

Collective Bargaining Agreement

Between



And

Vashon Educational Association

September 1, 2022 - August 31, 2025

COLLECTIVE BARGAINING AGREEMENT

September 1, 2022 – August 31, 2025

**VASHON EDUCATION ASSOCIATION
and
VASHON ISLAND SCHOOL DISTRICT #402**

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ARTICLE 1 – AGREEMENT CONDITIONS

Section 1.1 – Preamble

This Agreement is entered into between the Vashon Island School District, hereafter referred to as the “District”, and the Vashon Education Association, hereafter called the “Association”.

It is the purpose and intent of the parties hereto to provide in this Agreement for orderly collective bargaining relations between the District and the Association, to set forth the wages, hours, and terms and conditions of employment of the certificated employees represented by the Association to the end that quality education for the children of the School District will be served.

The Association and the District continue to strive for a relationship that is focused on providing the best possible learning environment for all students. We believe that there is a strong relationship between the education of our students and the empowerment of the staff entrusted with the direct responsibility for their learning. This Agreement commits both parties to a collaborative relationship in providing for the best possible learning environment for all students.

We recognize that our stakeholders (students, parents, teachers, support staff, administrators and community) are the focus of our efforts as we strive to improve our school system. Each group should be involved in decisions that affect them and be recognized for and share in the success of their efforts.

Both parties agree that our educational work is best conducted in a relationship and an environment that promotes trust. We pledge to work in ways that reflect our shared mission, norms and operating principles.

Section 1.2 – Recognition

The District recognizes the Vashon Education Association as the exclusive bargaining representative for all non-supervisory certificated personnel who hold valid contracts with the District and who are paid on the certificated salary schedule for assignments, such as classroom Teachers, Counselors, Librarians, Speech/Language Pathologists, Occupational Therapists, School Psychologists, Physical Therapists, ELL (English Language Learner) teachers, Registered Nurses, Curriculum Teacher Leaders, Vocational Instructors, and Teachers on Special Assignment. The term “teacher”, when used in this Agreement, shall refer to all employees in the bargaining unit as defined above, and shall include represented substitutes.

Represented substitutes are those who work in the same position for twenty (20) consecutive days or any thirty (30) days during the current school year.

Substitute teachers shall be properly placed on the salary schedule on the twenty-first (21st) consecutive day of a single assignment, and continue at that rate as long as employed in the same position for that school year. No other provision of this contract shall apply to substitute teachers, except the following portions of the contract will be applied:

1. 30 or More Cumulative Days:

Article 1
Article 2
Sections 3.1, 3.3, 3.4, 3.5, 3.6.A, 3.6.B, 3.7, 3.13, 3.14

2. 20 Consecutive Days:

All of the 30+ days, plus Articles 3.11 and 3.12

Employees with written replacement employee contracts shall be covered by all sections of this Agreement, except that such replacement employees have no rights to continued employment at the expiration of their contract term.

Section 1.3 – Status of Agreement

This Agreement shall become effective as specified in Article 8. The language of this Agreement shall supersede language in any rules, regulations, policies, or resolutions of the District, which is contrary to or inconsistent with its terms.

Section 1.4 – Compliance of Agreement

All individual regular personal service contracts shall be consistent with the terms and conditions of this Agreement or are subject to amendment and adjustment to conform with the immediate successor Agreement.

Section 1.5 – 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 teacher or groups of teachers 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 may by mutual agreement commence negotiations on said provision as soon thereafter as is reasonably possible.

Section 1.6 – Agreement Administration

An Association representative(s) shall meet with the Superintendent or designee at a scheduled monthly meeting to discuss matters covered by this Agreement. Such meetings may be postponed by either party. These meetings are not intended to bypass administrative channels, the negotiations, or the grievance procedure.

At the discretion of either party, additional meetings may be scheduled, at a mutually agreeable time, but not later than five (5) working days from the date the request is made.

Section 1.7 – Printing/Distribution of Agreement

Within thirty (30) days following the ratification and signing of this Agreement by the parties, both parties will have a signed copy of the ratified, final agreement. The District shall post a copy of this Agreement on the District website and the Association shall post a copy of this Agreement on its website.

Section 1.8 – No Strike/No Lock-out

The Association agrees that during the term of this Agreement it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lock out its employees.

In the event of a strike, sit down or slow down against the District, all terms and conditions of this Agreement shall be suspended for the duration of such activities.

Section 1.9 – Shared Decision Making

- A. Throughout this agreement, decisions are described which should include the voice of staff and administrators. To facilitate clarity of process and wise decision making, each building will annually review the decision making matrix based on the model in Appendix H to describe the way in which employee voice is gathered, considered and included in certain decisions. Such level of involvement may include delegation of decision making authority to certain individuals or teams of individuals with input, influence, recommendations and/or feedback, and should reflect sufficient delegation for efficient operation of the school. Additions to the matrices shall be adopted by consensus by each school staff by October 15 each school year and shared with Association and District leadership at a labor-management meeting described in Section 1.6.

- B. Each building shall have a process for gathering feedback on the usefulness, efficacy, or success of their decision making matrix for use in the annual review and adoption process.
- C. Decision making processes in this contract cannot supersede other language within this collective bargaining agreement (without an approved waiver by the Association and District); decisions within the authority of other bargaining units; or decisions which legally require the authority of the school board.

ARTICLE 2 - RIGHTS AND RESPONSIBILITIES

Section 2.1 – Management Rights

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

Section 2.2 – Association Rights and Privileges - Access

Duly-authorized representatives of the local Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations of assigned duties. It is the responsibility of the above-mentioned Association representative to report to the building principal's office prior to contacting members in individual buildings.

- A. Equipment and Facilities Use** – The Association may use school equipment, including email and other available technology, duplicating equipment, and audiovisual equipment normally available to teachers after school hours, provided that such equipment shall not be removed from school property. The building administrator's office will be notified prior to use of school equipment. The use shall be for internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and reservations through the Vashon Island School District-Vashon Park Inter-local Agreement. The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to acquire a reasonable rental for the use of School District facilities and equipment.

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

- B. Membership Communication** – Interschool mail facilities and district email may be used for distribution of Association communications so long as such communications are labeled as Association materials, are sent to Association members only, contain the name of the authorizing Association official and are not defaming to any individual or group.

The Association may post notices of activities and matters of Association concern on designated teacher bulletin boards, one of which shall be provided in each faculty lounge, provided such notices are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.

- C. Availability of Information** – The Board agrees to furnish to the Association in response to reasonable requests all information which is public record, in accordance with statutes.
- D. New Employees** – The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the

Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

ARTICLE 3 - PERSONNEL

Section 3.1 – Individual Rights

- A. There shall be no unlawful discrimination against an employee or applicant for employment by reason of race, creed, color, marital status, sex, age, sexual orientation, national origin, domicile, or because of his/her membership or non-membership in employee organizations.
- B. Complaints alleging misconduct that could lead to discipline will be handled under the procedures in Section 3.2 (Due Process). Complaints impacting an employee's performance evaluation will be handled under the procedures in Sections 6.1 and 6.2 (Evaluation). For other complaints (i.e., complaints not alleging misconduct or not impacting an evaluation), the complainant will be advised to first take up the complaint with the employee. The District and Association support the principle that issues and concerns should always be dealt with first at the level closest to the individuals involved. Employees always have the right to request colleagues or administrators to join them in meetings with parents, students or community members to address the complaints, concerns or issues not subject to Sections 3.2, 6.1 and 6.2.

Section 3.2 – Due Process

- A. **Steps in the Process** – When the District receives a complaint or allegation that may be used in discipline, the District will provide the due process in Section 3.2 summarized in the checklist below:
 - 1. The District shares nature of the allegations (see Section B below);
 - 2. Employee has the right to representation (see Section C below);
 - 3. An employee may be placed on administrative leave (see Section D below);
 - 4. The District will investigate the allegations (see Section E below);
 - 5. The employee has the right to respond to any and all evidence prior to discipline being determined (see Section E below);
 - 6. The District will determine whether discipline is appropriate (see Section F below);
 - 7. Discipline will be documented (see Section G below) and handled confidentially (see Section H below); and
 - 8. Discipline may be challenged by the employee (see Section I below);
- B. **Allegations of Misconduct** – When the District receives a complaint or allegation that may be used in discipline, the District will share the nature of the allegations with the employee and the Association President within five (5) workdays of receipt, except in cases in which the District has been asked by an outside investigative agency to protect the confidentiality of the allegations. Anonymous complaints may not be used against an employee unless the complaint is investigated thoroughly and found to be true.
- C. **Right to Representation** – When an employee is (1) questioned by a supervisor for the purpose of seeking information which may be used as the basis for discipline; (2) being informed of allegations that could lead to discipline; or (3) receiving discipline, the employee shall be apprised that he or she is entitled to request and have present a representative of the Association at any meeting relating to such discipline. Other employees who are interviewed concerning an allegation have the right to be accompanied by an Association representative. If an employee makes a request for Association representation, the meeting will be held within three (3) days or earlier whenever possible.

- D. Administrative Leave** – In cases where the health, safety or well-being of students and/or employees or the employee in question is believed to be at risk, the District may place the employee on paid administrative leave. This leave may continue until an investigation is completed and the allegations against the individual are found to be unsubstantiated or there is disciplinary action. Any investigation will be completed in a timely fashion.
- E. Investigations** – The District will ensure that anyone investigating misconduct has received investigation training. The Association will inform the District when it believes a different investigator should be appointed. As a part of any investigation of misconduct, the employee will be given an opportunity to respond to the allegations prior to discipline being determined. For an investigation resulting in an adverse effect on the employee's contract (suspension without pay or discharge), specific details, findings and documentation will be provided to the employee and VEA president, at least two (2) working days prior to a final decision regarding the level of discipline. The employee may choose to respond to the specific details, findings and documentation during this period of time before discipline is issued.
- F. Just Cause for Discipline** – No employee will be disciplined without just and sufficient cause. Discipline will be progressive (starting with the lowest level of discipline necessary to correct the behavior) and corrective rather than punitive. The level of discipline will respond to the severity, frequency and nature of the misconduct. Types of discipline will include:
1. written reprimand(s);
 2. suspension(s) without pay; and
 3. discharge or nonrenewal
- In lieu of discipline, an administrator may clarify a standard of conduct by using a non-disciplinary letter of direction or verbal directive.
- G. Documentation** – Documentation will be placed in the personnel file for discipline. When the District receives an allegation of misconduct by an employee and the District does not investigate, all information concerning this allegation shall be removed from all files and destroyed. When such an allegation is made and the allegation is investigated thoroughly and found to be without merit, the file shall be kept in a locked file at the District Office and the information will not be used against the employee. When such an allegation is made and the allegation is investigated thoroughly and found to warrant discipline, the file shall be kept in the locked file at the District Office.
- H. Confidentiality** – The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law.
- I. Challenges** – Discipline which is an adverse effect on an employee's contract (suspension without pay or discharge) may be challenged through the statutory hearing process. All other discipline may be challenged through the grievance process (see Article 7).

Section 3.3 – Employee Responsibilities

The employee shall care for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture or fixtures to his/her supervisor.

It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the School District, the State Superintendent of Public Instruction and the State Board of Education, maintaining and rendering the appropriate records and reports.

Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the designated school administrator.

Teachers are required to make due preparation daily for their duties. Preparation is to include attendance at teacher's meetings and such other professional work contributing to efficient school service as may be required by the principal, superintendent or Board of Directors.

The District will designate employees to administer medication pursuant to and in compliance with board policy and state law.

Section 3.4 – Academic Freedom

Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits of laws and district policy the age appropriate studies of their pupils, taking into consideration individual differences among pupils, provided, that all pupils shall receive instruction in such prescribed courses of study as required by law and regulation.

Section 3.5 – Controversial Topics

The District and the Association believe that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. All instructional activities shall comply with the District Controversial Issues/Guest Speakers policy (BP 2331).

Section 3.6 – Personnel Files

There will be only two files, a building file and a District Personnel file. These files shall be locked. All employees' District and building files will be kept confidential and will be available for review by:

1. The individual employee and, subject to the employee's written consent, an authorized representative
2. Those district employees and representatives designated by the Superintendent who have a need to review the file in order to assist the performance functions of the Personnel Coordinator.

The contents of an employee's District personnel file will contain an application for employment, correspondence, pertinent data concerning the employee's employment and summary evaluation reports. All information placed in the District file will be signed by the employee with the exception of transcripts or other documents regularly included in all files by the Personnel Office.

The contents of an employee's building file will be maintained by the building principal/ supervisor. This file is the evaluation-working file and shall contain items that the principal /supervisor utilizes in the evaluation process. Every year there will be a mandatory review of this file by the employee and the principal/supervisor as a regular part of the evaluation process. Materials that continue from one school year to the next and/or are placed in the employee's district personnel file should be signed by the employee to indicate knowledge of the material. If the employee refuses to sign any document related to either the personnel or building evaluation file, the principal/supervisor shall note on the document the employee's refusal to sign.

An employee may request the removal of any derogatory materials after two years, except evaluations, from either the Building file or District file. Material may be removed by mutual agreement. A denial of request may be appealed to the Superintendent or his/her designee.

When computers or other forms of technology are used for personnel related matters, reasonable effort will be made to restrict access and ensure confidentiality.

Section 3.7 – Teacher Protection

- A. **Insurance** - The School District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the property thereof. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.405.370)
- B. **Assault** - Any case of assault upon an employee shall be promptly reported to his/her immediate supervisor.
- C. **Absences** - Whenever an employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated wellness leave.
- D. **Examination** - The District may require a physical examination to verify the disability. The cost of the requested exam shall be borne by the District.
- E. **Transportation** - Teachers shall be covered by the District's broad form excess liability insurance when transporting students to and from student activities with District approval.
- F. **Weapons** - The District and the Association are jointly committed to providing quality educational program in an open, supportive environment which protects the safety and security of all students and staff.

Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. It is agreed that the possession or use of weapons, explosives, firecrackers, illegal knives or other items capable of producing bodily harm is prohibited. The penalty for possession or use of any weapons or dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or local ordinances, shall be expulsion or other serious sanction. For any item that appears to be a weapon, is used as a weapon, or the victim reasonably believes to be a weapon, the preceding shall apply. (It is understood that the District will follow a student's due process requirement.)

Students who commit an assault shall be emergency expelled or subject to other serious appropriate sanction. The standards for weapons and dangerous devices and serious assaultive behavior shall apply to all students and staff. The District will make every legal effort to ensure the safety of staff and students.

Certificated staff with a need to know will be informed if a student is readmitted or admitted to school after committing any of the above offenses. Compliance with this section shall be consistent with all laws and requirements for student protection, including special education students. See Section 3.8.C regarding the building-level discussion on information-sharing protocols.

- G. **Threats Against Staff** - In the event a staff member is threatened he or she will notify the building principal or assistant principal.
 - 1. Teachers receiving students who have a history of being a threat to the safety and well being of teachers and/or students will be notified about the history of said student when known and/or when the law permits. See Section 3.8.C regarding the building-level discussion on information-sharing protocols.
 - 2. Verbal assaultive behavior means a purposeful attack with the intent to intimidate or cause emotional harm. Physical assaultive behavior means a purposeful attack with the intent to do physical harm.

3. Threat is defined as an action, behavior or statement that causes the receiving individual to believe he/she has a potential for harm.

H. Safe Working Environment - After first attempting to resolve the matter through the building principal, employees shall then refer unresolved complaints regarding their safety and health in the work environment to the Labor Management Committee. The Committee shall attempt to find a mutually-agreeable resolution to the issue.

Section 3.8 – Student Discipline

- A. To maintain a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. The District recognizes the right, and responsibility, of a staff member to take appropriate disciplinary action to correct a student who disrupts classroom activities, abuses or insults a staff member, willfully disobeys a staff member, uses abusive or foul language, violates school rules, or otherwise interferes with an orderly educational process. In incidents that require administrative interventions the staff member will inform the appropriate administrator as to the nature of the offense. Appropriate staff members will be informed of the actions taken in response to referrals for administrative intervention.
- B. Student conduct rules adopted by the Board shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere. Copies of the District policy shall be provided and reviewed by the building administrator with all teachers annually, prior to the first student day.
- C. Each spring, the teachers at each building shall be involved in the decision-making process for developing, reviewing and/or revising building disciplinary standards and procedures. The purpose of the review is to develop a building-wide consensus or shared agreement on building disciplinary standards and procedures. The focus of the annual review shall be to identify procedures which are working and those which are not working. The review shall also include information-sharing protocols for student misconduct and discipline records with educators who have a legitimate educational interest (“need to know”). The building disciplinary standards and procedures will be reviewed in the fall with all teachers to increase knowledge and consistent practice. The results of the annual building review shall be reported and discussed by the District and Association Labor-Management team in order to identify opportunities for District-level support, staffing and policy changes.
- D. In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations.
- E. Each teacher shall be advised of any complaint made to the principal or other School District administrator regarding the teacher's discipline of students on the day of the complaint or by the first break during the next work day. The teacher shall be given the opportunity to present his or her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged. See Section 3.2, Due Process for additional employee protections and procedures.
- F. Employees shall have the authority to exclude from their classrooms or activity area any student who creates a disruption of the educational process in violation of the building disciplinary standards. This removal shall be for all or any portion of the balance of the school day or until the principal or supervisor has met with the teacher, whichever occurs first. An excluded student shall not be returned during the balance of that class or activity period without the consent of the staff member. Prior to removing a student, except in an emergency, the staff member shall have first tried alternative forms of corrective action. Special rules may apply to students with an IEP or a 504 plan.

- G. In cases of misconduct or insubordination, when the teacher deems it necessary he/she may recommend to the principal a pupil's suspension or expulsion from school, or alternatives to exclusion from school.

Section 3.9 – Individual Teacher Contract

The District shall provide each teacher an individual contract per Washington State Law, State Board of Education regulations, and this Agreement.

The individual contract for employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated Agreement. The individual contract shall be for the number of onsite work days identified in this Agreement (Section 3.13.B). Individual teacher contracts must be signed within ten working days of distribution by the personnel department. Prior to contract distribution, this timeline will be publicized by the personnel department via email. Individuals who have not signed their contracts within 24 hours of the deadline will receive one reminder contact and if contract is not signed within 24 hours after the reminder, the position will be posted as per usual district job posting procedures.

Section 3.10 – Non-Continuing Contracts

Certified personnel hired as leave replacement employees, pursuant to RCW 28A.405.900 as now existing or hereafter amended, shall be issued non-continuing contracts and afforded all the rights and privileges pertaining to regular employment under this Agreement, except for the right of continued employment beyond expiration of the underlying leave or the current school year, whichever comes first.

Section 3.11 – Assignment and Transfer

- A. Vacancies** – Vacancies on the professional staff will be filled according to the following considerations:
1. Voluntary changes in assignment may first be made at the building level. Employees will be reassigned on the basis of the needs of the District, the Employee's qualifications, and pending transfer requests.
 2. Vacancies which still exist after such building level change shall be posted throughout the District. This district-wide posting will be prior to the hiring of any person from without the District. Prior to placement of an individual from outside the District, the superintendent or designee will review pending requests for transfer made by April 15 from employees desiring transfer. Public notice of positions open will not be released prior to District posting. In filling vacancies, where the District determines that two or more applicants are equally qualified, the District will offer the vacancy to the most senior applicant.
 3. Association members will be e-mailed "open position" notices when school is not in session.
 4. Except in unusual circumstances, transfer will be made at the end of a semester/trimester.
 5. Employees must submit requests for transfers and job shares prior to the first Friday of April each school year in order for transfer/job share requests to be considered for the next school year. An employee has no contract right to be considered for transfer/job share if a request is submitted after the first Friday of April each year and the District reserves the discretion to honor or not honor such requests. A partial FTE leave of absence for a job share is granted for up to one (1) year only, but may, for unusual reasons, be extended.
 6. During the summer vacation period, the District shall e-mail all "open position" notices to each member of the bargaining unit. A member shall notify the District by the last student day of the school year if the member wants the posting sent somewhere other than the

member's District e-mail address. Such employees shall comply with provisions of the posting, such as application deadlines.

7. Employees on a leave replacement contract who apply for openings in the District shall be granted an interview for the open position.

B. Involuntary Transfer – Should it be necessary to involuntarily transfer an employee from building to building, grade level at the elementary level or a majority of subjects at the secondary level, the District will consider impact on District program in conjunction with employee seniority. In implementation of transfer the following conditions will prevail:

1. As much notification as possible will be given, in writing, by the Superintendent or designee to the employees being transferred.
2. When an employee (including a leave replacement employee returning to another position for the following school year) is involuntarily required to move from one classroom to another or voluntarily accepts a move or grade level assignment that is necessary because of staffing reconfigurations, the District will provide two (2) days for moving or two (2) days of release time.
3. This does not apply to employees who have submitted a transfer request for the respective position or for assignments that are the result of the opening of a new or remodeled building.

C. Assignment Notification – The District will notify certificated staff of their tentative assignment(s) prior to May 15th.

Section 3.12 – Work Day

A. General Description – Teachers are required to be present and on duty thirty (30) minutes before the opening of school in the morning, and remain on the job for seven and one-half (7.5) hours. Requests for deviations from this schedule shall be presented to the Building Administrator or designee for approval no later than September 15th of each school year.

B. Meeting Attendance – Attendance at faculty meetings called by the building principal shall be required of teachers. The faculty and building principal at each building will mutually develop procedures to help alleviate both the number and length of meetings.

C. Duty-Free Lunch – All certificated personnel shall be allowed a reasonable lunch period of not less than thirty (30) continuous minutes per day during the regular school lunch periods and during which they shall have no assigned duties. An employee may leave school premises during the thirty (30) minute duty-free lunch period, provided the Employee informs the principal or designee of time of departure and estimated time of return.

D. Travel Time / Mileage – Employees who must travel from one building to another as a regular part of their assignments will be assigned reasonable travel time and be reimbursed for mileage at the District rate. Fifteen (15) minutes is a reasonable travel time between the high school campus and either Chautauqua or McMurray. Employees will be paid monthly without a time sheet for the scheduled days and will inform the District payroll office for days in which they did not travel between buildings for a deduction from the scheduled pay (exception reporting). Per diem pay will be provided if the travel is assigned during an employee's contractual planning time.

E. Emergency Classroom Coverage – The principal or designee may assign Employees to cover classes if time will not permit a substitute to serve in excess of one (1) hour or if a qualified substitute is not available. The principal will make every reasonable effort to distribute said duty equitably among available Employees. Employees covering a class during their assigned preparation period

will receive compensation at the hourly per diem rate of an employee placed at the BA+0/0 years of experience step of the salary schedule (\$42.30 in 2022-23).

- F. Principal Designee** – Members who serve as a substitute principal (Principal Designee) shall receive two additional hours at the per diem rate of pay for these duties.
- G. Preparation Time** – Teachers assigned to classrooms at the secondary level shall have a minimum of fifty (50) minutes preparation time during the work day. Block or other schedules which provide equivalent time will be presented to the labor-management committee for approval.
 - 1. Teachers at the elementary level shall have a weekly average of 250 minutes in addition to time outside the school day. Our goal is to provide 250 minutes per week not including recess and where that cannot be achieved, it will be averaged over two weeks. The principal will work with a committee to put together the master schedule. The principal will invite grade level representatives and all of the specialists to participate in the committee.
 - 2. In addition to the above stipulations special education staff will be provided the following:
 - a. Teachers responsible for development and completion of the Washington Alternative Portfolio Assessment shall be granted two days of release time per portfolio. If requirements for this assessment are altered during the duration of this agreement the parties may meet to review this provision.
 - b. In addition to regularly scheduled planning time secondary teachers will have one (1) period per week designated for team-wide case management. Elementary special education team in collaboration with their supervisor will schedule one hour per week of common time for case management.
 - c. Each building shall have a plan for responding to students with emergent needs that arise during the special education teacher's planning and lunch periods so that the special education staff member does not lose any protected time.
 - 3. In the event that a teacher agrees to perform additional classroom duties during this preparation time on a daily regularly-scheduled basis, additional compensation proportional to increased classroom contact time will be provided; part-time classroom teachers will be compensated proportionate to their assignments. This shall be consistent with current practice.
 - 4. Deviations from the plan may be adjusted to fit mutually-agreed needs.
- H. Inclement Weather Changes to School Day** – On days in which the school day is delayed or altered due to inclement weather, employees shall report to work one-half hour before students are expected to arrive. Employees who are unable to report on or before the time students arrive because of road conditions or weather unique to that employee's commute may use wellness leave.
- I.** Teachers will not be required to attend WIAA games or school dances beyond their workday.

Section 3.13 – Work Year

- A. General** – A high quality educational program results when staff has sufficient time to prepare, assess, revise, share and reflect upon instructional approaches. Time for planning at all levels—district, school, team and individual—is essential to building a comprehensive instructional program. Professional learning communities (PLC) shall be the organizing mechanism for our collective effort to provide a high-quality educational program.
- B. Length of Work Year**
 - 1. Employees will work 180 days of student instruction.

2. A minimum of 32 hours within the 180 student instructional days will be available for non-instructional work during a late arrival or early dismissal of students.
3. Four workdays will be scheduled on the work year calendar for educators to be on-site working together without students on activities such as PLC meetings, District-level culture and “school year kick-off” meetings; building-level culture, shared work, and required trainings; student/family orientations; and professional development.
 - a. Two of these days will be scheduled on the Tuesday and Thursday of the week prior to the first student day of the school year; one will be scheduled on the second Friday of October; and one will be scheduled on the second Friday of March. Specific dates may change upon mutual agreement.
 - b. Paid professional development may be scheduled and offered on days outside of these four on-site work days but educator attendance will be optional.
 - c. Building-level leadership will seek input from educators about their preferences for when to schedule student/family orientation type of activities.
4. Up to five additional hours will be worked as scheduled by the principal for staff retreats, student led conferences, open house, etc.
5. Educators are salaried professionals who work many days and hours outside the scheduled days identified above to prepare classrooms and lessons; assess student work and communicate with families about student progress; maintain educational records; and communicate with colleagues about shared work. The amount of time required to complete these responsibilities and the schedule for such time varies from educator to educator within the educator’s professional discretion. Nevertheless, the Wednesday and Friday of the week prior to the first student day of the school year (specific dates may change, subject to mutual agreement), and the day between the semesters, will be reserved as protected individual time without administratively-scheduled district or building meetings. This reflects key times when educators may, within their own discretion, naturally need to be working on important individual responsibilities. These are not required on-site work days and educators may choose to complete their work on-site, off-site or even at some other time.
6. The school year calendar shall be developed in accordance with the procedures in Section 3.18 below.

C. Coordination of Activities on Non-Instructional Work Time

1. Building principals, district administrators and the PLC Leads will develop a plan and goals for the non-instructional work for the year, with input from educators (sections B.2 and B.3 above). The non-instructional work days prior to the start of the student school year (B.3 above) and the non-instructional work time during the student school year (B.2 above) shall be planned starting in the spring prior to the following school year. A schedule for the year will be shared with staff prior to the first day of the school year. One-half of the non-instructional work time during the school year (B.2. above) shall be PLC work planned and led by the PLC teams; one-quarter will be work planned and led by individual employees; and one-quarter will be work led by building- or district-leadership teams.
 - a. The plan and goals shall include an intentional balance of whole group, small group and individual work related to professional development (training), PLC meeting time (focused on the four key PLC questions), development of curricular materials, assessment and reporting of student growth, state or federally-mandated training, and implementation of district, building and PLC goals.

- b. The annual plan will focus on a few key initiatives and allow PLCs to revisit and continue the work from one PLC meeting to another. Staff are expected to use their best professional judgment to accomplish the plans and goals set forth for the year.
 - c. Plans for the use of building-level time during the on-site work days prior to the first student day of the school year shall include time for staff to communicate with each other about student health concerns, IEPs, ELL plans and 504 plans.
- 2. PLCs will collect and share the natural artifacts of their non-instructional work with colleagues and principals to promote communication within the building community, provide evidence of quality professional practices for performance evaluations, and qualify for clock hours when possible under state statutes and regulations.
- 3. Principals will work with individual PLC groups when necessary to improve collaborative and collegial practices focused on improving instructional practice and student learning. The District and Association will discuss and monitor progress on the productive use of PLCs and non-instructional workdays at each labor-management meeting.
- 4. Authorized leaves in this collective bargaining agreement may be used on a non-instructional workday.
- 5. Specialists, itinerants and teachers of unique subjects (i.e. "singleton teachers," or special education teachers) shall propose meaningful and relevant collaboration plans to their administrators and PLC Leads that acknowledge:
 - a. Flexibility for responding to urgent and timely individual work;
 - b. The importance of such staff collaborating with other teams within their buildings; and
 - c. Staff members' unique or district-wide professional development needs.

Upon communication/agreement with building principals, such educators shall be released from attending building- or district-level meetings on scheduled work days which are not relevant to their assignment in order to focus on other priorities directly relevant to their assignment.
- 6. Building principals with PLC leaders will, at least annually, in the spring, gather feedback and reflect with building leaders on how building- and district-level work was planned, paced and scheduled throughout the year, including the days before the start of the student school year. Such feedback and reflection shall be shared at labor-management meetings identified in paragraph three above to inform the subsequent school year planning, by leadership teams, for those days.
- 7. The process for selecting PLC leads may be different at each building but must include the support of the building administrator for the person selected for the role and an opportunity for the staff on each PLC to provide input and recommendation for the selection. PLC leaders will be expected to solicit and represent the interests of the members of the PLC.

Section 3.14 – Class Size

A. Student Load – General Education: Individual class size to qualify for remedy:

- 1. Elementary:

Grade Level	in excess of
K	20

1	22
2	24
3	24
4	26
5	27

2. Secondary:

Total Daily Load per 1.0 FTE 140 (without homeroom/advisory)

- | | | |
|----|---|-----------------------|
| 3. | Traditional classroom setting-elementary: | See above |
| 4. | Traditional classroom setting-secondary: | Excess of 30 students |
| 5. | Gym based class: | Excess of 35 students |
| 6. | Music class: | Excess of 65 students |
| 7. | Classes requiring handling hazardous materials: | Excess of 28 students |

B. Special considerations

1. Teachers of classes requiring the use of hazardous materials may petition the Building Administrator to limit the class to not less than 24.
2. Station-based classes may be limited by the number of available stations. The station-based classroom student count will be determined through consultation between the instructor and the Building Administrator.
3. CTE (Career and Technical Education) class sections may be closed at a student count of 18 if it is determined by the instructor and the CTE Director that a significant safety hazard exists.
4. Performance based classes (i.e. music, play production, etc.) and PE classes are not subject to daily load limitations. For these classes only individual class size limits will apply.
5. Alternative education program limits will be set on a yearly basis by the program staff and administrator.
6. All general education and CTE classes must have a minimum enrollment of 15 students per 1.0 teacher FTE to be offered in the upcoming term. A teacher, with the written support of the Building Administrator, may petition the Superintendent to waive this requirement on a class by class basis.
7. These numbers are based on the current schedule configuration. If a configuration change is made the District and the Association will meet to review the load limits accordingly.
8. All limits above may be suspended in the case of a double levy failure or significant reduction in state funding levels.
9. Homeroom/advisory/SMART shall continue to be excluded from the daily load numbers in section A above as long as each building with some type of homeroom/advisory/SMART period meets yearly in the spring to evaluate and make changes as needed. The annual evaluation shall include some mechanism for full staff voice.

C. Remedy Process – General Education

The total remedy pool will be \$25,000 for each school year. For each student over the total daily load limit or the individual class limit the teacher will be reimbursed at a rate of \$15 per day per student for elementary teachers and \$3 per day per student per class for secondary teachers. To qualify, the student must be enrolled in the class for 11 or more days in the term. This reimbursement will be paid as a single payment at the end of the term in question. Teachers at the elementary school will have the option of paraeducator assistance at a cost equivalent to the per day/per student payment as available under applicable collective bargaining agreements. Classroom assistance could begin on the 11th day of enrollment.

Any remaining funds in the pool at the end of the school year up to \$5,000 will roll forward and be added to the base \$25,000 pool for the subsequent school year. Any remaining funds in excess of \$5,000 will be distributed equitably among the individual schools for use in their individual building budgets in the following school year.

It is the responsibility of the Building Administrator to make all reasonable attempts to avoid the scheduling of students in a manner that results in class or daily load limits being exceeded. If no other reasonable option exists, the building administrator or his/her designee must notify the Superintendent of the overload to initiate payment.

If a student withdrawal results in a class or load limit falling out of remedy status the payment at the end of the term will reflect only those days during which the limit was exceeded.

At no time may an individual teacher's student count exceed both individual class load and total daily load limits simultaneously.

Section 3.15 – Special Education Caseloads

A. Case Load Sizes – Special Education

The District and Association believe that the broad spectrum of students' academic and behavioral needs requires that caseloads be controlled for optimal student success and professional effectiveness of all special education staff. In support of this belief, we will follow the guidelines below for caseload sizes.

	IEPs/FTE Caseload	Class Size/Daily Caseload for Instruction
Early Childhood	14	15 students per class total including typically developing peers. Every effort will be made to balance and blend the class composition between Special Education students and their typically developing peers.
Resource room K-5	26	28 instructed caseload
Resource room 6-12	28	50 instructed caseload
Functional/Life Skills	9	9 instructed caseload
SLP	45	45
OT/PT	45	45
6-12 resource room instruction	<u>0</u>	70 over the course of the day
K-12 resource room case management	<u>60</u>	0

The resource room K-5 and functional/life skills teachers in the chart above are assumed to be providing instruction and managing student IEPs. The "instructed caseload" refers to provision of instruction or coordination of instruction by others. The "6-12 resource room instruction" assignment does not case manage IEPs; the "K-12 resource room case management" assignment does not

provide specially-designed instruction. One 6-12 teacher might be assigned partial FTE for instruction and partial FTE for case management.

B. Remedy Process - Special Education

When caseload is exceeded the remedy will be as follows:

Four hours of pay at per diem rate for each completed and submitted IEP in excess of caseload limit, and \$15 per day per student for being assigned a caseload above the caseload limit for 11 days or more in the term (retroactive to the first day). In the event of a double levy election failure or negative change in state funding levels, caseload language will be suspended and re-negotiated.

When caseload is exceeded by 25% or more, the District and Association shall review the staffing, remedies and program model at the next available Labor-Management meeting.

C. Professional Development

To support the professional growth and program development needs of student services staff (special education teachers, school psychologists, OTs, SLPs, counselors, nurses) the District shall maintain three tiered levels of professional development:

1. **Individual staff member needs** – \$500 per special education teacher per FTE and \$300 per other student services staff per FTE shall be allocated annually to each individual student services staff member to meet individual professional development needs determined by the individual staff member. (The amounts are different due to the potential need to cover substitute costs.) Professional development funds may be used to pay tuition, registration, fees, travel expenses, and/or materials related to professional development, as well as fees to elective professional organizations that provide access to professional development. Such funds may be carried over up to \$1,000 per special education teacher and \$600 per other student services staff in order to afford more expensive professional development options. If a substitute is needed to facilitate the release of an educator for professional development (e.g., special education teachers), the cost of the substitute may come from these professional development funds.
2. **Special Education Team level needs** – Each building shall maintain a team of special education staff who shall meet on a regular basis. Other educational staff associate (ESA) staff members may be invited to participate in discussions of professional development and program development as the team finds helpful. At each regular meeting, the current availability and need for professional development shall be a standing agenda topic in order to hear educator voice regarding the need and to develop consensus on how best to meet the team’s need. One of the options to be discussed, which may or may not be the right solution for a particular need, is engaging particular consultants or experts to work with the team(s) to review and develop educational programs for low incidence, high needs students with disabilities. District and building administrators shall keep each building team informed, throughout the school year, regarding the funds available for these needs.
3. **System-wide needs** – Other professional development needs are wider than the individual or building level. District administrative staff shall solicit and evaluate the input from individuals, PLC leads and other teams on the professional development that would be useful for whole buildings or cross-building groups. This input will be used to inform the planning of building-level and district-level work for non-instructional time throughout the following school year (see Section 3.13.C.6).

Section 3.16 – Employee Facilities

Each building shall have the following facilities and equipment for the use of teachers in that building:

1. Space in each classroom to safely store instructional materials and supplies.
2. A work area containing equipment and supplies to aid in the preparation of instructional materials.
3. A furnished faculty lounge and the availability of a telephone that offers privacy for contacting parents
4. A serviceable desk and chair and filing facilities in each classroom.

Section 3.17 – Classroom Visitation

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher.
- B. The principal shall inform the visitor that the visitation is more productive if the visitor confers with the teacher after the visit.
- C. All unannounced visitors shall be reported to the principal's office.

Section 3.18 – Calendar

- A. The following parameters will be used to develop the calendar:
 1. School starts for students after Labor Day except when it makes #2 below impossible.
 2. School is out by the end of the third week of June.
 3. Two on-site non-instructional workdays for educators will be scheduled in October and March unless the District and Association agree otherwise. See Section 3.13.B.3 above.
 4. School is not in session on national and state holidays.
 5. Winter break will be two full weeks and three weekends except when it makes #2 above impossible.
 6. Mid-winter break will occur during the week of President's Day in February.
 7. Spring break will be during April.
 8. Required make-up days not otherwise built into the calendar will be at the end of the school year.
 9. A non-work day will be scheduled between the semesters in January to accommodate grading and transitioning from one semester to other. These are not required on-site work days and educators may choose to complete their work on-site, off-site or even at some other time. See Section 3.13.B above.
- B. The District shall present a calendar that fits within these parameters to the Association at a labor/management meeting by March 1. These parameters shall not preclude negotiation on the topic of work days when the collective bargaining agreement is open.
- C. Plans for activities on non-instructional on-site work days shall be developed in accordance with Section 3.13 above.

Section 3.19 – Reduction in Force or Employees/Employment of Reduced Employees

A. General Provisions and Definitions

If the certificated staff in the District is to be reduced, the Administrative Team will recommend to the School Board the program(s) to be retained and the list of employees for reduction by the District. For the purpose of this section, administrators may be reassigned as employees consistent with the teaching seniority clause defined below. There will be notification to the Association President or designee that a reduction in force is to take place.

1. Employees will be non-renewed if they do not currently have both the certification and the endorsement necessary to qualify them to teach in any position in the program(s) retained by the School Board; and
2. Employees will be non-renewed if they currently have both certification and the endorsement even for those positions in the program(s) retained by the Board that are to be filled by more senior Employees as determined by the criteria set forth in this section, subject to the following:
 - a. Seniority and credits applicable for placement on the District salary schedule must be earned prior to October 1st of the current school year and must be documented by official transcripts to the Personnel Dept. It will be the responsibility of the individual Employee to furnish the District with such documentation on or before the first of October for the current school year.
 - b. Part-time employees will have seniority as established in this section.

B. Seniority - In establishing seniority for the purpose of staff reduction, the following criteria will be applied in the order in which they are listed:

1. In order to qualify for ranking, the Employee must possess such valid WA State certification, endorsement, and/or other licenses for certificates as may be required by state law and regulations.
2. Employees identified above will be ranked according to their length of service up August 31st as recognized by the District for purposed of placement on the District salary schedule, including years and days of regular contract and/or substitute service in Washington State.
3. If a tie exists, then the higher ranking shall be given in years and days of experience and hire date of the first provisional or continuing contract in the District.
4. In the event a tie still exists, doctoral degree(s), masters degree(s), or bachelor degree(s), as recognized by the district for salary schedule placement purposed will be used to determine seniority with the higher degree(s) indicating greater seniority based on the criteria above.

C. Seniority List

No later than March 15, or the first working day following, the District will provide the Association with an official seniority listing of employees, from least to most senior according to the above criteria, and will provide each building administrator with a copy of the seniority information via a Seniority Information Memo. The individual's seniority information will include the person's name, certification type, endorsements, degree, hire date, years and days of experience, and credits beyond degree. Each employee will initial the Master building copy if correct. If incorrect, the employee must submit an explanation of the error(s) in writing to the Personnel Dept. within 5 working days of March 15th. The building administrator will submit the master Copy to the Personnel Dept.

D. Staff Selection

1. In the event that an employee within the present staff is not qualified for assignment, the District may employ such less senior and/or additional certificated employees as may be required to staff the educational program adopted by the Board;
2. A list of employees to be non-renewed will be delivered to the Association on or before May 15;
3. When an employee is assigned to a position other than that held at the time of implementation of these procedures, it will be so noted in the evaluations of the employee during the initial year of assignment. Employees assigned to positions other than those held at the time of implementation of these procedures, whose administrator believes them to be struggling in the positions assigned, will be provided with a plan of assistance and support.

E. Provisions of Reemployment

1. Employees non-renewed as a result of reduction in force (RIF) will be placed on an employment list according to the seniority information set forth above. These employees will have priority according to their seniority information in the filling of positions for which they are qualified under this section. They will also be given priority in substitute teaching positions for which they are qualified. Their names will remain on said list for two years, ending October 1 of the second year. Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.
2. Individuals included on the employment list will inform the Personnel Department of any change in personal information (name, address, phone number) availability, or eligibility for employment.
3. Offers for employment by the District will be in writing and delivered in person or by certified mail. A copy of each offer will be mailed to the Association.
4. An individual forfeits the right to employment under this section if he/she does any of the following:
 - a. Signs a continuing, full-time certificated Employee contract with another district and cannot be released from that contract within 10 working days (or, for part-time employees, a contract equivalent in time to the position formerly held in the District);
 - b. Fails to accept an offer of employment with the District within 5 working days of receiving the offer;
 - c. Fails to report for work within 11 schools days from the date employment is offered by the District. However, no individual will forfeit rights by accepting a non-continuing contract with another district, by signing a contract in another district for fewer hours than held during the year in which non-renewed, or by refusing a position in the District for a fewer number of hours than held during the year in which non-renewed.

F. Provisions of Reduction in Force (RIF) Leave

The District shall allow employees RIF Leave in accordance with the following criteria:

1. RIF Leave will be granted to an individual for one full contracted year at a time, only if it permits the District to employ a qualified individual included on the employment list.

2. The employee requesting the RIF Leave will file a written request for such Leave with the Personnel Department.
3. The District will have the right to deny RIF Leave, in writing, if the District considers said applicant essential to the orderly and effective operation of the educational program during the ensuing year, or if a qualified replacement is not included on the District employment list.
4. The position of the employee on leave will be temporarily filled by a qualified individual included on the District's employment list. Said qualified individual will not have continuing employment rights to the position to which temporarily assigned.
5. Said leave in no way exempt the employee on leave from reduction in force (RIF) consistent with these procedures during the current or subsequent school year(s).
6. This subsection will in no way limit the District in the operation or management of the District educational program.
7. Employees taking RIF leave under this subsection will be re-employed for the ensuing school year provided that the position they formerly held has not been reduced. The employee will be re-employed in the position from which they took the RIF Leave.
8. Employees on leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the year(s) of leave, seniority and employee benefits will be reinstated at the level accrued at the time leave was granted.

Section 3.20 – Vashon New Educator Support Team

- A. Educators new to the profession will be matched with well-trained mentors to observe and support them in the learning environment. The new educator program will provide:
 - Resources, coaching, and professional learning opportunities to enhance comprehensive learning systems that foster equitable systems for all learners;
 - Support and encouragement for first- and second-year educators to strengthen their professional skills and retain promising educators in the profession;
 - Mentoring for first-year educators to strengthen their professional skills and to retain promising educators in the profession;
 - Confidentiality in the mentor-mentee relationship;
 - Release time for mentees and mentors to observe each other; and
 - Compensation for first- and second-year educators, and mentors of first-year educators to support time for learning conversations outside the on-site contract day(s).
- B. Educators in their first year with the District, but not new to the education profession, will be paired with a sponsoring teacher who will be a resource for learning the processes, culture and resources available within the school(s) to which new educator is assigned. These educators will also be offered resources, coaching, and professional learning opportunities relevant to their unique positions to enhance comprehensive learning systems that foster equitable systems for all learners, and which may include resources outside the District and/or participation in the supportive meetings offered to educators new to the profession in paragraph A above.
- C. This section may be reopened by either party should the District no longer receive the BEST grant or should the funding of the BEST grant change.
- D. To anchor our work with educators new to the District, the parties commit to pursuing equitable assignments (number of preps, schedules, split building assignments, class sizes, and class composition) that will support the success of teachers.

3.21 – Assessment for WaKIDS

Kindergarten teachers administering the WaKIDS assessment shall be provided one day of release time to complete assessments during the fall assessment window.

ARTICLE 4 – LEAVES

Section 4.1 – Wellness Leave

A. Wellness Leave Description and Procedures - Every employee under contract in a position requiring certification shall be entitled to annual wellness leave. Each employee shall be furnished an accounting of his/her accumulated wellness leave at the beginning of the year. Wellness leave provisions are as follows:

1. Every person under contract for a full school year (180 days) in a position requiring certification shall be entitled to twelve (12) days of annual leave of absence for wellness.
2. Part-time employees wellness leave allocations will be prorated by FTE.
3. Use of annual wellness leave days will be at the discretion of the employee subject to the provisions of this section. The first and last week of school will be limited to leave for medically approved reasons and emergency leave.
4. Pay for any period of absence shall be the same as the pay the employee would have received by contract for regular service.
5. For each day's absence after the wellness leave allowance, a salary deduction of one (1) work day shall be made.
6. Leave not taken during the year shall be accumulated from year to year.
7. Personnel claiming sick leave benefits for more than three (3) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically-approved reasons.
8. Extended wellness leave of three (3) or more consecutive days will include the following protocol for all certificated staff as soon as possible, but at least 15 working days in advance of such a leave. The employee will meet with his/her supervisor and present the following:
 - a. Information on the plan for coverage of curriculum and/or services for the time of the absence.
 - b. Notification of colleagues affected by the absence.
9. An employee wishing to take wellness leave in excess of five (5) consecutive days requires the above protocol as well as the following:
 - a. The approval of the building principal and the Superintendent.
 - b. The name of a mutually approved substitute who is available for the assignment.
 - c. Notification of parents using a method the employee and supervisor deem appropriate.

Criteria for administrator approval includes clear evidence of academic benefit, the chance for staff to take advantage of rare and unique opportunities and/or a clear link to professional development. Denial will be based on a review of staff member's previous use

of extended leave, their overall pattern of absences and/or the negative impact on or disruption of the academic program.

10. Leave will not be granted to employees not following the above protocol. Employees not following the above protocol will be subject to disciplinary action.

B. Holiday/Break Wellness Leave – Wellness days directly preceding or following holiday or break periods will be administered on a building-by-building basis utilizing the following protocol with the exception of sick leave and emergency leave:

Holiday/Break Wellness Leave staff allotment by building*

	CES Staff	MCM Staff	VHS Staff
Veteran's Day	2	2	2
Thanksgiving	1	1	1
Winter Break Year A	2	1	1
Winter Break Year B	1	2	1
Winter Break Year C	1	1	2
MLK Day	2	2	2
Mid-Winter Break Year A	1	2	1
Mid-Winter Break Year B	1	1	2
Mid-Winter Break Year C	2	1	1
Spring Break Year A	1	1	2
Spring Break Year B	2	1	1
Spring Break Year C	1	2	1
Memorial Day	2	2	2

*The Schedule A, B and C above rotates commencing with the 2012-2013 school year.

1. Employees may begin requesting one of these days on the first work day of March. Days will be granted on a first-come-first-serve basis based on the email time and date stamp in the principal's inbox. Only one Holiday/Break Wellness day per staff member will be granted before the first work day of October. A calendar of available days will be posted on a universally-available electronic source (e.g., Google Docs) and a hard copy will be posted in each building.

No staff member shall have more than two Holiday/Break Wellness days in the same school year.

3. Staff members choosing to relinquish their Holiday/Break Wellness day(s) may do so by email to their building principal and the staff at least two weeks prior to the Holiday/Break in question. No staff-to-staff trades will be permitted.
4. Staff members may petition the Superintendent regarding special need for absence on a Holiday/Break Wellness day. The Superintendent reserves the right to approve or deny additional leave on the basis of exceptional circumstances.
5. For purposes of this section employees with more than one building assignment will be apportioned in a manner that best balances number of staff at each school.
6. Staff members who do not require a substitute shall not count against the building allotments but Holiday/Break Wellness days for these individuals will require administrative approval and be limited to the same number of days as staff requiring a substitute.

Section 4.2 – Sick Leave Cashout

The District will provide sick leave cash out pursuant to State Law at retirement or death of an employee, and provision of annual cash out pursuant to RCW pertaining to the Employee Attendance Incentive Program.

Section 4.3 – Bereavement Leave

- A. Up to one (1) day without deduction of pay will be allowed for attending a funeral of individuals not included in B below.
- B. Up to five (5) days without deduction of pay will be allowed in the event of the death of an individual with whom the employee shares a significant emotional relationship.
- C. Additional wellness leave may be used for issues relating to a death including travel, attending to family or legal issues, or recovery from the emotional impact of the death.
- D. The employee will use the established procedures for notifying the District of the need for leave under this section.

Section 4.4 – Leaves of Absence

A. General Leave Information: Subject to administrative recommendation for subsequent approval by the Vashon Island School District Board of Directors, certificated employees may be granted a leave of absence from the District for up to one year, at no cost to the District.

B. Leave Stipulations:

- 1. Written application for leave should be requested by April 1st.
- 2. The leave should involve a minimum of educational interruption.
- 3. A leave is granted for up to one (1) year only, but may, for unusual reasons, be extended.
- 4. A member on leave of absence will retain his/her salary rating and accrued wellness leave earned prior to the leave of absence.
- 5. No experience credit for salary purposes will be granted for the period of the leave.
- 6. An employee returning from leave shall be returned to the same or equivalent position held prior to the one-year leave subject to the Assignment and Transfer (3.11) and Reduction in Force (3.21) sections of the Agreement.
- 7. Please see contract language under section IV.10 regarding the Family Medical Leave Act.

Section 4.5 – Sabbatical Leave

A. General Sabbatical Information: Certificated employees with six (6) or more years of continuous service with the District may be granted a year's leave of absence for the purpose of furthering professional growth by means of graduate study or by other means approved by the Superintendent.

B. Sabbatical Stipulations - The following policies are to be adhered to when granting sabbatical leaves:

- 1. One unpaid sabbatical will be granted per year based on the following criteria, if a suitable replacement can be found:

- a. District seniority
 - b. Enhancement of professional growth
 - c. Collegial sharing
 - d. Student learning
2. Applications outlining plans for the period of absence must be submitted to the superintendent for consideration, suggestion and approval.
 3. Applications for sabbatical leave must be filed with the Superintendent not later than February 15 of the school year which proceeds the school year in which the leave is to become effective.
 4. Seniority, retirement, and all other rights afforded by the District are retained.
 5. The recipient must agree to return to the service of the District for a period of one (1) year following expiration of the sabbatical leave period.
 6. An employee returning from leave shall be returned to the same position as that held prior to the one-year leave, subject to the Assignment and Transfer (3.10) and Reduction in Force (3.16) sections of the Agreement.
 7. Employees receiving a sabbatical leave shall not be eligible for future consideration until six (6) years lapse following completion of the sabbatical.

Section 4.6 – Jury Service

Upon receipt of a jury summons, the educator will notify his/her building principal or Superintendent. Individuals shall suffer no loss of pay for jury duty, and will be allowed to keep any expense allowance given by the court.

Section 4.7 – Association Leave

The Association will be allowed to authorize up to twenty (20) collective days of absence each year for professional meetings and association business excluding negotiations. The Association will give five (5) days' advance notice of pending absence to the District whenever possible. No more than three (3) persons shall be gone at one time.

The Association will reimburse the District for substitute costs incurred at the substitute rate of pay.

Section 4.8 – President Release Time

If requested by the VEA, the District will release the Association President for up to twenty (20) days per year total to conduct Association business. The Association will give the District at least three (3) days' prior notice of request, whenever possible, for President Release Time.

The Association will reimburse the District for substitute costs incurred at the substitute rate of pay.

In addition to the above, the Association President may be granted a leave of absence on either a full-time or part-time basis. The District reserves the discretion to approve or deny such leaves of absence, based on the teaching position of the President or the availability of a suitable replacement employee.

The Association President may continue to be contracted full-time with the District, with the Association reimbursing the District for the costs of an Association president released on a part-time basis.

The Association agrees to hold the District harmless and to indemnify the District for any and all liabilities, costs, penalties or attorney fees in granting or defending Association President's release time.

Section 4.9 – Child-Rearing Leave

- A. General Child-Rearing Leave Information:** Child-rearing leave without pay shall be provided to employees requesting such leave.
- B. Child-Rearing Leave Procedure**
1. To facilitate the orderly selection of a replacement, the employee shall inform the District in advance, by submitting a written request to the Superintendent, of the intention to take child-rearing leave as soon as possible, but at least thirty (30) days before the anticipated time the leave is to begin.
 2. Child-rearing leave will be granted for the remainder of the school year. Upon the written request of the employee to the Superintendent, submitted no later than April 15, this leave shall be extended for an additional school year.
 3. The employee shall notify the Superintendent no later than April 15th of intent to return from child-rearing leave, or resign. An employee returning from this leave shall be returned to the same or a position similar to that held prior to the child-rearing leave.

Section 4.10 – Family and Medical Leave Act

Provisions of the FMLA shall apply to all employees who have been employed in the District for at least one year, and who have worked one thousand, two hundred fifty (1,250) or more hours per year (the academic school year). Except for this provision, all aspects of FMLA shall be applied according to the statute as legally determined by the District. If a qualified employee misses more than three consecutive days, they will be placed on FMLA if the absence is related to a qualifying reason or condition. Employees may contact the Human Resources office for current information on qualifying reasons and conditions. The District will track absences of employees on FMLA down to half hour increments, information which must be provided by the employee on the approved timekeeping system. Each individual is responsible for recording their absences and identifying them as part of an FMLA leave, whether paid or unpaid. The time missed may be sporadic or at a time apart from the main event that qualified for the leave, but as long as it is related, it must be tracked.

The FMLA entitles eligible employees to take up to 12 weeks of unpaid leave each year for specific family or medical reasons. Family is defined as self, household partner, and/or other immediate family members, including parents. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The District requires that, if paid leave (i.e. wellness) is available, it must be used as part of the 12 weeks of FMLA.

Section 4.11 – Paid Family and Medical Leave

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Such leave shall be considered a supplemental benefit. The District shall pay the 0.16068% wage premium and the employee shall pay the 0.43932% wage premium to fund this leave as now or hereafter determined by the state. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE 5 – COMPENSATION

Section 5.1 – Salary Schedules

- A. Schedules** – For the years covered by this collective bargaining agreement, employees shall be paid in accordance with the base and enrichment salary schedule printed as Appendix J. Increases for years 2 and 3 of this agreement are described in Subsection B.3 below.
1. The base salary schedule compensates employees for the time and responsibilities of being a non-supervisory certificated employee.
 2. Each employee will be issued a supplemental contract in recognition of additional responsibilities and incentives that enrich the basic education program, including participation in self-selected professional learning.
- B. Salary Schedule Structure** – The base and enrichment salary schedules in Appendix A were negotiated with the following structure and annual adjustments:
1. The first cell (zero years of experience) in the BA+45, BA+90, MA+45 and MA+90 columns is 6.0% higher than the cell in the previous column. The first cell in the MA column is 3.0% higher than the first cell in the BA+90 column.
 2. Each cell in the rows for 1-8 years of experience is 2.0% higher than the previous cell of the same column. Each cell in the rows for 9-16 years of experience is 3.1% higher than the previous cell of the same column. For the total salary schedule (base + enrichment), each cell in the row for 20+ years of experience is \$2,500 higher than the Step 16 cell for each column.
 3. The base cell (zero years of experience, BA+0 credits) was increased by 7.0% for the 2022-23 school year. The base cell (zero years of experience, BA+0 credits) will be increased by the inflationary adjustment index used by the legislature in the state budget (currently the implicit price deflator) plus 1% each year for the 2023-24 and 2024-25 school years.
 4. Each cell of the enrichment salary schedule is 5% of the corresponding cell on the base salary schedule.
- C. Placement** – Except as otherwise provided in subsections 1-3 below, employees shall be placed on the salary schedules in Appendix J in accordance with state rules for placement on the Salary Allocation Model (SAM) effective in the 2017-18 school year (see Chapter 392-121 WAC and state rules for the S-275 report in Appendix K). All education and experience recognized by the District prior to the 2019-20 school year shall continue to be recognized.
1. Educational Staff Associates (ESAs) shall receive year-for-year credit for all related job experience as identified in the state rules referenced above without regard to the two-year limit in such state rules.
 2. All employees in the BA+135 column of the previous salary schedule during the 2018-19 school year will be placed in the MA+0 column until such time as the employee earns a Masters degree. No additional employees will enter this column without Masters degrees.
 3. Until August 31, 2021, employees with at least 8 years of experience and 15 credits beyond the Bachelors degree in the 2018-19 school year but less than 45 credits beyond the Bachelors degree will be placed in the four additional salary cells for 9-12 years of experience identified in Appendix J.

- D. **National Board Bonus** – Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the state. The stipend will be paid through a supplemental contract annually. School Psychologists, OTs, PTs, School Social Workers, School Behavior Analysts and SLPs will be paid a \$2,500 stipend each year funded by the District for achieving and maintaining national certification with their national representative organization (with evidence of current national certification provided to Human Resources prior to May 30 each year).
- E. **Part-Time Employees** – Part-time employees will be paid a pro-rated portion of the base and enrichment salaries in Appendix J based on the employee’s FTE, provided such employees shall be paid additional hours at the employee’s per diem hourly rate of pay to attend full time on the scheduled non-instructional days or hours identified in Section 3.13. This per diem compensation for the required additional workdays and hours shall be added to the supplemental contract for enrichment identified in paragraph A.2 above.
- F. **Per Diem** – An employee’s “per diem” rate of pay is defined as the annual base salary on the salary schedule in Appendix J divided by the 184 employee onsite work days. An employee’s “per diem hourly” rate of pay is the employee’s per diem rate divided by 7.5.
- G. **Reopeners** – The Association or District may reopen the salary schedules in Appendix J prior to any school year if (1) the legislature changes the District’s qualification for regionalization funding (currently 12%) including qualification for the additional 4% experience factor; (2) the legislature revises the salary base for funded certificated instructional units; (3) the legislature changes the District’s levy authority, or changes how levy funds may be used; or (4) the District fails to pass an enrichment levy. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.
- H. **Roles** – Certain educator roles require additional contracted days or hours outside the regular work year or work day. For some of these roles, the additional days or hours are for responsibilities before the school year begins, or after the school year ends, and for others the additional days or hours are for meetings outside the regular work day. Each educator in the roles below shall develop an individualized plan with their administrator for the use of these days/hours for the unique needs of their position:

School Counselor	12 days/90 hours
School Social Worker	12 days/90 hours
School Psychologists	10 days/75 hours
SLP	5 days/37.5 hours
Special Education Teacher	7 days/52.5 hours
School Nurse	5 days/37.5 hours
ELL Teacher	3 days/21.5 hours minimum regardless of FTE

The numbers above may not reflect an exceptional need in any particular year. Administrators and educators shall continue a conversation throughout the year to consider exceptional needs for additional time for selected students or program issues. Flexing schedules (work days or work hours) to accommodate these exceptional needs is one option for the employee and administrator to consider.

Section 5.2 – Staff Incentives

- A. **Ferry Commuting** – The District will make efforts to flex schedules for employees who commute by ferry to accommodate the unique challenges of this type of commute. The District will provide each employee who commutes to Vashon via ferry with 20 passenger-commuter trips or 10 vehicle and driver trips each month for the 10 months of the school year (September-June).
- B. **Retirement/Resignation Early Notification Stipend** – The District will pay \$1,000 to an employee who declares their retirement or resignation by February 1st so that staff planning may be made in

a timely manner. The stipend will be paid through July payroll after the employee has successfully checked out of the building.

- C. MA+90 Step 16 Tuition Stipend** – Within four years of reaching the MA+90 step 16 on the salary schedule in Appendix J, an employee shall be eligible for up to five hundred dollars (\$500.00) as a one-time single stipend for pre-approved tuition(s) and/or workshop(s) reimbursement costs, provided that payment for such amounts shall not cause any District liability for pension amounts if the State accepts such payment as credit for retirement income. The intent of this provision is to provide employees the opportunity to pursue continued professional growth. Individual plans shall have District approval prior to issuing the stipend.

- D. High Needs Instructional Areas** – No later than August 15 of each year the Superintendent will consult with the Association and determine which (if any) endorsements will be designated as "high-need" for the upcoming school year. Current certified staff who at the District's request are willing to pursue a program to add the high-need endorsement, and are identified as otherwise qualified, may be granted up to \$5,000 per year for a maximum of three (3) years as a conditional loan by the District to support acquisition of said endorsement. The selected teacher(s) and the union further agree that upon receiving the endorsement the selected teacher(s) shall work for the District for a period of three years under one year contracts that include not less than .2 FTE assigned to the designated endorsement area. If a selected teacher voluntarily ends employment prior to the completion of three years assigned in the new endorsement area, he or she shall repay the District's loan on a pro-rated basis calculated on the difference between total number of student days per year over the agreed upon three years and the number of work days prior to the effective date of the resignation (e.g., a resignation after one full year requires repayment of 2/3 of the total loan amount). A teacher who loses their position through a reduction in force or through involuntary transfer will not be subject to loan repayment. If more than one qualified teacher applies, the negotiated internal selection process will be followed. Teachers on a plan of improvement or those who received a score of basic or unsatisfactory on their most recent evaluation will not be eligible for the conditional loan.

Section 5.3 – Non-Athletic Extracurricular Supplemental Salary Schedules

See Appendix G, Co-Curricular Stipend Schedules, for the stipends currently allotted to co-curricular positions.

Section 5.4 – Supplemental Pay Rates

- A. The District will pay \$36 per hour in the 2022-23 school year for approved hours beyond the workday or work year for approved professional development, curriculum work and compensated committee work. This rate will be increased by the same percentages identified in Section 5.1.B.3. Teachers will be paid on the monthly payroll warrant for hours reported at this curriculum rate of pay.

- B. An employee filling a certificated summer school position shall be paid his or her individual per diem rate of pay. A certificated position includes those that grant grades and credit, and positions in which the District has determined that a certificate is required.

Section 5.5 – Traffic Safety Education

The dollar amount for behind the wheel instructors and the rate for Supervisor will be negotiated on an annual basis with negotiations to commence no later than February 1 for the subsequent year. The in-class instructors are paid their hourly per diem rate for the class session. The Supervisor and behind-the-wheel instructor or in-class instructor may be the same person. The program must be revenue neutral with a certain percentage of the budget going directly to the car purchase.

Section 5.6 – Insurance Benefits

The District will offer health insurance benefits in accordance with the rules and regulations of the state School Employees Benefits Board. COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits will be allowed for eligible employees for periods of time allowed by the insurance carriers. Eligible employees (those who leave district employment) have the right to continue medical benefits at their own expense for 18 months.

Section 5.7 – Payroll Deductions

A. Required Deductions: All salaries are subject to payroll deductions for:

1. State Teachers' or State Employment Retirement System(s)
2. Federal Withholding Tax
3. Federal Insurance Contributions Act (Social Security)
4. Absence not provided for by leaves (computed at per diem based on the teacher's annual salary for each day's absence).

B. Optional Deductions: The following deductions may be made if authorized by the individual:

1. Additional Withholding Tax
2. Approved Medical Plans
3. Approved Life and Disability Insurance Plans
4. Approved Tax-sheltered Annuities
5. Payments to Washington School Employees' Credit Union
6. Other District-approved Insurance Programs
7. Dues

Section 5.8 – Payment Provisions

All teachers/non-supervisory certificated staff shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary (base and enrichment). Payroll checks shall be issued to the employee on or before the last business day of the month.

All compensation owed to a teacher who is leaving the District shall, upon request, be paid within the next payroll period, provided the District cash flow allows.

Section 5.9 – Association Dues

A. Association Dues: The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Agreement shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.

B. Dues Deduction Form: The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

- C. Hold Harmless** – The Association agrees to defend, indemnify, and save the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article V.11 of this Agreement, including the costs of any attorney fees or legal expenses incurred. The Board agrees to promptly notify the Association and tender the defense in writing of any claim, demand, suit, or other form of liability arising out of implementation of the provisions of Article V.12, and will forward such if the Association so requests in writing to surrender claims, demands, suits, or other forms of liability. The Board will then be absolved of its responsibility to enforce compliance of this section.

Section 5.10 – Substitute Pay

For 2022-23, the substitute rate of pay shall be \$177 per day. This rate of pay shall be increased by the same percentages identified in Section 5.1.B.3.

A long-term substitute working more than twenty (20) consecutive days in a single assignment shall be paid his/her contract rate from the twenty-first (21st) day through the last day of said assignment. The substitute's contract rate shall be determined by applying the provisions of Section V.1 (Salary Schedule).

ARTICLE 6 – PERFORMANCE EVALUATION

Section 6.1 – Non-Classroom Certificated Staff Evaluation

A. Purpose

Certificated support personnel holding non-supervisory positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures set forth herein. Every employee whose work is judged not satisfactory based upon the evaluation criteria shall be placed in a probationary status after October 15.

- 1. Responsibility for Evaluation:** Within each school the principal/designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by an administrator/designee selected by the Superintendent.
- 2. Evaluation Forms:** Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position, which report forms are attached.
- 3. Evaluation Criteria:** The following are the minimum criteria for certificated support personnel:
 - a. Knowledge and scholarship in special field. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
 - b. Specialized skills. Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
 - c. Management of special and technical environment. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

- d. The support person as a professional. Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
- e. Involvement in assisting pupils, parents, and educational personnel. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

B. Standard Evaluation

1. Required Evaluations:
 - a. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
 - b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than one week before the end of the year in which the evaluation takes place.
 - c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
 - d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
2. **Additional Evaluations:** In addition to the evaluations required under paragraph B.1 above, principals and other supervisors may make evaluations at any time during the school year. Such evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.
3. **Minimum Observation Criteria:** During each school year each employee shall be observed for the purpose of assigned duties. Total observation time for each employee on the standard evaluation for each school year shall be not less than sixty (60) minutes. A minimum of two observations for a total observation time of sixty (60) minutes shall be required. The principal or immediate supervisor shall develop guidelines for observations in cooperation with staff.
4. **Evaluation Procedures:**
 - a. The Employee formulates a goal(s) and meets with his/her building administrator to discuss and record the goal(s).
 - b. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results using the appropriate evaluation report form within five (5) working days of the observation unless there are extenuating circumstances. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
 - c. The employee shall sign the School District's copy of evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
 - d. Each evaluation report required under paragraph B.1 above shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under paragraph B.1

above may be filed in the employee's personnel file at the discretion of the supervisor or the employee.

- e. Following the completion of each evaluation report required under paragraph B.1. above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.
- f. In the event of a less than satisfactory rating on any of the evaluative criteria, an improvement plan will be mutually developed by the administrator and employee that identifies: (a) acceptable performance behaviors that need to be accomplished to demonstrate satisfactory growth; and (b) the resources available to assist the employee with performance improvement.
- g. Evidence or artifacts which are not shared with an employee within the timelines in this Agreement may not be used in the evaluation.

5. Probation

a. Supervisor's Report - In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is not satisfactory, the supervisor shall report the same in writing to the superintendent and employee at least two weeks prior to the intended start date of the probationary period. The report shall include the following:

- i. The evaluation report;
- ii. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

b. Establishment of Probationary Period - If the superintendent concurs with the supervisor's judgment that the performance of the employee is not satisfactory, the superintendent shall place the employee in a probationary status on or after October 15. On or before the official start of probation, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

- i. Specific areas of performance deficiencies;
- ii. A suggested specific and reasonable program for improvement;
- iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency. The minimum probationary period shall be sixty (60) working days.

c. Evaluation During the Probationary Period

- i. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
- ii. During the probationary period the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to

supervise and make a written evaluation of the progress, if any, made by the employee. Observations and evidence of progress, if any, shall be promptly documented and the employee shall be provided with a copy within three (3) days after such report is prepared.

- iii. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation or as otherwise required by law (RCW 28A.405.100).

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

- i. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- ii. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- iii. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
- iv. Immediately following the completion of a probationary period that does not produce the performance changes detailed in the original notice of deficiencies, the employee may be removed from his/her assignment and placed in an alternative assignment as close to the original role as possible for the remainder of the year. This reassignment may not displace another employee nor may it adversely affect the employee's compensation or benefits for the remainder of the 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 individual's contract year.

e. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph C.4 above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

C. The Professional Growth Option (PGO) (see Appendix C).

- 1. The Purposes of the PGO:
 - a. To improve instruction and the learning environment for all students in the district;
 - b. To provide staff members a collaborative process for risk taking and experimentation;
 - c. To create an ongoing commitment to professional excellence;
 - d. To provide an avenue for encouraging outstanding performance;

- e. To foster collegiality and trust; and
 - f. To support employees in self-initiated growth and change.
2. Eligibility
- a. Employees who have satisfactory evaluations for four (4) consecutive years may will participate in the PGO.
 - b. The PGO may be continued annually at the discretion of the administrator.
 - c. Employees who are new to the District and can produce evidence of four consecutive years of satisfactory evaluations will be eligible for the PGO after completion of their provisional first year of employment.
 - d. Employees on leave replacement contracts may choose to complete a PGO evaluation rather than the standard evaluation procedures.
3. PGO Procedures:
- a. The Employee formulates three (3) goals and meets with his/her administrator to discuss and record the goal(s).
 - b. An action plan for each goal is developed collaboratively by October 15th, using the Goal Setting and PGO form. The primary responsibility for monitoring the progress of this plan lies with the employee.
 - c. Goals shall be related to established evaluation criteria (see Section 3.20.A.3). Goal development may be a shared process with a team of colleagues.
 - d. In developing the goals, the evaluation of strategy, the timelines, supervisory assistance and/or resources that are to be provided by the district will be identified and put in writing. In January/February, the employee and building administrator will meet to discuss progress.
 - e. Prior to the last two weeks of the school year, the administrator and employee will meet to complete the Assessment of Goal Achievement section of the District Goal Setting and PGO form and to sign the Year End Assessment Report.
 - f. The Goal Setting and PGO form is sent to the Personnel Department by June 30th and put in the Personnel file.

Section 6.2 – Classroom Teacher Certificated Staff Evaluation

This Section shall apply to classroom teachers, defined as a certificated employee who provides academically focused instruction to students and holds one or more of the teacher certificates. Bargaining unit members who do not meet this definition will remain under the previous evaluation system in place in Section 3.20. If there are any questions about who fits within this definition, the District and Association will resolve this issue at a Labor-Management meeting. *Appendices A-F describe the process and are incorporated herein by reference.*

- A. Introduction:** The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons being evaluated by recognizing the importance of objective standards and minimizing subjectivity. Within the instructional framework teachers will be expected to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

B. Evaluation Cycle

1. All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. Classroom teachers who are provisional employees, and any classroom teacher who received a summative evaluation performance rating of Unsatisfactory (level 1) or Basic (level 2) in the previous school year must also receive a comprehensive summative evaluation.
2. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation.
3. A teacher will be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher, or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to December 15th. The direction of the evaluator must be communicated in writing prior to December 15th along with a conversation that identifies specific areas of professional growth.

C. Evaluators and Observers

1. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in District evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, evaluators must engage in professional development designed to implement the evaluation system used in the District to maximize rater agreement.
2. Teachers assigned to more than one school shall be informed which supervising administrator shall be their assigned evaluator at the beginning of the school year (or at the start of the assignment if employed mid-year).

D. State Criteria - The state evaluation criteria are:

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

E. Instructional Framework: The parties have agreed to use the adopted evidence-based instructional framework developed by Robert Marzano and approved by OSPI. The evaluation framework identifying the components of the Marzano framework within the state criteria shall be communicated to employees at the beginning of the school year. Employees new to the District will be provided timely training specific to the framework and the evaluation process in the District. Returning employees shall be invited to join such training on a voluntary basis.

F. Criterion Performance Scoring: All scoring of components and criteria must be objective and based on evidence. Each criterion shall be rated based on the components in that criterion using a preponderance of the evidence collected throughout the year. If the evaluator and the employee disagree regarding the rating, the parties shall have a discussion and opportunity to submit additional evidence.

G. Evidence and Artifacts

1. Both the teacher and the evaluator will contribute to evidence collection necessary to complete this evaluation.
2. Student and parent perception data shall not be solicited by the evaluator for inclusion as evidence in the evaluation.
3. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be discussed during the post-observation conference, and be used to determine the final evaluation score.
4. Evaluations shall be based solely on the work performance of each employee.
5. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
6. All observations shall be conducted openly. No video or audio recordings shall be made of a formal or informal observation without the prior knowledge and consent of the teacher.
7. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year.
8. Evidence or artifacts which are not shared with an employee within the timelines in this Agreement may not be used in the evaluation.

H. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.
2. Component shall mean the sub-section of each criterion.
3. Evidence shall mean representative examples, artifacts or observable practices of the teacher's ability and skill in relation to the instructional framework rubric gathered from the normal course of employment.
4. Artifacts are a type of evidence and shall mean any products generated, developed or used by a certificated teacher.

I. Comprehensive Evaluation

1. **General Definition:** A Comprehensive Evaluation must be completed at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. Dates below are suggested targets for the process but may be adjusted by mutual agreement of the teacher and evaluator. If there are significant performance concerns, the target dates should be advanced to allow more time for growth.

2. **Goals Meeting with Administrator (Sept/Oct):** The teacher will complete a Self-Assessment prior to the Goals Meeting. This conference will also include discussion of annual professional goals. The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. For simplicity and efficiency, the teacher and evaluator are encouraged to discuss ways to nest these goals together as much as possible. The student growth goals may be adjusted when appropriate.
3. **Observations**
 - a. Each teacher shall be observed in the course of professional performance (including duties outside of classroom instruction) at least two times for a minimum annual total of 60 minutes. Within the 60 minutes required above, employees in their first year in the District shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment. Teachers in their third year of provisional status shall be observed at least three times for a minimum annual total of 90 minutes. At least one of the observations shall be at least 30 minutes in length, and arranged in advance with the teacher with a pre-conference and post-conference meeting.
 - b. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by timely pre-observation and post-observation conferences. In most cases, the pre- and post-observation conferences should occur within a week of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and rescheduled to a specific date. The purpose of the pre-observation conference is to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria (see Appendix D). The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. If there is an area of concern, the evaluator shall identify specific concerns for the applicable criteria in writing. Any concerns that are not identified in writing will not be included in scoring.
 - c. The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. Any significant concerns of the evaluator shall be communicated in writing to the employee in a timely manner (within five (5) work days unless there are extenuating circumstances).
 - d. The teacher shall be given the opportunity to attach written comments to the record of the observation.
- J. **Mid-Year Feedback Conference (Jan/Feb):** The purpose of this conference is to review evidence collected, monitor progress on Student Growth Goals and Marzano framework components gathered so far. Additional professional conversations regarding this information shall be held at the request of the teacher or the evaluator.
- K. **Summative Performance Meeting and Rating (at least two weeks prior to the last day of school)** The teacher and evaluator shall meet and the teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria at least two weeks prior to the last day of school. If there is a dispute between the evaluator and the employee regarding the rating, the employee shall have an opportunity to submit additional evidence within one week of the final summative conference. The final decision is the responsibility of the evaluator. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
 1. 8-14 — Unsatisfactory

2. 15-21 — Basic
3. 22-28 — Proficient
4. 29-32 — Distinguished

L. Focused Evaluation Option

1. **General Definition:** A teacher who is not required or has not chosen to receive a comprehensive evaluation will be on a focused evaluation. Dates below are suggested targets for the process but may be adjusted by mutual agreement of the teacher and evaluator. If there are significant performance concerns, the target dates should be advanced to allow more time for growth.
2. **Goals Meeting with Evaluator (Sept/Oct):** The teacher will complete a Self-Assessment prior to the Goals Meeting. This conference will also include discussion of annual professional goals. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6. The student growth goals may be adjusted when appropriate. The teacher and evaluator will also discuss additional areas for professional growth.
3. **Observations:** Teachers on a focused evaluation shall be observed for a minimum of not less than 60 total minutes (in any increments), and not less than twice, in their professional performance (including duties outside of classroom instruction), as specified in WAC 392-191A-110. Any significant concerns of the evaluator shall be communicated in writing to the employee in a timely manner.
4. **Summative Performance Meeting and Rating (at least one week prior to the last day of school):** The teacher and evaluator shall meet and the teacher shall receive a summative performance rating at least one week prior to the last day of school. The summative performance rating for the teacher on a focused evaluation shall be the rating from the employee's most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

M. Student Growth Criterion Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - a. 5-12 — Low
 - b. 13-17 — Average
 - c. 18-20 — High
2. Student growth data will be taken from multiple sources measuring growth between at least two points in time, and must be appropriate and relevant to the teacher's assignment.
3. A teacher who receives a Distinguished (level 4) preliminary summative score and a Low student growth score will receive an overall Proficient (level 3) rating.
4. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law.

5. The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory (level 1) and High student growth will be reviewed by the evaluator's supervisor.

N. Final Summative Evaluation Conference

1. The evaluator and teacher shall meet to discuss the teacher's final summative score.
2. Each teacher shall sign and date the Final Summative Evaluation to indicate receipt, not agreement. The teacher may attach any written comments to any observations and to the final annual evaluation report.
3. If the teacher does not agree with a final summative rating of Basic or Unsatisfactory, the teacher may request that the Association and District designate representatives to meet with the employee and principal to review the evidence and scoring that led to the evaluator's rating.

O. Support for Basic: A professional growth plan may be developed with any continuing contract employee with five or more years of experience who receives a final summative Basic rating on either a focused or comprehensive evaluation. The proposed professional growth plan is developed by the teacher and evaluator collaboratively. The teacher may end the proposed growth plan at their discretion.

P. Not Satisfactory: Employees who are evaluated not satisfactory shall be placed on probation. Not satisfactory shall mean (a) Level 1 (Unsatisfactory) for all teachers; or (b) Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period. Probation shall be administered in accordance with Section 3.20.B.5 of the current collective bargaining agreement as now or hereafter amended.

Q. Non-Continuing Employees: Non-continuing classroom teachers replacing an employee for an entire year shall be evaluated using the Comprehensive evaluation by their building supervisor in accordance with this Article. At the employee's option, the non-continuing classroom teacher will be evaluated using the Focused evaluation procedures. Nothing herein shall imply an obligation by the District to employ a non-continuing contract employee beyond the duration of their contract.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 – Definitions

- A. A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this agreement.
- B. A grievant shall mean an individual or a group of individuals, or the Association.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

Section 7.2 – Procedure for Processing Grievances (Use the Grievance Form, Appendix I)

A. STEP 1 – Immediate Supervisor

1. The grievant and the Association, may orally present a grievance to the immediate supervisor.
2. If the grievance is not settled orally, a written statement of grievance shall be presented by the Association to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant

should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

3. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the specific provision(s) of the agreement alleged to be violated, and the remedy (specific relief) requested.
4. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), the Association and the superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her decision, incorporating the reasons upon which the decision was based, to the grievant(s), the Association, and the Superintendent.

B. STEP 2 – Superintendent

1. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2. Superintendent or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step 1.
2. The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and the Association and such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.
3. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), the Association and immediate supervisor within five (5) working days from the conclusion of the meeting.
4. No new information may be introduced by either party after Step 2. At the conclusion of Step 2, either party may take the issue to arbitration.

C. STEP 3 (Alternative) – Mediation

1. If the grievance is not resolved at Step 2, the Association may request grievance mediation. The Association shall notify the District in writing within five (5) working days of receipt of the Step 2 response of its desire to refer the grievance to mediation. The District shall respond in writing to the Association within five (5) working days of receipt of the Association notification whether or not the District agrees to mediation. The mediator will have the authority to meet separately with either party. Proceedings shall be informal in nature. The settlement agreed to shall be reduced to writing by the mediator and, if necessary, shall be enforceable through the grievance procedure of the Agreement. The fees and expenses of the mediator and related costs shall be borne equally by the parties.
2. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
3. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with paragraph D (Step 3) below. If the Association desires to appeal the

grievance to the next step of the grievance procedure, written notice of such appeal must be made within ten (10) working days following the termination of the mediation.

D. STEP 3 – Arbitration

1. If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.
2. The arbitrator shall hold a hearing at a mutually agreeable time as soon as possible. The arbitrator will issue a decision within thirty (30) days from the date final written briefs have been submitted.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

Section 7.3 – Jurisdiction of the Arbitrator (Exclusions of Items Not Covered by the Contract)

- A. The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.
- B. The arbitrator shall be without power or authority to make any decision requiring the commission of an act prohibited by law.
- C. The arbitrator shall have no power or authority to rule on any of the following:
 1. The termination of services of or failure to reemploy any provisional employee.
 2. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.
 3. Any matter involving employee evaluation provided that Evaluation Procedures shall be subject to the arbitrator's review.
 4. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.
 5. Salary schedule growth steps procedures.
- D. In cases of non-renewal and adverse effect decisions the Association may choose arbitration in lieu of the statutory hearing.

Section 7.4 – Time Limits

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer to the previous step.

Section 7.5 – Accelerated Grievance Filing

- A. In order to expedite grievance adjudication, the parties agree that any class action grievances and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.
- B. Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even though the contract has expired.

Section 7.6 – Reprisals

No reprisal of any kind will be taken by the District against any employee because of his/her participation in any grievance.

Section 7.7 – Costs

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE 8 – DURATION

This contract shall remain in full force and effect from September 1, 2022 to and including August 31, 2025. The parties shall enter into negotiations for a successor contract not later than April 1, 2025.

Dated this 12 day of May, 2022.

Vashon Island School District

Slade McSheehy
Slade McSheehy (Aug 3, 2022 16:40 PDT)

Dr. Slade McSheehy, Superintendent

Gregory W. Allison
Gregory W. Allison (Aug 4, 2022 11:43 PDT)

Greg Allison, Principal

K Coleman
Kathryn Coleman (Aug 4, 2022 14:31 PDT)

Kathryn Coleman, Director of Student Services

Rebecca Goertzel
Rebecca Goertzel (Aug 4, 2022 14:33 PDT)

Rebecca Goertzel, Principal

Danny Rock
Danny Rock (Aug 4, 2022 15:15 PDT)

Danny Rock, Principal

Amy Sassara

Amy Sassara, Director of Human Resources _____

Vashon Education Association

Amanda Long
Amanda Long (Aug 2, 2022 13:55 PDT)

Amanda Long, Co-President

Matthew Tilden
Matthew Tilden (Aug 2, 2022 14:10 PDT)

Matthew Tilden, Co-President

APPENDIX A – COMPREHENSIVE EVALUATION

Teacher Comprehensive Evaluation Summary

Name:	Date:
School:	Evaluator:
Teacher/Principal Evaluation Rating Scales as Described by Associated Performance Rubrics U=Unsatisfactory B=Basic P=Proficient D=Distinguished	

Evaluation Criteria	U	B	P	D	Score
Criterion 1: High Expectations for Student Achievement					
Criterion 2: Demonstrates Effective Teaching Practices					
Criterion 3: Addresses Individual Student learning Needs					
Criterion 4: Intentional Focus on Content and Curriculum					
Criterion 5: Fostering and a Safe, Positive Learning Environment					
Criterion 6: Use of Student Data to Modify Instruction					
Criterion 7: Communicating/Collaborating with School Community					
Criterion 8: Collaboration with Colleagues on Instructional Practice					
Preliminary Summative Rating					

Rating Bands: 8-14 Unsatisfactory; 15-21 Basic; 22-28 Proficient; 29-32 Distinguished

Student Growth Rating	U	B	P	D	Score
Criterion 3.1: Establishes Student Growth Goal(s)					
Criterion 3.2: Achievement of Student Growth Goal(s)					
Criterion 6.1: Establishes Student Growth Goal(s)					
Criterion 6.2: Achievement of Student Growth Goal(s)					
Criterion 8.1: Establishes Team Student Growth Goal(s)					
Student Growth Rating					

Rating Bands: 5-12 Low; 13-17 Average; 18-20 High (rating of "1" in any rubric element results in a "Low" student growth rating)

Comprehensive Summative Rating	
---------------------------------------	--

Comprehensive Rating Calculations

Distinguished + Low = Proficient; Distinguished + Average or High = Distinguished; Basic or Proficient + Average or High = Preliminary Summative Rating; Basic or Proficient + Low = Requires "Student Growth Inquiry; Unsatisfactory = Requires "Plan of Improvement"

Comments:

Principal

Teacher*

*Teacher signature acknowledges receipt of evaluation and not necessarily agreement with the ratings.

APPENDIX B – FOCUSED EVALUATION

Teacher Focused Evaluation Summary

Name:	Date:
School:	Evaluator:
Teacher Evaluation Rating Scales as Described by Associated Performance Rubrics U=Unsatisfactory B=Basic P=Proficient D=Distinguished	

Evaluation Criteria	U 1	B 2	P 3	D 4	Score ^{or} N/A
Criterion 1: High Expectations for Student Achievement					
Criterion 2: Demonstrates Effective Teaching Practices					
Criterion 3: Addresses Individual Student learning Needs					
Criterion 4: Intentional Focus on Content and Curriculum					
Criterion 5: Fostering and a Safe, Positive Learning Environment					
Criterion 6: Use of Student Data to Modify Instruction					
Criterion 7: Communicating/Collaborating with School Community					
Criterion 8: Collaboration with Colleagues on Instructional Practice					
Summative Rating					

Focused evaluation score based on criterion 3, 6, or 8 and the accompanying student growth rubric – or - If the teacher (and evaluator) chooses criterion 1, 2, 4, 5, or 7, the accompanying student growth rubrics from criterion 3 or 6 must also be used.

Focused Summative Rating	
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Focused Rating Calculations

A “Basic” or “Unsatisfactory” rating returns the teacher to the “Comprehensive” evaluation process and also requires a plan for improvement.

Comments:

Principal

Teacher*

*Teacher signature acknowledges receipt of evaluation and not necessarily agreement with the ratings.

APPENDIX C – GOAL SETTING AND PG PLAN

GOAL SETTING and PROFESSIONAL GROWTH PLAN

Name:	Date:
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Goals: Goals must be developed and reviewed with your administrator using standards appropriate to your assigned area.

Goal 1:		
STRATEGIES What specific action steps, activities, or learning will you use to accomplish this goal?	EVALUATION OF STRATEGIES What evidence will you collect and how will you collect it to indicate that you have accomplished your goal?	SUPERVISORY ASSISTANCE What can the evaluator do to assist/support your attainment of this goal?
1.	1.	1.
2.	2.	2.
3.	3.	3.

Goal 2:		
STRATEGIES What specific action steps, activities, or learning will you use to accomplish this goal?	EVALUATION OF STRATEGIES What evidence will you collect and how will you collect it to indicate that you have accomplished your goal?	SUPERVISORY ASSISTANCE What can the evaluator do to assist/support your attainment of this goal?
1.	1.	1.
2.	2.	2.
3.	3.	3.
Goal 3:		

STRATEGIES What specific action steps, activities, or learning will you use to accomplish this goal?	EVALUATION OF STRATEGIES What evidence will you collect and how will you collect it to indicate that you have accomplished your goal?	SUPERVISORY ASSISTANCE What can the evaluator do to assist/support your attainment of this goal?
1.	1.	1.
2.	2.	2.
3.	3.	3.

Checklist/Review of items needed

- Review of Professional Standards
- Review of Instructional Materials Policy/Proc.
- Review of website course outlines (if applicable), expectations, letters
- Substitute notes on file and in office

Date _____

Progress meeting 1 (January) Meeting date: _____

Progress toward goal and plan update:

Progress meeting 2 (March) Meeting date: _____

Progress toward goal and plan update:

Final meeting (June) Meeting date: _____

Assessment of goal achievement:

Employee: _____ Date: _____ Administrator: _____ Date: _____

The Marzano Teacher Evaluation Model At a Glance

Criterion 1	Criterion 2	
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	
<p>Component 1.1: Providing Clear Learning Goals and Scales (Rubrics)</p> <p>Component 1.2: Celebrating Success</p> <p>Component 1.3: Understanding Students' Interests and Backgrounds</p> <p>Component 1.4: Demonstrating Value and Respect for Typically Underserved Students</p>	<p>Component 2.1: Interacting with New Knowledge</p> <p>Component 2.2: Organizing Students to Practice and Deepen Knowledge</p> <p>Component 2.3: Organizing Students for Cognitively Complex Tasks</p> <p>Component 2.4: Asking Questions of Typically Underserved Students</p>	<p>Component 2.5: Probing Incorrect Answers with Typically Underserved Students</p> <p>Component 2.6: Noticing when Students are Not Engaged</p> <p>Component 2.7: Using and Applying Academic Vocabulary</p> <p>Component 2.8: Evaluating Effectiveness of Individual Lessons and Units</p>
Criterion 3	Criterion 4	Criterion 5
Recognizing individual student learning needs and developing strategies to address those needs.	Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.
<p>Component 3.1: Effective Scaffolding of Information Within Lessons</p> <p>Component 3.2: Planning and Preparing for the Needs of All Students</p>	<p>Component 4.1: Attention to Established Content Standards</p> <p>Component 4.2: Use of Available Resources and Technology</p>	<p>Component 5.1: Organizing the Physical Layout of the Classroom</p> <p>Component 5.2: Reviewing Expectations to Rules and Procedures</p> <p>Component 5.3: Demonstrating "Withitness"</p> <p>Component 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures</p> <p>Component 5.5: Acknowledging Adherence to Rules and Procedures</p> <p>Component 5.6: Displaying Objectivity and Control</p>
<p>Student Growth 3.1: Establish Student Growth Goal(s)</p> <p>Student Growth 3.2: Achievement of Student Growth Goal(s)</p>		

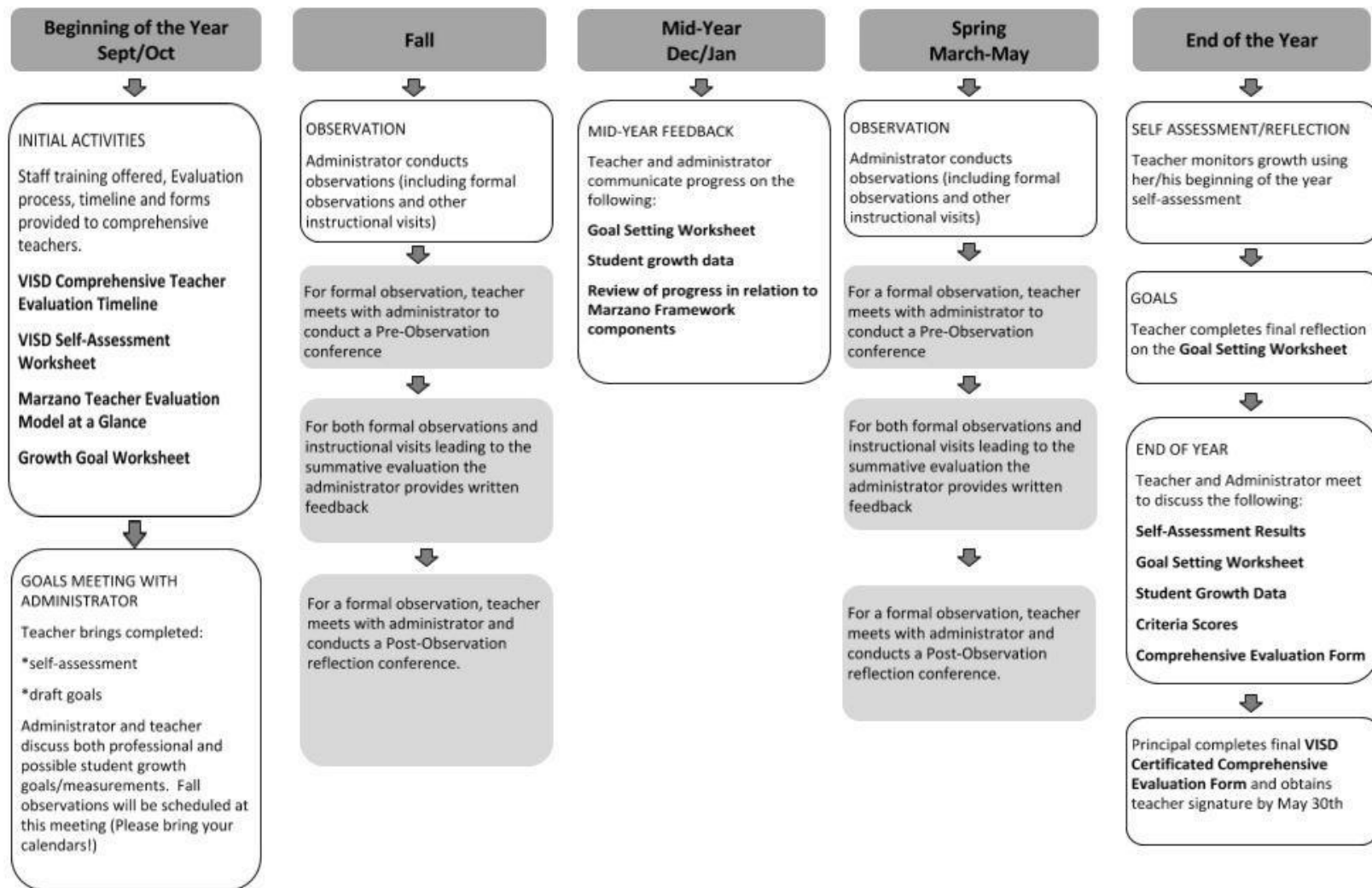
Criterion 6	Criterion 7	Criterion 8
<p>Using multiple student data elements to modify instruction and improve student learning.</p>	<p>Communicating and collaborating with parents and the school community.</p>	<p>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</p>
<p>Component 6.1: Designing Instruction Aligned to Assessment Component 6.2: Using Multiple Data Elements Component 6.3: Tracking Student Progress</p>	<p>Component 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events Component 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism</p>	<p>Component 8.1: Seeking Mentorship for Areas of Need or Interest Component 8.2: Promoting Positive Interactions with Colleagues Component 8.3: Participating in District and School Initiatives Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan</p>
<p>Student Growth 6.1: Establish Student Growth Goal(s) Student Growth 6.2: Achievement of Student Growth Goal(s)</p>		<p>Student Growth 8.1: Establish Team Student Growth Goal(s)</p>

<http://www.tpep-wa.org>

Improving Student Learning Through Improved Teaching and Leadership

APPENDIX E – COMPREHENSIVE EVALUATION TIMELINE

VISD COMPREHENSIVE TEACHER EVALUATION TIMELINE



* Individual performance may change evaluation timelines

APPENDIX F – ENHANCEMENT CONTRACT

**Vashon Island School District #402
9309 SW Cemetery Rd. / PO Box 547, Vashon Island, Washington 98070
2022-2023**

This agreement is made by and between the Board of Directors of Vashon Island School District, King County, Washington (District) and

Employee

1. Employee is hereby employed by District during the 2022-2023 school year for enhanced responsibilities which are not covered by the basic certificated employment contract between District and Employee.

Employee shall be compensated as follows for the performance of said enhanced services:

Amount:

to be paid in 12 equal installments from September 20XX through August 20XX.

2. Pursuant to the provisions of RCW 28A.405.240, this supplemental contract relating to enhanced responsibilities is not subject to the continuing contract provisions of RCW 28A.405.210 and shall automatically terminate at the end of the school term identified above.
3. Contract Conditions: This contract is to be signed by the Employee and returned to the personnel office of the District.

Employee Signature

Date: _____

By order of the Board of Directors

Dr. Slade McSheehy, Board Secretary

APPENDIX G – CO-CURRICULAR STIPENDS

Approved Placement of Stipends

Rationale for Salary Placement: Stipend salary placement level (A - E) is determined when a position meets **all** of the responsibilities/ requirements at the designated level. However, the position may include responsibilities on levels above or below as well.

- A. High level of responsibility and significant time commitment required in all areas:
 - 1. More than 10 evening/weekend events including competitions, rehearsals and performances that require frequent travel.
 - 2. Significant responsibility related purchases, fundraising and budgetary oversight
 - 3. Year-long activities related to the stipend responsibilities
 - 4. Significant and year-long interaction with the public, parents, and volunteers.
 - 5. Minimum of 25 students engaged throughout the course of the year
 - 6. Prolonged supervision of multiple and simultaneous activities. Including high levels of risk and/or liability supervised by the advisor.

- B. Combination of high to moderate levels of responsibility and time required in all areas
 - 1. More than 7 evening/weekend events including competitions, rehearsals and performances that require some travel.
 - 2. Moderate responsibility related purchases, fundraising and budgetary oversight
 - 3. Year-long activities related to the stipend responsibilities
 - 4. Moderate and year-long interaction with the public, parents, and volunteers.
 - 5. Minimum of 20 students engaged throughout the course of the year
 - 6. Intermittent supervision of multiple and simultaneous activities. Including moderate levels of risk and/or liability supervised by the advisor.

- C. Moderate levels of responsibility and time required in all areas
 - 1. More than 3 evening/weekend events including competitions, rehearsals and performances that may require travel.
 - 2. Moderate responsibility related purchases, fundraising and budgetary oversight
 - 3. Year-long and/or intensive periods of time bound activities related to the stipend responsibilities
 - 4. Some interaction with the public, parents, and volunteers.
 - 5. Minimum of 15 students engaged throughout the course of the year
 - 6. Intermittent supervision of multiple and simultaneous activities. Including moderate levels of risk and/or liability supervised by the advisor.

- D. Moderate to low levels of responsibility and time required in most areas
 - 1. 1-2 evening/weekend events including competitions, rehearsals and performances that may require travel.
 - 2. Minimal responsibility related purchases, fundraising and budgetary oversight
 - 3. Year-long and/or intensive periods of time bound activities related to the stipend responsibilities
 - 4. Minimal interaction with the public, parents, and volunteers.
 - 5. Minimum of 10 students engaged throughout the course of the year
 - 6. Intermittent supervision of activities. Including low levels of risk and/or liability supervised by the advisor.

- E. Low levels of responsibility and time required in all areas
 - 1. Zero to 1 evening/weekend events including competitions, rehearsals and performances that may require travel.
 - 2. Low responsibility related purchases, fundraising and budgetary oversight
 - 3. Year-long and/or intensive periods of time bound activities related to the stipend responsibilities
 - 4. Minimal interaction with the public, parents, and volunteers.
 - 5. Minimum of 5 students engaged throughout the course of the year

- 6. May include some intermittent supervision of activities outside the school day. Includes low levels of risk and/or liability supervised by the advisor.

Annual Negotiation for Stipend Placement: Every year in April and December, Labor Management will review and approve salaries for club offerings and stipends for other supplemental responsibilities:

- Protocols for requesting new clubs will be established by each individual building.
- The administration will present salary proposals to the Labor/Management team. In April, the Labor/Management team will review and approve salaries for club offerings for the following academic year and consider proposals (if any) for reclassification of stipend level.
- In December, the Labor/Management team will review and approve proposed salaries for new clubs/activities to commence in the second half of the academic year and consider proposals (if any) for reclassification of stipend level.
- The Labor/Management team may add new club offerings upon mutual agreement at any of their monthly meetings.
- Sign up sheets for approved advisor positions will be posted in each building at the start of each academic year listing specific qualifications (if any). The Building Administrator will meet with each applicant as part of managing the selection of advisor positions.
- Annually, during the budget process, administrators will determine which stipends for clubs and activities will be offered the following fiscal year.
- "Experience" on the stipend schedule refers to the number of years a person has held a specific stipend position in the Vashon Island School District.
- CTE leadership clubs will be assigned to advisors outside of the process above. The compensation level (A-E) for such clubs will be presented to the next scheduled Labor/Management team for approval.
- The Stipend Schedule Placement will be published in a Memorandum of Understanding (MOU) on the District website each year.

STIPEND SALARY SCHEDULE

2022-23 School Year

	0-2 years	3-5 years	6-8 years	9+ years
Level A	\$ 3,940	\$ 4,334	\$ 4,767	\$ 5,244
Level B	\$ 3,064	\$ 3,371	\$ 3,708	\$ 4,079
Level C	\$ 2,188	\$ 2,407	\$ 2,648	\$ 2,912
Level D	\$ 1,366	\$ 1,503	\$ 1,653	\$ 1,819
Level E	\$ 875	\$ 963	\$ 1,059	\$ 1,165

Salaries increase by 10% per column based upon actual VISD experience in the stipend position

SCHEDULE FOR OTHER SUPPLEMENTAL RESPONSIBILITY

1. Honorariums for Board Approved Overnight Off-site Programs (not associated with other stipended responsibilities/positions) - 7 days or longer (\$700), 4 - 6 days (\$400)
2. PLC and/or Teacher Leader Honorariums - \$1200
3. Exploratory Week Lead Teacher Honorarium (Day Programs Only) - \$125
4. Professional Development Lead Teacher Stipends Compensated @ Hourly Curriculum Rate

APPENDIX H – DECISION MAKING MATRIX

Educators would like their professional voice heard and be part of the decisions that directly impact their daily work. The school principal is responsible for all school decisions, however, does not make all decisions. The matrix below clarifies the decision making process and outlines the various ways that educators' voices are heard in the process. All decisions must align and adhere to state and federal law, district policies, and the current collective bargaining agreements.

Subject	Input/Review	Decision	Timeframe
Special education procedures manual	Student services director, special education certificated staff, principals	Student services director and staff committee	Annually
Special education program model	Student services director, special education certificated staff, principals	Student services director and principal	Semi-annual
PLC work	Principal, staff, PLC leads	PLC team	Ongoing
District PD priorities	Principals, staff, PLC leads, district admin, community	School board via strategic plan	Multi-year period
Use of non-instructional time (Section 3.13.C)/staff calendar	Principals, staff, PLC leads, district admin	District admin, principals and PLC leads	Spring prior to the school year, and throughout
Building discipline process	Principal, staff	All staff	Spring, fall, and mid-year
School wide procedures	Principal, staff	Principal	Ongoing
Building culture/collective commitments	Principal, staff	All staff	Spring, fall, and mid-year
Regular daily (bell) schedules	Principal, staff	BLT (PLC leads and admin)	Input in spring, decision in fall
Smart/Homeroom	Principal, staff, tier 1 team	BLT (PLC leads and admin)	Input in spring, decision in fall
Curriculum adoptions	Principal, IMC, staff directly impacted by the curriculum	IMC	Ongoing
Intervention schedules	Principal, tier 2 & 3 staff, PLC Leads	Principal, tier 2 and 3 team/teachers	End of the year review and plan for following year

Master schedule (including intervention blocks)	Principal, staff	Scheduling team (including teacher representatives)	Input mid-year
Sub coverage plan	Office staff, principal, staff	Principal and/or designee	Ongoing review
Student calendar	See letter of agreement	See letter of agreement	See letter of agreement
Building discretionary budget	Staff, BLT (PLC leads and admin)	Principal	Spring, fall and as needed

Staff decisions will be consensus based, and if no consensus can be reached, a majority vote of members present will be used.

BLT = building leadership team (PLC leads and admin); IMC = instructional materials committee; PLC = professional learning community

APPENDIX I – GRIEVANCE FORMS

FORMAL STATEMENT OF GRIEVANCE - STEP ONE

Type, print, or electronically fill in the form. Form can be found online at: www.vashoneducationassociation.com.

Grievant(s) _____
Date of Formal Presentation _____
School _____
School Phone _____
Immediate Supervisor: _____
Date Alleged Violation Occurred: _____

1. Specific facts giving rise to the grievance:
2. Specific provision or provisions of the Agreement alleged to be violated:
3. Remedy (Specific Relief) Requested:

Signature of Grievant Date

Signature of Association Representative Date

Signature of Immediate Supervisor Date

Distribution:

Immediate Supervisor: _____ Association Representative: _____
Superintendent _____ Grievant(s) _____

DECISION BY IMMEDIATE SUPERVISOR - STEP ONE

To be completed by Immediate Supervisor within five (5) working days after receipt of grievance.
Type, print, or electronically fill in the form. Form can be found online at: www.vashoneducationassociation.com.

I. Grievant(s) _____
Date of Formal Presentation _____
School _____
Decision of Immediate Supervisor and specific reasons therefore:

Date of Decision Signature of Immediate Supervisor

II. Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to Step Two of the Grievance Procedure -- to be completed within seven (7) working days of decision date above.

Date of Response Signature of Grievant

Signature of Association Representative:

Distribution:

Immediate Supervisor: _____ Association Representative: _____
Superintendent _____ Grievant(s) _____

DECISION BY SUPERINTENDENT OR DESIGNEE - STEP TWO

To be completed by superintendent or designee within five (5) working days from the conclusion of the Step Two Grievance meeting.

Type, print, or open electronically and fill in the form. Form can be found online at: www.vashoneducationassociation.com.

I. Grievant _____ Date of
Grievance
Meeting _____

Decision of Superintendent or designee and specific reasons therefore:

_____ Date of Decision _____ Signature of Superintendent

II. Grievant's Response -- to be received by superintendent within seven (7) working days of decision date above.

_____ I accept the above decision by the superintendent or designee.

_____ I hereby appeal the decision to the Board.

_____ Date of Response _____ Signature of Grievant

_____ Signature of Association Representative

Distribution:

Immediate Supervisor: _____

Association Representative: _____

Superintendent _____

Grievant(s) _____

APPENDIX J – SALARY SCHEDULE

2022-23 Total Salary Schedule (Base + Enrichment)

<u>Yrs</u>	<u>BA</u>	<u>6%</u> <u>BA+45</u>	<u>6%</u> <u>BA+90</u>	<u>3%</u> <u>MA</u>	<u>6%</u> <u>MA+45</u>	<u>6%</u> <u>MA+90</u>	
<u>0</u>	\$61,289	\$64,966	\$68,864	\$70,930	\$75,186	\$79,697	
<u>1</u>	\$62,515	\$66,265	\$70,241	\$72,349	\$76,690	\$81,291	2%
<u>2</u>	\$63,765	\$67,590	\$71,646	\$73,796	\$78,224	\$82,917	2%
<u>3</u>	\$65,040	\$68,942	\$73,079	\$75,272	\$79,788	\$84,575	2%
<u>4</u>	\$66,341	\$70,321	\$74,541	\$76,777	\$81,384	\$86,267	2%
<u>5</u>	\$67,668	\$71,727	\$76,032	\$78,313	\$83,012	\$87,992	2%
<u>6</u>	\$69,021	\$73,162	\$77,553	\$79,879	\$84,672	\$89,752	2%
<u>7</u>	\$70,401	\$74,625	\$79,104	\$81,477	\$86,365	\$91,547	2%
<u>8</u>	\$71,809	\$76,118	\$80,686	\$83,107	\$88,092	\$93,378	2%
<u>9</u>	-	\$78,478	\$83,187	\$85,683	\$90,823	\$96,273	3.1%
<u>10</u>	-	\$80,911	\$85,766	\$88,339	\$93,639	\$99,257	3.1%
<u>11</u>	-	\$83,419	\$88,425	\$91,078	\$96,542	\$102,334	3.1%
<u>12</u>	-	\$86,005	\$91,166	\$93,901	\$99,535	\$105,506	3.1%
<u>13</u>	-	-	\$93,992	\$96,812	\$102,621	\$108,777	3.1%
<u>14</u>	-	-	\$96,906	\$99,813	\$105,802	\$112,149	3.1%
<u>15</u>	-	-	\$99,910	\$102,907	\$109,082	\$115,626	3.1%
<u>16-19</u>	-	-	\$103,007	\$106,097	\$112,464	\$119,210	3.1%
<u>20+</u>	-	-	\$105,507	\$108,597	\$114,964	\$121,710	\$2,500

Notes:

The employee in the BA+135 lane in the 2018-19 school year shall be placed in the MA lane until earning a Masters degree.

2022-23 Base Salary Schedule

<u>Yrs</u>	<u>BA</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>
<u>0</u>	\$58,370	\$61,872	\$65,585	\$67,552	\$71,606	\$75,902
<u>1</u>	\$59,538	\$63,110	\$66,896	\$68,904	\$73,038	\$77,420
<u>2</u>	\$60,729	\$64,371	\$68,234	\$70,282	\$74,499	\$78,969
<u>3</u>	\$61,943	\$65,659	\$69,599	\$71,688	\$75,989	\$80,548
<u>4</u>	\$63,182	\$66,972	\$70,991	\$73,121	\$77,509	\$82,159
<u>5</u>	\$64,446	\$68,311	\$72,411	\$74,584	\$79,059	\$83,802
<u>6</u>	\$65,734	\$69,678	\$73,860	\$76,075	\$80,640	\$85,478
<u>7</u>	\$67,049	\$71,071	\$75,337	\$77,597	\$82,252	\$87,188
<u>8</u>	\$68,390	\$72,493	\$76,844	\$79,150	\$83,897	\$88,931
<u>9</u>	-	\$74,741	\$79,226	\$81,603	\$86,498	\$91,689
<u>10</u>	-	\$77,058	\$81,682	\$84,132	\$89,180	\$94,530
<u>11</u>	-	\$79,447	\$84,214	\$86,741	\$91,945	\$97,461
<u>12</u>	-	\$81,910	\$86,825	\$89,430	\$94,795	\$100,482
<u>13</u>	-	-	\$89,516	\$92,202	\$97,734	\$103,597
<u>14</u>	-	-	\$92,291	\$95,060	\$100,764	\$106,809
<u>15</u>	-	-	\$95,152	\$98,007	\$103,888	\$110,120
<u>16-19</u>	-	-	\$98,102	\$101,045	\$107,109	\$113,533
<u>20+</u>	-	-	\$100,483	\$103,426	\$109,490	\$115,914

Notes:

The employee in the BA+135 lane in the 2018-19 school year shall be placed in the MA lane until earning a Masters degree.

2022-23 Enrichment Salary Schedule (5% of Base)

<u>Yrs</u>	<u>BA</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>
<u>0</u>	\$2,919	\$3,094	\$3,279	\$3,378	\$3,580	\$3,795
<u>1</u>	\$2,977	\$3,155	\$3,345	\$3,445	\$3,652	\$3,871
<u>2</u>	\$3,036	\$3,219	\$3,412	\$3,514	\$3,725	\$3,948
<u>3</u>	\$3,097	\$3,283	\$3,480	\$3,584	\$3,799	\$4,027
<u>4</u>	\$3,159	\$3,349	\$3,550	\$3,656	\$3,875	\$4,108
<u>5</u>	\$3,222	\$3,416	\$3,621	\$3,729	\$3,953	\$4,190
<u>6</u>	\$3,287	\$3,484	\$3,693	\$3,804	\$4,032	\$4,274
<u>7</u>	\$3,352	\$3,554	\$3,767	\$3,880	\$4,113	\$4,359
<u>8</u>	\$3,419	\$3,625	\$3,842	\$3,957	\$4,195	\$4,447
<u>9</u>	-	\$3,737	\$3,961	\$4,080	\$4,325	\$4,584
<u>10</u>	-	\$3,853	\$4,084	\$4,207	\$4,459	\$4,727
<u>11</u>	-	\$3,972	\$4,211	\$4,337	\$4,597	\$4,873
<u>12</u>	-	\$4,095	\$4,341	\$4,471	\$4,740	\$5,024
<u>13</u>	-	-	\$4,476	\$4,610	\$4,887	\$5,180
<u>14</u>	-	-	\$4,615	\$4,753	\$5,038	\$5,340
<u>15</u>	-	-	\$4,758	\$4,900	\$5,194	\$5,506
<u>16-19</u>	-	-	\$4,905	\$5,052	\$5,355	\$5,677
<u>20+</u>	-	-	\$5,024	\$5,171	\$5,474	\$5,796

Notes:

The employee in the BA+135 lane in the 2018-19 school year shall be placed in the MA lane until earning a Masters degree.

APPENDIX K – SALARY SCHEDULE PLACEMENT REGULATIONS

Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

WAC 392-121-249 Definition—Accredited institution of higher education. As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

WAC 392-121-250 Definition—Highest degree level. As used in this chapter, the term "highest degree level" means:

- (1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or
- (2) "Nondegreed" for a certificated instructional employee who:
 - (a) Holds no bachelor's or higher level degree; or
 - (b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:
 - (i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and
 - (ii) Whose highest placement pursuant to WAC 392-121-270 is as a non-degreed certificated instructional employee.

WAC 392-121-255 Definition—Academic credits. As used in this chapter, "academic credits" means credits determined as follows:

- (1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;
- (3) Credits are earned from an accredited institution of higher education: Provided, that credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;
- (4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, that for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;
- (5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;
- (6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;
- (7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and
- (8) Accumulate credits rounded to one decimal place.

WAC 392-121-257 Definition—In-service credits. As used in this chapter, "in-service credits" means credits determined as follows:

- (1) Credits are earned:
 - (a) After August 31, 1987; and
 - (b) After the awarding or conferring of the employee's first bachelor's degree.
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.
- (3) Credits are earned in either:
 - (a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which

has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or

(b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.

(4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.

(7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.

(8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.

(a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.

(b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.

(9) Accumulate credits rounded to one decimal place.

WAC 392-121-259 Definition—Nondegree credits. As used in this chapter, "nondegree credits" means credits recognized for non-degreed certificated instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

WAC 392-121-261 Definition—Total eligible credits. As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who obtain a bachelor's degree while employed in the state of Washington as a non-degreed

vocational/career and technical education instructor.

(2) For an employee whose highest degree is a master's degree, sum:

(a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and

(b) Academic and in-service credits earned after the awarding or conferring of the master's degree.

(3) For a non-degreed employee sum only nondegree credits.

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:

(1) At the time credits are recognized by the school district or charter school, 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;

(f) 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; or

(g) Beginning in the 2011-12 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.

(2) 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 and charter school employers; and

(3) 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 professional educator standards board rules, a change in the district's or charter school'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.

WAC 392-121-264 Definition—Certificated years of experience. Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

(1) Professional education employment shall be limited to the following:

(a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:

(i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;

(ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;

(b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require

certification in Washington school districts;

(c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;

(d) Experience in the following areas:

(i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and

(ii) Sabbatical leave.

(e) For non-degreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a non-degreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

(f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:

(i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other non-school position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

(A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

(A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

(A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by

psychologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).

(x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.

(2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:

(a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.

(b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.

(i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.

(d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

WAC 392-121-266 Definition—LEAP salary allocation documents. As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents. Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

(1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.

(2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.

(3) An employee whose highest degree level is nondegreed shall be placed on the BA columns

except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.

(4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a non-degreed vocational/career and technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.

(5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required. School districts and charter schools shall have documentation on file and available for review which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

(1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.

(a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.

(b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.

(c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

(a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;

(b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;

(c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;

(d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and

(e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

(a) By having on file a document meeting standards established in WAC 181-85-107; and

(b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other

authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

(a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).

(b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:

(i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);

(ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and

(iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).

(c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.

(5) Districts and charter schools shall document certificated years of experience as follows:

(a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.

(b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:

(i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, that documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;

(iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;

(iv) The name and address of the employer;

(v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);

(vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;

(vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);

(viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).

(6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.

(7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.

LETTER OF AGREEMENT – CALENDAR DEVELOPMENT

Vashon Island School District and the Vashon Education Association agree as follows:

1. The District will convene a committee in the fall of 2022 with stakeholders from all represented and unrepresented employee groups to (1) review the current parameters for development of the student school year calendar; (2) gather input from employees and/or the larger school community on some or all of the elements in the school calendar; and (3) develop proposed calendars for the 2023-24 and 2024-25 school year calendars.
2. Vashon Education Association will be invited to appoint its representatives to the committee.
3. The committee will operate by consensus, not majority vote, with the intent to develop proposed calendars that meet the interests of all stakeholders regardless of the number of representatives on the committee.
4. Proposed calendars for the 2023-24 and 2024-25 school years will be submitted by the committee to the VEA, VESP, and SEIU union presidents and to the District superintendent no later than January 1, 2023, for review by the organizations they represent. The District superintendent will also provide a 2023-24 and 2024-25 calendar under the existing default parameters to each of the bargaining unit presidents. Each organization will decide and communicate no later than February 1, 2023, whether they support adoption of one, both or neither of the calendars proposed by the committee. If all four parties (VEA, VESP, SEIU, and the District) accept a proposed calendar, that calendar will be adopted for the applicable work year in lieu of the process in Section 3.18 of the VEA/District collective bargaining agreement. For a school year, if any, that does not receive approval from all four parties, the process for establishing the calendar in Section 31.8 of the CBA will be followed.

LETTER OF AGREEMENT – ELL STUDENTS

Improving educational opportunities for our students with limited English proficiency is a strategic priority for the District and Association for the duration of the current collective bargaining agreement.

To address this priority, each school shall be afforded some or all of the following:

- Certificated staffing (FTE amount) – at least .2 FTE at each school
- Classified support (paraeducator)
- Additional days/hours outside school year for cert ELL teacher – at least 3 days/21.5 hours (See Section 5.1.H)
- Release time within school year for cert ELL teacher – at least 2 days per semester for a teacher who does not have a dedicated period of time within the school day for collaborating with colleagues
- Professional development for gen ed teachers to support ELL students
- Intentional collaboration time before school year to share ELL plans – See Section 3.13.1.c

The amount of these resources will vary based on the model being used and will be reviewed by the District and Association prior to the school year and again when a change needs to occur.

LETTER OF AGREEMENT – SPECIAL EDUCATION PROCEDURES MANUAL

The District and Association shall form a joint committee to compile a special education procedures manual that gathers documents and information including, but not limited to, legal compliance, programs and options for students in the District, and District expectations for relevant staff members in the special education process. The work shall begin prior to September 1, 2022, and a draft shall be completed no later than January 1, 2023. All employees with a special education role will be given an opportunity to review and provide feedback on the draft. A copy of the first final version shall be shared with VEA at a labor-management meeting prior to the end of the 2022-23 school year.

After completion of the first version, the special education procedures manual will be reviewed annually by District administrators and special education staff.