

COLLECTIVE BARGAINING AGREEMENT



**MOUNT VERNON SCHOOL DISTRICT NO. 320
AND
MOUNT VERNON EDUCATION ASSOCIATION**

9/1/2012 - 8/31/2015

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ARTICLE I. ADMINISTRATION

Section I. Purpose

The Mount Vernon School District Board of Directors, hereinafter referred to as the "District" and the Mount Vernon Education Association, hereinafter referred to as the "Association" have reached certain understandings pursuant to Chapter 41.59 RCW which they desire to confirm in this Collective Bargaining Agreement.

Section 2. Status of Agreement

A. Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated educational employees of the District, including substitutes as defined in Article III except the following:

- Chief Executive
- Assistant Superintendent for Personnel and Human Resources
- Executive Director of Business and Operations
- Confidential employees as defined by the Act (Chapter 41.59 RCW)
- Principals
- Assistant Principals
- Director of Assessment, Director of Curriculum/Instruction, Director of Staff and any other District employees excluded by definition under the Act (Development, Director of Special/Support Programs, Athletic Coordinator Chapter 41.59 RCW).

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

B. Individual Contract

The District will agree to add Standard and Supplemental Contract forms as appendices, but such contract forms shall be designated: "Attached to this Agreement for information and reference only, not as an integral part of this Agreement."

C. Printing and Distribution

Within 30 days following ratification and signing of the "Collective Bargaining Agreement between Mount Vernon School

District No. 320 and the Mount Vernon Education Association", the District shall print and the Association shall distribute copies of the Agreement to all MVEA officers and representatives. The District shall provide copies on request to the Personnel Office, at no cost.

The Mount Vernon Education Association and the Mount Vernon School District will make electronic copies available on their respective websites.

Editable copies of the Collective Bargaining Agreement will be made available to the President and Lead Bargainer for the Association at that time.

D. Management Rights

Rights of the Board of Directors

The Board, acting in behalf of the electorate of the School District, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States. The Association recognizes that the Board is legally responsible for the operation of the School District and that the Board has the necessary authority to exercise all of its responsibilities subject to the laws above mentioned and to the provisions of this Agreement.

By way of illustration and not by way of limitation:

THE RIGHT TO:

1. Manage the District, direct the working staff including the right to determine the qualifications, hire, suspend, discipline or discharge employees for proper cause.
2. Lay off employees from duty because of lack of work, funds, or other legitimate reasons.
3. Transfer employees from one school, department, and/or classification to another. Make such operating changes as are deemed necessary by the Board for the efficient, effective, orderly and economical operation of the District.
4. Determine the methods, processes, means and personnel by which any and all work will be performed.

5. The right to determine the work to be done, standards to be met, and to what extent work will be performed by the employees.
6. The right to develop and control all budgets.

E. No Strike Provision

The Association agrees that for the duration of the Agreement, it will not foster, condone, acquiesce in or encourage any job action by bargaining unit members against the District.

F. Conformity to Law

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

Section 3. Role of Para-educator

A para-educator may perform the following duties:

- Assisting in classroom management.
- Assisting in computer instruction.
- Conducting parent involvement activities.
- Providing instructional support in a library or media center.
- Assisting as a translator/interpreter.
- Providing instructional support while under the direct supervision of a certificated classroom teacher.

The following are conditions under which a para-educator carries out instructional activities:

- The teacher plans the instructional activities
- The instructional activities support instruction which has been delivered by a certificated teacher.

- The teacher evaluates the achievement of the students with whom the para-educator is working.
- The para-educator works in close physical proximity to the teacher.

Section 4. Collective Bargaining Structure and Procedure

Before June 1 of each year a labor/management meeting will be held to reach agreement on the calendar for the upcoming school year as it relates to the scheduling of Rep Council meeting dates, early release/late arrival dates and times, non-student work days and LID dates. Within two weeks of the labor/management meeting, MVEA will notify the District of the Rep Council meeting schedule for the year, which typically consists of one (1) meeting per month. The District will share this schedule with the Administrative Team. The Administrative Team will strive to avoid scheduling district controlled training on Rep Council meeting dates.

A. Waivers

The Mount Vernon School District and the Mount Vernon Education Association acknowledge that, under certain circumstances, individual MVEA members, building or district administrators or building site councils may desire a variance from language contained in the Collective Bargaining Agreement. As a means to encourage creative solutions to problems and provide flexibility, waivers will be considered. Waiver request forms may be found in the Appendix section. Such waivers will require the signature of the MVEA president and the MVSD superintendent.

- B. In the event of a double levy failure or significant reductions in state federal funding, the parties agree to meet and discuss modifying certain provisions of this agreement.

Section 5. Communications

A. Bulletin Boards

A teacher bulletin board shall be provided in each school building. The Association may post notices of its activities and matters of Association concern. Such a bulletin board will be placed, where possible, in the building faculty room.

B. In-District Mail

The Association may use employee mail boxes, district email, telephones and other communications systems operated by the District in its communications to teachers so long as such communications are not intended to disrupt District operations. All materials must be clearly marked as to sender.

C. Availability of Policies and Information

The District shall make available to the Association copies of policies adopted by the School District Board of Directors.

Section 6. Non-Discrimination

The Mount Vernon Education Association assures the Mount Vernon School District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P .L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972 as amended and RCW 49.60.030 Freedom from discrimination as amended. (Reference: School Board Policy 5010).

ARTICLE II. BUSINESS

Section 1. Association Security, Dues and Representation Fees

Each employee who is not a member of the Association shall pay to the Association, as representation costs, an amount equal to dues and fees required of membership. The District agrees to deduct on a monthly basis such amount from the compensation of each non-member employee. Nothing in this section shall impair an employee's rights of non-association protected by RCW 41.59.100 and the procedures established thereunder. The Association shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by, or on behalf of, any employee due to action taken by the District in strict compliance with this section, and further, that the District will defend the Agreement and consult with the Association or its designee respecting all such claims and/or lawsuits with respect to this paragraph.

ARTICLE III. PERSONNEL

Section 1. Rights, Responsibilities, Authority and Protection of Teachers

In addition and subject to applicable RCW's and WAC's the following rights, responsibilities and authority of teachers shall apply:

A. Teacher Responsibilities

Teachers, and all certificated personnel (collectively referred to in Article I, Section 2.A. as members of the bargaining unit) shall have the following responsibilities with respect to the discipline of students.

1. Each teacher shall comply with School District and building rules and guidelines relating to the discipline of students.
2. Each teacher so assigned shall maintain good order and discipline in the classroom, hallways and on the playground or other common areas of the school.

B. Teacher Authority

Subject to the limitations set forth by statute and WAC, all teachers shall have the authority to discipline any student for any disruptive or disorderly conduct or other violation of rules for student conduct which may occur in the presence of the teacher or when the student is under the teacher's supervision.

1. Teachers may also recommend the suspension or expulsion of students to the proper school authorities.
2. The District shall expect behavior that is acceptable on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, color, caste, creed, sex, national origin or level of ability. Such discipline shall be consistent with applicable Federal and State laws and provisions of the Agreement.

The Board, Superintendent, building administrator(s) and teachers shall support each other in their efforts to maintain discipline in the District. The District agrees to support employees in the reasonable exercise of their official duties attendant to the handling of student disciplinary matters. To this end, District administrators shall promptly take the necessary actions to support employees in the exercise of said duties. A building administrator and/or designee shall be available to staff during working hours in order to provide assistance and support in discipline cases. It is understood

that any decision made by a designee, in the absence of the building administrator, is made under the authority of the building administrator. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by employees to control and maintain order and discipline, the employees must 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 or regulations and provisions of this Agreement (RCW 28A.600.010, RCW 28A.600.202, and Ch.180-40 WAC).

- It is a misdemeanor for anyone to insult or abuse an employee anywhere on the school premises while such employee is carrying out his or her official duties. The employee also has the right consistent with the law to have a parent/guardian removed or restricted from his /her classroom/ work station, if the parent/guardian is abusive either physically or verbally.
- It is a misdemeanor to willfully create a disturbance on school premises or at school activities or school meetings.
- It is a misdemeanor to, singly or in concert with others, intimidate by threat of force or violence any employee who is in the peaceful discharge or conduct of his or her duties. The District will discipline involved students. When appropriate, law enforcement will be notified.

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision may be excluded by the employee from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever occurs first. Before the removal of a student, except in emergency circumstances, (which include possession of a firearm, explosives, dangerous weapons or other items capable of producing bodily harm as defined and prohibited in Ch. 9.41 RCW) the employee shall have performed one or more alternative forms of corrective action reasonably calculated to modify behavior. An excluded student shall not be returned during the balance of that class or activity period without the consent of the employee (RCW 28A.600.020). Prior to the return of any student(s) who have been removed, suspended or expelled for a dangerous weapons violation, the District

will, in conjunction with impacted employees and parent(s)/guardian(s), establish an enforceable behavior plan which must be adhered to as a condition of the student remaining in that employee's class.

Employees will use their best professional judgment when deciding on the appropriate intervention strategy to use upon encountering an altercation between students where weapons are involved, taking into account the safety of students as well as their own safety. Students in possession of or using any weapons or dangerous devices will be subject to expulsion as specified in law.

The District will immediately and thoroughly investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect employees, students and property.

Each building shall have an established procedure for student removal from class. The procedure will specify a place where and person to whom the student will report. The employee will notify the designated administrator when a student has been removed from class. The employee may request that a meeting be promptly held between the employee, the administrator, and the parent(s)/guardian(s). Any employee who is faced with a disruptive student shall have the right to establish a behavior management plan for that student in conjunction with the building administrator (and parent(s)/guardian(s), as appropriate), and that plan will be supported by the administrator and the employee.

A classroom instructor shall be notified when a student is suspended from his/her specific class.

An employee shall not be disciplined for taking action, regarding the discipline of students when he/she acted with good and sufficient reason and in compliance with the law, the District and school policies.

No employee shall be required to search a student's person or belongings.

This section shall not interfere with the due process rights of regular or special education students.

By September 30th of each year, each building's administrator shall conduct an in-service at which all staff will review employee rights and responsibilities, student rights and

responsibilities, the building discipline plan, and the building emergency response plan.

C. Teacher Rights

Teachers shall have the following rights with respect to the discipline of students.

1. Each teacher shall be entitled to the appropriate assistance and support from building administrators in connection with discipline problems relating to students.
2. Each teacher shall be promptly advised of any complaint made to the principal or other School District administrator regarding the teacher's discipline of students. The teacher shall be given the opportunity to meet with the complaining party in the event that a conference is arranged.

D. Employee Protection

1. The District will provide a liability insurance policy covering each certificated staff member to the extent of the amount of coverage currently in effect for the term of this Agreement.
2. In dealing with any charge or complaint to be used in disciplining an employee, the District shall:
 - a. Share said charge or complaint with the employee at the earliest possible opportunity
 - b. Provide the employee with a written copy of the charge or complaint
 - c. Schedule investigatory meetings when an employee's representative is available
 - d. Provide the employee at least two (2) days notice, when possible prior to any investigatory meeting.
3. No employee shall be disciplined without just and sufficient cause.
4. Nothing herein shall preclude the normal interaction between the building administrator and the employee.

Section 2. Certificated Employee Staff Reduction

A. Procedures for Staff Reduction

In the event the Board of Directors adopts a reduced educational program by reason of financial necessity,

those members of the bargaining unit who will be retained will be identified by using the following procedures:

1. Determination of Vacant Positions

The District will determine, as accurately as possible, the total number of certificated employees known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

2. Certification

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

3. Employment Categories

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

- a. Elementary teachers will be considered for retention in one category (K-6).
- b. Secondary teachers will be considered for retention in one category (7-12).
- c. All members of the bargaining unit will be considered for retention according to their specialties and when categorical funding supports a particular program, said program(s) shall be maintained and exempt from Reduction in Force, to the extent of such categorical funding; provided, individual certificated employees shall not be exempt from Reduction in Force if a qualified (as specified herein), more senior certificated employee is being non-renewed and makes a request to staff such a program position.

4. Rate of Reduction

The number of certificated employees non-renewed from categories 1 and 2 above shall be reasonably proportionate to the number of students served in each category.

5. Qualification within Employment Category

Each certificated employee will, in accordance with the criteria set forth in Section 2.A.6 hereof, be considered qualified in the category appropriate to the position held at the time of the implementation of these procedures. Certificated employees shall also be eligible for retention in such additional categories or specialties as any such employee may designate and request in writing to the Superintendent or designee, provided, that in order to qualify for retention in any such additional category the employee:

- a. Must have had a minimum of one (1) year full-time professional experience in each such additional category; and

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

6. Selection within Employment Categories

Certificated employees shall be eligible for retention in available positions within the categories or specialties for which they qualify under Section 2.A.3. hereof. In the event that there are more qualified certificated employees than available positions in a given category or specialty, the following criteria shall be used to determine which certificated employees shall be recommended for retention:

- a. Seniority for full and part-time employees shall be defined consistent with Washington State years of service recognized on the current year's S-275 report to Office of the Superintendent of Public Instruction.
 - 1) If more than one individual employee has the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the Mount Vernon School District, from greatest to least.

- 2) If more than one individual employee has the same seniority ranking after applying the above Mount Vernon School District seniority ranking, all employees so affected will be ranked in accordance with placement on the state salary schedule.
- 3) If more than one individual employee has the same seniority ranking after applying the above salary schedule seniority ranking, employees concerned in the decision shall draw lots to decide guaranteed employment and lay off.
- 4) Certificated employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may designate and request such a position.
- 5) Certificated employees currently assigned to part-time positions shall be assigned to part-time positions only consistent with their individual seniority and current assignment, provided no part-time certificated employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.

7. Action by the Superintendent

The provisions of Section 2.A.1-5. above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

8. Employment Pool

- a. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Section 2.A.3. for which they are qualified under Section 2.A.5. If more than one such employee is

qualified for an open position, the criteria set forth in Section 2.A.6. shall be applied to determine who shall be offered such position.

- b. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the School District to such individuals will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the notice or seven (7) days from the mailing of such notice, whichever is shortest, to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool.

9. Certificated Employee's Seniority List

A seniority list of all employees within the bargaining unit shall be compiled by the District for each category contained in Section 2.A.3. herein and a copy forwarded to the President of the Association by the second Monday in January.

Section 3. Assignments/Reassignments and Transfers

It is the District's intent to maintain an educational program that achieves the best interests of students and staff.

Although the District seeks to maintain stability in staffing assignments, it recognizes that there may be merit in change.

A teacher may have to be transferred/reassigned when a change in enrollment or program necessitates an alteration in class offerings.

The District accepts the responsibility to note patterns of change with respect to class offerings and to assist staff in planning for predicted future needs.

Based on the premise that it should not be more difficult to get a building/program reassignment than a district transfer, building and program reassignments will take place prior to hiring for new positions.

Following building/program reassignments, new and vacant positions will be posted and shall remain open for at least seven calendar days. When teaching positions become available after August 10, the District reserves the right to fill new or vacant positions from current employees who have requested a transfer or from the available employment pool without posting.

- A. Assignments for the succeeding school year will be communicated to staff members on a tentative basis by the last student day and to new staff members as soon as practicable. The District reserves the right to make necessary adjustment changes after this date. Staff members who are reassigned after June 30 will be notified in writing as soon as possible after the reassignment is made.
- B. Employees shall be assigned in accordance with the regulations of the State Board of Education.
- C. Employees assigned and required to accept assignments outside of their major/minor fields, unless such employee is currently filling such position, or the employee concurs with such assignment, shall not have their contract status adversely affected due to lack of subject matter competency for the first two (2) years of that specific assignment, except if assignment was accomplished in accordance with the Certificated Staff Reduction procedure as outlined in Section 2. of this Agreement.
- D. Reassignments and Transfers
 - 1. No involuntary transfer/reassignment will be made if there is a qualified volunteer to fill the necessary position.
 - 2. The District will notify the affected employee(s) by the last day of school or in as timely a manner as possible.
 - 3. The building principal will maintain open communication with the affected employee(s) regarding the need for the change and the process that is to be used in determining the transfer/reassignment.
 - 4. When two or more employees are, in the District's judgment, equally qualified, seniority (as defined in Article III, Section 2.A.6.a) shall be considered.
 - 5. The District reserves the right to determine which employee will be transferred/reassigned.
 - 6. Employees being transferred/reassigned will be informed of any other appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment.
 - 7. Employees receiving a District directed transfer should be notified, in writing, by August 15th. If there is a District directed transfer after August 15th, there would be two (2) days per diem extended time pay.

8. Reassigned employees (an employee moved to a different building site and/or to a different grade level) may, at their request, solicit a review of the planned assignment and make known their wishes regarding an alternate assignment by the Superintendent or designee. A written request by an employee for this review shall be made within five (5) calendar days of the assignment notification to the employee.
- E. The District will provide employees with assistance in moving their classroom materials by providing an equitable means of compensation when they are reassigned, transferred between buildings, are temporarily relocated between rooms, displaced from their classroom, or are otherwise required to store, move or secure classroom materials in a manner that is beyond normal procedures.
1. All moving assistance will be coordinated through the building principals.
 2. Building custodians, under the direction of the principal, will be scheduled to provide physical assistance in moving classroom materials within the building.
 3. Employees will be compensated for one day of moving time, with their choice of a substitute teacher or per diem pay if the move requires a day's work. If the move requires more than one day's work on the part of the employee, compensation will be in the form of two days substitute time or two days per diem pay at the employee's request.
 4. District maintenance staff, under the direction of the Maintenance Supervisor, will schedule building-to-building moves.
- F. It will be the District's priority to maintain stability in assignment, reassignment and transfer policies. Normally, no employee shall be subject to transfer/reassignment at District direction more than two (2) times within any five (5) years.

No secondary (grades 7-12) certificated employee shall be subject to an involuntary transfer (at the direction of the District/building principal) from building to building or room to room more than two times within any five (5) year period.

Excluding specialized class displacement (ex: labs, itinerant staff, physical education, drama, vocational education, business education etc), secondary teachers (grades 7-12) who, at the direction of the District/principal, teach in more than two classrooms per day will

receive their choice of one day of substitute release time per term or one day's pay at per diem.

An exception to the language in this section will occur when schools are engaged in major school renovation. Each principal and site council will receive a capital projects allotment to support teacher moves precipitated by school renovation. (The compensation to each employee would be equal to at least one day's rate of pay at per diem.) The site team will develop a process to compensate employees for modernization moves that is within the allocation budgeted for their school.

Section 4. In-District Position Change Request

- A. Staff members desiring any change of positions shall apply in writing to the Personnel Office by March 15th. Such application will include the grade and/or subject to which the employee requests to be assigned and the school to which he/she requests to be transferred, in order of preference.
- B. Not later than April 15 of each school year, the District will post in each school and provide to the Association President a list of projected position openings which will occur during the following school year.
- C. The basic consideration in the assignment of certificated personnel in the Mount Vernon School District shall be the well being of the program of instruction as determined by the District. To this end, several factors will be taken into consideration in the process of assignment/reassignment and transfer, including but not limited to:
 - 1. Regulations of the State Board of Education
 - 2. Appropriate certification
 - 3. Requirements of the Instructional Program and Support Services.
- D. Staff members requesting transfer, submitting all completed application information, and meeting all position requirements will be afforded an interview for the position.
- E. The District will notify employees whose request for a transfer/reassignment has not been granted. An employee may ask for a conference to review his/her request that was not granted.

Section 5. Certificated Employee Personnel Files

- A. The District shall maintain a single personnel file which shall be kept in the Personnel Office and which shall be controlled by the Superintendent or designee.
- B. Principals may keep or maintain "working files" relative to those employees for which they hold responsibility to evaluate. Such working files are not part of the employee's personnel file, are subject to review upon request by the employee, and are not of use within the disciplinary/grievance procedure unless formalized.

In an effort to address problem areas prior to formalization into Personnel File, the following steps will be taken:

1. Any item that has a potential for discipline and or negative evaluation will have been brought to the attention of the employee in written form within 15 work days.
2. The principal/evaluator will offer/provide support through coaching, clarification of procedures and/or additional information. Such support may extend into the next school year.
3. Should the employee refuse/decline principal/evaluator support, a written summary of the complaint will be placed in the Personnel File in the Personnel Office. Such summary will include employee signature of the complaint however the signature does not represent employee agreement.

Working file materials not formalized and introduced into the employee's personnel file within two years from the date of the event shall be destroyed. Materials within a working file may be formalized to become part of the employee's personnel file.

- C. The District shall maintain no other personnel files. Listings and objective forms which include an employee's name and objective data shall not be construed to be part of the contents of any personnel file. (For example: affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorizations for withholding from pay and employee withholding exemption certificate, etc.)
- D. The employee's District personnel file is available for review by the employee under the following condition:
 1. During normal office hours (8:00 a.m. to 5:00 p.m.) of a regular business day.

- E. Employees shall be notified in writing within five working days when derogatory material is placed in their personnel file.

Materials reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service or character, may be answered in writing. Such written response shall become a part of the written personnel records. Notice that such a response was placed in the file will be directed in writing to the Superintendent of Schools.
- F. Once an official reprimand or warning is made, all material relating to that reprimand or warning will be sent to and maintained only in the District personnel file.
- G. Employees have the right to request the Superintendent to review their file and remove derogatory materials.
- H. College University credentials that are confidential shall be returned to the College or University of origin or destroyed as per direction of College or University, after Board election of the employee to the staff.

Section 6. Release of Names

The names of faculty members shall not be given to a commercial agency or private enterprise.

Section 7. Certificated Substitutes

Substitute certificated personnel within the bargaining unit include the following:

- A. Those certificated substitutes to be or having been employed twenty-one (21) consecutive days or more in the same position. Day shall be the same number of hours as the person substituted for.
- B. Those certificated substitutes who have been employed thirty-one (31) days or more during any twelve (12) month period ending in the current school year or the immediately preceding school year. Days should be full days as defined in Article IV, Section 5.D.
- C. Compensation
 - 1. Substitutes shall be paid \$120 per full day.
 - 2. Substitutes in the same assignment for more than 20 consecutive days shall be paid at the per diem rate based

upon their appropriate position on the teacher's salary schedule currently in force effective the 21st day of employment in one assignment.

3. Substitute rate of pay for additional duties will be based upon the following formula: full day of substitute pay, divided by 7.5 hours, times the time assigned for the duty.
4. The terms and conditions of this contract that apply to substitutes are limited to those contained in the Agreement as listed below. Substitutes in the same assignment for more than 20 days shall be covered by Article III, Section 1, letter D, number 3 and 4, Article III, Section 5 and 6 and all of Article VI.

Article I. Administration

1. Purpose
2. Status of Agreement
 - A. Recognition
 - D. Management Rights
 - E. No-Strike Provision
4. Communications

Article II. Business

1. Association Security, Dues and Representation Fees (Substitutes represented by the Association as defined in Article III.7.B shall be subject to all terms and conditions of this of this section. The Association shall provide the dues structure to the district each year by September 15.

Article III Personnel

1. Rights, Responsibilities, Authority and
2. Protection of Teachers (D1 and D2 only)

Article IV Salary and Benefits

1. Annual Salaries
2. Miscellaneous Salary Provisions
5. D. Work Day

Article VI General Working conditions

1. Academic Freedom
2. Preparation and Conference Time
5. Faculty Facilities
6. A. Classroom Paraprofessionals
7. C. In-district Travel
8. Classroom Visitations

No other sections or terms of the Agreement shall apply to substitutes.

ARTICLE IV. SALARY AND BENEFITS

Section 1. Annual Salaries

- A. All employees will be paid on the basis of the State-Wide Salary Schedule. Placement thereon will be based on criteria established by State law, WACs, and as may be further specified in the annual SPI reporting guidelines for the S-275 report.
- B. Advancement on the salary schedule will be based on the following provisions:
 - 1. No advancement on the salary schedule shall be made until the appropriate documentation (certification, degree, official transcripts, and experience verification) is registered in the Administration Office.
 - 2. Any returning teacher planning on advancement for the school year must:
 - a. Have all necessary course credit or experience completed prior to October 1, and
 - b. Have appropriate documentation on file prior to October 15. Salary advancement shall not be granted any later than October 15 of the school year, unless the teacher can produce evidence that the circumstances were beyond his/her control.
 - 3. New hires must have appropriate documentation of all course credit, including clock hours, and experience registered in the Administration Office within ninety (90) calendar days of their first day of work in order for the credit and/or experience to be applicable to the current year salary, unless the teacher can produce evidence that the absence of the documentation is beyond his/her control. Documentation received after the cutoff date will be applicable for the following school year in accordance with the terms and conditions of the applicable collective bargaining agreement.
 - 4. Advancement shall further be in accordance with the criteria established by the State law, WACs, and as further specified in the annual SPI reporting guidelines for the S-275 report.
- C. Supplemental contracts shall be used for department chair stipends, fine and performing arts coordinator stipends, and extended time compensation. The District shall implement appropriate procedures to facilitate the use of supplemental contracts for these purposes.

Section 2. Miscellaneous Salary Provisions

- A. It is the imperative responsibility of each teacher to keep the Administration Office accurately informed as to all credits earned which may affect advancement on the salary schedule.
- B. In the event an error is made resulting in salary underpayment or overpayment, adjustment will be implemented effective to the beginning of the school year in which the error is brought to the District's attention.
- C. No teacher will be hired who is not properly certificated to teach in Washington State.
- D. Any State-prescribed minimum salaries, e.g., BA+0, will be granted.
- E. Either party may reopen salary negotiations if (1) the State salary limitations as applied to the District are voided by a final and binding court order or are removed by the Legislature, or (2) the State significantly impacts or totally abandons use of the State-Wide Salary Schedule.
- F. The parties understand that benefits contained in this agreement shall be prorated according to an employee's FTE.

Section 3. Insurance Contributions

The District shall make available funds to contribute toward premiums of District-approved group insurance programs. It is the intent of the parties to comply with the limitations imposed by State laws, appropriations acts and implementing regulations as they relate to expenditures for employee benefits. No provision of the Agreement shall be interpreted or applied so as to place the District in breach of the benefit limitation imposed by State law or to subject the District to a State funding penalty.

- A. For the first two years of this agreement the District will pay 100% of the Health Care Authority Retiree Subsidy and, in addition, will contribute \$13 per month per FTE Beginning in the 2014-15 school year, the District will contribute an additional \$4.00 for a total of \$17 per month per FTE.

The process for distribution to employees and for adjusting the rate of available benefits for the term of this Agreement will be in accordance with applicable statute (RCW 28A.400.280).

The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) days after the beginning of service.

The enrollment deadline for returning employees will be the second Tuesday of September.

The order of payment for insurance premium costs shall be first, all group plans (dental, vision, life, and long-term disability), and then medical insurance plans. Funds which remain, if any, may be designated by the employee toward payment of first, other Basic Group benefits as determined by the group membership, and second, optional benefit plans as selected by the group membership.

In the event that the District insurance contribution is insufficient to pay the cost of any required premiums or the premium costs of any optional plan, a salary reduction will be made to cover the costs of such premiums.

- B. When mandated, health insurance coverage for members of the bargaining unit will be provided through the HCA. (The HCA is projected to administer the medical, dental, life and disability insurance coverage for the employees of school districts as set forth in Chapter 41.05 RCW.)
- C. An employee whose spouse/domestic partner is also covered by this Agreement and eligible for a District insurance contribution may combine the contribution with said spouse/domestic partner and enroll in an “employee plus spouse/domestic partner (and child dependents, if applicable)” medical plan rather than two plans. The unused portion of the combined insurance allocations shall be returned to MVEA’s insurance pool.

Section 4. Payroll Deductions

- A. Payroll deduction information included on individual warrant stubs will be itemized to the extent such information is provided to the District by the Association on a monthly basis in the form of specific billing amounts, e.g., WEA, MVEA, NEA. WEA-PAC.
- B. The District shall be absolved by the Association of all responsibility for accuracy and accounting of local, state, or national professional dues and fees. Additionally, individual employees shall provide a signature card authorizing payroll deductions. The District shall not be held responsible for errors resulting from inaccurate or inadequate information provided by the employee.

Section 5. Contract Days

- A. The basic teacher contract shall be for 180 days plus one District funded and directed day.
- B. Teachers new to the District shall be required to attend a one day district and/or building orientation prior to the beginning of the school year. The time spent in such meetings will be compensated at the per diem rate.
- C. As many teachers as is reasonably possible may complete their final check-out after 3:00 p.m. on the last contract day. In any event, for those teachers not desiring to or who are unable to check out on the last day, check-out procedures must be completed within five (5) working days after the last contract day.
- D. The normal work day shall be seven and one-half (7.5) hours in length, inclusive of a thirty (30) minute duty-free lunch period. The day shall include the thirty minutes before the opening of school and the thirty minutes after the close of school that certificated employees are required to be at their respective schools for the benefit of pupils and patrons. This before and after school time shall be free of assigned non-instructional, supervisory duties. These conditions do not limit meetings beyond the times indicated, including Open House, PTA and other traditional District Activities. Staff meetings are limited to no more than 3 hours per month outside the contracted work day.
- E. In the event the District makes a decision to delay the start of school due to an emergency situation, employees are to use good judgment about safe travel to work. In any event, employees are to arrive at school at least thirty (30) minutes prior to the newly scheduled student starting time if possible. If an employee is unable to arrive at school prior to the newly scheduled starting time, emergency leave may be used by the employee for time missed.

In the event that schools are closed early and the administration has made a decision to send students home, staff shall stay until all students are accounted for and are safely off school grounds. At that time or earlier if appropriate, the administration will determine if there are safety factors that make it necessary to send staff home as well.

When the District schedules make up days for emergency closures and an employee has an existing commitment made prior to the announcement of make up days that cannot be changed, employees may request the use of emergency leave.

In the event a waiver is granted by SPI for fewer than 180 days due to school closure resulting from inclement weather and there is no negative impact upon District funding, teachers shall suffer no loss in pay or benefits while not having to make up these days.

Section 6. Additional Compensation

A. Professional Responsibility Stipend

The Mount Vernon School District and the Mount Vernon Education Association agree and affirm the following beliefs:

1. The success of the Mount Vernon School District is dependent upon hiring and retaining the highest quality certificated staff.
2. Providing a quality of education for students requires from certificated staff a commitment to the profession beyond the basic contract, normal workday hours and school year.
3. State law allows additional compensation for additional time, additional responsibilities or incentives. (TRI)
4. The additional commitment required of Mount Vernon certificated staff cannot be accurately measured in hours or days.
5. The time necessary to fulfill any one certificated staff member's responsibilities will vary from that of another, as determined by the individual's own professional judgment.

For the reasons stated above, the District will provide a stipend as defined in the Professional Responsibility Stipend schedule in Appendix II as an incentive to provide the additional services required of all certificated staff members in the Mount Vernon School District outside of the basic contract and Instructional Improvement Days/Hours. Payment for this professional responsibility stipend shall be made in twelve (12) equal monthly installments.

For the first year of this agreement the professional responsibility stipend schedule will be calculated at 15% of the 2012-13 state allocation model. For the second year of this agreement the professional responsibility stipend schedule will be calculated at 15.75% of the 2013-14 state allocation model. For the third year of the agreement, the professional responsibility stipend will be calculated at 16.75% of the 2014-15 state allocation model.

The Professional Responsibility Stipend recognizes that employees provide a professionally responsible level of service in the following areas which is above the basic contract:

- a) preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b) building activities outside of the workday, such as fall and spring open houses, curriculum nights, parent education nights, school and community functions, and concerts;
- c) self reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- d) grade level, department, building, job-alike and/or District committees, task forces, processes and activities; and
- e) fulfillment of basic contract expectations that may fall outside of the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings and communicating with parents and students.

Employees shall document the completion of these activities on a mutually-agreed upon form once per year.

B. Supplemental Hours

1. Employees will work an additional 15 hours beyond the contracted basic education work year hours and the professional responsibility stipend. This work will be directed by the principal/supervisor and used to support the following activities:
 - School improvement planning and implementation
 - Grade level and cross grade level collaboration
 - Whole school collaboration
 - Cross district collaboration
 - Refinement of instructional strategies
 - Professional study groups

If a certificated staff member is unable to participate due to a personal emergency, the staff member can work with his/her principal/supervisor to arrange to make up this time when possible.

In addition to the time described above, employees may work an additional 3 days at their discretion. These days will be added to the schedule at a rate of one day per year of the agreement.

- In the 2012-13 school year and thereafter, an additional day will be scheduled between high school semesters.
- In the 2013-2014 school year and thereafter, one day will be available, at the employee's discretion, during the two weeks prior to the start of the school year.
- In the 2014-15 school year and thereafter, an additional day will be available during the two weeks before the school year or the two weeks after the school year, at the employee's discretion.

Activities appropriate for these days may include, but are not limited to the classroom preparation, clean up, the preparation of classes or the preparation of grades.

Documentation for these days will be by a sign-in sheet which will be held in the main office of each building on the designated work day(s). When possible, employees should have the option of several open dates upon which these duties will be completed.

2. Professional Development Day

All employees will be given compensation to support professional development. Each employee will be compensated at the per diem rate for attending one day (7.5 hours) of professional development outside the contract day/year at the employee's discretion. The manner of professional development may be, but is not limited to:

- Course work toward an advanced degree
- Workshops, classes or training that are relevant to the employee's assignment
- Workshops, classes or trainings that are required to Maintain certification
- Any documented work required to support Professional Certification

Compensation for Supplemental Hours and Professional Developmental Days will be displayed in Appendix II.

C. Professional Support

The district will reimburse employees for some of the expenses incurred while attending professional development activities as delineated in Section 2B above. Each year, a pool will be created equal to \$150 x the number of FTE employees. In addition, at the start of the each year, those monies that are unused from the previous year, up to an amount of \$50,000, will be added to the pool for use in subsequent years. Each employee will be eligible for reimbursement by an amount equal to the pool divided by the number of eligible FTE employees. Reimbursement can be applied to tuition, workshop fees, travel expenses, accommodations or other expenses incurred during professional development outside the contract day/year. The district shall reimburse employees for tuition costs of Professional Certification (Pro-Teach) coursework up to \$1000 total. To obtain reimbursement, employees shall submit evidence of course completion and a detailed receipt indicating proof of payment for Professional Certification (Pro-Teach) coursework.

The District will reimburse, up to \$200 annually, the costs required of Occupational Therapists, Physical Therapists, and Speech and Language Pathologists to obtain the national certification that is required of them in order to bill for Medicaid services when said certification is required of the employee by the District. To obtain reimbursement, the employee shall submit evidence of certification renewal and a detailed receipt indicating proof of payment for certification.

D. Financial Arrangements

The compensation for the Professional Responsibility Stipend and Additional Days will be as follows:

1. Part-time employees will be compensated in the same ratio that their service bears full-time service.
2. A supplemental contract will be issued to all employees for the professional responsibility stipend. Employees will be paid on an equal monthly basis beginning with the September pay period and continuing through August 31. Each employee shall submit to the District by June 1 the mutually agreed upon designated reports for verification of the professional responsibility stipend. Adjustments to the number of hours actually worked shall be made as needed.

3. Employees shall submit prior to August 1, additional pay forms to document the professional development day and the supplemental hours.
4. Funds not used during the contract year for which they were budgeted will not carry forward into the following contract year.

Section 7. Curriculum Rate of Pay

The curriculum rate of pay shall be equal to the hourly base rate of pay plus 27% and subject to annual change equal to increases in the base rate. The curriculum rate of pay shall be used for all compensated building and district committee work, in-service, and presentation planning time. It is the only after hours pay rate recognized outside of:

- A. Optional days at per diem rate.
- B. Supplemental contracts at per diem rate.
- C. Extended contracts at per diem rate.
- D. Extra-curricular/co-curricular Schedule at the agreed upon rate per assignment.

Section 8. Support Personnel Schedule

Calculation Formula:

Responsibility factor x Salary Placement on State-Wide Salary Allocation Schedule = Stipend Amount

| <u>Position</u> | <u>Responsibility Factor</u> |
|--------------------------------------|------------------------------|
| Fine and Performing Arts Coordinator | .05 |
| Department Chairperson | .03 |

Section 9. Co-Curricular Schedule

The co-curricular assignments and stipends contained herein reflect the total contractual compensation to be provided for each activity, including the complete season and any post-season competition. No additional expenditure of time will be compensated, unless said expenditure of time is the direct result of a District directive.

The stipends identified herein are subject to annual change equal to increases in the base rate.

See following page.

Section 10. Certificated employees who will have completed a minimum of five (5) years of certificated employment in the Mount Vernon School District will be allowed a payment of \$500.00 for early notification of planned resignation. The employee must submit a letter of resignation to the appropriate district administrator, by February 1st, during or after the fifth year of employment stating the intent to resign June 30th of the same year. The lump sum \$500.00 payment will be processed no later than July 31st of that year.

The purpose of this grant is to enlist the assistance of employees in providing for an orderly transition from one school year to the next. In return for this grant, employees are requested to leave their room and equipment in good order and to provide the replacement employees with inventories and information necessary for them to assume the duties of their new assignment. Employees may also be asked to participate in an exit conference with the person who will be filling the position (or supervisor if position is not filled prior to June 30). These responsibilities shall be completed by June 30 of the current school year.

Compensation under this section shall be for the termination of employees contract rights and shall not be included for purpose of computing a retirement allowance under any public retirement system in this state as specified in RCW 28A.400.220(2).

Effective 9/1/2002

ACTIVITYCO-CURRICULAR ACTIVITIES

| | <u>AVERAGE HOURS</u> | <u>STIPEND</u> |
|------------------------------|----------------------|----------------|
| ASB Advisor | 500 | \$6340.00 |
| Band – High School | 210 | \$2663.00 |
| Middle School (2) | 50 | \$634.00 |
| Vocal – High School | 210 | \$2663.00 |
| Orchestra | 75 | \$951.00 |
| Skagina | 200 | \$2536.00 |
| Bulldog Advisor | 200 | \$2536.00 |
| High School Video Production | 200 | \$2536.00 |
| Technology Coach | 127 | \$1612.00 |
| FBLA Advisor | 291 | \$3690.00 |
| FFA Advisor | 555 | \$7037.00 |
| DECA Advisor | 291 | \$3690.00 |
| FCCLA | 291 | \$3690.00 |
| TSA | 303 | \$3842.00 |

EXTRA-CURRICULAR SCHEDULEELEMENTARY PROGRAMS

| | | |
|--------------------|----|----------|
| Young Authors | 16 | \$203.00 |
| Student Librarians | 35 | \$444.00 |

Note: Activities listed here include those requiring a teaching certificate. All others are not part of this agreement and are overseen by the office of the Assistant Superintendent for Personnel.

ARTICLE V. LEAVES

Section 1. Leave Calculations (Applies to all leaves)

- A. Leave time shall be calculated to the nearest half-day.
- B. Leaves beyond those designated shall be paid by the employee at the rate of one (1) to the number of his/her contracted days, when such leave extension request by the employee has received administrative approval.
- C. Employees on an approved leave as covered by Article V of this agreement, when such leave is without pay or benefits, shall have the option of maintaining group insurance coverage, if such coverage is permitted by the insurance carrier and further, provided the employee pays the monthly insurance premiums as prescribed.

Section 2. Sick Leave (Temporary Disability/Emergency Leave)

A. Definition of Temporary Disability/Emergency Leave

Temporary disability/emergency leave are leaves of absence for which an employee covered by this Agreement accrues entitlement under RCW 28A.400.300 and which the employee may use as described hereafter. Temporary disability/emergency leave shall be compensated leave.

B. Use and Definition of Temporary Disability/Emergency Leave

- 1. Temporary disability leave may be used only in the event of absence due to a personal illness, injury, accident, pregnancy, miscarriage, abortion, childbirth and recovery therefrom as may affect the employee or in keeping with laws governing family leave (RCW 49.12.270).
- 2. Emergency leave may be taken in the case of emergencies as defined in the following:
 - a. The problem must have been suddenly precipitated, where pre-planning could not relieve the necessity for the teacher's absence.
 - b. The problem cannot be one of minor importance or mere convenience, but must be of a serious nature.

3. In order to be eligible for consideration as emergency leave, the written application to the personnel office must be made within fourteen (14) days of return to work.

Determination of approval will be by the Superintendent/designee based on preceding criteria; such emergency leave will be limited to a maximum of six (6) days per year.

4. Annually, one additional day of emergency leave may be used for compelling personal reasons without written application to the Superintendent. This leave does not accumulate, may not be cashed out, and must be scheduled at least two (2) working days in advance, when possible. This additional leave will be deducted from sick leave days.

C. Accrual of Temporary Disability/Emergency Leave

Twelve (12) days temporary disability/emergency leave will be credited to employees under full-time contract at the beginning of the school year. Employees under contract as part-time employees will be credited with that portion of twelve (12) days as the total number of days contracted bears to one hundred eighty (180) days. All accumulation of deduction of temporary disability/emergency leave for part-time employees shall be on the basis of the employee's scheduled workday as it relates to a full workday. Leave days earned but unused during each calendar year may be accumulated year to year to the limit of the individual contract days, or may be compensated annually to the limit of twelve (12) days or at retirement or death to a limit of one hundred eighty (180) days so long as prescribed and permitted by statute. Any such conversion of accumulated temporary disability/emergency leave shall be subject to the terms and limitations of applicable regulations.

In the event such an employee should terminate employment having used more temporary disability/emergency leave, the employee shall be subject to the terms and limitation of applicable regulations.

D. Childbearing Disabilities

In cases of disability arising from pregnancy, miscarriage, abortion, childbirth and recovery therefrom wherein the employee has not accrued sufficient temporary disability leave credits to extend through the course of normal disability, the District will provide additional leave beyond the employee's accrued temporary disability leave so that the total of both accrued leave and temporary disability leave will not exceed forty-five (45) days. This extended leave will be without pay or other benefits. Employees requiring disability

leave in excess of forty-five (45) days will fall under the provisions of Article V, Section 8. Health Leave.

E. Reporting Disability

When an employee must be absent due to a disability arising from an unexpected illness or injury or absent due to an emergency, the employee must notify the immediate supervisor as soon as possible. In cases of planned absences of thirty (30) calendar days or longer for illness or injury, a physician's certificate giving the dates (or approximate dates) the absence will begin and end is required at the time the request for the leave is made. While the employee is still working, the District may require the employee to provide a certificate from the employee's physician indicating the employee is physically capable of performing the employee's normal assigned tasks.

F. Proof of Disability Absence

For disabilities extending thirty (30) calendar days or more, the District may require an examination of its employee by the employee's physician.

Upon notification of an immediate supervisor of an employee's intent to return to work, the District, at its option, may request a physician statement in case of disability leave and health leave for treatment already initiated as a result of surgery, accidents, injuries, or long-term illnesses, such as, but not limited to, back injuries, strains, sprains and other injuries, which may be aggravated by premature return to work.

G. Employee's Return to Work

An employee who is absent from work on a temporary disability leave shall notify the immediate supervisor of the intention to return to work by 4:30 p.m. on the day before returning from any absence.

An employee who is absent from work on a temporary disability leave for more than thirty (30) calendar days may return after giving the District five (5) calendar days prior notice of the desire to return to work. For such absences of thirty (30) calendar days or more, the District may, at its discretion, require the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's duties.

Section 3. Bereavement Leave

Up to five (5) days leave with pay shall be granted per year in the event of death in the family of the employee. "Family" shall be interpreted as spouse, children, father, mother, brother, sister, grandparent, step-relatives and in-laws of the same degree of relationship. Family may also include any person living in the household as a member of the family or a person with a significant relationship to the employee.

One (1) day of bereavement leave with pay may be used for attendance at the funeral or memorial service of another relative (non-immediate family) or close personal friend.

This leave shall be non-accumulative from year to year. In extenuating circumstances, an extension of bereavement leave may be granted at the discretion of the Superintendent. Leave may be granted for other funerals with the teacher paying the substitute's salary.

Section 4. Childcare Leave (Newly Born Child)

- A. Ninety (90) days non-paid leave shall be granted an employee to care for a newly born child. The leave must commence immediately following the childbearing disability leave.
- B. The leave request shall be directed to the Superintendent or designee. Such request should be made in writing as soon as the employee knows that a leave will be requested and no later than thirty (30) days before the anticipated delivery date. The request shall state the dates during which the employee intends to take childcare leave.
- C. At the discretion of the District, childcare leave may be extended ninety (90) days beyond the initial ninety (90) day leave. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- D. In the event both parents of the newly born child are employees of the District, they shall together be entitled to a total of ninety (90) days leave and leave shall be granted to only one parent at a time.
- E. Experience credit will not be given for leave time.
- F. Adoptive leave is governed exclusively by the provisions of Article V, Section 6.

Section 5. Child Rearing Leave

All employees (male and female) may be granted, at the District's discretion, up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child.

In the event that both parents of a natural or adopted child are employees of the District, they shall together be entitled to a total of one year of leave and leave shall be granted to only one parent at a time.

Experience credit will not be given for leave time.

Section 6. Adoptive Leave

- A. Ninety (90) days of non-paid leave shall be granted an employee who adopts a child and requests such leave. The leave request shall be directed to the Superintendent or designee.
- B. Adoptive Leave shall not exceed an aggregate of three (3) paid days per employee in any given school year. Adoptive leave shall be granted to a parent upon prior application to the District in order to complete the adoption process. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption agent which are not possible to schedule outside the employees regular working hours. In the event additional leave is needed, such leave will be granted under the provisions of Sick Leave Section 2.B.2.e. and Section 2.B.3.
- C. The District shall be notified when adoption proceedings have begun and the leave shall begin at a natural break in the school year or a mutually agreed upon date.
- D. At the discretion of the District, adoption leave may extend up to one semester beyond the initial ninety (90) day leave. The exact date of the employee's return will be determined in consultation with the Superintendent and the employee's immediate supervisor.
- E. In the event adoptive parents are both employees of the District, they shall together be entitled to a total of ninety (90) days leave and leave shall be granted to only one parent at a time.
- F. Experience credit will not be given for leave time.

Section 7. Personal Leave

- A. Every employee will be granted up to two (2) days of leave per year to be used for personal reasons. The employee will not be required

to state the reason for taking such leave, beyond declaring that it is personal.

- B. An employee taking more than two (2) personal leave days consecutively will notify the immediate supervisor at least three (3) days in advance.
- C. Appropriate lesson plans have been prepared and delivered to the employee's supervisor or designee prior to the leave date.
- D. An appropriate substitute can be obtained for the day of absence.
- E. Employee use of scheduled leave is limited to three (3) employees/building/day.
- F. This leave will not be granted during the first five (5) or the last ten (10) work days of the instructional year, nor the first work day prior to or after a school vacation or holiday. However, in extraordinary circumstances, an employee may request the Superintendent/designee to grant personal leave beyond these conditions.

The provisions of this item F are not grievable.

- G. This leave shall not apply to any day covered by extended or optional day contracts.
- H. This leave is not transferable, and will not be deducted from disability leave.
- I. An employee shall be granted up two (2) full days of leave per year with pay for personal reasons. An employee may accumulate up to a maximum of five (5) days of personal leave at any given time. Any leave greater than three (3) days or 22.5 hours will be cashed out with the July payroll at the substitute rate. This leave will not be deducted from sick leave.
- J. Personal leave may be used in conjunction with one (1) day of emergency leave as outlined in Article V, Section 2. B.4., not to exceed two (2) days annually.

Section 8. Health Leave

After the expiration of temporary disability leave and/or at the incurrance of ill health, a health leave of absence may be granted, subject to Board approval based upon the following criteria.

- A. A written request for such leave has been transmitted to the District.
- B. Said request is accompanied by a statement from the attending physician which states that the employee should be relieved of duties.
- C. The request for leave does not require more than one school year.
- D. Experience credit is not granted for the period of absence if it exceeds ninety (90) school days.
- E. Seniority accumulated prior to the leave will be retained.

Section 9. Judicial Leave

An employee who is summoned to serve as a juror or is obliged to appear in court as a party or subpoenaed witness shall notify his immediate supervisor immediately upon learning of the need for leave. For jury duty, the employee shall receive normal pay. An employee who must be absent for judicial proceedings as a party will be entitled to leave without pay. An employee who is subpoenaed as a witness shall be granted leave with normal pay, with any witness fees remitted to the District. In the event the Association or other party financially supported by the Association, brings suit against the District the Association shall reimburse the District the per diem pay of any employee covered by this Agreement, subpoenaed in said suit by the Association or its financially supported party.

Section 10. Military Leave

(Appropriate laws apply)

Section 11. Professional Service Leave

Subject to Board approval, leave of absence for a Washington Education Association or National Education Association office shall be granted without pay.

Section 12. Other Leaves

District at its discretion may grant an employee's request for leave, or an extension of an already granted leave, for reasons not specifically identified in this article. Examples may include but are not limited to leave for the purpose of professional study, individualized staff development and renewal, etc. When such leave is granted, the absence shall not be construed as a break in service

so far as seniority and experience are concerned, i.e., seniority and experience upon return to duty will be the same as when the leave began.

Section 13. Return From Leaves

Upon return from leaves, in this section, employees will be assigned to the same position held prior to taking such leave. If the position

is not available, employees will be placed in a comparable position held prior to the taking of such leave. However, an employee returning from an approved maternity leave will be assigned to the same position held prior to taking such leave, provided such leave does not exceed one year.

The term "comparable" shall be defined as follows for the purpose of placement of approved leaves.

A. Elementary K-6

Placement upon return from leave will be within two (2) grade levels of placement prior to leave.

B. Secondary, by Broad Subject Area(s)

1. Middle School

2. High School

C. Specialty Areas

D. Employees on leave shall notify the District in writing of their intent to return from leave not later than April 1.

Section 14. Leave Sharing

Eligible employees shall be granted the right to donate Sick Leave (Temporary Disability/Emergency Leave) to come to the support of another eligible employee in need of such assistance in accordance with state law and Mount Vernon School District policy.

Section 15. Association Business Released Time

A. When an employee is released on Association business, the Association shall reimburse the District the current substitute cost for each day the employee is engaged in Association Business Released Time. The rate may be pro-rated on a one-half day basis.

- B. Upon written request by the Association President prior to June 1 of any year, the District agrees to grant the Association President a paid leave of absence up to full-time for the year. The association shall reimburse the District their total cost of the officer's salary, mandatory and permissive benefits, and retirement. The Association will also compensate the District for sick leave earned by the President. Compensation for this sick leave shall be in the amount of \$350/year. Unless otherwise mutually agreed by the Superintendent and Association President, reimbursement shall be paid monthly upon receipt of a billing by the District.
- C. There will be no further charge to the Association if the officer takes sick leave to compensate for loss of time during their regular District duties.
- D. Upon completion of the leave, the Association officer shall be guaranteed return to his/her original position. If the position is not available, the employee will be placed in a comparable position to the one held prior to taking of such leave.

ARTICLE VI. GENERAL WORKING CONDITIONS

Section 1. Academic Freedom

- A. The study of political and controversial matters should be fostered within the appropriate instructional context.
- B. Materials relevant to the study should be freely used.
- C. The certificated employee shall refrain from attempt to inculcate his/her partisan view, but he/she may state his/her position to fully define a possible influence.

Section 2. Acceptable Use Policy

A. Purpose

1. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors.
2. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:
 - support of the academic program;
 - telecommunications;
 - Association activities; and
 - Reasonable personal use to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.
3. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for profit-purposes.
4. Bargaining unit members are aware that the Employer does not warrant that the function of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.

B. Privacy Issues

1. The parties recognize that there is no legitimate expectation of privacy in electronic communications.

2. The Employer will provide each bargaining unit member with a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit members passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.

Section 3. Preparation and Conference Time

Preparation time shall be teacher directed to prepare for classroom learning and instruction.

A. Elementary

1. All 1.0 FTE elementary teachers, including specialists, will have at least 200 duty free (non-directed) minutes per week for preparation within the student day unless prevented by calendar or emergency conditions. Additionally, all elementary teachers, including specialists, will have fifteen(15) continuous duty free minutes per day which may be taken before or after the student day.

Any elementary teacher whose planning time is adversely affected by regularly scheduled early-release/late arrival days will be compensated for time thus lost through one of the two following means:

- a. Release time equal to the time lost or:
 - b. Compensation for time lost at per diem. The teacher and principal will work together to establish suitable quid pro quo time release time. If release time is the option chosen, the time exchange will be documented between five days prior and five days following the lost planning time using a form that is mutually agreed upon by the District and the Association. If it is not possible to determine a suitable time exchange, then compensation will be provided at the per diem rate of pay.
2. For fall conferences, Grade 1-6 classroom teachers and full day kindergarten program teachers will have one(1) early dismissal day during the week before conferences begin for conference preparation and early dismissal for conferences on four consecutive days. If needed conference time exceeds

scheduled conference time for a classroom teacher, the teacher and principal will work together to establish suitable quid pro quo time release. The time exchange will be documented between five days prior and five days following conferences using a form that is mutually agreed upon between the District and the Association. If it is not possible to determine a suitable time exchange, then compensation will be provided at the per diem rate of pay.

For spring conferences, Grades 1-6 classroom teachers and full day kindergarten teachers will have one early dismissal for conference preparation during the week prior to conferences, and early dismissal on three consecutive days during the week of conferences. Evening conferences will be scheduled per building with a time exchange early dismissal on one of the three days. If needed conference time exceeds scheduled conference time for a classroom teacher, the teacher and principal will work together to establish suitable quid pro quo time release. The time exchange will be documented between five days prior and five days following conferences using a form that is mutually agreed upon between the District and the Association. If it is not possible to determine a suitable time exchange, then compensation will be provided at the per diem rate of pay,

3. Kindergarten teachers with two sections of kindergarten will utilize two (2) days of released time and kindergarten teachers with one section of kindergarten will utilize one (1) day of released time for parent conferences in addition to the regularly scheduled early dismissal conference days. These days will be scheduled with the building principal.

B. Secondary

1. All teaching staff, grades 7-12, shall have a daily preparation period of at least one full instructional session's length.
2. For fall conferences, staff will be provided 1 early release day on the day of conferences, and early release days on the day following conferences and the day preceding Thanksgiving break. At the discretion of the District, a late arrival day may be substituted for the early release scheduled for the day following conferences.
3. For grades 9-12, spring conferences, an early release shall be provided the day of conferences and an early release or late arrival shall be provided the day following conferences.

For grades 7-8 spring conferences, an early release shall be provided either the day of conferences or a day prior to conferences, and an early release or late arrival shall be provided the day following conferences. Time spent in conferences above the amount of time given by early release/late arrival days will be compensated through principal directed hours.

- C. Part-time certificated employees under individual contract with the District shall receive preparation time on a prorated basis.
- D. Preparation time shall be provided each teacher beginning the first day of school.
- E. During the life of this agreement, the District will provide the following number of early release days:

Elementary 10

- Effective September 1, 2007 the elementary student day will be lengthened by 5 minutes
- Two and one half (2 ½) of the allocated days at elementary will be building directed consistent with the school improvement plan
- Seven and one-half (7 ½) of the allocated days at elementary will be teacher directed

Middle School 9

High School 8

Three (3) of the allocated days at middle school and high school will be directed by the building consistent with the school improvement plan. Employees will direct the remaining days guided by the list below:

- Department/Grade Level Collaboration
- Collaborative reviews of student work/assessment data
- Collaborative development of curriculum/assessment tools
- Collaborative curriculum articulation between grade levels/school levels
- Collaborative development of effective instructional strategies

Section 4. Covering of Classes

- A. Arrangements for the covering of a class when a teacher is going to be absent shall be made one day in advance except in the case of an emergency.

- B. A request by a teacher for another teacher to cover a class may be agreed to, with approval of the Principal required.
- C. If an employee is asked by an administrator and agrees to cover the class of another employee thereby precluding utilization of their preparation period, such employee shall be compensated at the prorated per diem rate of pay.
- D. If an elementary teacher misses a planning time due to lack of substitute coverage for a specialist absence (i.e. there is no substitute for the music teacher and therefore no music specialist time) the classroom teacher will be compensated for that time at per diem.

If an elementary teacher that does not normally have their own class of students (counselor, facilitator) is asked to cover for an absent teacher, they will be compensated for that time at per diem. This provision does not extend to classroom teachers with full time student teachers that are asked to cover for an absent teacher.

Section 5. District Class Size/Workload

The District and the Association recognize class size as an important factor in student learning. The parties acknowledge that concern with class size has led to the utilization of local resources to fund instructional positions beyond those funded by the state.

The goals of the class size/workload plan are: 1) improved instruction and student learning; 2) equity for classroom teachers and students; 3) class size relief in a timely manner; and 4) opportunity for shared decision making.

A. Class Size Limits

The recommended class size/workload for the Mount Vernon School District shall be the following number of students in a class:

| <u>Grade Grouping</u> | <u>Trigger Number</u> |
|------------------------------|---------------------------------------|
| K - 3 | 23 |
| 4 | 28 |
| 5 - 6 | 30 |
| 7 - 8 | 31 |
| 9 -12 | 33 |
| Physical Education (9-12) | 36 with a one-time adjustment only |

| | |
|-------------------------------|----------------------------------------|
| Special Education (K - 12) | 20 |
| ELL Caseload | 100 with a second adjustment at 130 |
| OT/PT/SLP (K-12) | 50 |
| Psychologists (K-12) | 1000 |
| Nurses (K-12) | 1500 |

If class size is below a trigger number, unique circumstances may warrant class size support. The principal/class size support team will consider requests for class size support below the trigger numbers. It is not intended that trigger numbers be the only indicator for support.

Special Education. In the case of special education, student numbers listed above are for IEP caseloads (Report No. P223H). Magnet programs shall be staffed at a lower caseload because of

the higher needs of the students. Magnet caseloads shall trigger at 15 students for developmentally delayed programs, and 8 for behaviorally disordered programs. Relief for magnet programs will be accessed through the Special Services Allocation Fund.

Multiage Classes. Class size for multiage classes shall be based on the lowest grade level in the multiage configuration.

Team Teaching. In the case of special team teaching programs, the above recommended class size numbers shall be applied per teacher.

PE/Music. Additionally, grades K-6 PE/music and library teachers shall have a maximum of 45 thirty minute instructional sessions per week or the equivalent. It is understood that programs that require large group instruction at all levels.

B. Waivers

The Association also acknowledges that the involvement of staff in the decision making process may result in decisions which cause

class size/workloads to exceed the limits outlined above. Such decisions shall be formalized, in writing, signed by all affected parties and provided to the Association President/designee and the Superintendent/designee. If such a decision/agreement results in class size/workloads exceeding the limits outlined above, the class size/workload limits and support included in this section are not applicable.

C. Class Size/Workload Support Process

Eligibility for class size support is based upon district enrollment counts two weeks after the start of each semester/trimester. When trigger numbers outlined in Section A. are reached, teachers are eligible for class size/workload support. When a teacher's class size meets or exceeds the trigger number, teachers are eligible for support as outlined in Section D. below. When several classes trigger at one time, teachers may consider pooling the resources and the selection of a group solution in lieu of individual solutions.

Teachers will submit "Request for Class Size Support" form to principal for authorization. Resources will be available immediately upon principal approval.

D. Support

- Grades K-3 trigger = 23
- Grades 4 trigger = 28
- Grades 5-6 trigger = 30
- Grades 7-8 trigger = 31
- Grades 9-12 trigger = 33

Classes up to 3 students beyond the trigger may select from the support below. If classes exceed 3 students beyond the trigger, the support is doubled.

Option A: 1 hour aide time. Note: This amount would be prorated on a monthly basis. (When class size falls below the trigger, the instructional aide will be removed from the assignment.)

Option B: \$167 dollars of instructional supplies/materials each month when class size exceeds trigger (minimum of at least two student calendar days in a given month).

Option C: One full day of release time every ten school days.

Option D: Additional pay will be provided according to the formulas below:

| | | | | |
|-------------------------------|----------------------------|--------------------------|--------------------|-----------------------------------------|
| Elementary Classroom Teachers | Specialists | IEPs Management Caseload | Secondary Teachers | Secondary Teachers |
| \$30.00 per day | \$10 per hour contact time | \$10 per day | \$10 per day | \$10 per hour contact time (\$14/class) |

Extraordinary cases will be compensated at a rate of \$10.00 per hour over trigger. Those choosing option D will submit an additional pay form documenting time over trigger.

Option E. Another option mutually agreeable to both the principal and the teacher.

E. Class Size/Workload Support Allocation Fund

The District shall provide a fund each year of this Agreement to pay for solutions requested as a result of an overload as defined in A. above. The fund shall be \$200,000. An additional \$25,000

will be added to this fund if the September through February annual average FTE enrollment exceeds the enrollment projection by 100 student FTE's or more. The enrollment count is reported on the State's F-195 Form. This count excludes alternative programs of Emerson, Running Start and SFLC. (Enrollment projections for purposes of this section will not include budgeted and actual enrollment in these programs). In these instances, the additional funds would be available by

March 15. The Association acknowledges that this fund is the total amount of money available to address overloads for each

year of the Agreement. Thus, if the fund is depleted before the end of the year, and an overload occurs, the support cost items in D. shall no longer be available and the employee and immediate supervisor shall work toward a mutually-agreeable non-cost resolution.

Allocation model(s) will be established in consultation with the Association and the class size/ workload team.

F. Limitations

If the employee requesting class size/workload is not satisfied by the support allocation proposed, he/she may request a review of his/her application by the class size/workload team.

It is understood that in the event a teacher's class size/workload drops below the trigger number, class size support ends.

G. Conditions

The above agreement will be in effect if:

1. The District continues to pass its local levies.
2. Actions taken by OSPI or at a state or federal level do not significantly cause a negative impact on resources provided to the District.

Section 6. Faculty Facilities

A. The Board will make available, if possible, in new school construction, at least one room of appropriate size, adequately furnished and vented, which may be reserved for use as a faculty room. In presently utilized facilities, where feasible, a teacher's room will be provided.

B. Outside telephone lines shall be made available for teachers' use. The location of the phones shall be such as to insure privacy of conversation where physically possible.

C. Teachers shall have safe and healthful conditions under which to carry out their professional duties.

D. In an effort to support a healthy workplace for teachers, every October 1 and February 15 principals/supervisors will review daily schedules to ensure that within every three (3) consecutive hours provision is made for ten (10) minutes of restroom break for teachers in grade K-12.

E. The parties recognize the need for itinerant staff to have appropriate workspace in the buildings. The district will provide workspace that ensures privacy, minimizes disruptions and is balanced with the need to protect staff.

In order to promote confidentiality and effective interaction with students, the District will provide the following:

1. Confidential phone and voice mail access.
2. Dedicated, lockable storage space accessible to each itinerant staff person at each work site they serve.
3. Computer with network and secure printer access.

The following process is recommended for use at the building level to attempt to ensure that the above needs are addressed.

1. Each August itinerant staff assigned to the building, e.g., SLP, psychologists, OT/PT's, nurses and social workers will meet with the principal/designee to identify itinerant workspace/equipment needs as described above for the ensuing year.
2. Itinerant staff will meet with the building principal/designee in the fall by mid-September to finalize actual space/equipment assignments or plans to provide the space/equipment.
3. The principal/designee and certificated staff may agree to include other building or itinerant staff in these meetings.

In the event itinerant staff feel they do not have access to appropriate workspace and/or necessary equipment, the parties will attempt to resolve the issue in a problem-solving manner. If

the concern is not resolved in a timely manner, the matter will be referred to the Director of Human Resources.

Section 7. Classroom Para-professionals

Whenever, in the judgment of the Administration, such usage is feasible, the Mount Vernon School District may utilize qualified

teacher aides, both paid and volunteer, to assist as ancillary personnel to the teaching staff and to assist with educational programs of the District. The judgment of whether to use or not use classroom para-professionals is not grievable under Article VIII, Section 1., Grievance Procedures.

Section 8. Employee's Reimbursable Expenses

- A. When an employee is authorized to attend out-of-district activities the following expenses, as approved by the administration, will be reimbursed: Registration, transportation, lodging, meals, and mileage (reimbursed at the prevailing State mileage rate).
- B. An employee shall be reimbursed for authorized expenditures within twenty (20) business days of submitting all necessary completed paperwork including the Expense Reimbursement Form, original receipts, and budget approval to the Business Office. Expenditure

reimbursement instructions can be found on the District intranet along with the Expense Reimbursement Form

- C. The District shall pay the prevailing state mileage rate to employees specifically assigned to and traveling between schools and to other in-district locations which have been specifically approved and assigned by the District as part of the employee's assignment. Such assignments will be specified by the District and affected employees notified.
- D. The District shall support the purchase of supplies and instructional materials necessary to enable employees to fulfill their teaching responsibilities. Employees shall obtain approval from the appropriate budgetary authority prior to making any purchase. Following this pre-approval, employees shall be reimbursed upon presentation of an itemized, original paid receipt for expenditures needed to maintain classrooms supplies and materials.

Section 9. Classroom Visitations

In order to provide parents and patrons of the District an opportunity to visit classrooms with the least loss of continuity to the teaching process:

- A. Whenever possible, arrangements to visit a classroom by persons other than District personnel shall be made through the building principal prior to the class visit.
- B. When possible, the teacher will be provided the opportunity to confer with the classroom visitor either before or after the visit.
- C. When a parent/guardian requests of a teacher the release, to their custody, of a student during school hours, the teacher will direct the parent to the principal's office for approval. The student will be released to the principal's office upon notification from the principal's office.

Section 10. Student Teachers and Interns

- A. Teachers may request student teachers or interns and/or may give consent to the acceptance of a student teacher or intern as a professional responsibility. No teacher will be required to accept a student teacher or intern.
- B. A teacher shall have taught at least two (2) years before being assigned a student teacher or intern.

- C. A teacher shall have taught at least one (1) year in the District No. 320 before being assigned a student teacher or intern.
- D. No teacher will be allowed a student teacher or an intern more than once in any three-year period. Exceptions to the three-year period will be considered by the District if requested by the teacher involved. Each request will be considered on its own merits and the District decision will be final.

ARTICLE VII. EVALUATION

Section 1. Purpose of Employee Evaluations and Use of Evaluation Results

A. The purpose of employee evaluations

1. To identify in consultation with the employee observed particular areas in which his/her performance is satisfactory or outstanding, and particular areas in which the employee needs to improve his or her performance.
2. To assist employees who have identified areas needing improvement in making those improvements.

B. Use of Evaluation Results

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document satisfactory performance by an employee of his/her assigned duties.
3. To identify discrete areas according to the evaluation criteria in which the employee may need improvement.
4. To document performance by an employee judged unsatisfactory based on the evaluation criteria.

Section 2. General

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

Washington State law requires all certificated employees to be evaluated annually (RCW 28A.405.100 and RCW 392.191.030).

All employees must be evaluated via the summative process every three (3) years (RCW 28A.405.100).

Washington State law regarding Code of Professional Conduct applies to evaluation of certificated employees (WAC 180-87-050).

Certificated employees who meet the following criteria may qualify and voluntarily participate in the Short Form evaluation process and/or the Professional Growth Option plan:

- A. "Eligible" employees must have at least four (4) years of successful teaching experience in the State of Washington (RCW.28A.405.100).
- B. The Professional Growth Option (PGO), and the Short Form Evaluation process shall be available to staff members who have successfully completed two (2) years of satisfactory summative evaluations in the District. Employees must have received "satisfactory" on all criteria (e.g. instructional skill, classroom management, etc.) on their most recent summative evaluations.
- C. Participation in the PGO and/or the Short Form evaluation process is by mutual agreement between the administrator and the employee. Both parties shall have the opportunity to discuss the rationale for the decision.
- D. Staff members wanting to participate in the PGO plan for the first time in the District, are required to attend a District-sponsored workshop on goal setting.
- E. If a teacher changes building locations, access to the PGO and/or the Short Form evaluation process shall be contingent upon the eligibility criteria, and the mutual agreement of the employee and the new administrator.
- F. An administrator may remove a participant from the PGO or the Short Form process based on the criteria outlined in the Summative Evaluation Process and articulated in writing to the employee. The Summative Evaluation Process begins at this point.
- G. The District and the Association shall jointly establish a Professional Growth Option committee. The Committee shall review the professional growth option process and recommend any modification as necessary.
- H. Materials, records and portfolios developed as a result of an individual's participation in the Professional Growth Option plan or the Short Form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal (RCW 28A.405.100).

Prior to October 15, administrators and employees will meet to determine the evaluation format for the current school year. No later than June 1, a final meeting between the administrator and the employee shall be held to review evaluation or PGO data and information. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed

in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his or her area(s) of deficiency (RCW 28A.405.100).

- I. In an effort to encourage teachers to utilize the Professional Growth Planning process, whereby clock hours can be earned for their participation, and to avoid redundancy in using forms for staff who are interested in the Professional Growth Planning process and who are also eligible for the Professional Growth Option, the Mount Vernon Education Association and the Mount Vernon School District agree that the Professional Growth Planning form (appended to this section) may be used in lieu of the Professional Growth Option (PGO) form for teachers who are using the PGO.

Section 3. Evaluation Responsibility

Within each school the principal and program supervisor shall be responsible for the observation and evaluation of employees assigned to that school. An employee assigned to more than one school shall be observed and evaluated by the principal of each school. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate another evaluator to assist in the observation and evaluation process, provided said other evaluator is not a member of the bargaining unit. Employees who are assigned to more than one building shall be notified by October 1 as to the administrator or administrators responsible for their evaluation.

A. Evaluation Criteria

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, as outlined in Article VII, Section 7-9. Observations and evaluations required or permitted hereunder shall be documented on the Evaluation Report Form appropriate to the employee's position contained in Article VII, Section 10.

B. Pre-Observation Meetings

Prior to the scheduling of any observations, the building principals shall schedule a meeting with the staff for the following purposes:

1. To review and explain the observation and evaluation document, criteria and procedures;
2. To review and discuss the general procedures to be implemented in the evaluation process.

C. Required Observations and Evaluations

1. All employees newly employed by the District shall be observed at least once for a total observation time of thirty (30) minutes within the first ninety (90) days of the commencement of their employment.
2. All employees shall be evaluated annually. An initial observation of all employees shall be completed prior to January 15, whenever possible. All formal observations shall be completed prior to June 1 of each year.
3. In the event an employee resigns prior to June 1, a final evaluation shall be completed prior to the resignation date.
4. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made, if feasible, at the time of such transfer.

D. Observation and Evaluation Procedures

1. Each employee shall be observed in the performance of his/her assigned duties a minimum of two (2) times per year, for a total observation time of not less than sixty (60) minutes.
2. Two formal observations shall be conducted for a period of not less than thirty (30) continuous minutes.
3. Prior to at least one (1) observation, a pre-observation conference between the evaluator and employee will be conducted within a reasonable time prior to the observation, unless such conference is mutually waived.
4. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results thereof [using the appropriate evaluation report form attached hereto]. A series will not exceed five (5) consecutive daily observations. The employee shall be provided with a copy of the observation report within ten (10) work days after the observation, unless prevented by extraordinary circumstances.
5. At least one (1) post-observation or post-evaluation conference shall be conducted between the evaluator and

the employee during each school year. In addition to the foregoing, each employee, at his or her request, shall have the right to a post-observation conference with his or her

evaluator within a reasonable time following the receipt by the employee of any observation report received pursuant to Section D.4. above.

6. The employee shall sign the School District's copy of the observation 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 report. The employee may also provide oral or written comment to the evaluator. Written comment may be made on the report or attached thereto.
7. Each observation report shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file.
8. Observations of less than thirty (30) minutes in duration may be utilized by the evaluator at his/her discretion, provided the observation is of sufficient length to allow the evaluator to adequately assess the situation being observed, and the employee received a copy of the record compiled (Evaluation Report Form) by the evaluator. Such observation shall not be utilized as the primary evidence in any non-renewal proceeding.

Section 4. Annual Evaluation

Annual evaluation reports shall not be inconsistent with the individual observations.

Section 5. Probation

A. Supervisor's Report

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

1. An interim evaluation report covering the period from the beginning of the school year to the date of the report which report shall be dated no later than January 31.
2. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

B. A copy of said report shall be submitted to the employee and one (1) to the Association if the employee requests.

1. If the employee disagrees with or questions any statement contained in the above report, that employee may, within five (5) days after receipt of the evaluation report, present a detailed statement concerning the points(s) of disagreement for inclusion in the employee's personnel file.

C. Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period not less than 60 student days and this process must end by May 15. Probation periods shall not carry into the subsequent school year. The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiency(ies);
2. A suggested specific and reasonable program for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency(ies).

D. Observation and Evaluation During the Probationary Status

1. At or about the time of the delivery of a probationary letter, the principal or other evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. At said conference the employee shall be given a reasonable opportunity to have present a representative of the Association, if he/she so desires.
2. During the probationary period, the principal or other evaluator shall observe the probationary employee at least twice monthly for the purpose of documenting the performance of the probationary employee and to make written evaluation of the progress, if any, made by the employee. The provisions of Section 3.D. above shall apply to the documentation of the observation reports during the probationary period. The principal or other evaluator shall

meet with the probationary employee at least twice monthly during the probationary period to discuss the observation reports required under this paragraph.

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

E. Supervisor's Post-Probation Report

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

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

The report shall include all Observation Report Forms completed as a result of the observations.

- F. A copy of the above report shall be provided to the probationary employee.

G. Action by the Superintendent

Following review of any report submitted pursuant to Section 5.E. above, the Superintendent shall determine which of the

alternative courses of action is proper and shall take appropriate action to implement such determination. In the event the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency, the Superintendent shall make a determination of probable cause for non-renewal of the employee's contract and shall provide written

notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210 provided that such probable cause determination shall not apply to any provisional employee.

Section 6. Applicability of Grievance Procedure

The provisions of the Grievance Procedure shall be applicable to evaluation only as it relates to procedural issues, provided that no grievance proceeding shall limit the authority of the School District to proceed with probationary and/or non-renewal action pursuant to the procedures established by State Law.

Section 7. Evaluation Criteria for Classroom Teachers

The following criteria will be used in the evaluation of classroom teachers:

- A. Professional Preparation and Scholarship--The teacher demonstrates, in his or her performance, knowledge of the principles and methods of teaching, and a commitment to education as a profession.
 - 1. Considers abilities, interests and present performance levels of students in planning.
 - 2. Establishes immediate and long range objectives.
 - 3. Prepares effective plans to meet objectives.
 - 4. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.
 - 5. Provides adequate plans for substitute teacher as recommended by the building principal.
 - 6. Possesses and maintains appropriate academic background in subject areas.
- B. Knowledge of Subject Matter--The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).
 - 1. Possesses and maintains competence in subject matter.
- C. Instructional Skill--The teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

1. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:
 - a. Make provisions for differences in ability among students;
 - b. Provide for the previous knowledge, abilities and interests of the class;
 - c. Make effective use of instructional equipment, materials and resource personnel;
 - d. Provide a variety of activities in keeping with the maturity and attention span of the students;
 - e. Implement lesson plans but permit flexibility.
 2. Gives explanations, assignments and directions clearly.
 3. Makes reasonable and appropriate assignments.
 4. Motivates students by making lessons interesting and challenging.
 5. Helps students to develop acceptable work habits and study skills.
 6. Evaluates daily lessons and units of study by assessing student achievement of objectives.
- D. Classroom Management--The teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
1. Selects and prepares equipment and materials in advance of lesson.
 2. Maintains orderly, attractive and stimulating classroom environment and atmosphere.
- E. Handling of Student Discipline and Attendant Problems--The teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.
1. Establishes and maintains order and discipline in the classroom including:
 - a. Quiet when appropriate.

- b. Attention to the teacher when instruction is being given.
 - c. Students conforming to established rules.
2. Shows consistency and fairness in dealing with student behavior.
 3. Disciplines students in a firm but controlled manner.
 4. Encourages students to develop courtesy, self-control, respect and responsibility.
 5. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
 6. Assists in maintaining control and enforcing rules throughout the school.
- F. Interest in Teaching Pupils--The teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.
1. Develops rapport with the student as an individual in a professional manner.
 2. Deals with personal information and communication in an ethical manner.
 3. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
 4. Provides guidance and assistance for students.
- G. Effort Toward Improvement when Needed--The teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continuing professional growth.
1. Is responsive to constructive criticism.
 2. Attempts to implement suggestions for improvement.

Section 8. Evaluation Criteria for Counselor, Psychologist, Communication Disorder Specialist, Nurse

- A. Knowledge of Scholarship in Special Field--The employee demonstrates a depth and breadth of knowledge in theory and content in the special field. He/she demonstrates an understanding of knowledge about common school education in the educational milieu of grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
1. Demonstrates understanding of the basic principles of human growth and development.
 2. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
 3. Is aware of research relevant to professional role.
 4. Demonstrates ability to conduct, use and interpret research pertinent to professional role.
 5. Is sensitive to research findings.
 6. Periodically evaluates own counseling skills.
 7. Is aware of the art and science of counseling, psychology, communication disorders or health.
 8. Has a professional rationale for his/her approach to services.
- B. Specialized Skills--The employee demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
1. Is a facilitating agent for student and teachers.
 2. Meets with the administrator regarding program development.
 3. Has a professional balance between theory and practice.
 4. Consults with members of the pupil personnel services staff to serve the general development needs of students.

5. Works with staff in planning and developing instructional strategies and curricular program for personal development, mental health, and physical health.
 6. Demonstrates ability to utilize case conferencing and staffing.
 7. Assists teachers in the integration of appropriate counseling and guidance services into the classroom.
- C. Management of Special and Technical Environment--The employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
1. Demonstrates ability to synthesize and integrate tests and other assessment data.
 2. Demonstrates the ability to administer or to prepare others to administer district assessment instruments.
 3. Is aware of test limitations and practical applications of assessment resources.
 4. Demonstrates ability to obtain needed appropriate comprehensive assessment data.
 5. Demonstrates familiarity with local school district policies relevant to class placement.
 6. Demonstrates ability to cooperate with parents, staff, and students regarding program and service placement of students.
 7. Functions in a well organized manner.
- D. The Support Person as a Professional--The employee demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
1. Meets responsibilities in a punctual and reliable manner.
 2. Maintains professional ethics.
 3. Maintains a professional relationship with colleagues, administrators and parents
- E. Involvement in Assisting Pupils, Parents and Educational Personnel--The employee demonstrates an acceptable level of performance in

offering specialized assistance and identifying those needing specialized programs.

1. Respects the dignity and worth of the individual.
2. Is sensitive to students, teachers, administrators and parents.
3. Attends to administrative, teacher and parent referrals.
4. Communicates easily and effectively.
5. Functions effectively as a resource consultant.

Pupils:

6. Demonstrates the willingness to accept and work with all students.
7. Helps students relate, analyze, synthesize, and integrate his/her own characteristics, goals and values to promote making responsible decisions.
8. Allows and expects students to accept responsibility for decision-making and possible consequences.
9. Demonstrates that primary responsibility is to the students.
10. Motivates students to seek counseling.
11. Has rapport with students.
12. Has a facilitative image among students.
13. Helps pupils with personal as well as educational and vocational goals.

Parents:

14. Is cooperative with parents.
15. Is available to parents.
16. Has a professional image among parents.
17. Provides parents with an opportunity to be heard.
18. Is conscientious in following through with parents.

Teachers:

19. Communicates easily with teachers.
20. Is aware of the emotional demands of teaching.
21. Is receptive to teachers.
22. Has good rapport with instructional staff.
23. Attends to teacher referrals.

Section 9. Evaluation Criteria for Librarian

- A. Knowledge and Scholarship in Special Field--The librarian demonstrates a depth and breadth of knowledge in theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education in the educational milieu in grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
- B. Specialized Skills--The librarian demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
 1. Selects a balance of media to meet a variety of learning styles and teaching strategies.
 2. Develops and implements a program for the integration of materials and equipment into the learning experience.
 3. Identifies needs for locally produced materials.
 4. Relates services from the district level to meet building instructional needs.
 5. Develops program objectives and works toward their achievement.
 6. Develops program objectives and works toward their achievements.
 7. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:

- a. Make provision for differences in ability among students;
 - b. Provide for the previous knowledge, abilities, and interests of the class;
 - c. Make effective use of instructional equipment, materials and resource personnel.
 - d. Provide a variety of activities in keeping with the maturity and attention span of students;
 - e. Implement lesson plans but permit flexibility.
8. Gives explanations, assignments and directions clearly.
 9. Makes reasonable and appropriate assignments.
 10. Motivates students to develop acceptable work habits and study skills.
 11. Helps students to develop acceptable work habits and study skills.
 12. Evaluates daily lessons and units of study by assessing student achievement of objectives.
 13. Provides guidance and assistance for students.
 14. Establishes and maintains order and discipline in the library including:
 - a. Quiet when appropriate.
 - b. Attention to the librarian when instruction is being given.
 - c. Students conforming to established rules.
 15. Shows consistency and fairness in dealing with student behavior.
 16. Disciplines students in a firm but controlled manner.
 17. Encourages students to develop courtesy, self-control, respect and responsibility.
 18. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.

19. Assists in maintaining control and enforcing rules throughout the school.
 - C. Management of Special and Technical Environment--The librarian demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
 1. Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.
 2. Maintains a well-organized learning resource center for effective use of media.
 3. Provides maintenance for materials and equipment.
 - D. The Support Person As a Professional--The librarian demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
 1. Meets responsibilities in a punctual and reliable manner.
 2. Maintains a professional relationship with colleagues, administrators and parents.
 - E. Involvement in Assisting Pupils, Parents and Educational Personnel--The librarian demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
 1. Creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resource Center.
 2. Directs aides, volunteers and student help with efficiency and understanding.
 3. Develops rapport with the student as an individual in a professional manner.
 4. Deals with personal information and communication in an ethical manner.
 5. Accepts a fair share of extra-curricular activities.

Section 10. Evaluation Report Forms (see following pages)

- A. A Teacher Form (sample)
- B. A Support Specialist Form (sample)

ARTICLE VIII. MEDIATION/GRIEVANCE

Section 1. Procedure

The purpose of this procedure is to provide a means for the orderly adjustment of disputes concerning District employees covered under the terms of this Agreement.

A. Definitions, as used in this statement:

Mediation: Mediation is a confidential process by which the disputants involved in the potential grievance, voluntarily participate to negotiate a mutually agreed upon written resolution. Mediation shall be arranged and conducted by trained MVEA mediators and/or District mediators.

Grievance: A dispute by an employee or the Association President concerning the interpretation or application of the terms of the Agreement. A grievance brought by the Association President may move automatically to Step 3.

B. "Days" as used herein shall mean District business days.

C. Time Limits

Failure of the District to act in a timely manner will automatically move the grievance to the next higher step for consideration. Failure of the grievant to act in a timely manner will nullify the grievant's claim at any step level. Time limits prescribed herein may be extended by mutual consent of the parties.

Should mediation be pursued by the disputants, all time limits described in Section 2 will be suspended pending the outcome of the mediation effort.

D. Representation

The grievant may be represented by a representative of the Association provided, that any employee at any time may present his grievance to the employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, as long as such representative has been given an opportunity to be present at that adjustment and to make his/her views known, and as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement.

E. Freedom from Reprisal

There shall be no reprisals by the School District or administrative personnel against any aggrieved party or local association representative for reason of his/her participation in the processing of a mediation or grievance in accordance with the provisions of RCW 41.59.140

F. Assistance in Investigations

The District will supply the grievant, upon request, such information as is reasonably required for investigation or processing of the specified alleged grievance.

G. Release from Duty

If attendance at mutually scheduled meetings, hearings or appeals relating to the mediation/grievance adjustment process as a grievant, witness, or a mediator, requires a certificated employee's (as covered by this Agreement) absence from his/her duty assignment, he/she shall be released without loss of pay. The Association shall reimburse the District for the cost of the substitute for the Association Representative.

Section 2. Steps

A. Step I

An employee shall first present his/her grievance to his/her supervisor for settlement. Such presentation shall be made within thirty (30) days; a) following the occurrence of the event giving rise to the grievance, or; b) after it first became known to the employee. The supervisor shall, within ten (10) days thereafter, provide the employee his/her answer to the grievance.

Mediation Option

At any step in the grievance process, if the dispute is not resolved a disputant shall contact the MVEA president to assess the viability of the mediation option. Mediation will be arranged by the MVEA/District mediators. All arrangements for the time, setting and participants will be the responsibility of the mediators.

B. Step II

If the grievance is not resolved to the grievant's satisfaction in accordance with the preceding subsection, the grievant has ten (10) days after talking to his/her supervisor to move the grievance

forward by submitting it in writing to his/her supervisor. A statement of the grievance shall contain the following:

1. The facts on which the grievance is based;
2. A reference to the specific provisions in this Agreement which have been allegedly violated;
3. Remedy sought.

The grievant shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. The parties will have ten (10) days from submission of the written statement of grievance to resolve it through meeting(s). A written statement indicating a disposition of the grievance shall be furnished to the aggrieved.

C. Step III

If no settlement has been reached within the ten (10) days referred to in Step II, and the grievant believes the grievance to be valid, the grievant shall submit a written statement of his/her grievance to the District's Superintendent or designee within fifteen (15) days. After such submission, the parties will have fifteen (15) days to resolve the grievance through meeting(s). A written statement indicating the disposition of the grievance shall be furnished the aggrieved.

D. Step IV

If no settlement is reached in Step III, then the grievant may, in writing, within ten (10) days thereafter, request that the matter be submitted to an arbiter for prompt hearing as hereinafter provided in D.1 to D.4 listed below and inclusive:

1. Request for arbitrator:
 - a. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) days of receipt of the decision in Step III.
 - b. The issue must involve the interpretation or application of a specific provision of this Agreement.
2. When a timely request has been made for arbitration, the parties may agree to select an impartial arbiter to hear and

decide the particular case. If this process is acceptable, the arbiter shall be mutually selected within five (5) days after submission of the written request for arbitration. If it is not possible, within this time frame, or if selection as contained herein is not mutually acceptable, the provisions of D.3. shall apply.

3. In the event an arbiter is not agreed upon as provided in D.2., the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties, in turn, shall have the right to delete a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to delete the first name from the panel shall be determined by lot. The process shall be completed within five (5) days of receipt of the list.
4. Arbitration proceedings shall be in accordance with the following:
 - a. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearing.
 - b. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
 - c. The arbiter shall rule on the basis of information presented in the hearing and on the basis of the arguments and contentions of the parties as set forth in any pre- and post-hearing briefs and shall refuse to receive any evidence after the hearing except by mutual agreement.
 - d. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be pertinent to the matters set forth in the written statement of grievance. The arguments of the parties

Article VIII. Mediation/Grievance
may be supported by oral comment and rebuttal. Such arguments of the parties, whether oral or written, shall be pertinent to and directed at the matters set forth in the grievance.

- e. Each party shall pay any compensation and expenses relating to its own witnesses or representative.
 - f. The costs for the services of the arbitrator, if any, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
 - g. The total costs of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.
5. All decisions arrived at under the provisions of this Step IV, by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
6. Exclusion of Certain Matters

Matters for which another method of review is required by law and/or exempted by the terms of this Agreement shall be excluded from this Grievance Procedure.

ARTICLE IX. DURATION - Term of Agreement

The Agreements expressed herein constitute the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

This Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendment(s) by either party must be in writing.

This agreement shall be retroactively effective September 1, 2012, pending MVEA and School Board approval and shall be binding upon the Board, the Mount Vernon Education Association and its members and shall remain in full force and effect through August 31, 2015.

The intention of bargaining is to have a non-bargainable concept of full pass-through of state authorized and funded salary and benefit monies for the term of this agreement. It is also clear that the following sentence will accommodate any major legislative change in the salary allocation schedule:

If, during the term of this Agreement, there are any new benefits or programs as a result of legislation, either party may submit proposals.

The parties hereto have signed this Agreement this 4th day of October, 2012.

**Mount Vernon
Education Association**

**Mount Vernon School District
No. 320**



David Willer
President



Carl Bruner
Secretary/Superintendent

**MEMORANDUM OF UNDERSTANDING
RE-OPENERS**

The Mount Vernon School District and the Mount Vernon Education Association agree that following items will be open to bargaining during the 2012-2013 school year:

- (1) Evaluations
- (2) Health Care as it is affected by HB 5940 and by any legislation that may require changes in current practice that arises in the upcoming legislative session.
- (3) Skills Center compensation issues, if the committee commissioned to study this issue fail to provide a recommendation that is accepted by both parties.
- (4) Secondary spring conferences, if the committee commissioned to study this issue fail to provide recommendation that is accepted by both parties.
- (5) The Association and the District may each choose one section of the Collective Bargaining Agreement to reopen.



Carl Bruner, Superintendent
Mount Vernon School District



David Willer, President
Mount Vernon Education Association

10-4-12

Date

10-04-12

Date

MEMORANDUM OF UNDERSTANDING
Extra Days for Specialists

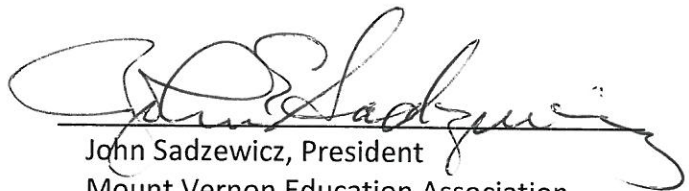
The following groups will be compensated for extra days worked before or after the student school year, and for additional meetings required by their discipline with pay at per diem in the following amounts:

| | |
|------------------------------|---------|
| Psychologists | 10 days |
| High School Counselors | 8 days |
| Other Counselors | 4 days |
| Special Education Teachers | 4 days |
| Librarian | 3 days |
| Nurses | 3 days |
| Occupational Therapists | 3 days |
| Speech Language Pathologists | 3 days |
| Physical Therapists | 3 days |

In addition, high school counselors and nurses will be eligible for the flex days to compensate for time worked beyond the formulas provided above. These flex days will be arranged with the building principal.



Carl Bruner, Superintendent
Mount Vernon School District



John Sadzewicz, President
Mount Vernon Education Association

10-20-11

DATE

10-17-11

DATE

APPENDIX III

REQUEST FOR WAIVER OF COLLECTIVE BARGAINING AGREEMENT

In accordance with Article I, Section 4A of the MVSD/MVEA Collective Bargaining Agreement (CBA), any waiver to CBA language requires the signature of the MVSD superintendent and the MVEA president.

To apply for a waiver, complete the following information and submit to either the MVEA president or the MVSD superintendent. The process of responding to a waiver request may take several weeks.

Name(s) of applicant(s): _____

Current CBA language affected: _____
(include citation)

Waiver sought: _____

Building(s)/member(s) affected by waiver: _____

Duration of waiver: _____

Rationale for waiver: _____
(Use back if necessary)

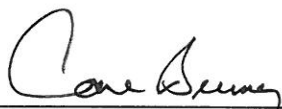
President, Mount Vernon Education
Association

Superintendent, Mount Vernon School
District No. 320

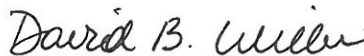
MEMORANDUM OF UNDERSTANDING
Formation of Certificated Evaluation Sub-Committee

In preparation of the changes in the evaluation process that have been mandated by the legislature to be put in place by 2014, The District and the Association will form a sub-committee to examine evaluation language. The intent of the sub-committee is to determine the evaluation tool for MVEA members. A deadline of October 1 will be agreed upon for the establishment of the committee as well as for the selection of its members.

The committee will make an initial recommendation/presentation to the bargaining teams for both the District and the Association by March 31, 2013.



Carl Bruner, Superintendent
Mount Vernon School District



David Willer, President
Mount Vernon Education Association

10-4-12

DATE

10-04-12

DATE

MEMORANDUM OF UNDERSTANDING

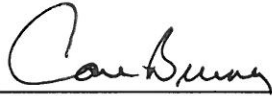
The Mount Vernon School District and the Mount Vernon Education Association share the goal of working together to reduce class sizes, particularly at the K-2 level. The parties acknowledge that achieving this goal is a complex task requiring an understanding of state, federal and local levy funding; the enrollment projection process; staffing ratios; room availability and numerous other factors.

After consideration of the above the parties nonetheless agree to the following steps to achieve actual reductions in class sizes at the K-2 level during the 2012-15 school years:

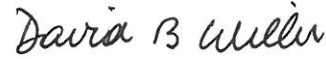
- (1) The district will create a "base-line" consisting of the following 2011-12 information: Grades K, 1, 2, number of sections, average class size at each grade level.
- (2) For the 2012-13 school year, the District will add 4.0 FTE certificated staff to the 2011-12 Kindergarten staffing level. By so doing the expected 2012-13 district Kindergarten average class size will be less than 21 students. The District will maintain this district wide average during the life of this Memorandum.
- (3) In the spring 2013 of the District will use its standard procedure for projecting 1st Grade enrollment for the 2013-14 school year. The parties will work together to ensure mutual understanding of this process as well as acceptance of its results. The parties will also review actual district average 1st grade class size and the actual number of 1st grade teachers. Based on this information the District will add two (2) FTE certificated teachers to the either 1st or 2nd grade levels for the 2013-14 school year.
- (4) In the spring of 2014 the District will use its standard procedure for projecting enrollment for the 2014-15 school year. The parties will work together to ensure mutual understanding of this process as well as acceptance of its results. The parties will also review actual district average 2nd grade class size and the actual number of 2nd grade teachers. Based on this information the District will add one (1) FTE certificated teacher to either the 1st or 2nd grade levels for the 2014-15 school year.
- (5) It is not the intent of the parties to manipulated, alter or significantly change the staffing levels for grades 3-12 during the life of the successor agreement in order to mitigate or reduce the economic impact of attaining the staffing established above.
- (6) Possible future changes and/or reductions to grade 3-12 staffing levels during the life of the successor agreement will be based on student enrollment and program needs.
- (7) During the term of the successor agreement the District will provide MVEA president with monthly reports based on elementary enrollment on each student count date of the year. The report will include school, employee, number of students, and

grade level. The parties will meet at least quarterly to review K-12 staffing information.

- (8) The parties agree that this MOU expires on August 31, 2015. Prior to expiration the parties will discuss whether this process resulted in substantive satisfaction of their mutual interest and negotiate how they should proceed in the future.



Carl Bruner, Superintendent
Mount Vernon School District



David Willer, President
Mount Vernon Education Association

10-4-12

Date

10-04-12

Date

**MEMORANDUM OF UNDERSTANDING
COMMITTEES**

The District and the Association agree to form the following two committees:

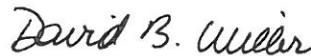
- (1) A committee to study the additional time/duties required of employees at Skill Center and, if needed, compensation formulas appropriate for those duties.

- (2) A committee to study spring conferences at the secondary level. This committee will examine reconfiguring spring conferences, and any possible quid pro quo for time spent by employees in conferences that may be required.

Each committee is charged with providing a recommendation for approval to the bargaining teams by February 1, 2013. Failure to provide a recommendation which is accepted by the bargaining teams will result in re-openers on either side or both of these matters.



Carl Bruner, Superintendent
Mount Vernon School District



David Willer, President
Mount Vernon Education Association

10-4-12

Date

10-04-12

Date

**MEMORANDUM OF UNDERSTANDING
HEALTH CARE BENEFITS
UNDER ESSB 5940**

To implement the changes in the law created by 2012's ESSB 5940, the parties enter the following agreement. Except as specified below, all other insurance terms and conditions of the present collective bargaining agreement shall continue for 2012-2013.

Employees shall select their benefits option from among the offerings provided to the District by its broker. The options shall include the various types of plans required by the new legislation.

Progress to a 3:1 Premium Ratio

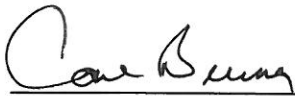
The parties agree to explore additional options for making progress toward a 3:1 ratio between family and single rates in the future. As a part of this effort, future consideration will be given to plans with modified rate structures that create progress toward the target ratio, modification to pooling arrangements and other potential methods.

For 2012-13, a minimum monthly payroll deduction of five (5) dollars from each employee taking a single health plan through the District will be placed in an insurance pool consisting only of members of this bargaining unit. These deposits will be used to offset the premium cost of employees in the bargaining unit with family health plans.

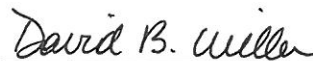
Duration of Agreement

This memorandum of understanding will be in effect for one year.

Agreed on the 28th day of August, 2012.



Carl Bruner, Superintendent
Mount Vernon School District



David Willer, President
Mount Vernon Education Association



Mount Vernon School District No. 320 2012-2013 TRI Schedule based on Leap 1sb Salary Schedule

12.5% of Leap 1sb Salary Schedule + Additional 2.5% Increase=Total 15% of 2012-13 Leap Schedule

| Years of Service | BA | BA+15 | BA+30 | BA+45 | BA+90 | BA+135* | MA | MA+45 | MA+90 or Ph.D. |
|------------------|-------|-------|-------|-------|-------|---------|-------|-------|----------------|
| 0 | 5,010 | 5,145 | 5,286 | 5,426 | 5,877 | 6,167 | 6,007 | 6,458 | 6,748 |
| 1 | 5,078 | 5,215 | 5,357 | 5,504 | 5,959 | 6,248 | 6,074 | 6,529 | 6,818 |
| 2 | 5,142 | 5,280 | 5,424 | 5,582 | 6,036 | 6,328 | 6,141 | 6,595 | 6,887 |
| 3 | 5,208 | 5,348 | 5,493 | 5,656 | 6,109 | 6,408 | 6,204 | 6,658 | 6,957 |
| 4 | 5,273 | 5,419 | 5,565 | 5,734 | 6,190 | 6,491 | 6,271 | 6,727 | 7,029 |
| 5 | 5,340 | 5,487 | 5,634 | 5,812 | 6,267 | 6,574 | 6,339 | 6,794 | 7,101 |
| 6 | 5,409 | 5,553 | 5,705 | 5,892 | 6,344 | 6,653 | 6,409 | 6,861 | 7,170 |
| 7 | 5,530 | 5,676 | 5,830 | 6,027 | 6,486 | 6,803 | 6,539 | 6,998 | 7,315 |
| 8 | 5,708 | 5,861 | 6,019 | 6,233 | 6,698 | 7,027 | 6,744 | 7,209 | 7,538 |
| 9 | 5,708 | 6,053 | 6,219 | 6,440 | 6,916 | 7,256 | 6,951 | 7,428 | 7,768 |
| 10 | 5,708 | 6,053 | 6,421 | 6,658 | 7,140 | 7,492 | 7,170 | 7,652 | 8,003 |
| 11 | 5,708 | 6,053 | 6,421 | 6,882 | 7,375 | 7,734 | 7,394 | 7,887 | 8,245 |
| 12 | 5,708 | 6,053 | 6,421 | 7,100 | 7,617 | 7,986 | 7,628 | 8,128 | 8,498 |
| 13 | 5,708 | 6,053 | 6,421 | 7,100 | 7,864 | 8,244 | 7,869 | 8,375 | 8,756 |
| 14 | 5,708 | 6,053 | 6,421 | 7,100 | 8,112 | 8,512 | 8,118 | 8,640 | 9,024 |
| 15 | 5,708 | 6,053 | 6,421 | 7,100 | 8,323 | 8,733 | 8,328 | 8,865 | 9,258 |
| 16 | 5,708 | 6,053 | 6,421 | 7,100 | 8,490 | 8,908 | 8,495 | 9,042 | 9,443 |

Salary Schedule based on 180 days

*Placement dependent upon credits earned prior to January 1, 1992 (WAC 392.12.261)

Curriculum Rate=Base Hourly x 27%

(ie 33401/1350*27%=31.42)