student grades K-5 shall be assessed in reading and math prior to parent conferences. The assessment utilized will be the STAR screener. For kindergarten and some 1st graders, the assessment utilized will be the Early Literacy version.

2. Students who score substantially above grade level will not be required to be reassessed. All others will be reassessed prior to June 1st.
3. Teachers may augment the minimum requirements using their best professional judgment.

B. Elementary Assessment Support

1. The District will create a substitute teacher account for each elementary school in the following amounts based on the number of classroom teachers:

Classroom Teachers	Amount	Sub Days (Approximate)
14-18.9	\$3,000	19
19-24.9	\$4,600	28
25 & above	\$5,500	35

2. The substitute days shall be used by each elementary school principal to provide substitute teachers to assist classroom teachers that administer assessments to students. Substitute time will be allocated based upon collaborative decision-making between the principal and teachers.
3. The District and MEA understand that these funds are not sufficient to provide each elementary classroom teacher with a substitute teacher for all required student assessments. Rather, these funds are designed to assist building staff with this responsibility.

Section 18 – Special Education Supports

A. WA AIM

The District will fund annually a budget account to be administered by the Special Education Director at a rate of \$30 per WA-AIM test section. The funds shall be used for paid staff time and/or substitute time for special education staff to meet the WA-AIM requirements for students in the program. At the employee’s discretion, these funds may be used to pay for substitutes at the substitute rate in full-day increments. Any remaining part of these funds not used to pay for substitutes shall be paid to the employee in the August paycheck. The account will be maintained so long as the WA-AIM requirement continues to be mandated by OSPI.

The IEP team who determines that the WA-AIM is the appropriate assessment for the student, may provide parents with information from OSPI about the purpose and benefits of this assessment.

B. Office Assistants

The District agrees to provide at least 35 daily office assistant hours to assist special education staff at each building with scheduling of IEP meetings and compliance paperwork. Hours shall be allocated annually based upon school or preschool program caseload.

Building paraeducator hours shall not be used for the purposes outlined in paragraph 2 herein.

C. Safety Net IEPs

1. In order to support those employees required to complete and submit Safety Net IEPs, the District is committed to ensuring the following:
2. Promptly notify employee if an IEP is not submitted for safety net reimbursement.

3. Provide timely feedback to employees on safety net IEP completion.
4. Notify employees how much funding was recaptured as a result of their submitted IEP(s).
5. Provide mentoring to those who request assistance in meeting IEP completion requirements.
6. Designate and communicate the name of the point person(s) in the department office who is/are available to respond promptly to general issues or questions during the safety net wrap up and completion period in March.
7. Teachers with two (2) or more Safety Net IEP's may request one (1) additional release day, beyond the three (3) days referenced in Article VIII, Section 2.E for the purpose of completing Safety Net IEPs.

ARTICLE IX - SUBSTITUTE EMPLOYEES

This Article is intended to specify the wages, hours, and working conditions of part-time substitutes, long-term substitutes, and non-continuing contract substitute employees.

Section 1 - Notice to Association

Prior to November 1, February 1, and May 1, the District shall provide the Association with a list of employees who have met the standards established in Article 1, Section 1 for inclusion in the bargaining unit. Notification shall include the name, address, and phone number of bargaining unit substitute employees.

Section 2 - Status of Substitutes

Bargaining unit substitutes are not entitled to any continuing contract rights pursuant to the continuing contract law of the State of Washington.

Section 3 - Non-Continuing Contract Substitutes

Non-continuing contract substitutes shall be given a non-continuing contract. Non-continuing contract substitutes shall receive all rights and benefits of this entire Agreement except to the extent modified by their non-continuing contract status. Therefore, Sections 4, 5, 6, 7 and 8 below apply only to part-time and long-term substitutes.

Section 4 - Compensation

Substitute employees shall receive compensation in accordance with the following:

- A. Part-time substitutes shall be paid:
 1. 2016-17 school year: A daily rate of \$148.00 for a whole day, \$74.00 for a half day (3.88 hours) and \$85.95 for an early release day (4.5 hours).
 2. 2017-18 school year: A daily rate of \$151.00 for a whole day including any scheduled early release day, and \$75.50 for a half day (3.88 hours).

3. 2018-19 school year: A daily rate of \$154.00 for a whole day including any scheduled early release day, \$77.00 for a half day (3.88 hours).
 4. Retired and current certificated teachers shall be paid a daily rate of \$165.00 for a whole day including any scheduled early release day, and \$82.50 for a half day for the term of this Agreement.
 5. Part-time substitutes shall be paid compensation for a whole-day for any work equal to more than half a work day, or half-day for any work equal to half a work day or less. If a part-time substitute is called and reports to work but is not needed, the substitute shall be paid a \$25.00 callout fee.
 6. Substitutes assigned to the same classroom for three (3) or more consecutive days, shall be provided with a plan period, or if required to cover another class during the plan period, shall be compensated in the amount of \$25.00.
- B. Long-term substitutes shall be paid at the contract employee rate effective the first day of the assignment, when it is known from the beginning the assignment will be twenty (20) or more days, or on the first day in which the District becomes aware of the assignment duration, or on the twenty-first (21st) day of continuous employment in the same assignment when the employee was initially assigned as a day-to-day substitute.

Section 5 - Insurance

Part-time and long-term substitutes shall not be eligible for District-paid insurance premiums.

Section 6 - Leaves

After sixty (60) continuous days in the same assignment, long-term substitutes will be awarded one (1) day of sick leave per each twenty (20) days worked.

Section 7 – Professional Development

- A. The District shall provide a two-hour orientation training for new emergency substitutes.
- B. The District shall provide access to District professional development when space is available.

Section 8 - Other Applicable Contract Provisions

In addition to those wages, hours, and working conditions provided by this Article, other provisions of this Agreement shall apply to part-time and long-term substitutes as follows:

Article I	Recognition and Definitions
Article II	Status and Administration of Agreement*
Article III	Association Rights
Article IV, Section 1	Individual Rights
Article IV, Section 2	Right to Join and Support Association
Article IV, Section 4	Academic Freedom (Only paragraphs A, C,

	D and E apply to part-time substitutes)
Article IV, Section 5	Employee Files
Article IV, Section 6	Employee Protection
Article IV, Section 7	Employee Safety*
Article IV, Section 8	Student Discipline (Only paragraphs C, D, G, and I apply to part-time substitutes)
Article IV, Section 10	Supplemental Contracts
Article IV, Section 14	Security of Bargaining Unit Work
Article IV, Section 15	Professional Involvement*
Article V	Management Rights
Article VII, Section 3	Payroll Deductions*
Article VII, Section 4	Payment (as reasonably applicable)*
Article VII, Section 5	Activity Payment*
Article VII, Section 9	Travel
Article VIII, Section 1	Employee Work Year*
Article VIII, Section 2	Work Day*
Article VIII, Section 4	Class Size (Only long-term substitutes on a non-continuing contract will be eligible for class load assistance.)*
Article VIII, Section 5	Classroom Visitation
Article VIII, Section 6	Employee Facilities*
Article VIII, Section 12	Substance Abuse
Article XI	Grievance
Duration	

*These provisions are applicable to long-term substitute employees and do not apply to part-time substitutes.

ARTICLE X – EVALUATION

In compliance with state law, the parties will continue to implement the new evaluation system for classroom teachers.

The terms, conditions, procedures and implementation schedule for the new evaluation system for classroom teachers are set forth herein.

Since this new evaluation process is still evolving, the parties anticipate that changes may be needed during the term of this agreement. Any changes must be in accordance with state law and regulations. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

The existing evaluation terms and conditions (sections 11 to 19) will remain in place for non-classroom teachers. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

Classroom Teacher Evaluation System

The terms, conditions, procedures and implementation schedule for the ‘Comprehensive/Focused’ evaluation system for classroom teachers are contained herein.

Section 1 – Applicability

The new evaluation system only applies to classroom teachers. All other staff shall continue to be evaluated in accordance with the current provisions in the parties’ collective bargaining agreement. Classroom teachers are K – 12 continuing contracted certificated staff with an assigned group of students for 40% or more of their teaching assignment that provide (a) instruction and (b) grades for the students including but not limited to technology, music, PE and self-contained special education teachers. By way of example, the following certificated staff is not considered a “classroom teacher” for purposes herein: librarians, primary support teachers, Title 1 teachers, deans, TOSAs, elementary resource teachers, elementary ELL teachers and ESA certified staff.

Section 2 – State Evaluation Criteria

The following are the minimum evaluation criteria and accompanying descriptors for certificated classroom teachers:

1. **Centering instruction on high expectations for student achievement.** The related descriptor is: **Expectations.** The teacher communicates high expectations for student learning.
2. **Demonstrating effective teaching practices.** The related descriptor is: **Instruction.** The teacher uses research-based instructional practices to meet the needs of all students.
3. **Recognizing individual student learning needs and developing strategies to address those needs.** The related descriptor is: **Differentiation.** The teacher acquires and uses specific knowledge about students’ cultural, individual intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning.
4. **Providing clear and intentional focus on subject matter content and curriculum.** The related descriptor is: **Content Knowledge.** The teacher uses content area knowledge, learning standards,

appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.

5. **Fostering and managing a safe, positive learning environment.** The related descriptor is **Learning Environment**. The teacher fosters and manages a safe and inclusive learning environment that takes into account: physical, emotional and intellectual well-being.
6. **Using multiple student data elements to modify instruction and improve student learning.** The related descriptor is **Assessment**. The teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction and evaluate student learning.
7. **Communicating and collaborating with parents and the school community.** The related descriptor is **Families and Community**. The teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.
8. **Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.** The related descriptor is **Professional Practice**. The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.

In addition to the eight state evaluation criteria, student growth data will be utilized in the evaluation of each classroom teacher. Student growth data must be relevant to the teacher and subject matter and based on multiple measures. Student growth means the change in student achievement between two points in time. Student growth rubrics are identified in criterion 3, 6 & 8.

Section 3 – Instructional Framework and Evaluation Rubric

The parties have adopted the evidence-based instructional framework: the 5 Dimensions of Teaching and Learning (5D+). This instructional framework was developed at the University of Washington’s Center for Educational Leadership (CEL).

The 5D+ framework provides critical information for teachers and evaluators to consider in the teaching and learning process:

- Purpose: Setting a clear, meaningful course for student learning
- Student engagement: Encouraging substantive, intellectual thinking
- Curriculum and pedagogy: Ensuring that instruction challenges and supports all students.
- Assessment for student learning: Using ongoing assessment to shape and individualize instruction
- Classroom environment and culture: Creating classrooms that maximize opportunities for learning and engagement
- Professional collaboration and communication.

The classroom teacher evaluation rubric and student growth rubric designed utilizing the 5D+ instructional framework are included herein. (See Appendix R)

Section 4 – Performance Ratings

A four-level rating system shall be used to evaluate the classroom teachers for each criteria referenced herein. The summative performance ratings shall be as follows:

- A. Distinguished: Level 4

Professional practice at the Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

B. Proficient: Level 3

Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

C. Basic: Level 2

Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.

D. Unsatisfactory: Level 1

Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

Section 5 – Evaluator

The evaluator shall be the principal of a school to which the classroom teacher is assigned or an administrative designee holding an administrator's credential. The evaluator shall be designated prior to beginning the process. Subject to the agreement between the Association and the District, an employee shall be granted an alternate evaluator upon request.

Special education teachers shall have one evaluator, who shall be the principal or assistant principal of the building to which the teacher is assigned. A special education administrator may provide input regarding the teacher's performance as it relates to program implementation and compliance issues. In the event the evaluator receives information from a special education administrator that may be considered in the teacher's evaluation, the evaluator shall share the information in a timely manner with the teacher either in writing or in a meeting, and provide the teacher with an opportunity to respond or provide relevant information. Such input, when substantiated by the evaluator, may be used in the teacher's final evaluation.

Section 6 – Comprehensive Evaluation

A. Applicability

1. All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria. Student growth and all criteria contribute to the comprehensive summative evaluation performance rating.

2. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:
 - a. Classroom teachers who are provisional employees under RCW 28A.405.220. The Superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district.
 - b. Classroom teachers who received a comprehensive summative evaluation performance rating of unsatisfactory or basic in the previous school year;
 - c. Classroom teachers who are on probation.

B. Evaluation Process

1. **Teacher Self-Assessment:** Teacher's shall annually complete a self-assessment (Appendix L) of their performance in relation to the evaluative criteria. The teacher shall verbally share their assessment with their evaluator at the goal setting conference. Sharing of the written self-assessment is optional at the teacher's discretion.
2. **Goal Setting Conference:** The classroom teacher and evaluator shall meet prior to October 31st in a goal setting conference. The purpose is to:
 - provide an opportunity to discuss the teacher's self-assessment;
 - provide an opportunity for the teacher and/or evaluator to discuss a preliminary rating assessment of the teacher;
 - discuss professional goal area(s) identified by the teacher, including evidence to be gathered or considered, and;
 - share, identify or mutually create student growth goals, and measures. The teacher may elect to use some or all parts of the Goal Setting Process Template Form (Appendix M). Teachers will submit the goals in writing to their evaluator.

C. Evidence/Sources of Information

1. Evidence includes but is not limited to observed practice, products, data, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties and/or other information that demonstrates knowledge and skills of the teacher. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher's assignment, and from the normal course of professional performance during the school year.
2. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact a classroom teacher's evaluation, the evaluator shall share the information with the teacher within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the classroom teacher.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

D. Provisions Applicable to All Observations and Observation Conferences

All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations shall be done in consultation with the teacher.

1. Pre-Observation Conferences:

Pre-observation conferences are optional. The classroom teacher may waive the pre-observation conference. There are no required forms for pre-observation conferences.

2. Formal Observations:

a. Definition: “Observe” or “observation” means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

b. A formal observation is a documented observation that has been pre-scheduled prior to the observation.

c. Number and Length of Formal Observations

i. Continuing Contract Classroom Teachers:

- The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length.
- At least one (1) formal observation must be conducted prior to January 20.
- No formal observation shall be less than twenty (20) continuous minutes in length.
- All required formal observations are to be completed no later than May 1st.
- The evaluator may conduct any number of additional formal observations.
- There shall be no less than ten (10) working days between the time of a post-observation conference and the next formal observation, unless requested by the teacher.

ii. Additional Requirements for Provisional Classroom Teachers:

- Within the first ninety (90) calendar days of employment and, if applicable, the second year of provisional status, the employee must be observed at least once for a minimum of thirty (30) minutes.
- A classroom teacher in the third year of provisional status shall be observed at least three times in the performance of his/her duties and the total observation time for the school year shall not be less than 90 minutes.

d. Documentation

All formal observations shall be documented in writing using an observation report form (Appendix N or O). A copy of the form and any working notes shall be provided to the employee within ten (10) working days of the observation. Additionally, working notes shall be provided at least one (1) working day prior to

the post observation conference to allow the employee to review and prepare for this conference.

e. Post Observation Conferences

Post observation conferences shall be held within ten (10) working days of the formal observation. The purpose of the post observation conference is to discuss the observation. At the teacher's request, such conferences shall be held in the teacher's classroom. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If an evaluator determines that sufficient evidence exists for a proficient or higher rating for specified criterion no further evidence is necessary.

3. Informal Observations:

- a. Definition: "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- b. An informal observation is a documented observation that is not required to be pre-scheduled.
- c. Number: An evaluator may conduct any number of informal observations.
- d. Documentation: All informal observations shall be documented in writing using an observation report form (Appendix N or O). A copy of the form shall be provided to the employee within ten (10) working days of the observation.
- e. Post-observation conferences are not required, unless requested by the employee.

E. Evaluation Folder

The evaluator may keep an evaluation folder that will include evaluator working notes, records and materials relevant to the teacher's performance, and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided by or to the classroom teacher. Said folder will be kept in a secure place and be open for inspection only by the classroom teacher by appointment. At the employee's option, another person may be present during review of said folder.

A copy of a completed Teacher Comprehensive Summative Evaluation Form (Appendix P) shall be transferred to the classroom teacher's personnel file at the end of the school year. The evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as he/she continues as the evaluator for that classroom teacher. Once an evaluator is no longer the evaluator of a particular classroom teacher, the following shall occur:

1. All copies of working notes and completed evaluation forms will be destroyed EXCEPT, working notes of employees that have received a Summative score of Basic or Unsatisfactory in the past two years shall be transferred to Human Resources; and completed formative evaluation forms shall be transferred to Human Resources.

The use of eVAL may be used by the evaluator and/or classroom teacher to share and/or store evaluation related information. Any materials mutually accessible in eVAL may be used in the teacher evaluation process.

F. Comprehensive Evaluation Performance Scoring and Ratings

1. **Criterion Scoring:** A classroom teacher shall receive a performance rating for each of the eight (8) evaluative criteria. The summative performance evaluation assumes that the Proficient (3) performance evaluation rating is a professional standard of excellence. Classroom teachers are assumed to be Proficient (3) and evidence is collected in the normal course of professional practice to confirm or modify this performance evaluation rating.
2. **Criterion-level ratings** shall be based upon the preponderance of evidence. This evidence will consider the growth of the classroom teacher over time and the relevancy of the criterion to the classroom teacher's work assignment.
3. **Overall Summative Rating:** The overall summative performance rating is determined by totaling the eight (8) criterion-level ratings as follows:
 - a. 29-32 Distinguished
 - b. 22-28 Proficient
 - c. 15-21 Basic
 - d. 8-14 Unsatisfactory

Note: The overall summative performance rating of Distinguished will be altered if the evaluation contains a low student growth score.

4. **Student Growth Rating:**
 - a. Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as 3.1, 3.2, 6.1, 6.2 and 8.1. Student growth will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
 - b. Upon completion of the overall summative scoring process, the evaluator will total the ratings for each of the five student growth components to determine a student growth rating as follows:
 - (i.) 18-20 high
 - (ii.) 13-17 average
 - (iii.) 5-12 low
 - c. The student growth rating will be factored into the final summative performance rating as follows:
 - (i.) A student growth score of "1" in any of the rubrics will result in an overall low student growth rating.
 - (ii.) A teacher who receives a 4-distinguished rating and a low growth rating will receive an overall evaluation rating of proficient.

- d. Low Student Growth Rating: A student growth rating of “1” in any of the rubrics will result in an overall low student growth impact rating. Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and the evaluator shall engage in a student growth inquiry process and initiate one or more of the following:
 - (i.) Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
 - (ii.) Examine extenuating circumstances which may include one or more of the following: Goal setting process, content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 - (iii.) Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
 - (iv.) Create and implement a professional development plan to address student growth areas.

G. Remediation of Deficiencies

1. Specifying Deficiencies/Growth Plan

After at least two formal observations and prior to giving a final performance rating of unsatisfactory for any employee, or a final performance rating of basic for a second consecutive year or a second year within three consecutive years for a teacher with more than five years of experience, the following shall occur:

- The evaluator shall meet with the employee and communicate verbally and in writing a growth plan.
- The growth plan will identify:
 - specific areas of deficiency(ies) within identified criteria
 - actions to remediate such deficiency(ies), and
 - means by which the evaluator can provide assistance.

The employee shall have at least thirty (30) working days to remediate the area(s) of deficiency(ies). At the employee’s request, the Association President shall accompany the employee at any conference.

2. When Remediation Program Required

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

3. Collegial Assistance

An employee who has received a growth plan shall have the right to request an observation(s) or other appropriate help from one (1) or more fellow employees for the purpose of obtaining constructive suggestions to overcome the deficiency(ies). Release

time for this purpose shall be granted by the District, upon the mutual agreement of the requesting employee and principal.

4. Recommendation for Probation

At the conclusion of the minimum required remediation period in the current school year or the prior school year, the evaluator has the option of recommending to the Superintendent that the employee be placed on probation. The evaluator shall also have the option of recommending to the Superintendent that the employee be placed on probation if the minimum required remediation period occurred in the prior school year. In that event, the evaluator shall complete a Final Evaluation together with any recommendations and submit these and all other evaluation documents to the Superintendent. Copies of all materials submitted to the Superintendent shall be provided to the employee at the same time. The employee shall have the right, upon request, to a confidential conference with the evaluator prior to any decision by the Superintendent to place the employee on probation.

H. Final Evaluation

1. After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a final evaluation. It will include a rating for each criterion, a student growth rating, and an overall summative performance rating.
2. No later than five (5) days prior to the last student day, the evaluator shall provide the teacher with a copy of the Teacher Comprehensive Summative Evaluation Form (Appendix P). The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven days of receipt, a teacher may attach written comments to the evaluation. Either the teacher or evaluator may request a conference to discuss the contents of the evaluation.
3. The District will notify the Association President of all employees receiving an overall summative score of Basic or Unsatisfactory, or a low student growth rating.

Section 7 – Focused Evaluation

A. Applicability

1. A focused evaluation must be completed when a comprehensive summative evaluation is not required by the evaluator. Classroom teachers who receive a comprehensive overall summative evaluation performance rating of level 3-proficient or above in the previous school year may complete a focused evaluation with approval from their principal by September 30th.

B. Focused Evaluation Performance Scoring and Rating

1. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation.
2. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

C. Evaluation Process

1. **Teacher Self-Assessment:** Teacher's shall annually complete a self-assessment of their performance in relation to the evaluative criteria (Appendix L). The teacher shall verbally share their assessment with their evaluator at the goal setting conference. Sharing of the written self-assessment is optional at the teacher's discretion.
2. **Goal Setting Conference:** The classroom teacher and evaluator shall meet prior to October 31, in a goal setting conference. The purpose is to provide an opportunity to discuss the teacher's self-assessment, criterion selection, and to determine a student growth goal.
 - a. **Criterion Selection:** A classroom teacher and his/her evaluator shall select one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
 - b. **Student Growth Criteria:** The focused evaluation shall include the student growth rubrics of the selected criterion. The teacher will share, identify or mutually create a student growth goal, and measures with his/her evaluator. The teacher may elect to use some or all parts of the Goal Setting Process Template (Appendix M). Teachers will submit the goals in writing to their evaluator.
 - If your focus area is Criterion 3, you must incorporate student growth criteria 3.1 and 3.2.
 - If your focus area is Criterion 6, you must incorporate student growth criteria 6.1 and 6.2.
 - If your focus area is Criterion 8, you must incorporate student growth criteria 8.1.
 - If your focus area is Criterion 1, 2, 4, 5, or 7, you must incorporate student growth criterion 3.1/3.2 or 6.1/6.2.
 - c. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing, with rationale, at any time on or before December 15th. A copy of this decision shall also be provided to the Association President.
 - d. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing with rationale, at any time on or before December 15th. A copy of this decision shall also be provided to the Association President.

D. Evidence/Sources of Information

1. Evidence includes but is not limited to observed practice, products, data, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties and/or other information that demonstrates knowledge and skills of the teacher. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher's assignment, and from the normal course of professional performance during the school year.
2. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact a classroom teacher's evaluation, the evaluator shall

share the information with the teacher within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the classroom teacher.

3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

E. Provisions Applicable to All Observations and Observation Conferences

All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations shall be done in consultation with the teacher.

1. Pre-Observation Conferences

Pre-Observation conferences are optional. The classroom teacher may waive the pre-observation conference. There are no required forms for pre-observation conferences.

2. Formal Observations

a. Definition: "Observe" or "observations" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

b. A formal observation is a documented observation that has been pre-scheduled prior to the observation. Scheduling of formal observations shall be done in consultation with the teacher.

c. Frequency of Observation for Focused Evaluation

(i.) The District must ensure that all classroom teachers are observed for the purposes of Focused evaluation at least twice each school year in the performance of their assigned duties.

(ii.) As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.

(iii.) The District must ensure that all employees who are subject to a Focused evaluation are observed for a period of no less than sixty (60) minutes during each school year.

(iv.) At least one (1) formal observation must be conducted prior to January 20.

(v.) No formal observation shall be less than twenty (20) continuous minutes in length.

(vi.) All required formal observations are to be completed no later than May 1.

(vii.) The evaluator may conduct any number of additional formal observations.

(viii.) There shall be no less than ten (10) working days between the time of a post-observation conference and the next formal observation, unless requested by the teacher.

d. Documentation

All formal observations shall be documented in writing using an observation report form (Appendix N or O). A copy of the form and any working notes shall be provided to the employee within ten (10) working days of the observation. Additionally, working notes shall be provided at least one (1) working day prior to the post observation conference to allow the employee to review and prepare for this conference.

e. Post Observation Conferences

Post observation conferences shall be held within ten (10) working days of the formal observation. The purpose of the post observation conference is to discuss the observation. At the teacher's request, such conferences shall be held in the teacher's classroom. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If an evaluator determines that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

3. Informal Observations

- a. Definition: "Observe" or "observation" means the gathering of evidence made through classroom or working visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- b. An informal observation is a documented observation that is not required to be prescheduled.
- c. Number: An evaluator may conduct any number of informal observations.
- d. Documentation: All informal observations shall be documented in writing using an observation report form (Appendix N or O). A copy of the form shall be provided to the employee within ten (10) working days of the observation.
- e. Post-observation conferences are not required, unless requested by the employee.

F. Evaluation Folder

The evaluator may keep an evaluation folder that will include evaluator working notes, records and materials relevant to the teacher's performance, and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided by, or to, the classroom teacher. Said folder will be kept in a secure place and be open for inspection only by the classroom teacher by appointment. At the employee's option, another person may be present during review of said folder. A copy of completed evaluation forms shall be transferred to the classroom teacher's personnel file at the end of the school year. The evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as he/she continues as the evaluator for that classroom teacher.

Once an evaluator is no longer the evaluator of a particular classroom teacher, all copies of working notes and completed formative evaluation forms will be destroyed and completed summative evaluation forms will be transferred to the teacher's personnel file at the District Office.

The use of eVAL may be used by the evaluator and/or classroom teacher to share and/or store evaluation related information. Any materials mutually accessible in eVAL may be used in the teacher evaluation process.

G. Final Evaluation

1. After completion of the required observations, the evaluator shall complete a Teacher Focused Summative Evaluation Form (Appendix Q). It will include the employee's student growth rating, and an overall summative performance rating.
2. No later than five (5) days prior to the last student day, the evaluator shall provide the teacher with a copy of the final evaluation. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven (7) days of receipt, a teacher may attach written comments to the evaluation. Either the teacher or evaluator may request a conference to discuss the contents of the evaluation.

Section 8 – Probation/Nonrenewal Process

A. Probation

At any time after October 15th, a classroom teacher whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean a classroom teacher's work is not judged satisfactory:

1. Unsatisfactory (Level 1); or 2.
2. Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

A classroom teacher who has been transitioned to this evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

B. Probation-Program of Improvement

An employee to be placed on probation shall receive written notice after October 15th, which notice shall:

1. Specify deficiency(ies) and set forth a list of specific recommendations for improvements.
2. State the period of probation shall be in accordance with law.
3. Clearly set forth specific measurable objectives and a reasonable program for improvement designed to assist the employee to overcome the specific deficiency(ies) and specifically set

forth by name those persons who shall be involved in assisting the employee in overcoming the deficiency(ies); and

4. Set forth a direction that the evaluator involved shall provide in writing definite and constructive suggestions to the employee for the elimination of the probationary status.

C. Length of Probation

1. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15th of the same school year.
2. The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

D. Procedure During Probation Period

1. Limit on Transfer or Reassignment During Probation Period
During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.
2. Observations and Conferences
 - a. Number of observations
The probationary employee shall be formally observed a minimum of once a month by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.
 - b. Pre-Observation Conference
A pre-observation conference shall be conducted between the probationary employee and the evaluator not more than three (3), but not less than one (1) day(s) prior to each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator, and establish the date and time for the observation.
 - c. Informal Observation
The evaluator may conduct any number of informal observations under the same procedures as in the regular evaluation process (including documentation).
 - d. Additional Observation Requirements
Each observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.
 - e. Post-Observation Conference

Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within five (5) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.

3. Collegial Assistance

A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.

4. Association Representation

A probationary employee shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the evaluatee so desires.

5. Final Evaluation

Within fifteen (15) calendar days after completion of the probation period, a Final Evaluation shall be completed by the evaluator and discussed with the probationary employee. The employee must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement which ultimately results in a new comprehensive summative performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

6. Alternative Assignment

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

7. Report to the Superintendent

Within fifteen (15) calendar days after completion of the probation period, the evaluator shall submit a written report to the Superintendent, on each probationary employee, which report shall:

- a. Specify the number of observations;
- b. Include all evaluation forms utilized in the evaluation process;

- c. Include a recommendation as to the employee's future employment status; and
- d. Be duplicated and copies given to the evaluator, the employee, and the Association if involved.

8. Action by the Superintendent

The Superintendent shall review the evaluation report and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected employee as required by law. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

E. Appeal Rights

Each classroom teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

F. Non-renewal of Provisional Employees

1. The District's decision to non-renew a provisional employee shall be in accordance with RCW 28A.405.220.
2. In addition to the statutory requirements, before the Superintendent issues a non-renewal notice to a provisional employee, the District will:
 - a. provide notice, no later than March 1st, to the Association President and provisional employee that the District may exercise its statutory right to non-renew a provisional employee's contract and,
 - b. confirm, no later than May 1st, to the Association President and provisional employee the District's intent to non-renew a provisional employee's contract.
3. In addition, the District will provide the Association President no later than October 15th a list of provisional employee teaching out of their area of certification in accordance with State law, and a copy of a written plan of support if required by law.

Section 9 - Forms

A. The structure and format of the forms required by this Article are not to be substantively altered without the written approval of the District and Association.

B. Forms for this process are:

- Appendix L - Teacher Self Assessment
- Appendix M - Goal Setting Process Template (optional resource)
- Appendix N - Teacher Observation Report Form (version 1)
- Appendix O - Teacher Observation Report Form (version 2)

- Appendix P - Teacher Comprehensive Summative Evaluation Form
- Appendix Q - Teacher Focused Summative Evaluation Form

Section 10- Evaluation Re-Opener

Since this is a new evaluation process, the parties anticipate that changes may be needed over the duration of this contract, and therefore, either party may request to re-negotiate the language. Any changes must be in accordance with state law and regulations. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

Section 11 - Grievances

The parties agree that because evaluation processes are continuing processes during the course of the year, the regular timeline for initial filing of a grievance is inapplicable. Instead, a grievance concerning any of the provisions in this Article may be filed at any time during the year, but no later than forty-five (45) calendar days from the employee's receipt of a Final Evaluation.

ESA and Non-Classroom Teacher Evaluation System

Section 12 - Purpose

This Article applies to Educational Staff Associates and non-classroom certificated staff. The evaluation processes outlined herein have one (1) of two (2) purposes:

- A. Summative Evaluation
A summative evaluation is one intended to determine whether the employee is meeting minimum performance standards, to promote professional growth, and to identify improvements, if needed, and assist the employee in making those improvements.
- B. Formative Evaluation
A formative evaluation is intended to promote individual professional growth and development.

The four (4) processes described in the Article and their intended purpose is listed below:

1. Regular Process (Summative)
2. Probation Process (Summative)
3. Short Form Process (Summative)
4. Short Form Process - Professional Growth Option (Formative)

Section 13 - Provisions Applicable to Current Process

- A. Forms
The structure and format of the forms required by this Article are not to be substantively altered, provided the spaces allowed may be enlarged by utilizing computer-driven versions of said forms or by attaching additional pages.

Forms required by this Article are:

- Appendix N - Teacher Observation Form (version 1),
- Appendix S - Form C: Final Evaluation Form (Teachers),
- Appendix T - Form D: Final Evaluation Form (Specialists),
- Appendix U - Form E: Short Form Observation Report,
- Appendix V - Form F: Interest to Participate in PGO,

Appendix W – Form G: Participant’s PGP Form,
Appendix X – Form H: PGO Reflection Form.

Any form providing for an employee signature is intended only to indicate employee receipt of the completed form and not to indicate agreement with its completed content.

Within seven (7) calendar days of receipt, an employee may add written comments to the form where space is provided and/or attach written comments.

B. Grievances

The parties agree that because evaluation processes are continuing processes during the course of the year, the regular timeline for initial filing of a grievance is inapplicable. Instead, a grievance concerning any of the provisions in this Article may be filed at any time during the year, but no later than forty-five (45) calendar days from the employee's receipt of a Final Evaluation (Forms C, D, or H).

C. On an annual basis, the Association and the District shall confer and determine the need for joint evaluation training.

Section 14 - Provisions Applicable to all Summative Processes

A. Evaluation Criteria

Summative evaluations are to be based on the evaluative criteria contained in Section 18.

B. Evaluator

The evaluator shall be the principal of the school to which the employee is assigned or an administrative designee holding a provisional or standard administrator's credential. The evaluator for each employee shall be designated prior to beginning the process. With the exception of OTs, PTs, SLPs, psychologists, and CBTC employees, all special education employees shall be evaluated by a building principal.

Elementary Resource Teachers: A special education administrator may provide input regarding the employee’s performance as it relates to program implementation and compliance issues. In the event the evaluator receives information from a special education administrator that may be considered in the teacher’s evaluation, the evaluator shall share the information in a timely manner with the teacher either in writing or in a meeting, and provide the teacher with an opportunity to respond or provide relevant information. Such input, when substantiated by the evaluator, may be used in the teacher’s final evaluation.

Subject to agreement between the Association and the District, an employee shall be granted an alternate evaluator upon request.

C. Sources of Information for Evaluation

Sources of information for evaluative comments are:

1. Evidence includes but is not limited to observed practice, products, data and/or other information that demonstrates knowledge and skills of the teacher with respect to the evaluative criteria. Both the employee and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher’s assignment, and from the normal course of professional performance during the school year.

2. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
3. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
4. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact an employee's evaluation, the evaluator shall share the information with the employee within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the employee.

D. Evaluation Ratings--Definitions

When used to describe job performance the terms below shall have the following meanings:

Satisfactory: In the judgment of the evaluator, the employee's job performance either meets or exceeds minimum performance standards.

Unsatisfactory: In the judgment of the evaluator, the employee's performance is below minimum performance standards.

E. Evaluation Folder

The evaluator may keep an evaluation folder that will include working notes and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided to the employee. Said folder will be kept in a secure place and be open for inspection only by the employee at any time during the workday. At the employee's option, another person may be present during review of said folder. A copy of completed evaluation forms shall be transferred to the employee's personnel file before the end of each school year, provided the evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as he/she continues as the evaluator for that employee.

Once an evaluator is no longer the evaluator of a particular ESA/classroom teacher, all copies of working notes and completed formative evaluation forms will be destroyed EXCEPT, working notes of employees that have received an overall Unsatisfactory in the past two years shall be transferred to Human Resources; and completed summative evaluation forms shall be transferred to Human Resources.

F. Appeal Rights

Each employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

Section 15 - Regular Process (Summative)

A. Applicability

All employees are to be annually evaluated under the regular process unless eligible for either of the short form processes described herein.

B. Observations

All observations are to be conducted so as not to interfere unreasonably with the normal teaching-learning process.

C. Observation Conferences

Pre-observation conferences are optional. The evaluator and employee may mutually waive the pre-observation conference. At this conference the evaluator and employee may:

1. Discuss the evaluation process for mutual understanding, and
2. Discuss the first formal observation, including the criteria that will be observed by the evaluator, and establish the date for the observation.

D. Formal Observations

1. Definition: A formal observation is a documented observation that has been pre-scheduled prior to the observation. The requirement to preschedule one or both formal observations may be waived by mutual agreement of the employee and his/her evaluator.

2. Number and Length:

- a. New and/or Provisional Employees: The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length. Within the first ninety (90) calendar days of employment and, if applicable, the second year of provisional status, the employee must be observed at least once for a minimum of thirty (30) minutes. An employee in the third year of provisional status shall be observed at least three (3) times in the performance of his/her duties and the total observation time for the school year shall not be less than ninety (90) minutes. All required formal observations are to be completed no later than May 1, unless otherwise conducted pursuant to a growth plan. No formal observation shall be less than twenty (20) continuous minutes in length.
- b. Continuing Contract Employees: The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length. At least one (1) formal observation must be conducted prior to January 20. No formal observation shall be less than twenty (20) continuous minutes in length.

The evaluator may conduct any number of additional formal observations.

3. Documentation: All formal observations shall be documented in writing using an observation report form. A copy of the observation report form and working notes shall be provided to the employee within ten (10) working days of the observation.

E. Informal Observations

1. Definition: An informal observation is a documented observation that is not required to be pre-scheduled.
2. Number: An evaluator may conduct any number of informal observations.
3. Documentation: All informal observations shall be documented in writing using an observation report form. A copy of the form and working notes, if any, shall be provided to the employee within ten (10) working days of the observation.

F. Post Observation Conferences

Post observation conferences shall be held within ten (10) working days of the observation. The purpose of the post observation conference is to discuss the observation. It may also include a

review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom.

G. Remediation of Deficiencies

1. Specifying Deficiencies and Program for Improvement

After at least two formal observations and prior to giving a final performance rating of unsatisfactory, the following shall occur:

- a. The evaluator shall meet with the employee and communicate a growth plan verbally and in writing.
- b. The growth plan will identify:
 - (i.) specific areas of deficiency(ies) within identified criteria
 - (ii.) actions to remediate such deficiency(ies), and
 - (iii.) means by which the evaluator can provide assistance.

The employee shall have at least thirty (30) working days to remediate the area(s) of deficiency(ies). At the employee's request, the Association President shall accompany the employee at any conference.

2. When Remediation Program Required

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

3. Collegial Assistance

An employee who has received a growth plan shall have the right to request an observation(s) or other appropriate help from one (1) or more fellow employees for the purpose of obtaining constructive suggestions to overcome the deficiency(ies). Release time for this purpose shall be granted by the District, upon the mutual agreement of the requesting employee and principal.

4. Recommendation for Probation

At the conclusion of the minimum required remediation period in the current school year or the prior school year, the evaluator has the option of recommending to the Superintendent that the employee be placed on probation. The evaluator shall also have the option of recommending to the Superintendent that the employee be placed on probation if the minimum required remediation period occurred in the prior school year. In that event, the evaluator shall complete a Final Evaluation together with any recommendations and submit these and all other evaluation documents to the Superintendent. Copies of all materials submitted to the Superintendent shall be provided to the employee at the same time. The employee shall have the right, upon request, to a confidential conference with the evaluator prior to any decision by the Superintendent to place the employee on probation.

H. Final Annual Evaluation

1. Requirement

After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a Final Evaluation.

2. Post Evaluation Conference

No later than the last student day, the evaluator shall provide the teacher with a copy of the final evaluation. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven days of receipt, a teacher may attach written comments to the evaluation. Either the teacher or evaluator may request a conference to discuss the contents of the evaluation.

Section 16 - Probation Process (Summative)

A. Applicability

The process shall apply to any employee the Superintendent has placed on probation. A probation period shall not overlap school years.

Provisional employees as defined by State law are excluded from the probationary procedures contained herein. See paragraph D herein for non-renewal provisions applicable to provisional employees.

B. Notice of Probation

An employee to be placed on probation shall receive written notice after October 15th, which notice shall:

1. Specify deficiency(ies) and set forth a list of specific recommendations for improvements.
2. State the period of probation shall be in accordance with law.
3. Clearly set forth specific measurable objectives and a reasonable program for improvement designed to assist the particular certificated employee to overcome the specific deficiency(ies) and specifically set forth by name those persons who shall be involved in assisting the certificated employee in overcoming the deficiency(ies); and
4. Set forth a direction that the evaluator involved shall provide in writing definite and constructive suggestions to the employee for the elimination of the probationary status.

C. Procedure during Probation Period

1. Limit on Transfer or Reassignment During Probation Period

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment or reassignment as contemplated by either the individual or the school district.

2. Observations and Conferences

a. Number of Observations

The probationary employee shall be formally observed a minimum of once a month by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.

b. Pre-observation Conferences

A pre-observation conference shall be conducted between the probationary employee and the evaluator not more than three (3), but not less than one (1) day(s) prior to each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator, and establish the date and time for the observation.

c. Informal Observations

The evaluator may conduct any number of informal observations under the same procedures as in the regular evaluation process (including documentation).

d. Additional Observation Requirements

Each observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.

e. Post-observation Conferences

Following each formal observation, a post-observation conference between the evaluator and the probationary employee shall be held within five (5) working days at which time a copy of the observation report form and working notes shall be provided to the probationary employee. At this time the parties shall discuss the observation report form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.

3. Collegial Assistance

A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the principal.

4. Association Representation

A probationary employee shall have the right to have present a representative of the Association at all pre-observation and post observation conferences if the evaluatee so desires.

5. Final Evaluation

Within fifteen (15) calendar days after completion of the probation period, a Final Evaluation shall be completed by the evaluator and discussed with the probationary employee.

6. Alternative Assignment

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

7. Report to Superintendent

Within fifteen (15) calendar days after completion of the probation period, the evaluator shall submit a written report to the Superintendent, on each probationary employee, which report shall:

- a. Specify the number of observations;
- b. Include all evaluation forms utilized in the evaluation process;
- c. Include a recommendation as to the employee's future employment status; and
- d. Be duplicated and copies given to the evaluator, the employee, and the Association if involved.

8. Action by Superintendent

The Superintendent shall review the evaluation report and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected employee as required by law.

D. Non-renewal of Provisional Employees

1. The District's decision to non-renew a provisional employee shall be in accordance with RCW 28A.405.220.
2. In addition to the statutory requirements, before the Superintendent issues a nonrenewal notice to a provisional employee, the District will: (i) provide notice no later than March 1st, to the Association President and provisional employee that the District may exercise its statutory right to non-renew a provisional employee's contract and (ii) confirm, no later than May 1st, to the Association President and provisional employee the District's intent to non-renew a provisional employee's contract.
3. In addition, the District will provide the Association President no later than October 15th, a list of provisional employees teaching out of their area of certification in accordance with State law, and a copy of a written plan of support if required by law.

Section 17 - Short Form Process (Summative)

A. Applicability

After an employee has four (4) years of satisfactory evaluations in the District, an evaluator may use a short form of evaluation as described herein. The employee may request use of the short form, but the decision rests with the evaluator. A satisfactory evaluation shall be deemed to be one in which the employee's Final Evaluation is rated satisfactory.

The regular evaluation process shall be followed at least once every three (3) years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year.

B. Short Form Procedure

1. Notice

An employee may request the short form process be used. Regardless if requested, if an evaluator intends to use the short form process, the employee shall be notified in writing prior to the beginning of the process. The employee may request the regular process at that time.

2. Observation

The evaluator shall conduct one (1) thirty (30) minute formal observation during the school year utilizing Form E. The observation shall be arranged a minimum of two (2) and a maximum of ten (10) working days prior to the observation. The completed Form E and any working notes shall be provided to the employee within ten (10) working days of the observation.

C. Limitation

The short form summative evaluation process shall not be used as a basis for placing an employee on probation or for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract.

Section 18 - Professional Growth Option (Formative)

A. Purpose

The Professional Growth Option ("PGO") is part of an overall District commitment to the professional growth and development of each staff member. Employees interested in the PGO should review the Professional Growth Option Handbook (See Appendix Y).

B. Participation Criteria

The PGO shall be available and voluntary to employees who have successfully completed four (4) years of satisfactory summative evaluations (including the year prior to entering the PGO) with at least two (2) years in the District. Participation in and renewal of PGO plans are contingent on mutual agreement between the evaluator and the employee. If no agreement can be reached, the employee will be evaluated using the Summative Evaluation system. See Handbook for additional criteria.

C. PGO Process

There are specific timelines and procedures that govern the employee's participation in the PGO. See the Handbook for details.

D. Development of PGO Plan

The PGO participant shall develop a PGO Plan ("Plan") in accordance with the Handbook. A Plan may be developed for multiple years. All PGO participants shall complete Form G and Form H of the Handbook annually (also Appendices U and V herein).

E. Continuation of PGO

During the PGO period, the participant must continue to demonstrate satisfactory performance in the evaluative criteria required by state statute and identified in Section 18 of this Article. If the evaluator cannot verify that these criteria are being met, the employee will be removed from the PGO Plan and be placed on the Summative Evaluation System.

F. Records and Data

All records, documents, forms and data generated during the PGO year are the property of the participant, provided that a copy of Form H shall be maintained in the employee's personnel file.

During the year, the administrator may maintain a working file for each PGO participant that may include a copy of Form F, Form G, any working notes taken by the administrator, and any other materials requested by the participant to be included in said file. At the conclusion of the PGO, the contents of said file shall be given to the participant and no copies of the materials therein shall be maintained by the District.

G. Limitation of PGO

The PGO shall not be used by the District as a basis for placing an employee on probation or for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract.

Section 19 - Evaluative Criteria

The evaluative criteria set forth herein shall be utilized by the evaluator in performing the annual evaluation of each employee. The indicators listed below are not a checklist. The indicators are guidelines and are being provided to offer clarity, give examples, and provide a common language for teacher and administrator alike. Not all indicators will be demonstrated in any one lesson or perhaps even a series of lessons. The evaluator shall be limited to those criteria and indicators contained in the Agreement.

A. Certificated Classroom Employees

1. **Instructional Skill:** The certificated classroom employee demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

Indicators: The certificated classroom employee:

- a. Plans and teaches to long term, short term and daily instructional objectives which are clear, specific and measurable;
- b. Provides practice of key lesson objectives;
- c. Connects objective to student interest and background in meaningful context for learning;
- d. Plans for and uses individual, small group and large group instructional experiences as appropriate to the instructional objective(s);
- e. Provides students opportunities for thinking, problem solving and applications of key learnings;
- f. Organizes and sequences objectives appropriately to build upon previous learning and foundational concepts;
- g. Uses appropriate materials and technology as vehicles for student learning;
- h. Differentiates instruction and assessment for differences in student ability, interest, experience, cultural values and recommendations of IEPs, 504 plans and other legal or building requirements;
- i. Provides for specific feedback to students about their progress and engages them in self-evaluation;
- j. Uses assessments during the lesson to make necessary modifications in lesson content, delivery and/or level of difficulty;

- k. Uses a variety of instructional strategies—e.g. direct instruction, cooperative learning, project-based learning, discovery learning;
 - l. Analyzes lesson outcomes and makes appropriate revisions in future lessons in light of this analysis and understanding of best practice.
2. **Classroom Management:** The certificated classroom employee demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Indicators: The certificated classroom employee:

- a. Makes appropriate use of time, including: beginning and ending the class on time and using appropriate pacing;
 - b. Engages students in high interest, relevant, meaningful activities which are at the correct levels of difficulty and complexity and which lead students to the attainment of the instructional objective;
 - c. Communicates clear expectations for student behaviors that have been defined, taught, reinforced and enforced;
 - d. Attends to and proactively plans for conditions that contribute to the health and safety of students;
 - e. Makes smooth transitions cognitively and behaviorally, from one activity or objective to another;
 - f. Maintains grades and attendance records as required by law and district policy;
 - g. Provides plans for substitute teachers;
 - h. Monitors student learning and behavior throughout the lesson;
 - i. Prepares materials and resources needed for instruction prior to the class session.
3. **Professional Preparation and Scholarship:** The certificated classroom employee exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Indicators: The certificated classroom employee:

- a. Demonstrates knowledge of current theory and methods of teaching his/her subject area, including: an understanding of the essential learnings, benchmarks and assessment options;
 - b. Collaborates with colleagues in curriculum planning, instruction, assessment and classroom management;
 - c. Communicates both agreement and disagreement in a professional manner with staff, students, administrators and parents;
 - d. Uses effective principles and methods of learning theory and best practice in the design and delivery of student learning experiences.
4. **Effort Toward Improvement:** The certificated classroom employee demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

Indicators: The certificated classroom employee:

- a. Uses results of self-assessment, feedback, and student performance to continue, modify or revise instruction and assessment practice;
- b. Incorporates suggestions for improvement presented by evaluator into future lessons;

- c. Participates in professional development activities and incorporates ideas and suggestions gained from them into own lessons;
- d. Seeks feedback from students that remains the property of the teacher.

5. The Handling of Student Discipline and Attendant Problems: The certificated classroom employee demonstrates the ability to manage the non-instructional, human dynamics in the education setting.

Indicators: The certificated classroom employee:

- a. Develops positive relationships with students, other staff, administrators and parents;
- b. Creates a positive, safe, caring, learning-focused classroom environment;
- c. Clearly defines and communicates to students, parents and/or guardians classroom behavioral expectations that are consistent with school and district discipline policies and procedures;
- d. Uses a variety of prevention/intervention strategies to encourage appropriate behavior and facilitate habits of self-discipline;
- e. Anticipates, recognizes and corrects conditions which, if left unchecked, could lead to discipline problems;
- f. Consults and cooperates with parents, colleagues, support staff and/or administrators when necessary, to develop and implement student behavior plans;
- g. Maintains appropriate confidentiality;
- h. Works toward resolution of discipline problems in accordance with law and district policy.

6. Interest in Teaching Pupils: The certificated classroom employee demonstrates an understanding of a commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom employee demonstrates enthusiasm for and enjoyment in working with pupils.

Indicators: The certificated classroom employee:

- a. Interacts with students in a respectful manner;
- b. Understands and provides for individual differences in rate and degree of learning, learning style, ability level and cultural background;
- c. Involves students when appropriate in the planning of learning experiences, selection of activities, and options for assessment;
- d. Helps students to develop efficient work habits;
- e. Challenges student thinking at appropriate levels of difficulty and complexity.

7. Knowledge of Subject Matter: The certificated classroom employee demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s), appropriate to the elementary and/or secondary level(s).

Indicators: The certificated classroom employee:

- a. Teaches to district curriculum and the state essential learnings;
- b. Keeps current with knowledge of subject matter, essential learnings, instructional skills, assessment strategies and researched best practice;
- c. Relates subject matter to student ability, student experiences, real world connections and other subject areas;
- d. Provides appropriate examples, explanations, modeling, demonstrations and illustrations to assist student understanding of the content area;

- 8. Professional Responsibilities:** The certificated classroom teacher demonstrates a commitment to and follows through on the non-instructional elements of the role.

Indicators: The certificated classroom employee:

- a. Communicates with parents and/or District staff to report child's level of academic success in class;
- b. Collaborates with and responds professionally to colleagues, parents and administrators;
- c. Seeks assistance, as appropriate, from support staff, administrators and parents;
- d. Participates in and follows through on building plans, including emergency preparations, supervision requirements, instructional delivery plans and collaboration with colleagues;
- e. Communicates student failure to parents and/or relevant District staff;
- f. Trains and supervises classified staff and volunteers as appropriate.

B. Certificated Support and Special Service Employees

- 1. Knowledge of Subject Matter in a Specialist Field:** The support services professional demonstrates the knowledge and use of specialized skills.

Indicators: The certificated support employee:

- a. Provides assessments and evaluates students' needs;
- b. Identifies appropriate goals and objectives based on student data;
- c. Plans and implements appropriate interventions/ programs to meet individual student needs;
- d. Utilizes a repertoire of strategies/ techniques to meet a variety of student needs;
- e. Delivers services in a variety of groupings, i.e. individual, small group or large group;
- f. Utilizes equipment, materials, personnel, and other available resources to effectively meet student needs;
- g. Delivers clear instructions, explanations, and expectations;
- h. Assesses achievement of goals and objectives established for students and modifies interventions/ programs as appropriate;
- i. Assists and guides other professionals in developing appropriate programs/ accommodations for individual students;
- j. Assists parents in developing appropriate expectations/ accommodations for their children;
- k. Advocates for appropriate accommodations for students as needed;
- l. Assists in proper referrals of students to specialists and agencies as appropriate;
- m. Plans for and supervises classified personnel, volunteers and/or student assistants assigned to the program.

- 2. Support Services Skills:** The support services professional demonstrates specific skills in assisting pupils, parents and educational personnel.

Indicators: The certificated support employee:

- a. Has a variety of strategies for developing rapport with appropriate student populations;
- b. Respects the unique characteristics of each student;

- c. Interprets student information and needs for students, parents, and other professionals as needed;
- d. Participates in parent, student and teacher conferences and initiates such conferences as needed;
- e. Consults with students, school personnel, and parents as needed;
- f. Provides assistance to students in dealing with educational, personal, and social problems that may be inhibiting their ability to learn;
- g. Assists with the identification and referral of students in need of specialized service.

3. Student Discipline and Attendant Problems: The support services professional handles student discipline and attendant problems.

Indicators: The certificated support employee:

- a. Defines and communicates to students and parents behavior expectations that are consistent with school and district discipline policies and procedures;
- b. Deals with students fairly and consistently;
- c. Utilizes a variety of progressive interventions to encourage appropriate behavior;
- d. Consults and cooperates with parents, staff, and administrators to develop and implement remediation plans for behavior problems;
- e. Organizes the physical setting to facilitate safe and private interactions with students, staff, and parents;
- f. Makes current referral and self-help information readily available;
- g. Organizes and maintains records for the specialized field;
- h. Maintains the confidentiality of communications and records;
- i. Exercises care for physical safety and develops plans for emergencies and unusual situations.

4. Professional Preparation and Scholarship: The support services professional demonstrates professional preparation and scholarship and a commitment to education as a profession.

Indicators: The certificated support employee:

- a. Maintains knowledge, techniques, and methods appropriate to the specialized human services field;
- b. Seeks professional growth opportunities that increase operational skills, i.e., workshops, professional reading, conferences, and memberships in appropriate professional organizations;
- c. Attends appropriate staff meetings;
- d. Maintains the dignity of the profession by respecting and adhering to school law, state regulations, board policy, and administrative procedures;
- e. Adjusts to changing conditions and unexpected situations;
- f. Prepares and disseminates information for the school;
- g. Recognizes when collaboration is appropriate and consults with other professionals;
- h. Formulates and implements philosophies, policies, and objectives specific to the program.

5. Involvement in Assisting Pupils and Parent: The support services employee demonstrates communication skills.

Indicators: The certificated support employee:

- a. Presents information clearly and professionally in both oral and written form;

- b. Utilizes effective listening techniques;
- c. Confers with colleagues, administrators, and/or parents;
- d. Maintains confidentiality concerning information about students and their families;
- e. Participates in and supports team decisions;
- f. Deals with differences in constructive ways.

6. Effort Toward Improvement: The support services employee demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

Indicators: The certificated support employee:

- a. Uses results of self-assessment, feedback, and student performance to continue, modify or revise instruction, assessment and other work-related practices;
- b. Incorporates suggestions for improvement presented by evaluator into future lessons;
- c. Participates in professional development activities and incorporates ideas and suggestions gained from them into own lessons or practices;
- d. Seeks feedback from students that remains the property of the teacher.

ARTICLE XI - GRIEVANCE

Section 1 - Grievance Procedure

A. Definitions:

A grievant shall mean an employee, group of employees or the Association making an allegation of a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

A grievance shall mean an allegation by the grievant that a specific provision of this Agreement has been violated, misinterpreted and misapplied.

"Days" shall mean employee employment days, except as otherwise indicated. If the stipulated time limits are not met at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure.

An employee's evaluation is subject to grievance only to the extent of an alleged violation, misinterpretation, or misapplication of evaluation procedures. The substance of evaluations shall be subject to the appeal procedure defined in Article X -- "Evaluation," and shall be separate from the provisions of this Article.

B. Limitation:

All formal grievances shall be initiated by the grievant within forty-five (45) calendar days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied. Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. This grievance procedure shall be the exclusive method of resolving grievances covered hereby, unless otherwise expressly provided in this Agreement.

C. Procedures:

1. Step One, Informal

A unit member grievant shall attempt to resolve the situation giving rise to the grievance by an informal conference with the grievant's immediate supervisor or other appropriate administrator. The Association when acting as grievant shall on its own behalf initiate a grievance by attempting to resolve the situation giving rise to the grievance through a conference with the appropriate administrator having lowest level of authority over the situation.

Three (3) days shall be allowed for this informal process to resolve the grievance. If the informal process fails to resolve the grievance, the grievant may initiate the formal grievance process in accordance with the following:

- a. A grievance involving only one employee or group of employees at the same school shall be initiated at Step One Formal as defined below.
- b. A grievance involving more than one employee at more than one school may be initiated at Step Two as defined below.
- c. A grievance involving an Association right may be initiated at Step Two as defined below.

2. Step One, Formal

Within the time period provided herein, the grievant(s) shall present to his/her immediate supervisor or his/her building principal, as applicable, his/her grievance on a grievance form provided by the Association (Form A, Appendix Z). The immediate supervisor shall arrange a meeting with the grievant(s) and an Association representative, if requested by the grievant, within four (4) days thereafter. The grievant shall have the option of having the grievance presented by an Association representative, if he/she so desires. Within three (3) days after such meeting the immediate supervisor or principal, as applicable, shall provide the grievant with a written decision (Appendix AA).

3. Step Two

If the decision rendered under Step One does not resolve the grievance within five (5) days, or if the supervisor or principal has failed to meet said time limit, the grievant(s) may, within three (3) days thereafter, appeal the grievance in writing (Form C, Appendix BB) to the Superintendent, or his/her designee, which designee may not be the supervisor involved.

The Superintendent or his/her designee shall arrange for a hearing by the grievant(s) to take place within five (5) days of receipt of the appeal. The grievant(s) and the District shall have the right to include at the hearing such witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days to provide his/her written decision to the grievant(s) (Form D, Appendix CC).

Grievances by the Association shall be initiated at Step Two.

4. Step Three

- a. If the grievant(s) is not satisfied with disposition of his/her grievance at Step 2, or if no decision has been rendered within the time specified therein, the grievant(s) may within five (5) days after notification thereof request, in writing, with copies to the District and the Association, that the Association submit the grievance to Arbitration.

The Association, by written notice to the Superintendent, within ten (10) days after receipt of the request from the aggrieved person, may request arbitration (Form E, Appendix DD).

- b. The arbitrator shall be selected by the American Arbitration Association in accord with its Voluntary Labor Arbitration Rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration any ground or to rely on any evidence not previously disclosed to the other party.
- c. The arbitrator, who shall function in a judicious and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall have no power to change, add to, subtract from, or delete from any of the specific terms of this Agreement. The arbitrator shall have no power to rule on the non-renewal of provisional employee contracts. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or by this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases regarding arbitrability and the merits before resolving or deciding upon either issue. Both parties agree to be bound by the award of the arbitrator, and that judgment may be entered in any court of competent jurisdiction. The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties. Provided, however, the arbitrator may not award any relief which imposes any obligation upon the District or Association with respect to any period of time either before the effective date of this Agreement or after the expiration date of this Agreement.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association; all other costs including attorney fees will be borne by the party incurring them.
- e. By mutual agreement, the Association and the District may agree to utilize the rules for expedited arbitration of the American Arbitration Association. The arbitrator, in such an event, shall have the same authority as provided by paragraph c. above.

D. Representation:

At least one (1) Association representative may, at the option of the Association, be present for any meeting, hearing, appeals, or other proceeding related to a grievance.

E. Time Limit Exception:

When a grievance is submitted or the time limits occur on or after June 1, time limits shall consist of week days, exclusive of Saturdays and Sundays so that the matter may be resolved as soon as possible thereafter.

Any deviation from the time limits on or after June 1 must be by mutual consent of the grievant and the District.

F. Reprisals:

No reprisals of any kind will be taken by the Board or the School Administration against any employee because of his/her participation in any grievance. In the event of any alleged reprisals under this paragraph F, the Association shall have the right to initiate a grievance related to said reprisal at Step Two.

G. Cooperation of Board, Administration and Association:

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such information as is pertinent to the processing of a grievance. The Association will likewise cooperate with the Board and the administration in its investigation of any grievance, and further will furnish the District such information as is pertinent to the processing of a grievance.

H. Personnel Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants

I. Grievance Forms:

Forms for filing and processing grievances shall be provided by the District and available through the Association.

J. Continuity of Grievance:

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

ARTICLE XII - DURATION AND COLLABORATIVE PROCESS DURING TERM

A. Duration

This Agreement shall be effective as of September 1, 2016, and shall continue in effect through August 31, 2019.

Negotiations between the parties on a successor Agreement shall begin at least one hundred twenty (120) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for specific periods by mutual agreement of the parties.

B. Collaborative Process During the Term of the Agreement

The parties have arrived at this Agreement through a collaborative bargaining process, and there is a common desire to continue such collaboration during the term of the Agreement. Therefore, the parties agree to create a Labor Management Committee (LMC), as well as Special Education LMC (SPED LMC) that will operate under the following guidelines:

1. Key decision makers

The LMC shall include key decision makers on both sides.

LMC: Reasonable efforts shall be made to limit the number of representatives per party to five (5).

SPED LMC: Each party shall appoint a minimum of three (3) and a maximum of six (6) representatives to serve on this committee.

2. Authority

The LMC shall, as needed, obtain sufficient authority from those to whom they are responsible so that true problem solving occurs and decisions can be made.

SPED LMC may make recommendations for changes to the collective bargaining agreement to the LMC. Ultimately decisions are made in compliance with federal and state laws, and the provisions of the collective bargaining agreement.

SPED LMC is charged with ensuring educator input in the development, revision, and implementation of special education procedures, including, but not limited to:

- Budgets and ordering
- Inclusion of IEP students in general education setting
- In-District change of placement
- Procedures to ensure support for high needs students
- Requesting additional adult assistance
- Alignment of special education programs and the continuum of services
- Transitions between levels

Many of the agreements coming from the LMC during the term of a contract could take any of the following forms:

- A. Memorandums of Understanding: Usually for clarifications of practice, contract interpretation, etc.
- B. Memorandums of Agreement: Usually go beyond just clarifications and would involve new agreements between the parties on substantive matters which both parties agree should be formally agreed to but not included in the contract.
- C. Contract Amendments: These would be formal amendments to the existing contract. Nothing should inhibit the parties from mutually agreeing to amend the contract during its term, subject to any ratification procedure.

3. Frequency of meetings

LMC: Both parties agree that for the LMC to be successful during the school year, it may require meetings at least every month. Released time for at least half of these meetings shall be available at the Association's request provided that the cost of substitutes will be borne equally by the Association and the District. Such release days shall not be considered Association leave days under Article III Section 6 of this Agreement. Both parties will make good faith efforts to insure regular attendance by those named to the LMC.

SPED LMC: This committee will meet five times per year (with a sixth meeting if determined necessary) beginning in October.

4. Use of resources, experts, sub groups, or work teams

Each LMC shall make full use of available resources and experts for specific problems. LMC will often call on those who are experiencing a particular problem and those who have some authority regarding that problem to attend LMC meetings to add their insights and knowledge to LMC's deliberations. Each LMC may also form whatever subgroups or work teams it deems appropriate to study an issue and make a recommendation(s) back to their respective LMC.

5. Jointly developed agendas

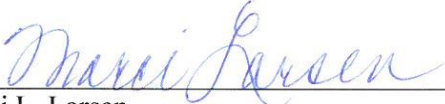
Agendas for LMC meetings must be jointly developed and mutually agreed upon.

6. Facilitating
Each LMC meeting shall be chaired or facilitated on an alternate basis by the District and Association. The facilitators for each party shall be chosen by that party's representatives to the LMC.

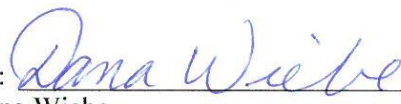
SIGNATURE OF PARTIES

THIS AGREEMENT has been ratified by the parties and is hereby executed by their duly authorized respective representatives as follows:

FOR THE DISTRICT

By: 
Marci L. Larsen
Superintendent

FOR THE ASSOCIATION

By: 
Dana Wiebe
Association President

DATED THIS 31st DAY OF AUGUST, 2016

Mukilteo School District and Mukilteo Education Association

CONTRACT WAIVER REQUEST FORM

The Collective Bargaining Agreement between the Mukilteo School District and the Mukilteo Education Association provides a process for a school’s staff to obtain a waiver of a specific contract provision (see Article II, Section 8 of the Agreement). This form must be used to request a waiver.

School _____ Date _____

1. What specific contract provision will be waived?

2. What is the rationale for the requested waiver?

3. What are the beginning and ending dates for the requested waiver?

(Note: No waiver will be granted for a duration that extends beyond the expiration date of the current Collective Bargaining Agreement.)

Beginning: _____ Ending: _____

4. What position(s) are affected by the waiver and how are they affected?

5. Does the decision reflect at least 90% approval of all MEA's bargaining members at the school site?

(Request a school member list from the MEA office prior to voting via secret paper ballots.)

Yes _____ No _____

Describe how the decision was made:

6. What is the potential cost or budget impact of the waiver?

7. Explain how the waiver, if granted, might affect other employees outside of the school site and other operations of the district.

This form must be submitted to the Superintendent and Association President. Final approval must be received from the District and MEA prior to implementation of the requested waiver.

Building Principal

MEA Building Representative

Date

Date

RESPONSE TO WAIVER REQUEST

_____ Request granted:

_____ Request denied but would be granted under the following conditions:

_____ Request denied for the following reasons:

Superintendent

MEA President

Date

Date

ASSIGNMENT OF WAGES FORM (RELIGIOUS OBJECTION)

MUKILTEO EDUCATION ASSOCIATION

Name _____

Address _____

City _____ Zip _____

TO: Mukilteo School District No. 6

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the

charitable organization such representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Mukilteo Education Association between August 1 and September 1 of any calendar year and further agree that my revocation shall be effective September 1 of the year in which notice of revocation is given.

Date

Signature

MUKILTEO EDUCATION ASSOCIATION**2016 -2017 BASE**

	BA	BA+15	BA+30	BA+45	BA+90	G+135	MA 45	MA 90	MA 135	PHD
	1	2	3	4	5	6	7	8	9	10
1	\$35,700	\$35,700	\$35,700	\$36,076	\$39,716	\$43,024	\$42,802	\$42,802	\$45,011	\$45,672
2	\$35,700	\$35,700	\$35,700	\$37,897	\$41,701	\$45,343	\$42,802	\$43,686	\$47,328	\$47,989
3	\$35,700	\$36,053	\$36,709	\$39,331	\$43,264	\$47,198	\$42,802	\$45,232	\$49,163	\$49,820
4	\$35,997	\$36,640	\$37,282	\$40,335	\$44,352	\$48,531	\$42,802	\$46,279	\$50,459	\$51,102
5	\$36,916	\$37,551	\$38,188	\$41,688	\$45,826	\$50,282	\$43,599	\$47,735	\$52,190	\$52,827
6	\$37,810	\$38,442	\$39,069	\$43,011	\$47,265	\$51,991	\$44,901	\$49,156	\$53,882	\$54,512
7	\$39,069	\$39,702	\$40,333	\$44,743	\$49,156	\$54,195	\$46,634	\$51,048	\$56,088	\$56,715
8	\$39,932	\$40,556	\$41,180	\$46,016	\$50,539	\$55,841	\$47,887	\$52,411	\$57,713	\$58,336
9	\$41,180	\$41,804	\$42,427	\$47,731	\$52,411	\$58,025	\$49,601	\$54,284	\$59,897	\$60,520
10	\$42,427	\$43,050	\$43,675	\$49,446	\$54,283	\$60,210	\$51,318	\$56,154	\$62,081	\$62,705
11				\$51,163	\$56,154	\$62,393	\$53,035	\$58,025	\$64,265	\$64,888
12				\$52,878	\$58,025	\$64,576	\$54,750	\$59,897	\$66,448	\$67,072

BA Minimum = \$35,700 MA Minimum = \$42,802

2016 - 2017 TRI

	BA	BA+15	BA+30	BA+45	BA+90	G+135	MA 45	MA 90	MA 135	PHD
	1	2	3	4	5	6	7	8	9	10
1	\$14,264	\$14,342	\$14,419	\$14,707	\$16,193	\$17,541	\$16,882	\$17,308	\$18,352	\$18,626
2	\$14,419	\$14,497	\$14,587	\$15,451	\$17,001	\$18,486	\$17,095	\$17,810	\$19,297	\$19,569
3	\$14,575	\$14,741	\$15,008	\$16,081	\$17,689	\$19,297	\$17,308	\$18,493	\$20,101	\$20,372
4	\$14,953	\$15,221	\$15,486	\$16,756	\$18,421	\$20,159	\$17,697	\$19,223	\$20,960	\$21,231
5	\$15,533	\$15,803	\$16,070	\$17,543	\$19,283	\$21,158	\$18,346	\$20,089	\$21,964	\$22,232
6	\$16,159	\$16,430	\$16,697	\$18,384	\$20,204	\$22,222	\$19,191	\$21,013	\$23,029	\$23,302
7	\$16,697	\$16,969	\$17,238	\$19,124	\$21,013	\$23,165	\$19,931	\$21,821	\$23,974	\$24,245
8	\$17,455	\$17,729	\$18,005	\$20,115	\$22,093	\$24,411	\$21,114	\$22,910	\$25,229	\$25,505
9	\$18,005	\$18,273	\$18,548	\$20,868	\$22,910	\$25,365	\$21,684	\$23,730	\$26,182	\$26,460
10	\$18,548	\$18,821	\$19,091	\$21,614	\$23,730	\$26,320	\$22,432	\$24,547	\$27,138	\$27,412
11				\$22,365	\$24,546	\$27,276	\$23,186	\$25,365	\$28,092	\$28,369
12				\$23,114	\$25,365	\$28,231	\$23,933	\$26,182	\$29,047	\$29,322

2016 - 2017 TOTAL

	BA	BA+15	BA+30	BA+45	BA+90	G+135	MA 45	MA 90	MA 135	PHD
	1	2	3	4	5	6	7	8	9	10
1	\$49,964	\$50,042	\$50,119	\$50,783	\$55,909	\$60,565	\$59,684	\$60,110	\$63,363	\$64,298
2	\$50,119	\$50,197	\$50,287	\$53,348	\$58,702	\$63,829	\$59,897	\$61,496	\$66,625	\$67,558
3	\$50,275	\$50,794	\$51,717	\$55,412	\$60,953	\$66,495	\$60,110	\$63,725	\$69,264	\$70,192
4	\$50,950	\$51,861	\$52,768	\$57,091	\$62,773	\$68,690	\$60,499	\$65,502	\$71,419	\$72,333
5	\$52,449	\$53,354	\$54,258	\$59,231	\$65,109	\$71,440	\$61,945	\$67,824	\$74,154	\$75,059
6	\$53,969	\$54,872	\$55,766	\$61,395	\$67,469	\$74,213	\$64,092	\$70,169	\$76,911	\$77,814
7	\$55,766	\$56,671	\$57,571	\$63,867	\$70,169	\$77,360	\$66,565	\$72,869	\$80,062	\$80,960
8	\$57,387	\$58,285	\$59,185	\$66,131	\$72,632	\$80,252	\$69,001	\$75,321	\$82,942	\$83,841
9	\$59,185	\$60,077	\$60,975	\$68,599	\$75,321	\$83,390	\$71,285	\$78,014	\$86,079	\$86,980
10	\$60,975	\$61,871	\$62,766	\$71,060	\$78,013	\$86,530	\$73,750	\$80,701	\$89,219	\$90,117
11				\$73,528	\$80,700	\$89,669	\$76,221	\$83,390	\$92,357	\$93,257
12				\$75,992	\$83,390	\$92,807	\$78,683	\$86,079	\$95,495	\$96,394

2017 - 2018 TRI

	BA	BA+15	BA+30	BA+45	BA+90	G+135	MA 45	MA 90	MA 135	PHD
	1	2	3	4	5	6	7	8	9	10
1	\$15,335	\$15,413	\$15,490	\$15,789	\$17,384	\$18,832	\$18,166	\$18,592	\$19,702	\$19,996
2	\$15,490	\$15,568	\$15,658	\$16,588	\$18,252	\$19,846	\$18,379	\$19,121	\$20,717	\$21,009
3	\$15,646	\$15,823	\$16,109	\$17,261	\$18,987	\$20,713	\$18,592	\$19,850	\$21,576	\$21,867
4	\$16,033	\$16,320	\$16,604	\$17,966	\$19,752	\$21,615	\$18,981	\$20,611	\$22,474	\$22,764
5	\$16,640	\$16,930	\$17,216	\$18,794	\$20,658	\$22,666	\$19,654	\$21,521	\$23,530	\$23,817
6	\$17,293	\$17,583	\$17,869	\$19,674	\$21,622	\$23,782	\$20,538	\$22,488	\$24,645	\$24,937
7	\$17,869	\$18,160	\$18,448	\$20,466	\$22,488	\$24,791	\$21,330	\$23,352	\$25,657	\$25,946
8	\$18,653	\$18,946	\$19,240	\$21,495	\$23,609	\$26,086	\$22,551	\$24,482	\$26,960	\$27,255
9	\$19,240	\$19,527	\$19,821	\$22,300	\$24,482	\$27,106	\$23,172	\$25,359	\$27,979	\$28,276
10	\$19,821	\$20,113	\$20,401	\$23,097	\$25,358	\$28,126	\$23,972	\$26,232	\$29,000	\$29,293
11				\$23,900	\$26,231	\$29,148	\$24,777	\$27,106	\$30,020	\$30,316
12				\$24,700	\$27,106	\$30,168	\$25,576	\$27,979	\$31,040	\$31,334

State of Washington
Superintendent of Public Instruction
TIME, RESPONSIBILITY & INCENTIVE (TRI) CONTRACT
201_-201_ School Year

This contract should be properly signed by the Employee. The original is to be returned to the Human Resources Department and one copy retained by the Employee. The **Mukilteo School District** agrees to pay **(NAME)**

a total of \$

Payment to be made in twelve equal monthly installments, or a pro/rata number of equal installments, depending upon date of hire.

Duties under this contract shall include work beyond the basic education workday, or work year, including three workdays on-site prior to the first day of school for students and additional responsibilities including but not limited to:

1. preparation for school opening;
2. preparation for the conclusion of the school year;
3. conferencing with parents;
4. supporting student activities;
5. providing individual help to students;
6. evaluating student work;
7. workshops, classes and in-service work;
8. researching educational materials and supplies;
9. improving and maintaining professional skills
10. preparation and revision of materials;
11. planning with other staff in areas of instruction and curriculum;
12. working with computers and other technology as related to educational uses;
13. attending district-connected meetings, such as PTSA, Open House, etc.

This contract, issued in accordance with Article VII, Section 1.F.1 of the Collective Bargaining Agreement between Mukilteo School District and the Mukilteo Education Association pertaining to Time, Additional Responsibilities and Incentive (TRI) is issued pursuant to RCW 28A.400.200 and is; therefore, not a continuing contract within the scope of RCW 28A.405.210 . The school district reserves the right to reclaim monies advanced for services not rendered by the Employee.

In accordance with State audit requirements, employees will be required to document time worked pursuant to this contract. This contract will terminate as of August 31, 20__.

I, the undersigned, do certify that the foregoing statements are true and correct to the best of my knowledge.

Employee Signature:	Date:
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FIRST LAST

Location

FTE:

Code:

Placement:

Issue Date:

In witness whereof, I have hereunto subscribed my name:

Secretary, Board of Directors:	Date:
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Mukilteo School District No. 6
Confirmation of Time and Responsibilities Required Under
Time, Responsibility and Incentive (TRI)
Contract

201_-201_ School Year

This form is to verify activities for the TRI stipend and must be turned into the principal or administrator responsible for your payroll records no later than June 30.

<i>Name (please print)</i>	<i>Soc. Sec. No.</i>	<i>Work Site</i>
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I certify, that in addition to the required three days on-site time on (dates), I fulfilled additional responsibilities beyond those performed during the basic education work year and workday. I verify that such responsibilities include but are not limited to:

- a. Preparation for school opening;
- b. Preparation for the conclusion of the school year;
- c. Conferencing with parents;
- d. Supporting student activities;
- e. Providing individual help to students;
- f. Evaluating student work;
- g. Workshops, classes and inservice work;
- h. Researching educational materials and supplies;
- i. Improving and maintaining professional skills;
- j. Preparation and revision of materials;
- k. Planning with other staff in areas of instruction and curriculum;
- l. Working with computers and other technology related to educational uses;
- m. Attending district-connected meetings such as PTSA, Open House.

<i>Employee Signature</i>	<i>Date:</i>
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<i>Principal/Supervisor Signature</i>	<i>Date:</i>
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RETURN TO YOUR PRINCIPAL OR SUPERVISOR.

**AUTHORIZATION REQUEST
FOR ELIGIBLE ACADEMIC, INSERVICE OR NON-DEGREE CREDITS**

NAME:	DATE:
CURRENT ASSIGNMENT:	LOCATION:

INSTRUCTIONS:

- Enter in the table below the requested information about each course. Use the list of criteria below to determine which numbers to put in the last column.
- Present this form to your building principal for signature and recommendation.
- Your principal will forward this form to the Department of Human Resources. You will be contacted only if the District does not approve the coursework.
- Should a course not be approved, you may submit it to the Appeals Board for further consideration.
- Movement on the salary schedule due to additional coursework or degrees is made at the beginning of the school year for classes completed by September 1st. Documentation must be in the Office of Human Resources prior to October 1st and official transcripts received by January 31st.

Date/Term Earned	Institution/Provider	Course # and Title	# Credits (qtr/sem/clock)	**Recognition of Credits is Based on the Following Criteria #s

** Explain connection of course content to recognition criteria.

WAC 392-121-262 Definition – Additional criteria for all credits. - Credits earned after September 1, 1995 must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

- At the time credits are recognized by the school district the content of the course must meet at least one of the following:
 - It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
 - It pertains to the individual's current assignment or expected assignment for the following school year;
 - It is necessary for obtaining an endorsement as prescribed by the state board of education;
 - It is specifically required for obtaining advanced levels of certification;
 - It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff; or
 - It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.
 - Beginning in the 2011-2012 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.
- Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district employers; and
- Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in state board of education rules, a change in the district's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

Employee Signature:	Date:
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To be completed by Principal/Supervisor or Director of Human Resources:

Item Number(s) of Approved Classes:	Disapproved:	
Signature:	Title:	Date:

CO-CURRICULAR STIPEND FACTOR SCHEDULE
Mukilteo Education Association

Co-curricular Base

Stipends for co-curricular activities shall be determined by multiplying the co-curricular base by the percentage listed in the following schedule.

For 2016-17, the co-curricular base shall be \$35,700. For subsequent years of the Agreement, the co-curricular base shall be increased by State pass through monies. Under no circumstances shall the base be lower than \$35,700.

For example: A teacher who has been a high school annual advisor for three years would earn \$4,998. This is calculated as follows: $\$35,700 \times 0.14 = \$4,998$.

Note: Refer to the MECU/MSD Collective Bargaining Agreement for information about stipends for extra-curricular activities at all school, including the distribution of building discretionary funds (“factor points”).

ACTIVITY		Year 1	Year 2	Year 3	Year 4
HIGH SCHOOL:					
Annual		10.00	12.00	14.00	16.00
Art		3.00	3.50	4.00	5.00
Band		9.00	10.00	11.00	12.00
Band – Marching		9.00	10.00	11.00	12.00
Band – Pep		1.50	1.65	1.80	2.00
Chemical Hygiene Officer		3.00	3.00	3.00	3.00
Choir		9.00	10.00	11.00	12.00
Class Advisor – Senior		6.00	6.50	7.00	8.00
Class Advisor – Junior		6.00	6.50	7.00	8.00
Class Advisor – Soph.		3.00	3.50	4.00	5.00
Class Advisor – Fresh.		3.00	3.50	4.00	5.00
Computer Club		3.00	3.50	4.00	5.00
CTE Activities*		2.00	2.00	2.00	2.00
Debate		6.00	6.50	7.00	8.00
DECA		6.00	6.50	7.00	8.00
Drama Advisor		13.00	14.00	16.00	18.00
FBLA		6.00	6.50	7.00	8.00
FCCLA		3.00	3.50	4.00	5.00
Foreign Exchange Club		3.00	3.50	4.00	5.00
GREAN		3.00	3.50	4.00	5.00
Honor Society		3.00	3.50	4.00	5.00
Horticulture Club		3.00	3.50	4.00	5.00
Literary Magazine		3.00	3.50	4.00	5.00
MESA		3.00	3.50	4.00	5.00
Newspaper		9.00	10.00	11.00	12.00
Orchestra		9.00	10.00	11.00	12.00
Science Club		3.00	3.50	4.00	5.00

Skills USA/TSA (Robotics)		3.00	3.50	4.00	5.00
World Language Club		3.00	3.50	4.00	5.00
MIDDLE SCHOOL:					
Annual		5.00	6.00	7.00	8.00
Art		2.00	2.30	2.60	3.00
**Band		4.50	5.00	5.50	6.50
Band - Jazz		1.50	1.65	1.80	2.00
*Band - Jazz/EXTRA		3.00	3.50	4.00	5.00
Chemical Hygiene Officer		1.50	1.50	1.50	1.50
**Choir		4.00	4.50	5.00	6.00
Class Advisor		2.00	2.30	2.60	3.00
CTE Activities*		2.00	2.00	2.00	2.00
Drama Advisor		3.00	3.50	4.00	5.00
Honor Society		3.00	3.50	4.00	5.00
Newspaper		4.50	5.00	5.50	6.50
Orchestra		4.50	5.00	5.50	6.50
ACES:					
Annual		3.00	3.50	4.00	5.00
Art		3.00	3.50	4.00	5.00
ASB		4.00	4.50	5.00	6.00
Chemical Hygiene Officer		1.50	1.50	1.50	1.50
Class Advisor - Senior		4.00	4.50	5.00	6.00
ELEMENTARY:					
Band		3.00	3.50	4.00	5.00
Orchestra		3.00	3.50	4.00	5.00

Additional Stipends:

* The following CTE classes/programs that provide clubs/activities have a base stipend of 2% each year:

High School: Visual Communications, Manufacturing Technology, Information Technology, Stagecraft, Biotechnology, Forensics, Sports Medicine.

Middle School: STEM Exploration, Robotics, Information Technology, FCCLA, Ag Biotechnology.

CTE advisors whose club/activities exceed 30 hours in a year may submit for additional hours of compensation at the co-curricular rate to the CTE director.

* Band-Jazz/EXTRA is awarded when a middle school band teacher does not have assigned rehearsal time during the school day. ** If a middle school band advisor is assigned to more than one (1) school, the stipend shall be paid for each school.

FLAT STIPEND AMOUNTS:

Activity Coordinator:	High School	16%	plus one prep period
	Middle School	16%	plus two prep periods
Athletic Director	High School	16%	plus one prep period

APPENDIX I

Employee Calendar 2016-2017	
Wednesday, August 31	TRI: Employee-Directed
Thursday, September 1	TRI: ½ Employee-Directed, ½ District-Directed
Tuesday, September 6	TRI: ½ Employee-Directed, ½ District-Directed
Wednesday, September 7	First Day of School
Friday, November 11	No School: Veteran's Day
Thursday, November 24 – Friday, November 25	No School: Thanksgiving
Monday, December 19 – Monday, January 2	No School: Winter Break
Monday, January 16	No School: MLK Day
Monday, February 20 – Friday, February 24	No School: President's Day Mid-Winter Break
Monday, April 10 – Friday, April 14	No School: Spring Break
Monday, May 29	No School: Memorial Day
Wednesday, June 21	Last Day of School

Employee Calendar 2017-2018	
Wednesday, August 30	TRI Day : 3.75 Employee-Directed, 3.5 District-Directed
Thursday, August 31	TRI Days: 1 Day Employee-Directed 1 Day Building-Directed
Tuesday, September 5	
Wednesday, September 6	First Day of School
Friday, November 10	No School: Veteran's Day
Thursday, November 23 – Friday, November 24	No School: Thanksgiving
Monday, December 18– Monday, January 1	No School: Winter Break
Monday, January 15	No School: MLK Day
Monday, February 19 – Friday, February 23	No School: President's Day Mid-Winter Break
Monday, April 9 – Friday, April 13	No School: Spring Break
Monday, May 28	No School: Memorial Day
Wednesday, June 20	Last Day of School

Employee Calendar 2018-2019	
Wednesday, August 29	TRI Day : 3.75 Employee-Directed, 3.5 District-Directed
Thursday, August 30	TRI Days: 1 Day Employee-Directed 1 Day Building-Directed
Tuesday, September 4	
Wednesday, September 5	First Day of School
Monday, November 12	No School: Veteran's Day
Thursday, November 22 – Friday, November 23	No School: Thanksgiving
Monday, December 24 – Friday, January 4	No School: Winter Break
Monday, January 21	No School: MLK Day
Monday, February 18 – Friday, February 22	No School: President's Day Mid-Winter Break
Monday, April 8 – Friday, April 12	No School: Spring Break
Monday, May 27	No School: Memorial Day
Tuesday, June 18	Last Day of School

Employee/District Time Allocation for 2016-2017			
	<i>K-5</i>	<i>6-8</i>	<i>9-12</i>
Wednesday August 31	TRI: Employee-Directed		
Thursday September 1	TRI: ½ Employee-Directed, ½ District-Directed		
Tuesday September 6	TRI: ½ Employee-Directed, ½ District-Directed		
Friday September 16	Employee-Directed		
Friday September 30	District Directed		
Friday October 7	Waiver Day <ul style="list-style-type: none"> • District 3.5 • 30 minute lunch • Employee 3.75 		
Friday October 14	½ Employee-Directed, ½ Building-Directed		
Friday November 4	<i>Report Card Prep</i>	½ Employee-Directed, ½ Building-Directed	<i>Report Card Prep</i>
Friday December 2	½ Employee-Directed, ½ Building-Directed	<i>Report Card Prep</i>	½ Employee-Directed, ½ Building-Directed
Friday December 16	Employee-Directed		
Friday January 13	District/Building Directed		
Friday January 27	Employee-Directed	Employee-Directed	<i>Report Card Prep</i>
Friday February 3	Waiver Day <ul style="list-style-type: none"> • District 3.5 • 30 minute lunch • Employee 3.75 		
Friday February 17	Employee-Directed		
Friday March 10	District/Building Directed		
Friday March 24	<i>Report Card Prep</i>	<i>Report Card Prep</i>	½ Employee-Directed, ½ Building-Directed
Friday April 7	Employee-Directed		
Friday April 21	½ Employee-Directed, ½ Building-Directed	½ Employee-Directed, ½ Building-Directed	<i>Report Card Prep</i>
Friday May 12	Employee-Directed		
Friday June 2	<i>Report Card Prep</i>	<i>Report Card Prep</i>	Employee-Directed
Friday June 16	Employee-Directed		

**CITIZEN'S REQUEST FOR RECONSIDERATION
OF A BOOK OR INSTRUCTIONAL MATERIAL**

Type of material (library book, magazine, film, textbook, tape, etc.) _____

Title _____ Author _____

Publisher or Producer (if known) _____

Request initiated by (Patron's Name) _____

Phone _____ Address _____

Patron represents: Self _____ Organization (Name) _____

Identify other group: _____

1. To what material do you object and what is the basis for your objection? _____

2. Did you read, hear or see the entire content? _____

If not, what parts? _____

3. What do you feel might be the result of reading, seeing or using this material? _____

4. Can you suggest other material(s) which might be more appropriate for the same instructional purposes and grade level?

5. What would you suggest your school do about this material?

_____ Do not assign it to my child.

_____ Withdraw it from all pupils as well as from my child.

_____ Seek more suitable materials for this purpose.

This form should be mailed or taken to the building principal.

Signature (Patron)

Date

Teacher Self-Assessment

Teacher: _____

Date: _____

Criterion 1: Centering instruction on high expectations for student achievement.		1	2	3	4
P1	Purpose – Standards: Connection to standards, broader purpose and transferable skill.				
P4	Purpose – Learning Target: Communication of learning targets.				
P5	Purpose – Learning Target: Success criteria and performance tasks.				
SE3	Student Engagement – Engagement Strategies: High cognitive demand.				
CEC3	Classroom Environment & Culture – Classroom Routines & Rituals: Discussion, collaboration and accountability.				

Criterion 2: Demonstrating effective teaching practices		1	2	3	4
SE1	Student Engagement – Intellectual Work: Quality of questioning.				
SE5	Student Engagement – Engagement Strategies: Expectation, support and opportunity for participation and meaning making.				
SE6	Student Engagement – Talk: Substance of student talk.				
CP6	Curriculum & Pedagogy - Scaffolds for Learning: Scaffolds the task.				
CP7	Curriculum & Pedagogy - Scaffolds for Learning: Gradual release of responsibility.				

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.		1	2	3	4
P3	Purpose – Teaching Point: Teaching points are based on students’ learning needs.				
SE2	Student Engagement – Intellectual Work: Ownership of learning.				
SE4	Student Engagement – Engagement Strategies: Strategies that capitalize on learning needs of students.				
CP5	Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Differentiated instruction.				
A6	Assessment for Student Learning – Adjustments: Teacher use of formative assessment data				

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum		1	2	3	4
P2	Purpose – Standards: Connection to previous and future lessons.				
CP1	Curriculum & Pedagogy – Curriculum: Alignment of instructional materials and tasks.				
CP2	Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding.				
CP3	Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Pedagogical content knowledge.				
CP4	Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Teacher knowledge of content.				

Criterion 5: Fostering and managing a safe, positive learning environment.		1	2	3	4
CEC1	Classroom Environment & Culture – Use of Physical Environment: Arrangement of classroom.				
CEC2	Classroom Environment & Culture – Use of Physical Environment: Accessibility and use of materials.				
CEC4	Classroom Environment & Culture – Classroom Routines & Rituals: Use of Learning time.				
CEC5	Classroom Environment & Culture – Classroom Routines & Rituals: Managing student behavior.				
CEC6	Classroom Environment & Culture – Classroom Culture: Student status.				
CEC7	Classroom Environment & Culture – Classroom Culture: Norms for learning.				

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.		1	2	3	4
A1	Assessment for Student Learning – Assessment: Self-assessment of learning connected to the success criteria.				
A2	Assessment for Student Learning – Assessment: Demonstration of learning.				
A3	Assessment for Student Learning – Assessment: Formative assessment opportunities.				
A4	Assessment for Student Learning – Collection systems for formative assessment data.				
A5	Assessment for Student Learning – Student use of assessment data.				

Criterion 7: Communicating and collaborating with parents and the school community.		1	2	3	4
PCC3	Professional Collaboration & Communication – Communication and Collaboration: Parents and guardians.				
PCC4	Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress.				

Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning.		1	2	3	4
PCC1	Professional Collaboration & Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning.				
PCC2	Professional Collaboration & Communication – Professional Learning and Collaboration: Professional and collegial relationships.				
PCC5	Professional Collaboration & Communication – Professional Responsibilities: Supports school, district and state curriculum, policy and initiatives.				
PCC6	Professional Collaboration & Communication – Professional Responsibilities: Ethics and advocacy.				

Final Summative Scores			
8-14	15-21	22-28	29-32
U	B	P	D

Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.				
Student Growth 3.1: Establish Student Growth Goals	1	2	3	4
Student Growth 3.2: Achievement of Student Growth Goals.	1	2	3	4

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.				
Student Growth 6.1: Establish Student Growth goals.	1	2	3	4
Student Growth 6.2: Achievement of Student Growth goals.	1	2	3	4

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.				
Student Growth Criterion 8.1: Establish Team Student Growth goals	1	2	3	4

Student Growth Impact Rating		
5 - 12	13 – 17	18 - 20
LOW	AVE	HIGH

Goal Setting Process Template

Mukilteo School District

Student Growth Goals

Teacher Name:

Date:

 Evaluation Type: Comprehensive Focused

Criteria/Goal Area	SG 8.1 Group goal informed by data	SG 6.1 Classroom goal informed by group and data	SG 3.1 Sub-group goal informed by group, class goals and data
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State the Goal

(What is the final goal statement?)

PLC goal/Team goal/Department goal (8.1)?

Classroom goal (6.1)?

Subgroup Goal (3.1)?

GUIDING QUESTIONS

Context that prompted the Goal:

Why did you select this area as a priority? What are student learning strengths and challenges you have noticed in your classroom?

Essential Learning

What is the essential concept/idea that you want your students to learn?

What standard(s) are you targeting for this goal area?

<p>Action Steps What will you do to reach your goal?</p> <p><i>Reflecting on the starting level of each student's knowledge at the beginning of the instructional period, what are your plans to help students achieve this goal?</i></p>	
<p>Measures What will you use to measure learning?</p> <p><i>What specific measures will you use to measure progress toward the goal?</i> <u>Minimum of two sources of data needed</u> and they must be aligned to your goal.</p>	
<p>Aim/Target What does success look like? How will you know students have learned?</p> <p><i>What is the expected growth target at the end of the instructional period?</i></p>	
<p>Timeframe When will success be measured? Define the instructional timeframe.</p> <p><i>What is the instructional time covered (What is the rationale for the semester, unit, etc.?) When will you measure progress?</i></p>	

Part 2: Student Growth Goal Results

Date: _____

Criteria/Goal Area	Goal Statement	Outcomes (Results)	Reflection	Rubric Score
SG 6.2				
SG 3.2				

**Mukilteo School District
Teacher Observation Report (version 1)**

Employee: _____ Position: _____

Evaluator: _____ Building: _____

Type of Observation: _____ Formal _____ Informal Time in: _____ Time out: _____

Date of Observation: _____ Date of Post-Observation Conference: _____

Evaluator signature: _____ Employee signature: _____

Date: _____ Date: _____

Evaluatee may attach comments (seven calendar days from receipt).

Mukilteo School District Teacher Observation Report (version 2)

Employee: _____ Position: _____

Evaluator: _____ Building: _____

Type of Observation: Formal Informal Time in: _____ Time out: _____

Date of Observation: _____ Date of Post-Ob Conference: _____

5D+	Evaluator Notes/Comments
<p>Purpose:</p> <p>P1 Standards: Connection to standards, broader purpose & transferable skill</p> <p>P2 Standards: Connection to previous & future lessons</p> <p>P3 Teaching Point: Teaching point(s) are based on students' learning needs</p> <p>P4 Learning Target: Communication of learning target(s)</p> <p>P5 Learning Target: Success criteria & performance task(s)</p>	
<p>Student Engagement:</p> <p>SE1 Intellectual Work: Quality of questioning</p> <p>SE2 Intellectual Work: Ownership of learning</p> <p>SE3 Engagement Strategies: High cognitive demand</p> <p>SE4 Engagement Strategies: Strategies that capitalize on learning needs of students</p> <p>SE5 Engagement Strategies: Expectation, support & opportunity for participation & meaning making</p> <p>SE6 Talk: Substance of student talk</p>	
<p>Curriculum and Pedagogy:</p> <p>CP1 Curriculum: Alignment of instructional materials & tasks</p> <p>CP2 Teaching Approaches &/or Strategies: Discipline-specific conceptual understanding</p> <p>CP3 Teaching Approaches &/or Strategies: Pedagogical content knowledge</p> <p>CP4 Teaching Approaches &/or Strategies: Teacher knowledge of content</p> <p>CP5 Teaching Approaches &/or Strategies: Differentiated instruction</p> <p>CP6 Scaffolds for Learning: Scaffolds the task</p>	

<p>CP7 Scaffolds for Learning: Gradual release of responsibility</p> <p>Assessment for Student Learning:</p> <p>A1 Self-assessment of learning connected to the success criteria</p> <p>A2 Demonstration of learning</p> <p>A3 Formative assessment opportunities</p> <p>A4 Collection systems for formative assessment data</p> <p>A5 Student use of assessment data</p> <p>A6 Teacher use of formative assessment data</p>	
<p>Classroom Environment and Culture:</p> <p>CEC1 Use of Physical Environment: Arrangement of classroom</p> <p>CEC2 Use of Physical Environment: Accessibility & use of materials</p> <p>CEC3 Classroom Routines & Rituals: Discussion, collaboration accountability</p> <p>CEC4 Classroom Routines & Rituals: Use of learning time</p> <p>CEC5 Classroom Routines & Rituals: Managing student behavior</p> <p>CEC6 Classroom Culture: Student Status</p> <p>CEC7 Classroom Culture: Norms for learning</p>	
<p>+ Collaboration:</p> <p>PCC1 Professional Learning & Collab: Collaboration with peers & admin to improve student learning</p> <p>PCC2 Professional Learning & Collab: Professional & collegial relationships</p> <p>PCC3 Communication & Collaboration: Parents & guardians</p> <p>PCC4 Communication & Collaboration: Comm within the school community about student progress</p>	

Evaluator signature: _____ Employee signature: _____
Date: _____ Date: _____

Evaluatee may attach comments (seven calendar days from receipt).

Appendix P
Mukilteo School District
Teacher COMPREHENSIVE Summative Evaluation Form

EMPLOYEE: _____	POSITION: _____
EVALUATOR: _____	BUILDING: _____
SCHOOL YEAR: _____	DATE FORM COMPLETED: _____
Dates of Formal Observations: _____	
Dates of Post-Observation Conferences: _____	

STEP 1 - Evaluative Criteria

Teachers are given an overall rating on each of the eight criteria. The scores are added equally for the final summative rating. The summative score is indicated using the corresponding box representing the rating.

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

TOTAL

STEP 2 – Student Growth

Teachers are given an overall rating on each of the student growth criteria. The scores are added equally for the final student growth rating. The summative score is indicated marking the corresponding box representing the rating.

	U	B	P	D
Student Growth 3.1: Establish Student Growth goals	1	2	3	4
Student Growth 3.2: Achievement of Student Growth goals	1	2	3	4
Student Growth 6.1: Establish Student Growth goals	1	2	3	4
Student Growth 6.2: Achievement Student Growth goals	1	2	3	4
Student Growth 8.1: Establish Team Student Growth goals	1	2	3	4

Student Growth Rating		
5-12	13-17	18-20
Low	Avg	High

STEP 3 – FINAL SUMMATIVE RATING

A final summative rating of “distinguished” cannot be given in the event of a “low” student growth impact rating.

Final Summative Rating			
8-14	15-21	22-28	29-32
U	B	P	D

Teacher signature: _____	Evaluator signature: _____
Date: _____	Date: _____

Additional comments may be attached by Evaluator or Evaluatee.

Appendix Q
Mukilteo School District
Teacher FOCUSED Summative Evaluation Form

EMPLOYEE: _____	POSITION: _____
EVALUATOR: _____	BUILDING: _____
SCHOOL YEAR: _____	DATE FORM COMPLETED: _____
Dates of Formal Observations: _____	
Dates of Post-Observation Conferences: _____	

Evaluative Criteria The Focused Evaluation requires one of the eight criteria be assessed in every year that a comprehensive evaluation is not required.

If criterion 3, 6, or 8 is selected, the evaluator will use the accompanying student growth rubrics. The student growth score is factored in the overall score for the selected criteria.

If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use the student growth rubrics from criterion 3 or 6. The student growth score is factored in the overall score for the selected criteria.

	P	D
Criterion 1: Centering instruction on high expectations for student achievement.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 2: Demonstrating effective teaching practices		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.		
Student Growth 3.1: Establish student growth goals		
Student Growth 3.2: Achievement student growth goals		
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 5: Fostering and managing a safe, positive learning environment.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.		
Student Growth 6.1: Establish student growth goals		
Student Growth 6.2: Achievement student growth goals		
Criterion 7: Communicating and collaborating with parents and the school community.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning.		
Student Growth 8.1: Establish team student growth goals		

Final Summative Rating for FOCUSED Evaluation Including Student Growth	
P	D

Teacher signature: _____	Evaluator signature: _____
Date: _____	Date: _____

5D Classroom Teacher Evaluation Rubric

Criterion 1: Centering instruction on high expectations for student achievement

<i>P1 Purpose – Standards: Connection to standards, broader purpose and transferable skill</i>			
Unsatisfactory	Basic	Proficient	Distinguished
The lesson is not based on grade level standards. There are no learning targets aligned to the standard. The lesson does not link to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is occasionally linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is frequently linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is consistently linked to broader purpose or a transferable skill.
<i>P4 Purpose – Learning Target: Communication of learning target(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never states or communicates with students about the learning target(s). Teacher states the learning target(s) at the beginning of each lesson.	Teacher states the learning target(s) at the beginning of each lesson.	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of what the target(s) are.	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of what the target(s) are and references the target throughout instruction.
<i>P5 Purpose – Learning Target: Success criteria and performance task(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
The success criteria for the learning target(s) are nonexistent or aren't clear to students.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria in a limited manner.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria. Students refer to success criteria and use them for improvement.
<i>SE3 Student Engagement – Engagement Strategies: High cognitive demand</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher expectations and strategies engage few or no students in work of high cognitive demand.	Teacher expectations and strategies engage some students in work of high cognitive demand.	Teacher expectations and strategies engage most students in work of high cognitive demand.	Teacher expectations and strategies engage all students in work of high cognitive demand.
<i>CEC3 Classroom Environment & Culture – Classroom Routines & Rituals: Discussion, Collaboration and Accountability</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Routines for discussion and collaborative work are absent, poorly executed or do not hold students accountable for their work and learning.	Routines for discussion and collaborative work are present, but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Routines for discussion and collaborative work have been taught, are evident, and result in effective discourse related to the lesson purpose. With prompts, students use these routines during the lesson. Students are held accountable for their work and learning.	Routines for discussion and collaborative work have been explicitly taught, are evident, and result in effective discourse related to the lesson purpose. Students independently use the routines during the lesson. Students are held accountable for their work, take ownership for their learning and support the learning of others.

Criterion 2: Demonstrating effective teaching practices

<i>SE1 Student Engagement – Intellectual Work: Quality of questioning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher occasionally asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
<i>SE5 Student Engagement – Engagement Strategies: Expectation, support and opportunity for participation and meaning making</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses engagement strategies and structures that facilitate participation and meaning making by all students. Few students have the opportunity to engage in quality talk.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in quality talk. Routines are often student-led.
<i>2 - SE6 Student Engagement – Talk: Substance of student talk</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Student talk is nonexistent or is unrelated to content or is limited to single-word responses or incomplete sentences directed to teacher.	Student talk is directed to teacher. Talk associated with content occurs between students, but students do not provide evidence for their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their arguments and new ideas.
<i>CP6 Curriculum & Pedagogy – Scaffolds for Learning: Scaffolds the task</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never scaffolds tasks for group or individual learning needs or teacher uses strategies that are generic and/or not relevant to the concepts and/or skills to be learned.	Teacher provides limited scaffolds for individual or group learning needs. Strategies may or may not be relevant to the concepts and/or skills to be learned.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills. Students use scaffolds across tasks with similar demands.
<i>CP7 Curriculum & Pedagogy – Scaffolds for Learning: Gradual release of responsibility</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher occasionally uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher frequently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher consistently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence. Students expect to be self-reliant.

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs

<i>P3 Purpose – Teaching Point: Teaching point(s) are based on students’ learning needs</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never bases the teaching point(s) on students’ learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on limited aspects of students’ learning needs– academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for some groups of students.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for groups of students and individual students.
<i>SE2 Student Engagement – Intellectual Work: Ownership of learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never provides opportunities and strategies for students to take ownership of their own learning to develop, test and refine their thinking.	Teacher occasionally provides opportunities and strategies for students to take ownership of their learning. Focus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some focus of control is with students in ways that support students’ learning.	Teacher consistently provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support students’ learning.
<i>SE4 Student Engagement – Engagement Strategies: Strategies that capitalize on learning needs of students</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses strategies based on the learning needs of students – academic background, life experiences, culture and language of students.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experiences, culture and language of students – for the whole group and small groups of students.	Teacher uses strategies that capitalize and build upon learning needs of students – academic background, life experiences, culture and language of students – for the whole group, small groups of students and individual students.
<i>CP5 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Differentiated instruction</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses strategies that differentiate for individual learning strengths and needs.	Teacher occasionally uses strategies that differentiate for individual learning strengths and needs.	Teacher frequently uses strategies that differentiate for individual learning strengths and needs.	Teacher consistently uses strategies that differentiate for individual learning strengths and needs.
<i>A6 Assessment for Student Learning – Adjustments: Teacher use of formative assessment data</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses formative assessment data to make instructional adjustments, give feedback to students or modify lessons.	Teacher uses formative assessment data to modify future lessons.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give general feedback aligned with the learning target.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give targeted feedback aligned with the learning target to individual students.
Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
<i>SG 3.1: Establish Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
<i>SG 3.2: Achievement of Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

<i>P2 Purpose – Standards: Connection to previous and future lessons</i>			
Unsatisfactory	Basic	Proficient	Distinguished
The lesson is rarely or never linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in a logical progression.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in ways that enhance student learning. Students understand how the lesson relates to previous lesson.
<i>CP1 Curriculum & Pedagogy – Curriculum: Alignment of instructional materials and tasks</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Instructional materials and tasks rarely or never align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks frequently align with student’s level of challenge.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks consistently align with student’s level of challenge.
<i>CP2 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher occasionally uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher frequently uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher consistently uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.
<i>CP3 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Pedagogical content knowledge</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Instruction is rarely or never consistent with pedagogical content knowledge and does not support students in discipline-specific habits of thinking.	Instruction is occasionally consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is frequently consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is always consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.
<i>CP4 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Teacher knowledge of content</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher demonstrates a lack of knowledge of discipline-based concepts by making content errors.	Teacher demonstrates a basic knowledge of how discipline-based concepts relate to or build upon one another.	Teacher demonstrates a solid understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions in the lesson or unit.	Teacher demonstrates an in-depth understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions that impact conceptual understanding over time.

Criterion 5: Fostering and managing a safe, positive learning environment

<i>CEC1 Classroom Environment & Culture – Use of Physical Environment: Arrangement of classroom</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Physical environment of the room is unsafe and the arrangement gets in the way or distracts from student learning and the purpose of the lesson.	The physical environment is safe but the arrangement neither supports nor distracts from student learning or the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson. Teacher and students use the physical arrangement for learning.
<i>CEC2 Classroom Environment & Culture – Use of Physical Environment: Accessibility and use of materials</i>			
Unsatisfactory	Basic	Proficient	Distinguished
The resources, materials and technology in the classroom do not relate to the content or current units studied, or are not accessible to all students to support their learning during the lesson.	The resources, materials and technology in the classroom relate to the content or current unit studied and are accessible to all students but are not referenced by teacher.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by teacher to support learning.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by both teacher and student to support learning. Students are familiar and comfortable with using the available resources.
<i>CEC4 Classroom Environment & Culture – Classroom Routines & Rituals: Use of learning time</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher or students frequently disrupt or interrupt learning activities, which results in loss of learning time. Transitions are disorganized and result in loss of instructional time.	Teacher or students occasionally disrupt or interrupt learning activities, which results in some loss of learning time. Some transitions are disorganized and result in loss of instructional time.	Learning time is mostly maximized in service of learning. Transitions are teacher-dependent and maximize instructional time.	All available time is maximized in service of learning. Transitions are student-managed, efficient, and maximize instructional time.
<i>CEC5 Classroom Environment & Culture – Classroom Routines & Rituals: Managing student behavior</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never responds to student misbehavior by following classroom routines and/or building discipline procedures. Student behavior does not change or may escalate.	Teacher responds to student misbehavior by following classroom routines and/or building discipline procedures, but with uneven student behavior results.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student misbehavior is rare.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student behavior is appropriate. Students manage themselves, assist each other in managing behavior, or there is no student misbehavior.
<i>CEC6 Classroom Environment & Culture – Classroom Culture: Student status</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not develop appropriate and positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates appropriate teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for students' status to be elevated.
<i>CEC7 Classroom Environment & Culture – Classroom Culture: Norms for learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Classroom norms are not evident and/or do not address risk taking, collaboration, respect for divergent thinking or students' culture.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions occasionally align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions frequently align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and students refer to the norms and/or interactions consistently align with the norms. Students remind one another of the norms.

Criterion 6: Using multiple student data elements to modify instruction and improve student learning

<i>A1 Assessment for Student Learning – Assessment: Self-assessment of learning connected to the success criteria</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Students are rarely or never given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students are occasionally given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students frequently assess their own learning in relation to the success criteria for the learning target.	Students consistently assess their own learning in relation to the success criteria and can determine where they are in connection to the learning target.
<i>A2 Assessment for Student Learning – Assessment: Demonstration of learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Assessments are not aligned with the learning targets.	Assessment tasks are partially aligned with the learning targets, allowing students to demonstrate some understanding and/or skill related to the targets.	Assessment tasks are aligned with the learning targets, allowing students to demonstrate their understanding and/or skill related to the learning targets.	Assessment tasks are aligned with the learning targets and allow students to demonstrate complex understanding and/or skill related to the learning targets.
<i>A3 Assessment for Student Learning – Assessment: Formative assessment opportunities</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never provides formative assessment opportunities during the lesson.	Teacher only provides formative assessment opportunities to determine students’ understanding of directions and task.	Teacher provides formative assessment opportunities that align with the learning target(s).	Teacher provides a variety of strategies for formative assessment that align with the learning target(s).
<i>A4 Assessment for Student Learning – Assessment: Collection systems for formative assessment data</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never uses an observable system and/or routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data and occasionally uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and frequently uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and consistently uses the system for instructional purposes.
<i>A5 Assessment for Student Learning – Assessment: Student use of assessment data</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Students rarely or never use assessment data to assess their own learning.	Students occasionally use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students frequently use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students consistently use assessment data to assess their own learning, determine learning goals and monitor progress over time.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
<i>SG 6.1: Establish Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
<i>SG 6.2: Achievement of Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion 7: Communicating and collaborating with parents and the school community

<i>PCC3 Professional Collaboration & Communication – Communication and Collaboration: Parents and guardians</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never communicates in any manner with parents and guardians about student progress.	Teacher occasionally communicates with all parents and guardians about goals of instruction and student progress, but usually relies on only one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress and uses multiple tools to communicate in a timely and positive manner. Teacher effectively engages in two way forms of communication and is responsive to parent and guardian insights.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.
<i>PCC4 Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher maintains minimal student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way, accurately, and in an organized manner, including both successes and challenges.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way. Teacher and student communicate accurately and positively about student successes and challenges.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

PCC1 Professional Collaboration & Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning

Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never collaborates with peers or engages in reflective inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work.

PCC2 Professional Collaboration & Communication – Professional Learning and Collaboration: Professional and collegial relationships

Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely or never develops or sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher may subvert professional and collegial relationships.	Teacher develops limited professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher serves as a mentor for others' growth and development

PCC5 Professional Collaboration & Communication – Professional Responsibilities: Supports school, district, and state curriculum, policy and initiatives

Unsatisfactory	Basic	Proficient	Distinguished
Teacher is unaware of or does not support school, district, or state initiatives. Teacher violates a district policy or rarely or never follows district curriculum/pacing guide.	Teacher supports and has a basic understanding of school, district, and state initiatives. Teacher follows district policies and curriculum/pacing guide.	Teacher supports and has solid understanding of school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate, to meet whole group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate to meet whole group and individual needs, without compromising an aligned curriculum.

PCC6 Professional Collaboration & Communication – Professional Responsibilities: Ethics and advocacy

Unsatisfactory	Basic	Proficient	Distinguished
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

SG 8.1: Establish Team Student Growth Goal(s)

Unsatisfactory	Basic	Proficient	Distinguished
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

APPENDIX S
Form C
Mukilteo School District No. 6
Final Evaluation Form

PERSON EVALUATED: _____ POSITION: _____

BUILDING: _____ DATE FORM COMPLETED: _____

EVALUATOR: _____ TITLE: _____

Dates of Formal Observations: _____

Dates of Informal Observations: _____

Dates of Pre-Observation Conferences: _____

Dates of Post-Observation Conferences, if Applicable: _____

Date of Post-Evaluation Conference: _____

The following represents the evaluator's judgment regarding the employee's performance based on observations to date, conferences, review of records, and any other verified factual information.

_____ Satisfactory (i.e., meets or exceeds minimum performance expectations)

_____ Unsatisfactory (i.e., does not meet or exceed minimum performance expectations)

1. INSTRUCTIONAL SKILL:
2. CLASSROOM MANAGEMENT:
3. PROFESSIONAL PREPARATION AND SCHOLARSHIP:
4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:
5. THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:
6. INTEREST IN TEACHING PUPILS:
7. KNOWLEDGE OF SUBJECT MATTER:
8. PROFESSIONAL RESPONSIBILITIES:

OTHER SUMMARY COMMENTS BY EVALUATOR:

EVALUATEE COMMENTS (OPTIONAL): Seven calendar days from receipt to complete.

Evaluator Signature

Employee Signature

Date

Date

APPENDIX T
Form D
Mukilteo School District No. 6
Final Evaluation Report Form

PERSON EVALUATED: _____ POSITION: _____

BUILDING: _____ DATE FORM COMPLETED: _____

EVALUATOR: _____ TITLE: _____

Dates of Formal Observations: _____

Dates of Informal Observations: _____

Dates of Pre-Observation Conferences: _____

Dates of Post-Observation Conferences, if Applicable: _____

Date of Post-Evaluation Conference: _____

The following represents the evaluator's judgment regarding the employee's performance based on observations to date, conferences, review of records, and any other verified factual information.

_____ Satisfactory (i.e., meets or exceeds minimum performance expectations)

_____ Unsatisfactory (i.e., does not meet or exceed minimum performance expectations)

1. KNOWLEDGE OF SUBJECT MATTER IN SPECIALIST FIELD:

2. SUPPORT SERVICES SKILLS:

3. STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

4. PROFESSIONAL PREPARATION AND SCHOLARSHIP:

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

6. EFFORT TOWARD IMPROVEMENT:

OTHER SUMMARY COMMENTS BY EVALUATOR:

EVALUATEE COMMENTS (OPTIONAL): Seven calendar days from receipt to complete.

Evaluator Signature

Employee Signature

Date

Date

APPENDIX U
Form E
Mukilteo School District No. 6
Short Form Observation Form

PERSON OBSERVED: _____ POSITION: _____

BUILDING: _____ DATE FORM COMPLETED: _____

EVALUATOR: _____ TITLE: _____

Date of Observations: _____

During the thirty (30) minute observation conducted pursuant to the law, the employee named above demonstrated satisfactory performance.

EVALUATOR COMMENTS:

EVALUATEE COMMENTS (OPTIONAL): Seven calendar days from receipt to complete.

Evaluator Signature

Employee Signature

Date

Date

**PROFESSIONAL GROWTH OPTION
INTEREST TO PARTICIPATE Form F**

NAME: _____
SCHOOL: _____
CURRENT ADMINISTRATOR: _____

I am interested in participating in the Professional Growth Option to begin in the _____ school year and be completed in the _____ school year.

I have successfully completed four (4) years of satisfactory summative evaluations (including year prior to entering PGO) with at least two (2) years in the District..

Professional Growth Option is to encourage innovation, and I understand that I am responsible to set goals and monitor progress in collaboration with my administrator.

A brief abstract of my goals and plan follow:

I have participated in PGO in the past. Yes / No Dates: _____

Certificated Employee's Signature

Date

Notification of acceptance/denial into PGO

10. You have been approved for the Professional Growth Option to begin in the _____ school year and be completed in the _____ school year for a total of _____ school years.

11. You have not been approved for the Professional Growth Option to begin in the _____ school year and be completed in the _____ school year for a total of _____ school years.

Reason for denial: Explanation:

The administrator's judgment is that it is more appropriate for one of the summative evaluation processes to be used.

Process to be used: _____ Regular (summative) process
_____ Short Form (summative) process

Administrator's Signature _____ Date _____

PROFESSIONAL GROWTH OPTION
Annual Participant's Professional Growth Plan (PGP) Form G

NAME: _____ BUILDING: _____
ADMINISTRATOR: _____

Plan approved for _____ yrs.
Year _____ of _____ yrs.

Goals of Professional Growth Plan:

Activities to Achieve Goals:

Resources and Assistance Needed to Complete Activities:

Timeline for Activities:

Administrator _____ Participant _____

Date _____ Date _____

**PROFESSIONAL GROWTH OPTION
Reflection Form
Form H**

NAME: _____

School Year: _____ This is Year _____ of _____ yrs.

Worksite: _____

Dates of evaluator-participant conference:

Initial: _____ Mid-year: _____ Year-end: _____

Reflections (in the space provided)

_____ has met statutory requirements of the PGO
for Washington State and the Mukilteo School District.

Administrator _____ Participant _____
Date _____ Date _____

PGO HANDBOOK

This PGO Handbook is intended to provide employees with information about the Professional Growth Option and is incorporated by reference in the *Collective Bargaining Agreement*.

Philosophy Statement

The Professional Growth Option is part of an overall District commitment to the professional growth and development of each staff member.

The Professional Growth Option is a cooperative effort based on mutual trust and respect. It is designed to promote effective instruction linked to improved student learning. An on-going Professional Growth Option will encourage:

- innovation
- networking opportunities
- peer collaboration
- accountability
- reflective practice

The Professional Growth Option is intended to improve instruction and benefit students. This shall be done in accordance with the District Philosophy of Education, state law, and the Collective Bargaining Agreement.

Participation Criteria

The Professional Growth Option (PGO) shall be available and voluntary to certificated employees who have successfully completed four years of satisfactory summative evaluations (including year prior to entering PGO) with at least two years in Mukilteo. Participation in and renewal of PGO Plans are contingent upon mutual agreement between the evaluator and the employee. PGO Plans may continue for multiple years. If no agreement can be reached, the employee will be evaluated using the Summative Evaluation System.

If a person transfers between schools or job assignments while working on a PGO Plan, continuation is contingent upon mutual agreement between the employee and the administrator.

If an evaluator is new to a building, the evaluator is encouraged, but not required, to support the PGO Plans in the building. Extended timelines, adjusted by mutual agreement, will allow existing and new PGO participants to confer and mutually agree upon PGO participation.

If an employee is denied participation in the Professional Growth Option, the evaluator shall state the reason(s) for denial on Form F- Interest to Participate.

During the PGO period, the participant must continue to demonstrate satisfactory performance in the seven evaluative criteria required by state statutes and found in the Collective Bargaining Agreement. If the evaluator cannot verify that these criteria are being met, the employee will be removed from the PGO Plan and be placed on the Summative Evaluation System.

Timeline and Explanation

1. A review of the PGO process will occur at school buildings during one of the non-student days before the opening of school.
2. Final applications for PGO must be submitted by September 30.
3. Written notification of acceptance or denial using Form F will occur by October 5.
4. Participant and administrator will collaborate to finalize goal(s) and create a PGO Plan on Form G no later than October 31.
5. No later than February 1, each PGO participant and evaluator will conference to assess progress towards goals.
6. The third and final required conference between the participant and the administrator and completion of the Reflection Form on Form H must be submitted without exception not later than the last student day of the school year.

Development of the PGO Plan

Each Professional Growth Participant must complete a PGO Plan which is found in the Collective Bargaining Agreement as Form G.

Sources of Information

One or more of the following Sources of Information shall be utilized in developing the PGO plan. The certificated employee will set professional goals including a timeline for accomplishing them. (WAC 392-192-050).

- Peer review and evaluation
- Input by parents
- Input by students
- Personal and/or professional goals
- School District goals
- Building goals
- Self Assessment
- Personal academic records
- School District evaluations

Goal Setting and Professional Growth Resources

PGO Goals will focus on improving instruction and benefiting students. The following are samples for PGO participants when considering professional goals.

Sample Goals

- To implement the use of cooperative learning strategies on a daily basis.
- To increase positive interactions from teacher-to-student with a ratio of 4 positives to 1 negative.

- To integrate writing in science and mathematics that demonstrates student understanding of concepts taught.
- To increase parental involvement in the teaching and learning environment to improve student performance.
- To match instructional objectives with corresponding essential learnings on a daily basis.
- To integrate the use of technology in the classroom to present concepts, which will improve the teaching and learning process.
- To develop performance based assessments that require students to use technology such as data-base and spread sheet development.
- To incorporate the 6 Traits Writing Assessment Model in instruction across the curriculum.
- To develop performance based classroom assessments that show student mastery in mathematical concepts such as probability or measurement.

Resources

There are many resources currently available within the District to assist the PGO participants in completing their Plans. Some of the resources may include:

- Consultation with District personnel
- Internet Search
- Essential Learnings Institute courses
- Grant writing information (ESD 189)
- Specialized departments (graphics)
- District licensed software/ESD software
- ESD Resource Catalog
- District publications
- Outside consultation
- Materials/equipment
- Staff development classes
- Clerical support
- Staff development library
- Staff development catalog
- Visitation to other sites

Responsibilities:

The Professional Growth Participant agrees to:

1. submit the PGO application
2. adhere to established timelines
3. develop a Professional Growth Plan including Goals and Action Plan
4. maintain the working file to include but not limited to: goals, notes from meetings, resources, methodology and data.
5. conference with the administrator a minimum of three times during the year
6. submit the Annual Participant's Professional Growth Program (PGP) on Form G
7. complete the PGO Reflection Form on Form H and submit it to the administrator

The working file and all data generated during the PGO process are the property of the PGO participant.

Administrator Responsibilities:

The administrator agrees to:

1. inform staff of PGO process according to established timelines
2. review applications and determine eligibility
3. notify all applicants of PGO status
4. assist in development of PGO Plans
5. assist in accessing resources
6. conference with PGO participant at least three times per year
7. monitor PGO participant performance as related to the evaluative criteria found in the *Collective Bargaining Agreement*
8. submit the PGO Reflection Form to Human Resources

NOTICE OF GRIEVANCE

Grievant _____

Home Address of Grievant _____

Telephone _____

School _____ Immediate Supervisor _____

Subject Area or Grade _____ Association Representative _____

STATEMENT OF GRIEVANCE

- a. Date of grievance:

- b. Section or sections of agreement alleged to be violated.

- c. Person/persons involved:

- d. Nature/circumstances of grievance:

- e. Date informal grievance conference occurred:

RELIEF SOUGHT

Signature of Grievant

Date

Distribution of Form: Association Representative
Immediate Supervisor

Association
Grievant

**DECISION OF SCHOOL PRINCIPAL
OR IMMEDIATE SUPERVISOR**

(To be completed by school principal or immediate supervisor within three days after grievance hearing.)

Grievant _____

Date of Formal Presentation _____

School _____

School Principal/
Immediate Supervisor _____

**DECISION AND PROPOSED SETTLEMENT OF SCHOOL PRINCIPAL OR
IMMEDIATE SUPERVISOR AND REASONS THEREFORE:**

Persons present:

Note: Attach all exhibits presented.

Date of Decision

Signature of School Principal or Immediate Supervisor

GRIEVANT’S RESPONSE: (To be completed by Grievant within three days after Step One decision or eight days after Step One meeting if no decision is rendered.)

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent/designee for review.

Date of Response

Signature of Grievant

Distribution of Form: Association Representative
Immediate Supervisor

Association
Grievant

APPEAL TO SUPERINTENDENT

(To be completed by grievant within three days after Step 1 decision or within eight days after Step 1 meeting if no decision is rendered.)

Grievant _____ Date _____

Home Address of Grievant _____

Telephone _____

School _____ Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Association Representative _____

a. Reason for appeal to the Superintendent:

b. Additional facts relating to the grievance:

c. Anticipated witnesses to be called, if any, during hearing:

d. Attach copies of pertinent documents, including Forms A and B.

RELIEF SOUGHT

Signature of Grievant

Date

Distribution of Form: Association Representative
Immediate Supervisor

Association
Grievant

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent within seven days after grievance hearing.)

Grievant _____

Date of Formal Presentation _____

School _____

School Principal/
Immediate Supervisor _____

DECISION AND PROPOSED SETTLEMENT OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE:

Witnesses present:

Note: Attach all exhibits presented.

Date of Decision

Signature of Superintendent

GRIEVANT’S RESPONSE: (To be completed by Grievant within five days of receipt of the Step 2 decision or within 12 days of the Step 2 hearing if no decision is rendered.)

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this grievance to arbitration.

Date of Response

Signature of Grievant

Distribution of Form: Association Representative
Immediate Supervisor

Association
Grievant

DETERMINATION REGARDING ARBITRATION

(To be completed by the Association President within ten days of the receipt of request from aggrieved.)

Aggrieved Person _____

Date of Formal Presentation _____

Association President _____

Date Request Received
for Arbitration _____

DETERMINATION BY ASSOCIATION:

_____ The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.

_____ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

Date of Determination

Signature of Association President

Distribution of Form: Association Representative
Immediate Supervisor

Association
Grievant

MSD Job Share Application for
 _____ School Year

1)Name	Current Position: Proposed Position:	Current FTE: Proposed FTE:
2)Name	Current Position: Proposed Position:	Current FTE Proposed FTE:

Please answer all questions in the space provided or attach additional pages to this form:

1. Identify your areas of compatibility regarding educational philosophy, discipline style, experience, areas of effectiveness, etc.

2. Describe the proposed teaching schedule including all work days and times.

3. Describe the division of tasks for student assessment, faculty meetings, team meetings, parent conferences, staff development, open house, curriculum nights, field trips, etc.

4. Describe the proposed communication system to be used between each other, with the principal, with the parents, with other teachers/support staff, etc.

Signatures of staff: 1) _____ 2) _____

Date submitted to Principal for review: _____

Approved or denied: _____

Principal: _____ School: _____ Date: _____



Mukilteo School District

Community Relations - Series 4000

Civility - 4313

Mukilteo School District staff will treat parents and other members of the public with respect and expect the same in return. The District is committed to maintaining orderly educational and administrative processes to keep schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/district grounds.

This policy promotes mutual respect, civility and orderly conduct among District employees, parents and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but to maintain a safe, harassment-free workplace for our students and staff.

In the interest of presenting District employees as positive role models to the children of this District, as well as the community, Mukilteo School District encourages positive communication, and discourages volatile, hostile or aggressive speech and/or actions. The District seeks public cooperation with this endeavor. The Superintendent shall develop procedures for implementing this policy.

Legal References:

[RCW 28A.635.010](#) Abusing or insulting teachers, liability for -- Penalty

[RCW 28A.635.020](#) Willfully disobeying school administrative personnel or refusing to leave public property, violations, when -- Penalty.

[RCW 28A.635.030](#) Disturbing school, school activities or meetings -- Penalty.

Adoption Date: January 24, 2005



Mukilteo School District

Community Relations - Series 4000

Civility - Procedures - 4313-P

Mukilteo School District staff will treat parents and other members of the public with respect and expect the same in return. The District encourages positive communication with the public, and discourages abusive, hostile or obscene speech, actions or other forms of communication such as e-mail with the public. In order to implement Policy 4313, the following procedures are adopted:

1. Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on school property, will be directed to leave school or school district property promptly by the Superintendent or designee.
2. If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the District employee will verbally notify the abusing party that the meeting, conference or telephone conversation is terminated and, if the meeting or conference is on District premises, the offending person will be directed to leave promptly.
3. When an individual is directed to leave school district property pursuant to circumstances referenced above and refuses to leave, the school administrator may notify law enforcement officials. Restraining orders may be sought by the District when warranted.
4. When it is determined by staff that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to provide a written copy of this policy, including applicable code provisions, at the time of the occurrence. The employee will notify his/her supervisor of the incident.

January 24, 2005



Mukilteo School District

Community Relations - Series 4000

Collaborative Decision-Making - 4240

Philosophical Foundation

Student learning is the core of the Mukilteo School District's mission. Learning occurs most successfully in a supportive environment created by students, teachers and other staff, parents and community working together. Collaborative decision-making is defined as a process by which constituent groups are appropriately involved in decisions that may affect them. Involvement in the process promotes ownership, responsibility, understanding and commitment to decisions. Such involvement is important in establishing and maintaining a positive climate that promotes student learning.

Expectations

The School Board expects and is committed to the following outcomes of collaborative decision-making:

- Improved student learning
- Improved communications
- Improved staff morale with high levels of trust
- Improved school/district climate
- High quality decisions
- Better use of human and fiscal resources
- Increased staff creativity, innovation, and involvement
- Greater public confidence

Characteristics

Collaborative decision-making is characterized by the following:

- Gathering input from those who will be affected by decisions and from those who will be involved in implementing them
- Allowing those individuals closest to the situation to be involved in identification of problems and solutions to them
- Commitment to the process as well as to the outcome
- Open, timely communication across all levels of the organization

Free exchange and open expression of ideas
Cooperation, negotiation, compromise and consensus building

Collaborative decision-making does **not** mean that:

Everyone will be involved in every decision
Every problem should or can be solved through a collaborative decision-making process.

Decision Levels

It is recognized that some decisions are more appropriately made at the District level, while other decisions and recommendations need to be made at individual sites. All decisions must be in compliance with School Board policy, negotiated agreements, and local, state, and federal law. District and site level decisions are defined as follows:

A. District Level Decisions

In order to maintain unity and consistency, recommendations which impact the entire district should be made by broad-based committees that include representation of stakeholders and constituencies. After review with the Superintendent, each committee's recommendation shall be presented to the Board. The Board is responsible for making all decisions that govern and direct the District. District level decision-making groups may include, but are not limited to:

1. District-Wide Committees: Committees that advise on general goals, guidelines and standards that may include, but are not limited to:
 - a. District Services
 - b. Budget
 - c. Research and Assessment
 - d. Student Rights & Responsibilities (K-12)
 - e. Teaching and Learning Committee
 - f. Instructional Materials Committee
 - g. Special Programs
 - h. Public Information
2. Ad Hoc Committees: Temporary committees formed as needed to study specific issues, policies, or programs, such as boundaries, policy review, growth management.

B. Site Level Decisions

Recognizing that each site is unique and has individual needs, many decisions need to be made by a collaborative decision-making process at each site. Site level decision-making groups include, but are not limited to:

1. Community Site Council
2. Ad Hoc Site Committees
3. PTA and other school support groups
4. School-community partnerships
5. Learning Improvement Team
6. Staff Advisory Committees, Faculty Senate, and Principal's Cabinet

Evaluation

Evaluation of any decision is ongoing and part of the decision-making process.

All decisions should:

1. Contribute to improvement of student learning
2. Support District and site missions
3. Reflect the characteristics of decision-making

Adoption Date: November 10, 1997

Revised: November 22, 2004



Mukilteo School District

Community Relations - Series 4000

Collaborative Decision-Making - Procedures - 4240-P

DEFINITIONS

Certificated Staff	Staff members who have teaching, counseling or support positions in the school and District and who hold professional education credentials.
Classified Staff	Staff members who perform support roles, such as instructional assistance, maintenance, clerical and secretarial.
Parent	A person who resides in the Mukilteo School District (MSD) and has a child(ren) attending a MSD school.
Community Citizen	A person who resides in the school District and does not have a child attending a MSD School.
Student	A person who is enrolled and attends a MSD school.
Community Site Council	One example of a collaborative decision-making group that may consist of administrator(s), certificated staff, parents, classified staff, community citizens and students located at a school site.

DISTRICT DECISION TOPICS

The following decision topics will be determined at the District-level, to assure consistency across the District. The topics include:

- Boundary planning
- Contract negotiation
- Contract implementation and administration
- Food Service
- Transportation
- Custodial Services
- District Maintenance
- Safety
- Security
- Data processing
- Legal services
- Standardized/District testing
- Personnel discipline/termination

- Student Rights and Responsibilities Handbook
- School year calendar
- District budget including block allocation to buildings
- Payroll
- Administrative hiring
- Administrative assignment
- Curriculum adoption

Some of these District-level topics may allow or require site-level decisions for implementation.

DISTRICT COMMITTEES

1. District Services

Purpose: Review operations and make recommendations regarding changes in the following services:

- a. Transportation
- b. Custodial services
- c. Maintenance
- d. Food Service
- e. District safety issues
- f. District security issues

District Services will use committees to gather input from affected parties when contemplating significant changes to established service levels. Committee membership shall include those who will be affected by the decisions and the personnel who will be involved in implementing them.

2. Budget

Purpose: Review and make recommendations regarding:

- a. Board and District initiatives
- b. preliminary District budget recommendations

Composition: 19 members

Administrators (6), Parents (3), Community Citizen (1), Certificated (3), Classified--MACP (2), MESP (2), Unrepresented (2).

3. Research and Assessment

Purpose: Review proposals for research conducted in the District for approval and make recommendations regarding the District assessment program.

- a. Program evaluation
- b. District assessment
- c. Research

Composition: 13 members
Certificated--Psychologists (3), Other (3); Administrators (3), Parents (2),
Classified--MACP (1), MESP (1). Require that each non-parent group insure
that their representatives are from different levels, i.e., elementary, middle
and high school. Maintain a 5-year review cycle on the testing program or
coincide with the State testing review cycle.

4. Student Rights and Responsibilities (K - 12)

Purpose: Review, revision and publication of the Student Rights and Responsibilities Handbook

Student Rights and Responsibilities are articulated in a single document. Written input and the writing of the document is the responsibility of the assigned administrator. The working draft shall be shared with all constituencies through their principals and made available at each school site for public review. The section title "Exceptional Misconduct" is reviewed annually by a special ad hoc citizens committee as set forth by WAC 392-400-245 (2).

5. Instructional Materials Committee

Purpose: The Instructional Materials Committee receives recommended materials from each Curriculum Development Committee and makes a recommendation to the Board for action.

The Instructional Materials Committee will:

- Identify and prioritize curriculum needs through a curriculum adoption cycle
- Receive recommended materials from each Curriculum Development Committee
- Respond to site specific curriculum initiatives/innovations from Building Curriculum Committees
- Review and respond to recommended materials from individual staff
- Act upon requests for reconsideration of instructional materials
- Maintain communications with the teaching staff

Composition: As identified in Policy 2120.

Director of Curriculum and Professional Development (chair), Primary teachers (2), Intermediate teachers (2), Middle school teachers (2), High school teachers (2), Elementary librarian (1), Secondary librarian (1), Site administrators (2), Parents/community members (8).

6. Special Programs

Purpose: To foster communication that would improve awareness, of the District's categorical programs. This committee will review and provide feedback on annual state & federal applications and program evaluation efforts associated with the operation of Title I, Learning Assistance Program, English as a Second Language (ESL), Highly Capable, and Special Education services provided to students in the District. Members will discuss current regulatory issues and provide feedback to the

Director and/or Coordinators for any procedural changes that may be required as a result of new regulations. Committee members will also address how programs are aligned with current state reform efforts.

Composition: 16 members

One parent from each program. One teacher from each categorical program. One each from the following groups: ESA, building administrator, classified (MESP), Director/Coordinator from each program area.

Ad Hoc and Special Committees

Ad Hoc and Special Committees are temporary advisory committees formed as needed by the Board. Their function is typically to study an issue or policy and to make recommendation to the Board. Examples of the need for such committees include boundary planning and hiring a new superintendent.

Since each issue differs, it is reasonable that representation on each ad hoc and special committee would differ in relation to its purpose. However, constituent groups affected shall be represented and shall select their own representatives from their constituencies. Specific representation and membership for comprehensive boundary and enrollment adjustments is identified below.

Ad Hoc and Special Committees shall submit final reports to the Board that include items of committee consensus as well as any unresolved issues.

Comprehensive District Boundary Planning

An outside consultant shall be selected to facilitate boundary planning. The consultant shall outline the boundary planning process, including the model for gathering constituent input and information reporting and a suggested committee structure, which includes representatives from affected groups, including but not limited to: parents, certificated and classified staff, building administrators and central office administrators. Each affected school site shall have representatives who will be selected by their constituent group and be responsible for being a liaison between the committee and their group. In addition, at least one administrative representative should participate from the affected level.

Limited Boundary Adjustments

Whenever it is necessary to make adjustments in attendance boundaries at any school site pursuant to Policy 3130, a parent and staff representative shall be selected to participate in discussions regarding the enrollment issues and proposed solutions. The purpose of this representation is to broaden communication to the affected groups. Each group shall select their own representative.

Multiple use of limited boundary adjustments within a school year or two consecutive school years indicates that comprehensive district boundary planning should be considered.

Hiring Superintendent

The Board shall determine the process for identifying candidates and selecting a new Superintendent. This process may involve hiring a consultant to assist in recruiting qualified candidates and should involve district employees, parents, and community members in making recommendation for employment to the Board.

Implementation

1. The District Committees will be drawn from among the following groups:
 - a. Parents
 - b. Classified staff
 - c. Certificated staff
 - d. Administrators
 - e. Community Citizens
2. A Mukilteo School District employee may not be a parent representative, but may participate in the selection process.
3. Each committee member, excluding administrators, may serve on only one District Standing Committee per year.
4. Each committee will determine its own meeting frequency with dates and times made available to the public.
5. All meetings shall be open to the public.

All constituent groups will be responsible for the selection of their own representatives.

1. Certificated employees, classified employees, paraeducator employees, and administrators will determine their own processes for the selection of their representatives.
2. Parents and community citizens will be selected by the following process:
 - a. Information about District Committees will be posted on the District website and provided to parents in the opening day student packets.
 - b. The information must include a description of the committee members' roles and responsibilities, as well as the charge of the committee. The information will identify the meeting time, place and date to select committee members.
 - c. People interested in serving on a District Committee should return the information form to the District. A written reminder notice will be sent to all interested persons no later than ten days prior to the meeting date.
 - d. Committee members will be selected by their constituent group at the meeting.
 - e. In the event that parents and community citizens cannot be enlisted to fill the committee spots for those constituencies through this process, the Superintendent/designee may personally recruit individuals to fill the vacancies.

3. The Instructional Materials Committee and the Teaching and Learning Committee will meet quarterly (or as needed) throughout the school year. Committee members will serve staggering three-year terms, as stated in Policy 2120.
4. For all other committees, committee members will serve on a staggered term basis with one-half of the members of each committee being replaced each year. The term for committee members shall be two years. If vacancies cannot be filled, a member whose term has expired may serve one additional two-year term. After a one-year hiatus, former committee members may be reappointed to the committee.

SCHOOL LEVEL DECISIONS

Schools shall review the collaborative decision-making model every three (3) years. The model shall include the following characteristics contained in Policy 4240:

- Gathering input from those affected by decisions and those involved in implementing them including certificated and classified staff, parents, students (at the secondary level), and community members
- Commitment to the decision-making process as well as the outcome
- Open, timely communication across all levels of the school community
- Free exchange and open expression of ideas
- Cooperation, negotiation, compromise and consensus building

The decision-making model may include, but not be limited to:

- a. a broad-based community site council
- b. various standing committees established to address specific areas of the school's operation
- c. ad hoc committees for emerging school issues
- d. parent/faculty organizations and associations

The District shall provide training as necessary for District administrators regarding how to develop, maintain, and evaluate effective decision-making. The District may make funds available as needed.

Principals shall facilitate a process every three (3) years to review the decision-making model for their school. The process shall be open for participation by all constituent groups and shall strive to reflect the diversity of the school and community.

School Collaborative Decision Topics

Hiring of Staff:	The opportunity should be provided by the principal for input regarding preferred and desired characteristics for applicants for posted certificated and classified positions.
Hiring of School Administrators:	The Superintendent or designee shall involve staff and community in the interview and selection process for school principals. Principals are encouraged to involve staff and community in the selection process of assistant principals.

School Budget:	Priorities for budgeting discretionary school funds.
Student Discipline:	Recommendations to the principal regarding the school student discipline plan.
School Facility Needs:	Recommendations to the principal regarding school facility needs.
Categorical Program Design:	Development of plans for implementing services to students eligible for State and Federal programs including Title I, Learning Assistance Program, English as a Second Language (ESL) and Special Education. Such plan(s) will be compliant with rules and regulations that govern such programs and will be submitted to the Superintendent or designee for approval.
School Safety:	Identify concerns and make recommendations regarding school safety to the principal.
School Improvement Plan	Develop a written plan that sets forth the goals, objectives, procedures, tasks, and timelines for attaining essential academic learning requirements. Such plans will be developed in accordance with Washington Administrative Code (WAC) and the Revised Code of Washington (RCW).

November 10, 1997
 Revised: June 8, 1998
 Revised: November 22, 2004
 November 5, 2009
 June 21, 2010
 May 12, 2014


**Memorandum of Agreement
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

The Mukilteo School District No. 6 (“District”) and the Mukilteo Education Association (“MEA”) recognize that the Federal Elementary and Secondary Education Act (otherwise known as “No Child Left Behind” or NCLB) has been reauthorized by Congress. This new act, Every Child Succeeds Act (ESSA), will be partially in effect beginning in the 2016-17 school year.


Further, several NCLB provisions including Adequate Yearly Progress, Highly Qualified teacher, parent notification letters and supplemental education services were discontinued at the end of the 2015-16 school year. A State plan for accountability and school improvement will be collaboratively designed and submitted to the US Department of Education in time for implementation in the 2017-18 school year. OSPI currently has several committees working on these changes.

The District and MEA do not know at this time what changes will be adopted, and what impact any such changes may have for student programs and staff. Thus, the parties agree that any action required in order to comply with or implement provisions of ESSA that implicates language in this contract shall be mutually agreed upon by the District and the Association.

Dated this 31 day of August, 2016.



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President

**Memorandum of Agreement
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

Article IX, Substitute Employees


The District and Association have come to the follow agreement through the 2016 negotiations process. The District will:

- Recruit and add additional emergency subs including soliciting parents through school newsletters.
- Identify and inform District retirees over the last three years who retired under ERF and inform them of the revised law that permits substituting employment up to 857 hours without impacting retirement benefits.
- Promote a welcoming and supportive work environment for substitutes by working with office staff (i.e. greeting, orientation), administration (i.e. discipline support), and teaching staff (i.e. lesson plans)
- Notify part-time employees of the benefit of substituting in order to earn a full year's retirement credit.

Dated this 31 day of August, 2016.



Bruce Hobert
Assistant Superintendent



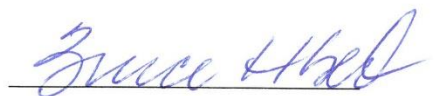
Dana Wiebe
MEA President

**Memorandum of Understanding
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

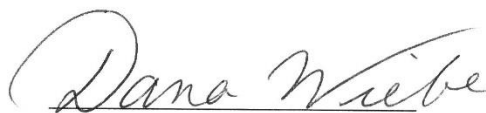
The Mukilteo School District No. 6 (“District”) and the Mukilteo Education Association (“MEA”) have reached the following understandings:

1. The District utilizes teachers on special assignment (“TOSAs”) to fill a variety of roles outside of the classroom. Such positions may include instructional specialist, categorical support specialist, literacy specialist, math specialist, and science specialist.
2. The program shall be coordinated by the Deputy Superintendent and supervised by either the Director of Curriculum and Professional Development or Director of Categorical Programs.
3. All of the TOSA positions are discretionary from year to year depending on the availability of funding sources, budget parameters and District priorities.
4. All of the individuals serving as TOSAs have continuing contracts with the District and are assured teaching positions if a TOSA assignment does not continue from year to year.
5. TOSA vacancies, with the exception of mentors, are filled via the District/MEA contractual transfer process.
6. In addition to the contractual compensation provisions of the parties’ collective bargaining agreement, TOSAs receive supplemental days at per diem. The number of supplemental days varies depending on the position.
7. In the event a TOSA is required to work days outside of the student school year and in excess of the supplemental days, the TOSA shall have the option, with approval of his/her supervisor, of choosing to be paid hourly on a timesheet or do a work day calendar adjustment.
8. TOSAs will have the option of serving for a term of three (3) years.
9. The District and the Association through LMC shall gather and review feedback on the role and structure of Instructional Specialists/TOSAs, during the 2016-17 school year to analyze the most effective use of this resource.

Dated: August 31, 2016



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President

**Memorandum of Agreement
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

Article VII, Section 10-Insurance Benefits

Due to the current volatility in insurance rates, and anticipated changes to medical insurance carrier plans in Washington, the parties shall enter into a Memorandum of Agreement to re-open Article VII, Section 10, annually at the request of either party during the term of the Agreement. Also, the parties agree to charge the District Benefits Committee with reviewing insurance plans as early as possible in 2017, with the intent of reporting findings or possible recommendations to LMC by April 2017.

Dated this 26 day of August, 2016.



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President

**Memorandum of Understanding
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

The Mukilteo School District No. 6 (“District”) and the Mukilteo Education Association (“MEA”) hereby confirm the following understandings reached during the 2016 negotiations:

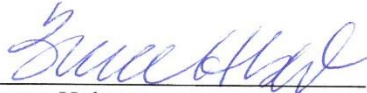
Elementary Support Specialists (“ESS”) time is limited at each elementary school and the parties agree that their responsibilities shall be more clearly defined in order to reduce their workload and better serve students. ESS responsibilities are primarily to:

1. Provide proactive intervention systems, programs and services aimed at promoting student socio-emotional and classroom success.
2. Consult with and support staff on individual student needs.
3. Link students and parents/families to outside resources as necessary.
4. Teach social skills lessons in classrooms.
5. Check and connect as needed with individual students and conduct group meetings.

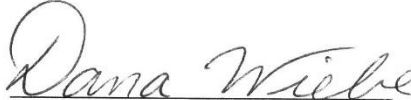
ESS duties should not include:

1. Administering student discipline
2. Attendance monitoring including Becca
3. Facilitating the GT process

Dated this 31 of August 2016



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President

**Memorandum of Understanding
Between
Mukilteo School District No. 6
And the
Mukilteo Education Association**

The Mukilteo School District No. 6 ("District") and the Mukilteo Education Association ("MEA") hereby confirm the following understandings reached during the 2016 negotiations:

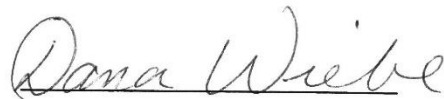
1. The Association and the District both recognize the importance of grading and regular communication of student progress.
2. The District and Association have a shared interest in finding a replacement for the ASPEN student information systems and supported grade books that is more user friendly for staff and better communicates student progress to students and parents.
3. The parties agree to have a working committee engage in a process to review student information systems and supported grade books during the 2016-2017 school year. A committee will be led by the Chief Technology Officer and composed of the following: certificated (8) staff, technical (2) staff, building staff (4), building (3) and central office (2) administrators, and parents (2).
4. After piloting, the committee shall present a recommendation of a new student information system and supported grade book to the Superintendent no later than May 31, 2017.
5. Planning for implementation and training will begin after decision and throughout the 2017-2018 school year with full implementation beginning the 2018-2019 school year.
6. Beginning with the 2016-2017 school year, secondary teachers will input all graded assignments into ASPEN by mid-quarter/trimester, quarter/trimester, and semester to provide regular, timely communication of student progress.
7. Once the new system is fully implemented, secondary teachers will be responsible for posting grades in the new system by the end of each month. Thus, the mid-quarter and mid-trimester paper progress reports will no longer be required.

Dated this 31 of August, 2016.



Bruce Hobert

Assistant Superintendent



Dana Wiebe

MEA President

**Memorandum of Understanding
Between
The Mukilteo School District
And the
Mukilteo Education Association**

PEER MENTOR PROGRAM

The Mukilteo School District No. 6 (“District”) and the Mukilteo Education Association (“MEA”) continue to work collaboratively to improve student learning in Mukilteo. The parties recognize that for students to succeed in learning, teachers must succeed in teaching and, therefore, agree to implement a peer mentoring program to support teachers and improve the quality of their instruction.

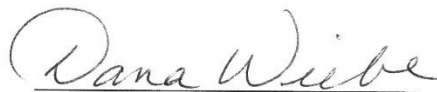
The parties agree to study and plan for an effective long-term mentor program, and as such, will commit to the following:

1. For 2016-17, up to 1.0 FTE shall be hired to provide support to new employees, in addition to the current 1.0 FTE mentor.
2. Identified current Special Education employees will receive a stipend to serve as mentors within their specialty area, for employees new to Special Education.
3. During 2016-17 the Labor Management Committee will discuss a long-term plan for the mentor program, with the intent to have a plan, and revised MOU, in place by March 2017, for implementation in 2017-18.
4. Charges include: Administration of program, mentor selection criteria, selection process, components of mentoring program, work schedule, calendaring and compensation.

Dated this 30 day of August, 2016.



Bruce Hobert
Assistant Superintendent



Dana Wiebe
MEA President

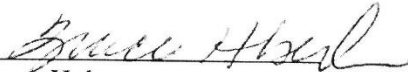
**Memorandum of Agreement
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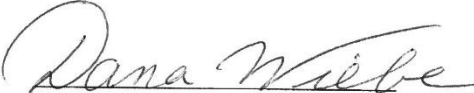
Building Time

With the intent of using time more efficiently as well as looking for opportunities to remove time commitments from educators, the parties agree to the following for the 2016-2017 school year

- Employees at each school/work site shall meet annually with their principal/administrator to review current practices around the use of time.
- Through collaborative decision making, compensated Team leaders will examine ways to reduce time demands on staff including assuming responsibility for some building initiatives and/or committee work.
- Principals may hold up to one staff meeting and one principal-directed other meeting (i.e. department meetings, grade level) each month.
- The LMC shall gather and review feedback on the impact of this meeting model, and other impacts on time.

Dated this 31 day of August 2016.


Bruce Hobert
Assistant Superintendent Human Resources


Dana Wiebe
MEA President