

COLLECTIVE BARGAINING AGREEMENT



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

9/1/2021 - 8/31/2023

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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

1. 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:
 - Superintendent
 - Assistant Superintendent
 - Executive Director(s)
 - Principals
 - Assistant Principal
 - Directors
 - Assistant Directors
 - Confidential employees as defined by RCW 41.59
2. The District and the Association share the understanding that certificated instructional staff represented under this agreement will be responsible for duties traditionally associated with certificated staff. Among these duties are:
 - Planning instructional activities
 - Implementing whole class instruction
 - Guiding non-certificated staff who are acting in ancillary roles to the instructor
 - Any other duties requiring a certificate as defined in WAC 392-121-200 and subsections not listed in the exclusion in 1. above.

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.

3. Given the nature of the close working relationship between certain teachers and paraeducators, administrators may ask those teachers to orally provide information for the

performance evaluation of the paraeducators they team with in support of their students. Administrators retain the evaluative responsibilities for all paraeducators.

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. 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 or federal funding, the parties agree to meet and discuss modifying certain provisions of this agreement.

Section 4. 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 5. 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 against on the basis of race, creed, religion, color, national origin, families with children, sex assigned at birth, gender identity, gender expression, 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, PL. 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. ASSOCIATION DUES

Section 1. Association Security and Dues

Each employee who is a member of the Association shall pay to the Association, 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 member employee, as per Article VI, Section 4. 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. Protection and Discipline of Teachers, Transfers & Reassignments

A. 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.
5. Employee Discipline

When just and sufficient cause for discipline is determined, the District will typically begin by writing a letter of direction to the employee, which is not a formal discipline step. Future letters of direction will be kept in working files. Past letters of direction issued prior to the date of this signed agreement will remain in staff personnel files as progressive discipline.

If the employee's behavior does not change after this letter of direction, or immediately warrants progressive discipline, the following steps will be employed:

- a. Oral Warning (document in writing).
- b. Written Letter of Reprimand

- c. Suspension without pay
- d. Discharge

Within progressive discipline the District may skip steps when behaviors warrant higher levels of discipline or discharge.

B. Home Visits

No employee will be required to enter a home which they have reason to believe may pose a serious threat to their safety or health. Every first home visit will require two district staff, in order to ascertain the initial level of safety.

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-5).
- b. Secondary teachers will be considered for retention in one category (6-12).
- 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 a and b 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.1-6 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

A. Definitions

1. Assignment: An assignment shall mean a particular grade

level, subject(s) or specialty area assigned to an employee at a given school or work site.

- a. Reassignment: A reassignment shall mean a change in an employee's assignment within their current school.
 - b. Voluntary Reassignment: A voluntary reassignment shall mean a reassignment that an employee has requested.
 - c. Involuntary Reassignment: An involuntary reassignment shall mean a reassignment that an employee has not requested.
2. In-District-Transfer: An in-district transfer shall mean a move by an employee from one (1) school or work site to another.
- a. Voluntary Transfer: A voluntary transfer shall mean an in-district transfer that an employee has requested.
 - b. Involuntary Transfer: An involuntary transfer shall mean an in-district transfer that an employee has not requested.
- B. It is the District's intent to maintain an educational program that achieves the best interests of students and staff.
- C. The District reserves the right to determine which employee will be transferred/reassigned.
- D. The district reserves the right to make an involuntary reassignment or involuntary transfer.
- E. Staff returning from leave will be placed as per Article V, Section 13 and prior to other staffing changes.
- F. A teacher may have to be transferred/reassigned when a change in enrollment or program necessitates an alteration in class offerings.
- G. Based on the premise that it should not be more difficult to get a building/program reassignment than a district transfer, reassignments will take place prior to hiring for new positions if practical.
- H. To comply with the School Board's Equity Policy and action plan, when the District anticipates openings, new staff may be hired with the exact assignment to be determined at a later date.

- I. 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.
- J. Employees shall be assigned in accordance with the regulations of the State Board of Education.
- K. 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 Article.
- L. Reassignments
 - 1. When building administrators are aware of verified open positions in their building for the subsequent school year, they will be communicated to the building staff.
 - 2. Interested building staff shall make the building administrator aware of their desire to be considered for those position by writing to the building administrator. The District will provide interested staff three (3) work days to make such a request before posting the position.
 - 3. The District reserved the right to determine which employee will be reassigned.
- M. In-District Transfers
 - 1. Following reassignments, new and vacant positions will be posted on the District's online application system for at least five (5) work days. Current staff may apply for an in-district transfer by submitting at least a letter of interest using the District's online application system.
 - 2. The District will fill the posted position from the pool of applicants, inclusive of staff who have applied and staff who have been previously hired with placements to be determined. In-district applicants will be interviewed prior to finalizing the selection.

3. 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.

N. Involuntary Transfers and Reassignments

1. 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.
2. 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.
3. Transferred employees 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.
4. 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.
5. No secondary (grades 6-12) certificated employee shall be subject to an involuntary transfer (at the direction of the District/building principal) two times within any five (5) year period.

O. Support for Classroom Moves

1. 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.
 - a. All moving assistance will be coordinated through the building principals.

- b. Building custodians, under the direction of the principal, will be scheduled to provide physical assistance in moving classroom materials within the building.
- c. 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.
- d. District maintenance staff, under the direction of the Maintenance Supervisor, will schedule building-to-building moves.
- e. Excluding specialized class displacement (ex: labs, itinerant staff, physical education, drama, vocational education, business education etc.), secondary teachers (grades 6-12) 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.
- f. 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 may apply to any posted positions.
- B. Upon completion of any in-building reassignments, all new positions and vacancies covered by this agreement will be electronically posted and a document listing posted positions will be sent to MVEA as they become available. The ultimate responsibility to be aware of open positions rests within the employee.
- 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. 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 wishing a transfer may indicate their intent by submitting a letter of interest that provides evidence of their ability to meet the position qualifications. Those meeting all position requirements will be afforded an interview for the position.
- E. The District will notify employees who applied and were not selected. An employee may ask for a conference to review his/her request that was not granted.

Section 5. Job Sharing

For the purpose of this agreement job sharing means the situation whereby two bargaining unit members voluntarily agree in writing to share one position that would normally be filled by one employee. Participation in a job share shall be subject to annual District approval and the District will determine the number of job sharing positions, if any, within the District for that year. The parties acknowledge and agree that while a job share arrangement may be desired by an employee, it is the priority of both the District and the Association to have a sound, consistent and cohesive educational program for the students.

Wages, Hours, and Working Conditions

- A. Job share partners shall be treated in the same manner as other part-time bargaining unit members with relation to compensation and benefits.
- B. Job-sharing certificated employees shall be given experience credit for advancement on the salary schedule based on the employee's FTE.
- C. Continuing contract employees who have been granted a job share may either resign the remaining portion of his/her FTE or apply for a leave of absence for the remaining portion of his/her FTE. If an employee wishes to continue a job share after one year, he/she must resign the leave portion of his/her assigned FTE. After one year the District is under no obligation to hold open the position a job share

partner held before assuming a job share assignment. (For Leave of Association President see Section 5.9)

- D. Should a job sharing participant not be able to complete the job sharing situation for any reason, the district will deal with the situation according to the following priorities:
1. First, offer full time employment to the remaining job sharing person;
 2. Second, seek a compatible replacement, with the remaining partner working fulltime until the replacement can be found;
 3. Third, if the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.

Application Procedures

Employees with satisfactory evaluations who have non-provisional continuing contracts with the District may apply for a job share assignment. Such application should be submitted as a team in writing to the building principal by April 1 of the preceding contract year and indicate the employees' desire to job share the ensuing school year. The proposed teaching combination must have the approval of the building principal and Human Resources.

Responsibilities of job share partners shall be divided and/or allocated according to a written plan designed by the job-share partners with the approval of their immediate supervisor. Items to be addressed in job sharing applications are set forth in Appendix IX.

Section 6. 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 7. Release of Names

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

Section 8. 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 \$175 per full day or \$87.50 per half day for the first thirty (30) cumulative dates worked each school year.
 - 2. Substitutes who have been employed twenty-one (21) consecutive days shall be paid at the per diem rate retroactive to the beginning of their assignment based upon their appropriate position on the teacher's salary schedule currently in force effective the 21st day of employment in one assignment. A sick day or a temporary reassignment to a different position will not be considered a break in the twenty-one (21) consecutive days served.

Substitutes employed under the twenty-one day rule (above) will be compensated for duties that fall outside of the 7.5 hour day at their hourly rate. The number of hours submitted will

not exceed 2.0 hours/day of the assignment. Among the activities that would qualify for additional pay are grading, planning, attending conferences and any other duties that are essential to their assignment.

3. Leaves expected to be 60 days or longer will be filled by using a leave replacement contract. Those employed on a leave replacement contract will no longer be limited by the language of the contract that applies only to substitutes. In the event a leave replacement employee cannot be secured, the position can be filled by a substitute.
4. 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.
5. Substitutes can be asked to perform duties during their planning periods. Substitutes who agree to duties during their planning period will be compensated at their hourly rate.
6. The terms and conditions of this contract that apply to substitutes are limited to those contained in the Agreement as listed below.

Article I Administration

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

Article II Association Dues

1. Association Security and Dues (Substitutes represented by the Association as defined in Article III.8.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. Protection and Discipline of Teachers, Transfers & Reassignments, excluding A1 and A2
7. Release of Names

Article VI Salary and Benefits

5. D. Work Day

Article VIII General Working conditions

1. Academic Freedom
11. Faculty Facilities
12. C. In-district Travel

14. Classroom Visitations

7. Certificated substitutes that have been employed twenty-one (21) consecutive days or more in the same position shall be covered by the list above and the following sections.

Article VI

1. Annual Salaries
2. Miscellaneous Salary Provisions
4. Payroll Deductions

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

ARTICLE IV. STUDENT SUPPORT SERVICES

Section 1. Definitions

- A. For this Article, ESA (Educational Staff Associate) will refer to certificated staff who provide educational services in such roles as:
 - 1. School Psychologist
 - 2. Counselor
 - 3. Physical Therapist (PT)
 - 4. Occupational Therapist (OT)
 - 5. Nurse
 - 6. Speech Language Pathologist (SLP)
 - 7. Behavior Analyst
 - 8. Social Worker

- B. The term IEP means a written statement for each student eligible for special education that is developed, reviewed, and revised in a meeting in accordance with WAC 392-172A-03095 through 392-172A-03100.

Section 2. Compensation

A. Salary Placement

For purpose of salary placement, all related professional experience will be recognized.

B. Additional Days

- 1. 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:

- a. School psychologists: 10 days
- b. High school counselors: 8 days
- c. Middle school counselors: 4 days
- d. Special education teachers: 7 days
- e. Librarians: 3 days
- f. Nurses: 10 days
- g. Occupational therapists: 5 days
- h. Speech language pathologists: 5 days
- i. Physical therapists: 5 days

- 2. Staff completing documentation for Medicaid billing will be compensated with three (3) additional days' pay for the time spent so doing.

C. License Reimbursement

1. The District will reimburse Nurses for any license fees they are required to pay.
2. The District will reimburse the costs required of Occupational Therapists, Physical Therapists, and Speech and Language Pathologists to obtain the licenses and/or certifications required to bill for Medicaid services when said certification is required of the employee by the District.
3. To obtain reimbursement, the employee shall submit evidence of certification renewal and a detailed receipt indicating proof of payment for certification.

D. Lead Nurse Stipend

The lead nurse will be granted a supplemental contract in the amount of 10% of their salary as determined by the district salary schedule.

Section 3. Workload

A. Workload Limits & Overload Remedies

1. In recognition that Student Support Services provides a variety of services that are difficult to compare to one another, the following categories will be used to determine workload limits. This guidance is not intended to be used as a staffing allocation formula. The District retains its management right to determine staffing levels. Staff will be accommodated per the overload remedies described below as provided for within the Student Support Services designated support fund and will be proportional to staff FTE. The District shall provide a fund of \$250,000 each year. When trigger numbers outlined below are reached, staff are eligible for \$30 per day. The Association acknowledges that this fund is the total amount of money available to address overloads for each year of the agreement.

	Trigger Class Size	Trigger Overall Students Served	How Determined
Structured Learning Classroom (SLC), Intensive Learning Classroom (ILC), and Emotional/Behavior Disorder Classroom (EBD)	8	8	Class Roster/IEP Caseload
Resource Room Elementary	10	20	Class Roster/IEP Caseload

Resource Room Secondary	14	20	Class Roster/IEP Caseload
School Psychologist	N/A	750	FE students assigned in building
		75 evaluations per year	
SLP, OT or PT	N/A	45, reduced to 40 if serving students in ILC, SLC, or dual language classrooms	
Counselor	N/A	350 students	FTE in building
Social Worker	N/A	750 students	FTE in building
Nurse	N/A	1000 students	FTE

2. Caseloads should be proportional to FTE. If a part time employee has a workload that is higher than the recommended limits in proportion to their FTE, they will be accommodated per the overload remedies above.
3. At the beginning of each year, Student Support Services Administration or designee will meet with each of the above groups to discuss the specific allocation of workload/FTE.
4. Specialists will be assigned duties that are consistent with their certification. Additional assigned duties will be compensated at the per diem rate and documented by time sheet.

Section 4. Accommodations for Itinerant Workers

- A. 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
- B. 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.
- C. 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.
- D. 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 Superintendent's designee.

ARTICLE V. SAFETY AND STUDENT DISCIPLINE

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. Employee Responsibility and Right to Discipline

The certified employee is an educational professional who has an affirmative responsibility to implement and maintain effective discipline as required by the Board of Directors. Employees are empowered to take disciplinary action to correct a student who disrupts normal classroom activities, abuses or insults an employee as prohibited by law, willfully disobeys an employee, uses abusive or foul language directed at a District employee, school volunteer, or another student, violates school rules, or who interferes with an orderly education process. In discharging this responsibility, certificated personnel agree to maintain professional expertise in the area of student discipline.

C. Written Building Guidelines and Procedures and Annual Review

Each building shall have written guidelines and procedures regarding student discipline. Such guidelines and procedures, and any actions dealing with student discipline, must be consistent with the adopted Student Rights and Responsibilities Policy and with Washington State codes and law. Each building will hold a training ideally prior to the start of the school year and at least prior to September 30 in order to review written school and District disciplinary standards and to discuss uniform enforcement of those standards. This training may also be used to update all employees regarding applicable federal, state and local laws, and District rules, regulations and procedures pertaining to student rights and

processing of student discipline. This training will include school-wide and common area expectations and other elements of the school student management plan. Beginning in the 2018-19 school year de-escalation strategies will also be shared with staff.

D. Board and Administration Support

The board and administration shall support employees in the application of reasonably disciplinary measures to maintain order and discipline, to protect the safety and well-being of pupils and employees and to control the conduct of students to ensure that the mission of educating students may be achieved.

E. Removal from Learning Environment

In the event that student behavior creates a risk to student or staff safety, the student will be removed from their learning environment until such time as a conference can be held with the principal and affected staff to determine means by which a safe environment can be restored. A behavior specialist may be used to suggest strategies. Except in emergency circumstances, the teacher first must attempt and document one (1) or more alternative forms of corrective action.

If the behavior is the result of an identified or suspected disability, an appropriate special education and/or 504 team shall be consulted to identify appropriate interventions. The District and the Association recognize that there are times when the risk posed by the presence of certain students requires the placement of students in a different environment for the protection of staff and students in the classroom. In such cases a recommendation would be made to the IEP team.

In both instances described above, staff and the District must comply with the provisions outlined in OSPI Bulletin 050-16 and based upon legislation passed in 2016 (4SHB 1541) regarding exclusions and access to educational services during exclusions.

F. Support For Potentially Violent Students

Communication with directly involved staff regarding a student that has documented violent or sexually aggressive behavior in the past is of paramount importance to the district. In good faith, the district will communicate to these required staff in a timely and transparent manner.

School based teams, inclusive of district staff and parents, will determine appropriate supports, interventions, modifications

and placements for students who have documented violent or sexually aggressive behavior so as to ensure the safety of staff working directly with those students. This consideration may require intensified interventions through the use of behavior support specialists trained in de-escalation and behavior modification.

G. Student Offenses

A student committing an offense under RCW Chapter 9A.36 (assault, physical harm), 9A.40(kidnapping, unlawful imprisonment, custodial interference, luring, trafficking and coercion on involuntary servitude), 9A.46 (harassment), or 9A.48 (arson, reckless burning and malicious mischief) when the activity is directed toward the teacher, will not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned without the mutual consent of the teacher and principal.

H. Disruption of Class or Activity

Any student who creates a disruption of the educational process in violation of building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee, parent or guardian when possible, and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt and document one (1) or more alternative forms of corrective action.

In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or his or her designee, parent or guardian when possible, and the teacher have conferred, whichever occurs first. In such instances of temporary removal, the employee has the right to be consulted with regard to the facts of the situation and any actions to be taken with the student, including recommended suspension or expulsion.

In the circumstances described above in Letter G, staff and the District must comply with the provisions outlined in OSPI Bulletin 050-16 and based upon legislation passed in 2016 (4SHB 1541) regarding exclusions and access to educational services during exclusions.

I. Discipline of Special Education Students

Special education students may be suspended for up to ten cumulative days in a school year without resort to special processes or parental consent. Suspension for a partial day constitutes one (1) day. School personnel may remove a student to an interim alternative educational setting for not more than forty-five school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- a) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of a school district;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a school district; or
- c) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a school district. (WAC 392-172A-05145)

J. Right to Defend Self or Others

An employee has the right to defend himself/herself or others when endangered by violent behavior. Also recognizing that depending on the age and size of the students involved, physical interventions may or may not be appropriate to halt physical abuse or violence.

K. Timely Administrative Response

The appropriate administrator will respond and give attention within no more than three (3) working days to all employee request regarding discipline problems beyond the employee's classroom management plan. This paragraph is not intended to broaden the time limitations contained in paragraph H of this section.

L. Right to Recommend Suspension or Expulsion

Employees have the right to recommend suspension or expulsion of a student. Where such recommendations are made, but not agreed by the administration shall, after receiving a written request outlining the employee's recommendation and the reasons therefore, provide an explanation to the employee regarding their disposition of the recommendation.

M. Review of Injuries Caused by Student Misbehavior

The Association President and the Assistant Superintendent or HR Director will evaluate any incident involving injury to staff caused by student misbehavior within a week of the incident.

N. Safety Equipment

When student behaviors make it necessary to protect staff and/or students with safety equipment, the district will provide appropriate safety equipment upon identification of the need for such equipment. If safety equipment is not available in a timely manner, the parties will communicate and determine alternatives for the interim period of time.

O. Time to Decompress

When a significant student behavioral incident occurs, building administrators will provide a reasonable amount of time for staff to decompress if needed. The teacher and administrator will mutually agree to the time needed.

ARTICLE VI. SALARY AND BENEFITS

Section 1. Annual Salaries

- A. Placement on the salary schedule will be based on level of education and years of service according to the rules on the 2017-2018 S-275 report.
- B. Salary advancement 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 2017-18 S-275 report.
- C. Supplemental contracts for the enrichment of the educational program 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 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. Either party may reopen salary negotiations if 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 if there is legislative action that significantly impacts this agreement.
- E. The parties understand that benefits contained in this agreement shall be prorated according to an employee's FTE except for health benefits, which shall be provided at 100% for all teachers, including substitutes who meet the eligibility requirements outlined in Section 3 below.

Section 3. Insurance Contributions

- A. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the School Employees' Benefits Board (SEBB), school year shall mean September through August and shall also be referred to as the eligibility year. The District will implement the School Employee Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
- B. Benefits provided by SEBB to eligible employees include:
 - Basic Life and accidental death and dismemberment insurance (AD&D)
 - Basic Long-term Disability
 - Vision
 - Dental
 - Medical Plan

C. Employee eligibility for insurance benefits is subject to the following terms:

1. All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work 630 hours or more in an eligibility year, inclusive of additional hours, so long as they maintain an employee/employer relationship.
2. Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
3. All compensated hours in any position within the District shall count for purposes of establishing eligibility.
4. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.
5. Once an employee is enrolled in benefits, the employee will receive uninterrupted coverage from one school year to the next as long as:

The employee receives SEBB benefits at the end of a school year and the District anticipates that the employee will work at least 630 compensated hours the following year.

6. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

D. Benefit Enrollment and Continuity of Coverage

Benefit enrollment and continuation of coverage shall be subject to the following terms:

1. In the month of September, benefit coverage for eligible employees begin September 1, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
2. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.
3. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year the employee will become eligible for benefits to begin the month after attaining 630 hours.

E. Leaves

In the event a teacher takes paid or unpaid leave, the following shall apply:

1. Paid leave hours shall count towards eligibility for benefits under this section.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020
3. An employee who returns from approved leave without pay will maintain or establish eligibility for the employer contribution if their work schedule, had it been in effect at the start of the school year, would have resulted in the employee being anticipated to work the minimum hours to meet SEBB eligibility in the school year. A school employee who regains eligibility under this policy establishes eligibility for the employer contribution towards SEBB benefits as of the date they returned from approved leave, and coverage will become effective the first day of the month following the employee's return to work.

F. Benefit Termination

The following terms shall apply for termination of benefits:

1. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

2. When employees eligible for benefits separate from employment, after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be August 31.

G. Substitutes

The District will not sever the employee/employer relationship with substitute in order to avoid initial or ongoing benefit eligibility.

H. Legislative Changes and Reopeners

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions either party can reopen this agreement for negotiations over the changes.

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.
- 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, checkout procedures must be completed within five (5) working days after the last contract day.
- D. The normal workday 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. The building administrator will compensate members at the per diem rate or offer release time as quid pro quo for Open House.

There will be no more than three hours of building directed meetings per month. Such meetings may be held before the student day, ending no later than 15 minutes before the start of the student day, or at the end of the student day, starting no sooner than 15 minutes after the end of the student day. Meetings will last no more than one hour each.

These meetings can have any of the following purposes:

- Regular staff meetings
- PLCs
- Department/Grade Level meetings
- Essential trainings

- 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.

- F. 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. 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)
- B. For the reasons stated above, the District will provide a supplemental contract to compensate for professional growth, performed outside of that funded by the state. In addition, the supplemental contract will be compensation for 30 additional hours to be used for the following purposes:
- 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
 - Professional development
 - Other activities that serve to enrich the basic education program as agreed upon between the employee and their supervisor.

Documentation of these hours will occur through sign-in sheets. Staff that are unable to complete the 30 hours by the third week of August will have their pay adjusted accordingly in the August paycheck.

Staff members must complete the 30 hours or be enrolled in professional development sufficient to complete the 30 hours by the

end of school. Training may be used that occurs prior to the last week of August.

Trainings that occur in the first three weeks of August may be applied to the previous or subsequent year, at the discretion of the staff member.

Each building principal will create a menu of training for their staff that counts toward the 30 hours, combining both building-based and district- based trainings.

The menu will be published by the principal on or before October 1 and include at least 40 hours of training opportunity.

Staff are expected to complete 22.5 hours of the trainings by February 1 and complete all 30 by the last day of school.

Counselors, nurses and other specialists with mutual approval of their supervisor may flex the 30 hours as compensation for duties performed prior to the start of the school year. Submission for pay for these days can be by time sheet or by sign in sheets on the non-students days at the staff member's discretion.

1. Supplemental hours will be assigned in contiguous blocks of time when possible.
2. When supplemental hours are used for more than a half a day, a 30-minute break for lunch will be provided as a part of the enrichment hours.
3. If travel is required, 45 minutes will be provided for lunch and travel between different locations.

This supplemental contract will be in the amount indicated in the attached salary schedule per year. Payment for this supplemental contract shall be made in twelve (12) equal monthly installments.

4. Also, as part of the supplemental contract, all employees will receive 7.5 hours to support professional development which is chosen at the employee's discretion. The professional development must be relevant to the employee's assignment, renewal of certification, pursuit of an additional degree or certification, or to possible future assignment of the employee.

Participation in the duties described by this supplemental contract will be documented by a mutually

agreed upon form that is appended to this agreement.

Staff that is unable to complete the 7.5 hours by the third week of August will have their pay adjusted accordingly in the August paycheck.

Staff members must complete the 7.5 hours or be enrolled in professional development sufficient to complete the 7.5 hours by the end of school. Training may be used that occurs prior to the last week of August.

Trainings that occur in the first three weeks of August may be applied to the previous or subsequent year, at the discretion of the staff member.

D. VEBA Account

The District agrees to pay an amount of \$900 annually into a VEBA account for each employee. The contributions will be disbursed in two installments in December and July.

E. Transition Time

To facilitate a smooth transition between semesters, there will be a Duty free, non-student day scheduled between semesters. This day is not compensated, and on-site attendance is optional.

F. 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. Funds not used during the contract year for which they were budgeted will not carry forward into the following contract year.

Section 7. Rate of Pay

The District and the Association recognize only one rate of pay: per diem. The per diem rate of pay is calculated by dividing the employee's base rate of pay by 180. Hourly pay will be calculated as the per diem rate of pay divided by 7.5.

The District maintains the right to set payment amounts for voluntary activities beyond the duties described elsewhere in this agreement.

For all duties for which payment is offered, payment will be at the per diem rate with the exception of flexible payments which can be used to compensate for projects or activities which are better defined by the product produced or the responsibilities involved than by time in attendance. The amount of such payments shall be arranged by mutual agreement with the individual(s) involved and the District.

Section 8. Dual Language Program Stipends

- A. To support the additional responsibilities and expectations of transitional kindergarten and elementary classroom dual language teachers, as well as secondary teachers working as part of an English/Spanish pair or a middle school ELA/SLA/Social Studies trio, a \$5,000 stipend will be issued. This stipend will be prorated commensurate with the FTE that the teacher spends providing services in the dual language program. The stipend is intended to support the following additional responsibilities and expectations:
 - 1. additional collaboration and planning
 - 2. additional conferences
 - 3. instructional material translation
 - 4. report card preparation
 - 5. biliterate curriculum development
- B. Teachers in the above-mentioned categories will also receive an additional \$300 per year for the purchase of books and supplies needed for the classroom and/or instruction. This allotment will be in addition to any classroom funds provided in their building's budget.
- C. To support the additional responsibilities and expectations of certificated staff who support a dual language program but do not fall in the above-mentioned categories, a \$2,500 stipend will be issued. For secondary teachers, this stipend will be prorated per the FTE that is involved in teaching content in Spanish. This stipend will be prorated commensurate with the FTE that the teacher spends providing services in the dual language program. This stipend is

intended to support the following additional responsibilities and expectations:

1. additional collaboration and planning
2. instructional material translation
3. biliterate curriculum development

Section 9. Support Personnel Schedule

Calculation Formula:

Base Salary X 0.78 X Responsibility Factor = Stipend Amount

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

Section 10. 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 MOU.

Section 11. 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).

ACTIVITY

CO-CURRICULAR ACTIVITIES

Calculation formula: Base Salary X 0.78 X Responsibility Factor

	<u>Responsibility Factor</u>
ASB Advisor	0.12
Band – High School	0.10
Middle School (2)	0.025
Vocal – High School	0.10
Orchestra	0.0375
Skagina	0.05
Bulldog Advisor	0.05
High School Video Production	0.05
Digital Literacy Coach	0.03
FBLA Advisor	0.07
FFA Advisor	0.13
DECA Advisor	0.07
FCCLA	0.07

EXTRA-CURRICULAR SCHEDULE

ELEMENTARY PROGRAMS

Young Authors	0.004
Student Librarians	0.008

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 VII. LEAVES**Section 1. Leave Calculations
(Applies to all leaves)**

- A. Leave time shall be calculated to the nearest half-day, except when used as a supplemental benefit coordinating with PFML, as outlined in Section 2(E)1(a) below.
- 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 VII 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 VII, Section 8. Health Leave.

E. Paid Family and Medical Leave

In accordance with RCW 50A.15.020, employees apply for paid leave directly with the state.

If the employee's leave is expected (for example, they are expecting a baby), they must give the District written notice at least 30 days in advance.

1. Paid Family and Medical leave is available when an employee needs time off to care for yourself or a family member as stated below:
 - a. Medical Leave is for your own serious health condition that prevents you from working.
 - b. Family Leave is for when you need to care for a family member with a serious health condition or welcoming a new baby or child into your family.
 - Spouses, domestic partners
 - Children (biological, adopted, foster or stepchild)
 - Parents and legal guardians (or spouse's parents)
 - Sibling
 - Grandchildren
 - Grandparents (or spouse's grandparents)
 - c. Military Family leave allows you to spend time with a family member in the military that is about to be deployed overseas or returning from overseas deployment.
 - d. Because of any qualifying exigency as permitted under the federal Family and Medical Leave Act, 29 U.S.C. Sec. 2612(a)(1)(E) and 29 C.F.R. Sec 825.126(b)(1) through (9), as they existed on October 19, 2017, for family members. Family member shall be defined as spouses, domestic partners, children, parents, siblings and grandparents; as well as step-relatives and in-laws of the same degree of relationship.
2. Employees will be provided PFML up to the limits set forth in RCW50A.15.020:
 - a. 12 weeks: in general, Washington workers are eligible for up to 12 weeks of Paid Family and Medical Leave per

year. For people taking leave to recover from a serious illness or injury or to take care of a family member with a serious medical need, the amount of paid leave they can take is determined by a medical provider and based on the amount of time that is medically necessary.

- b. People taking leave to bond with a new baby or child qualify for at least 12 weeks of paid leave.
- c. 16 weeks: Workers may qualify for up to 16 weeks of paid leave after giving birth to a baby or if they have a personal medical event and a family caregiving event in the same year—like recovering from a surgery and caring for an ill family member.
- d. 18 weeks: If someone experiences a condition in pregnancy that results in incapacity, they may be eligible for up to 18 weeks of paid leave.

3. Conditions for use of PFML

- a. Employees may choose to use accrued sick and personal leave to supplement such paid leave received under PFML up to 100% of their base salary. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. The employee will notify the District of this election prior to the employee's PFML leave. To receive compensation, the employee will provide document verification of the Weekly Benefit Amount letter (WBA) and documentation of weekly deposits received from Employment Security Department (ESD). Documentation must be received by the 10th of the month to be processed with the current month's payroll.
- b. One week as referenced in this section is defined as five working days.
- c. One year to use it: Employees can use the paid leave they qualify for at any time in the year after their leave starts.
- d. According to guidance from the State, the leave periods referenced in this section will be granted to each employee individually; nothing in this section will be construed to suggest that any employ must limit the duration or timing of their PFML due to the timing of duration of any other employee's PFML.

- e. PFML may be taken in non-contiguous increments at the employee's discretion through the district.
- f. PFML must be taken in full day increments through the Employment Security Department (ESD).
- g. When an employee is eligible to apply sick leave or PFML, the employee may choose which will be applied. It is not necessary to exhaust sick leave or personal leave prior to the application of PFML.

4. Notification

- a. The employee is responsible for notifying the payroll department regarding the type of leave they are choosing to utilize.
- b. If the leave is foreseeable, the employee will notify the District at least 30 days before the anticipated beginning of the leave.
- c. If the necessity for the leave is sudden, the employee must notify the District as soon as possible.

5. Eligibility

- a. Employees are eligible for family and medical leave benefits as provided in this title after working for at least eight hundred twenty hours in employment during the qualifying period.
- b. Qualifying period as used above will be defined as the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave.
- c. In the event that an employee with a new child exhausts all paid leave options, they will be granted unpaid leave to make up a full year of absence for the purpose of childcare and parental bonding.

6. Continuity of Experience and Benefits

- a. Experience credit will not be granted to employees exercising unpaid leave.

- b. An employee on approved leave under the Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or current state rules, regulations and guidelines.

F. 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.

G. 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.

H. 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 VII, 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 four (4) 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 two (2) or more personal leave days consecutively will notify the immediate supervisor at least three (3) days in advance in person or by email.
- C. Lesson plans have been prepared and delivered to the employee's supervisor or designee prior to the leave date.
- D. Substitute can be obtained for the day of absence.
- E. This leave will not be granted during the first five (5) or the last ten (10) work days of the instructional year. However, in extraordinary circumstances, an employee may request the Superintendent/designee to grant personal leave beyond these conditions.

The provisions of this item E are not grievable.
- F. This leave shall not apply to any day covered by optional day contracts.
- G. This leave is not transferable, and will not be deducted from disability leave.
- H. An employee may accumulate up to a maximum of six (6) days of personal leave at any given time. Any leave greater than two (2) days or 15 hours will be cashed out with the July payroll at the substitute rate. This leave will not be deducted from sick leave.
- I. Personal leave may be used in conjunction with one (1) day of emergency leave as outlined in Article VII, 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 incurrence 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 who 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. Crisis Support Leave

Bargaining Unit Members who provide services through the District Crisis Support Team will be granted one (1) day of leave time following a District crisis event. This day will be used within (5) working days following a District crisis event.

Section 13. 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 14. 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 15. Leave Sharing

A. 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.

- B. Employees will be eligible to receive shared leave if:
 - 1. They, a relative or a household member suffers from an illness, injury, impairment or a physical or mental condition which is of an extraordinary or severe nature.
 - 2. They have been called to duty in the uniformed services.
 - 3. A state of emergency has been declared anywhere in the United States that requires the employee's specific skills to respond to the emergency or its aftermath.
 - 4. They are a current member of the uniformed services or are the spouse of a member of the uniformed services and are required to attend appointments or treatments for a service related injury or disability or to provide assistance to a service member requiring such treatments.
 - 5. They need time for parental leave.
 - 6. They are sick or otherwise disabled because of pregnancy, before or after delivery.
 - a. For a pregnancy disability or for Parental Leave, 40 hours of sick leave can be maintained when applying for shared leave.
 - 7. They are the victims of domestic violence, sexual assault or stalking.
- C. The Mount Vernon School District utilizes a shared leave program with other districts and state employees per MVSD Board Policy #5406.

Section 16. 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 VIII. 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. Intellectual Property Rights

Materials created by staff on their own time, without use of District equipment will be the property of the staff. Any materials created on District time with the use of District resources will be the property of the District.

Section 3. 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 4. Preparation Time

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

A. Elementary Preparation

1. On early release days that involve reduced instruction time, all preparation and planning time shall be reduced proportionately to the reduction in instructional time.
2. Unless prevented by emergency conditions, all 1.0 elementary teachers will have 55 duty free (non-directed) minutes per day for preparation and planning. Planning time minutes will be contiguous when possible.
3. With the exception of early release days for PLCs, any elementary teacher whose planning time is adversely affected by 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.

4. Planning and preparation time will be free of other assigned duties.

B. Secondary Preparation

1. All teaching staff, grades 6-12, shall have a daily preparation period of at least one full instructional session's length.
2. Part-time certificated employees under individual contract with the District shall receive preparation time on a prorated basis.
3. Preparation time shall be provided to each teacher beginning the first day of school

Section 5. Conferences

A. Elementary Conferences

Elementary conferences will occur twice per year, once in the last week of October, and once in the week before Spring Break.

1. In the fall, four (4) days of conference week. Tuesday through Friday will be early release days for students. In the fall, teachers will work full days, with Tuesday set aside for preparation and Wednesday through Friday set aside for conferences. On one day during this week, teachers will be required to stay late for evening conferences. As quid pro quo, teachers may leave work 2 hours early on the day before Thanksgiving.
2. In the spring, all five (5) days of conference week will be early release. Teachers will work full days, with Monday set aside for preparation and Tuesday through Thursday set aside for conference. On one day during this week, teachers will be required to stay late for evening conferences. As quid pro quo, teachers may leave work 2 hours early on the Friday before Spring Break.
3. It is the expectation that all parents will be allowed the

opportunity to conference in the above time frame. Teachers will attempt to schedule conferences for all their parents. In the event that a teacher holds more than 24 conferences, that teacher will receive compensation at a rate of 20 minutes per conference.

B. Secondary Conferences

1. For fall conferences, staff will be provided one (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.
2. For grades 9-12 spring conferences, an early release shall be provided the day of conferences, an early release or late arrival shall be provided the day following conferences, and an early release will be provided the day before Spring Break.
3. For grades 6-8 spring conferences, a two early release days shall be provided: one the day after conferences and one the day before Spring Break.

Section 6. Early Release and Professional Learning Communities (PLCs)

A. Purposes of Professional Learning Community (PLC)

1. The Mount Vernon School District and the Mount Vernon Education Association believe that PLCs should be meaningful and relevant to staff, and align with current research and best practices. We also believe they provide important professional learning opportunities and represent an avenue to improve academic outcomes for our students. Collaboration is a systemic process in which employees work together, interdependently, to analyze and impact their professional practice in order to improve individual and collective student growth.
2. The work of the PLC will be grounded in the four guiding questions:
 - a. What is essential for students to know?
 - b. How will we know when students have learned the material?
 - c. What intervention will we put in place when students don't learn the material?
 - d. What do we do if students already know the material?

B. PLC Guidelines

1. PLCs consist of staff members who share an instructional focus.
2. PLC work is determined by the team itself, guided by the four questions, aligned to key student academic outcomes prioritized by the district strategic plan.
3. PLCs must meet at a District site; staff members should inform their principal if they are meeting away from their assigned building.
4. Are supported by principals and others and involve principals and others due to their shared interest in and responsibility for student growth.
5. Individual staff members will select the PLC(s) in which they affiliate.
6. Staff members have the opportunity to participate in more than one PLC, recognizing that effective PLCs require continuity.
7. Must address one or more of the four essential questions with the intention that each question is addressed in the course of collaborative planning and reflection.
8. PLCs communicate in writing to the principal about their activities as they relate to their goals and strategies to improve student learning. Bullet-pointed meeting minutes in a shared electronic document will be sufficient to fulfill this requirement. (no form required).
9. Each building will provide clock hours for participation in PLC meetings.
10. The District and the Association understand that certain staff members are not easily associated with traditional (job alike) PLCs, for example, specialists or staff assigned to multiple buildings. For such staff, the PLC structure may need to be adjusted to best meet their needs. Some examples of differentiation for such staff may be:
 - a. Staff may be part of a PLC of their choice within their building
 - b. Staff could form a PLC with staff from other buildings based on instructional focus

- c. Staff could form a PLC focusing on topics other than specific curriculum, i.e. high yield strategies, classroom management, etc.
 - d. In some cases it may be more appropriate for staff to use a combination of these options.
11. The purpose and goals of the PLC will be guided by the following framework:
- a. The work of the PLCs will be an ongoing process of collective inquiry and action research to support student growth.
 - b. PLC teams recognize the importance of data and will use data to inform the decisions and work of the team.
 - c. Leadership will be shared and distributed among the participants of each PLC team. Sharing leadership among team members increases capacity and builds a belief in the school's collective ability to positively affect student learning.
 - d. A major focus of the PLC is on student learning where employees work and learn together, as they reflect on the effectiveness of their practice and needs, interests and skills of their students.
12. Collaborative teams engage in collective inquiry into their practice by:
- a. Examining data on student progress;
 - b. Analyzing student work;
 - c. Determining effective strategies to facilitate learning;
 - d. Determining professional development to facilitate student learning;
 - e. Designing and critiquing powerful lessons;
 - f. Developing student growth goals based on student achievement data;
 - g. Sharing work with team members;
 - h. Reflecting on the efficacy of their practice.

C. Early Release Time for PLCs

1. There will be two-hour early release each Wednesday of the school year for all elementary staff. This time will be used for the following purposes: Planning & Preparation and Professional Learning Communities. Parties commit to work toward an equitable utilization of the time referenced above.
2. At the secondary level the two-hour early releases will be scheduled on Wednesday twice monthly, with the exception of

June. These early release days will be scheduled to occur on opposite days of alternating schedules (one green day, one white day per month, for example). This time will be used for collaboration following the guidelines developed for professional learning communities and attached to this agreement. This early release schedule is designed for LaVenture, Mount Baker, and Mount Vernon High School.

Section 7. Assessment Committee

1. Each school year, the District and the Association will assemble an Assessment Committee. The purpose of this committee is to serve shared interests in conforming to law where applicable, engaging students in meaningful, relevant assessments, limiting infringement on instructional time, and ensuring that assessments provide important summative and formative value for teachers, families and district leadership.
2. The Association and the District will each be allowed to appoint up to five (5) members of the Assessment Committee.
3. Annually, the District will share an assessment calendar with the committee. This will occur no later than October 15. The committee will discuss assessment workload implications and supports available to conduct various assessments. If externally required assessments are scheduled once the calendar is shared, committee members will be notified and the calendar will be updated.
4. No standardized or District-wide classroom-based assessments other than those listed in this calendar, unless externally required, shall be administered unless mutually agreed by the District and Association.

Section 8. 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 9. District Class Size/Workload

The District and the Association recognize class size as an important factor in student learning.

A. Class Size Limits

The recommended class size 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

B. Caseload/Workload Size Limits

Caseload-Defined as the total number of IEPs managed by a certificated staff member.

Workload-Defined as the IEP/caseload with consideration given to type/severity of student disability.

ELL Caseload (K-12)	100 with a second adjustment at 130
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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-5 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.

C. 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.

D. 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 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.

E. 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 are 3 students or more 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	Secondary Teachers	Secondary Teachers
\$30.00 per day	\$10 per hour contact time	\$10 per day	\$10 per hour contact time (\$14/class)

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.

F. 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 \$300,000. 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 and Running Start. (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.

G. 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.

H. Conditions

The above agreement will be in effect if:

1. The District continues to pass its local levies.
1. 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 10. Split Grade Level Classes

In recognition of the extra time required to plan and deliver curriculum to two grade levels simultaneously, K-5 employees with split grade levels classes, will be paid 1 extra day at per diem.

Section 11. 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.
 1. No secondary employee will be required to move room to room more than twice in five years.
- 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.

Section 12. 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.
 - 1. Employees required to travel between buildings on the same day shall be provided adequate time for travel. Where necessary, this time will include a reasonable amount of time for classroom preparation (for both exiting and entering classrooms). Travel time will be exclusive of lunch and preparation time.
- 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 13. Library Funds

The District will provide each school library with funding for the purchase of new materials at the annual rate of \$10 per student FTE served.

Section 14. 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 15. 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.

Section 16. Overnight Supervision, Camp Orkila and Mountain School

When staff is in supervisory positions on overnight trips they will be given \$150/night as compensation. The District shall determine the necessary number of staff to supervise.

In addition, there will be an orientation prior to the overnight trip during which staff will be given clear directions describing the

expectations regarding their duties while on the overnight trip. Supervision of these overnight field trips will be voluntary.

ARTICLE IX. EVALUATION

Section 1. Purpose

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. It is the belief of both parties that the evaluation process will be most effectively implemented when there is strong collaboration between the evaluator and the bargaining unit member.

Section 2. Applicability of Teacher/Principal Evaluation Program (TPEP)

The Teacher/Principal Evaluation Program (TPEP) only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction for students.

The term “classroom teacher” for the purposes of evaluation, does not include bargaining unit members who do not work with regularly recurring and specifically defined groups of students or those who serve a role that does not easily lead to a measurement of student growth between two points in time in a given academic year. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, Article VII, Section 13 of this agreement.

Presently, the following assignments have been identified as not meeting this definition: Speech Language Pathologists, Occupational Therapists, Physical Therapists, Nurses, Psychologists, Counselors, Secondary Librarians, Social Workers, Dean of Students, Behavior Support Specialists, Teachers of the Visually Impaired, Teachers of the Deaf, Mental Health Counselors, and Instructional Support Specialists(Coaches). In the event a new assignment is created during the life of this agreement, the parties will meet and determine the appropriate evaluation system based upon the definition above.

Section 3. Professional Development

Prior to being evaluated under this Article, the District shall provide professional development relevant to the framework and evaluation process. Teachers shall receive adequate professional development to comprehend the framework and understand the evaluation process.

Each employee will be provided a copy of the evaluation criteria, observation forms, Student Growth Goal Setting forms, and other procedural components for either the comprehensive or the focused evaluation, depending upon the employee's placement. These forms are provided as a template and are to be used at the discretion of the employee, with the exception of the pre-observation form, which may be required by the evaluator. Principals will provide the material noted above to employees under their supervision within fifteen (15) days prior to their first observation or by October 15, whichever is sooner. Employees hired after October 15 will receive materials specific to the comprehensive evaluation within fifteen days of employment.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement.

Section 4. Definitions

1. Criteria - One of the eight state defined categories to be scored.
2. Component - A subsection of each criterion which provides more information about each criterion.
3. Artifact - Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Artifacts should only be used: (1) to support components that are not directly observable and (2) provide evidence when the Evaluator did not find sufficient evidence to support a score of proficient or distinguished during direct observation. Additionally, tools or forms used in the evaluation process may be considered artifacts.
4. Evidence - Means observed or observable practice, products or results of a certificated classroom teacher's work that demonstrates his/her knowledge and skills with respect to the four-level rating system. Evidence is derived from day to day work. Information obtained from anonymous sources is not considered evidence. Information obtained from student and parent sources is not considered evidence unless substantiated. The original claim will not be referenced or contained in the evaluation file. Student and parent surveys are not considered evidence.

5. Student Growth - The change in student achievements between two points in time in the current school year.
6. Student Growth Data - Data obtained from relevant and appropriate multiple measures. Measures may include both formative and summative assessments that predominately originate at the classroom level and are initiated by the teacher such as classroom based assessments, school based assessments, and district assessments. The teacher shall select the two (2) points of time within the same school year. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
7. Four-level rating system means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.
8. Not Satisfactory - When a teacher receives a Level 1, Unsatisfactory summative score (1) or a Level 2 Basic (2) if the classroom teacher is on a continuing contract with more than five years teaching experience and the teacher received a Level 2 comprehensive summative evaluation rating for two consecutive years or for two years within a consecutive three year period.
9. Evaluator - A certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement.
10. Observe or Observation-means the gathering of evidence made through classroom worksite visits or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

Section 5. Criteria, Framework, and Scoring

- A. The state evaluation criteria are:
 1. Centering instruction on high expectations for student achievement;

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

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Dr. Robert Marzano and approved by OSPI. The instructional framework is included the appendix section of this agreement.

Upon mutual agreement the parties may select a different OSPI-approved instructional framework.

C. Criteria Performance Scoring

1. The following four-level rating system will be used to evaluate certificated classroom teachers as defined below. The rating describes performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance ratings are:
 - (1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention and specific support.

- (2) Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers or principals early in their careers but insufficient for more experienced teachers or principals. This level requires specific support.
 - (3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
 - (4) Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher or principal would need to have received a majority of distinguished ratings on the criterion scores. A teacher or principal at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.
- 2. A classroom teacher will receive one of the four performances ratings for each of the eight criteria.
 - 3. The average of the component scores in each criterion will be the score for that criterion. When a final criterion score includes a fractional number (for example 2.3) all scorers with a fractional number of .5 or above will be rounded up. For example, a score of 2.3 would result in a final criterion score of 2 (Basic) and a score of 2.5 would result in a final criterion score of 3 (Proficient).
- D. Summative Performance Rating for the Comprehensive Evaluation

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows (see appendix "Comprehensive Evaluation Scoring):

1. 8-14 – Unsatisfactory
2. 15-21 – Basic
3. 22-28 – Proficient
4. 29-32 – Distinguished

E. Student Growth Criterion Score for the Comprehensive Evaluation

Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below (see appendix --“Comprehensive Evaluation Scoring”):

1. 5-12 – Low
2. 13-17 – Average
3. 18-20 – High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. The teacher will identify the formal and informal assessments of student progress they propose to use to measure student progress on the student growth goal-setting template (Appended to this Article). During the goal setting conference the employee and his/her evaluator will discuss identified student growth goals and assessments used to measure identified goals. The teacher and evaluator will reach consensus regarding final goals and assessments. If the teacher and evaluator are unable to reach consensus, the teacher's decision will stand if the employee was evaluated at a proficient level or above in the previous year. If the employee is a provisional employee or is a continuing employee rated below proficient in the previous year, the evaluator's recommendation will stand.

The following are the outcomes of the student growth impact rating analysis:

1. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, he/she must be automatically moved to the 3 – Proficient level for his/her summative score.
2. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan.

3. Within two months of receiving a Low on student growth or at the beginning of the following school year , the teacher will identify and the evaluator must initiate the following:
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school district, and state-based tools and practices and/or;
 - b. Examine extenuating circumstances which may include one or more of the following:
 - i. Goal setting process;
 - ii. Content and expectations;
 - iii. Student attendance;
 - iv. Extent to which curriculum, standards and assessment are aligned; and/or
 - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics:
 - i. Student growth goal revisions, refinement, and progress;
 - ii. Best practices related to instruction areas in need and curriculum
 - iii. Best practices related to growth data collection and interpretation; and/or
 - d. Create and implement a professional development plan to specifically address student growth areas.

Section 6. Procedural Components of Evaluation

A. Notification

Each teacher will be notified by October 15th of his/her evaluator and which form will be used for evaluation.

B. Teacher Self-Assessment

1. Prior to the Pre-Observation Conference, the teacher may be asked to complete a Self-Assessment form. A teacher shall only be required to complete the Self-Assessment form if compensation is provided at per diem, or time is provided to complete the form. No Teacher shall be required to share this form with their evaluator.

C. Student Growth Goal Setting

The teacher shall identify a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal. During the goal setting conference, the employee and his/her evaluator will discuss the identified student growth goals. The teacher and evaluator will reach consensus regarding the goal(s). If the teacher and evaluator are unable to reach consensus, the teacher's decision will stand if the employee was evaluated at a proficient level or above in the previous year. If the employee is a provisional employee or is a continuing employee rated below proficient in the previous year, the evaluator's recommendation will stand.

D. Unscheduled (Informal) Observations

1. An unscheduled (sometimes referred to as informal) observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
2. An evaluator may conduct any number of unscheduled observations.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for unscheduled observations. Unscheduled observations may be documented in writing and if documented, a copy will be provided to the teacher within three (3) days of completion of the form and not more than 10 school days from the time of the unscheduled observation. If there is an area of concern based upon any such unscheduled observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
4. Any evidence gathered through informal observations that may have an adverse affect on the evaluation must be brought to the teacher's attention within 10 school days.
5. Any time after an unscheduled observation a teacher may request a conference with the administrator to discuss the observation. In the event that said documentation is provided to the teacher, the teacher shall have the right to attach written comments to the documentation of the informal observation.

E. Record-Keeping and Utilization of eVAL

The District shall adhere to the following:

1. The final evaluation form and teacher's written comments, if applicable shall be moved to the teacher's personnel file at the end of the school year.
2. Evaluators shall notify the teacher of any additional evidence submitted to eVAL in a timely fashion.
3. Teachers shall not be required to share self-assessment information utilized within the eVAL system.
4. Teachers shall not be required to use the eVAL tool if a mutually acceptable alternative is available. A sample alternative form is appended to this Article.
5. Any and all data entered into eVAL shall be considered confidential. The District will give notice to the affected teacher and the Association president if a public records request is made for any evaluation material.
6. All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record any class unless agreed to by both parties.

- F. The school district superintendent may make a determination to remove an employee from provisional status if the employee has received a summative rating of Proficient (3) or Distinguished (4) during the second year of employment by the district.

Section 7. Comprehensive Evaluation

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for Focused Evaluations must complete a Comprehensive Evaluation once every six (6) years.

A. Pre-observation Conference

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the scheduled observation, and discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

If possible, the pre-observation conference should take place in the teacher's classroom.

It shall be the employee's duty to specify, in writing, any conditions existing at that time, which the employee believes impair his or her ability to perform.

B. Formal Observation

1. At least two (2) formal observations shall be conducted by the evaluator, Employees whose assignments require their performance of duties at more than one building in the district shall have one evaluator assigned to observe.
2. The first of at least two (2) formal observations for each employee shall be conducted by January 15th. The total annual observation time cannot be less than sixty (60) minutes. In general, no formal observation will be less than twenty (20) minutes in length. At least one of the formal observations shall not be less than thirty (30) minutes in length. A teacher may request additional observations.
3. The observations will occur no later than ten (10) days after the pre-observation meeting unless mutually agreed.
4. Observations will not take place on the day before winter or spring break unless agreed to by the employee. With the exception of extenuating circumstances, the evaluator will document all formal observations using eVAL within ten (10) workdays of the observation date.

The second formal observations will occur no sooner than four (4) weeks (this timeframe may be waived by mutual consent) after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth.

5. The second scheduled observations will occur prior to May 1st, unless both parties agree to a later date.

C. Post-Observation Conference

1. A post-observation conference will take place after each formal observation.

2. The post-observation conference between the evaluator and the teacher will be held no later than ten (10) working school days after the formal observation. The timeline may be extended by mutual consent under extraordinary circumstances.
3. If possible, the post-observation conference should take place in the teacher's classroom.
4. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance. Additional evidence and/or artifacts may be submitted by the teacher.
5. A teacher whose workload exceeds any recommended maximums pursuant to Article 6, Section 5 shall be entitled to have a notation placed on the teacher's formal evaluation report.
6. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria, and will reference the specific rubric relevant to the concern, as well as providing possible specific recommendations for improvement.

In the event the second observation results in a majority of the observable components being below proficient, the teacher will be offered an additional formal observation conducted by an MVSD evaluator. The teacher may request a different MVSD evaluator for this additional observation.

- An additional formal observation conducted by a mutually agreed upon evaluator,
- A review of the evidence by a mutually agreed upon evaluator.

7. The teacher may attach written comments to observations.

D. Summative Evaluation Conference

1. Prior to June 1, the evaluator and teacher shall meet to discuss the teacher's summative evaluation. By mutual agreement, this date may be extended. The summative evaluation, including the student growth score, must be determined by an analysis of evidence over the course of the year.

2. All evidence, measures and observations used in developing the summative evaluation score must be a product of the school year in which the evaluation is conducted.
 3. Both parties will sign two (2) copies of the Summative Evaluation Report to indicate receipt of the document. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. Each party will retain a copy.
 4. Teachers shall have the right to attach additional comments or a rebuttal to the Summative Evaluation within 10 school days of having received it.
- E. Evaluators shall not be members of the bargaining unit.

Section 8. Evaluation Results

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the district evaluation

B. Evaluation results shall not be:

1. Shared or published.
2. Used to determine any type of base or additional compensation.

C. Evaluators shall base individual scores on a teacher's performance of his/her assigned duties.

Section 9. Support for Basic or Unsatisfactory Continuing Employees

A. The Association will be notified when any teacher is judged below Proficient on his or her summative evaluation.

- B. When a teacher is judged below Proficient (3), additional support shall be provided to support the employee's professional development the school year following the below-Proficient rating
 - 1. The teacher shall be granted release time to observe a colleague if appropriate to the area of concern.
 - 2. Written feedback regarding the observed deficiencies with recommendations or directives for improvement that includes examples and/or strategies where appropriate.

- C. Other options for support may be utilized to assist the teacher as determined by the District. Examples may include:
 - 1. Release time to attend relevant in-service or training, if training is available, that is appropriate to the employee's area of concern.
 - 2. The teacher will be assigned to only one work location if possible.
 - 3. The building administrator will conduct additional observations with written feedback.
 - 4. A mentor or coach may be assigned to provide support if appropriate to the need.
 - 5. At grades 6-12, limiting the number of preparations to no more than three classes with different titles unless the employee is the only teacher teaching in a content area or a limited number of teachers in a single content area restrict the District's ability to limit preparations.

Section 10. Probation

Provisional employees shall be specifically excluded from this probationary procedure, provided, before non-renewing a provisional employee for alleged performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process.

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of

deficiencies and provided a suggested written specific and reasonable plan of improvement.

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 - Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 - Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 9 above (Procedural Components of Evaluation), and
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may extend into the following school year if the teacher has more than five (5) years of teaching experience and has a comprehensive summative rating as of May 15th of 1 - Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which shall contain the following information:
 - 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 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 teacher the opportunity to demonstrate improvement in his or her area or areas of deficiency.

- E. The establishment of the probationary period and the giving of the notice to the employee shall be by the School District Superintendent and need not be submitted to the Board of Directors for approval.
- F. A plan of improvement will be developed and will include the specific areas of deficiency linked to the instructional framework and associated components and criteria, along with a specific and reasonable program for improvement, which shall include specific measurable objectives and examples or strategies as appropriate designed to assist the particular employee to overcome the specific deficiency(ies). The plan will also include assistance to be provided. The teacher and/or his or her Association representative may request modification of the program for improvement prior to program implementation. The plan will include a system for periodic feedback during the term of probation, supports, and the dates those supports will be put in place.
- G. Evaluation During the Probationary Period
 - 1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 - 2. Once the areas of deficiency and criteria for improvement for the probation plan have been determined, they may not be changed.
 - 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6E (Record keeping) shall apply to the documentation of observation reports during the probationary period.
 - 4. The probationary teacher may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 - 5. Should the evaluator not authorize an additional evaluator, the probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

6. The Association reserves the right to use a third party evaluator to inform the Association of any progress made by the probationer. The Association will notify the district-appointed evaluator in advance of any observations that will occur by the third party evaluator.

- H. A teacher who is on a plan of improvement must be removed from probation if he or she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at 2 – Basic or above and a teacher of more than five (5) years scores at 3 – Proficient or above.

- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.210.

- J. Evaluator’s Post-Probation Report – Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall set forth one (1) of the following recommendations for further action:
 1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. A probation period may be extended into the following school year if a teacher has five or more years of experience and has a comprehensive summative evaluation performance rating of less than level two (2) as of May 15th.
 4. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

- K. Action of the Superintendent – Following a review of the post-probation report the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- L. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for five full years of service, and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.
- M. If a procedural error occurs in the implementation of the probationer's plan for improvement, the error does not invalidate the plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- N. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

Section 11. Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW28A.405.300.

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

Section 12. Focused Evaluation

In years when a Comprehensive Evaluation is not required, classroom teachers who received a comprehensive evaluation performance rating of Level 3 or above in the previous school year are eligible to complete a Focused Evaluation.

A Focused Evaluation includes an assessment of one of the eight criteria selected for a performance rating. The Focused Evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student

growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention, or as an area of expertise to be further developed. A group of teachers may focus on the same evaluation criteria and share professional growth activities.

The role of the evaluator is to assist the employee in developing the professional growth activity, and then to assist in its implementation, particularly by making reasonable efforts to supply the resources needed to implement it.

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

A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation at the request of the teacher or at the direction of the teacher's evaluator. Should an evaluator determine that a teacher on a Focused Evaluation should be moved to a Comprehensive Evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.

Section 13. Non-Classroom Teacher Evaluation

The following sections will apply only to Speech Language Pathologists, OT, PT, Nurses, Psychologists, Counselors, Librarians, Instructional Coaches, and other bargaining unit members who do not meet the definition of classroom teacher. In the event a new assignment is created during the life of this agreement, the parties will meet and determine the appropriate evaluation system based on the definition in Section 2 (above).

A. Evaluation

1. Definition: Short Form Evaluation may occur for any employee who has been employed by the District for four (4) years with satisfactory evaluations. During subsequent years of

employment short form employees will be required to complete a long form evaluation once every four years.

2. Frequency of Evaluation: Employees using the Short Form Evaluation shall be evaluated one (1) time per year. The evaluation shall be completed no later than June 1. With mutual agreement, this timeline may be extended.
3. Observations: Employees using the Short Form Evaluation shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes, or a final annual written evaluation based on the appropriate criteria and based on at least two observation periods totaling at least 60 minutes.
4. Negative Evaluation Bar: The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".
5. Removal from Short Form: The evaluator or the employee may require the use of the long form evaluation. A change to long form must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision. The change to long form evaluation must be completed prior to December 15th.

B. Long Form Evaluation

1. Definition: Long Form Evaluation shall be utilized for any provisional employee or employee who does not qualify for short form evaluation. The evaluator or employee may require the use of the long form evaluation.
2. Frequency of Evaluation: Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than Prior to June 1. With mutual agreement, this timeline may be extended.
3. Formal Observations:
 1. The first of at least two (2) pre-arranged formal observations for each employee shall be conducted within the first ninety (90) calendar days for provisional employees or by January 15th for non-provisional employees on long form. The total annual

observation time cannot be less than sixty (60) minutes.

2. Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.
3. If mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
4. The evaluator will provide a written summary and provide a copy to the employee within three (3) days following the completion of said summary.
5. The final formal observation shall occur prior to May 15th unless both parties agree to a later date.

4. Post-Observation Conference – Formal Observation

A post-observation conference shall be held following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes within 10 school days of having received them.

5. Informal Observations

1. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
2. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.

3. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.

C. General Requirements

1. Work Site Limit: All observations for the purpose of evaluation must be conducted at the employee's normal work site.
2. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.
3. Copy and Response: A copy of each observation shall be given to the observed employee within ten (10) school days of the observation. A copy of the evaluation shall be given to the employee by June 1. This timeline may be extended with mutual agreement. Within ten (10) school days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's file.
4. Unsatisfactory Items: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.
5. Probation for Non-Classroom Teachers:

At any time after October 15, a non-classroom teacher whose work is judged not satisfactory shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a suggested written specific and reasonable plan of improvement.

- a. A non-classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when there have been two consecutive years of unsatisfactory evaluations, or two unsatisfactory evaluations in any of three consecutive years.
- b. Non-classroom teachers may only be placed on probation from the Comprehensive evaluation system described above.

- c. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 6 above (Procedural Components of Evaluation) and excluding provisions that pertain exclusively to classroom teachers.
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

- d. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may extend into the following school year if the teacher has more than five (5) years of teaching experience and has a comprehensive summative rating as of May 15th of - Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which shall contain the following information:
 - 1. Specific areas of performance deficiencies identified;
 - 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 teacher the opportunity to demonstrate improvement in his or her area or areas of deficiency.

- e. The establishment of the probationary period and the giving of the notice to the employee shall be by the School District Superintendent and need not be submitted to the Board of Directors for approval.

- f. A plan of improvement will be developed and will include the specific areas of deficiency along with specific and reasonable program for improvement. The plan will also include assistance to be provided. The teacher and/or his or her Association representative may request modification of the program for improvement prior to program implementation. The plan will include a system for periodic feedback during the term of probation, supports, and the dates those supports will be put in place.

- g. Evaluation During the Probationary Period
 - 1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.

 - 2. Once the areas of deficiency and criteria for improvement for the probation plan have been determined, they may not be changed.

 - 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the teacher. All observations made during the probationary period will be documented and shared with the teacher within 10 school days of the observation.

 - 4. The probationary teacher may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.

 - 5. Should the evaluator not authorize an additional evaluator, the probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

6. The Association reserves the right to use a third party evaluator to inform the Association of any progress made by the probationer. The Association will notify the district-appointed evaluator in advance of any observations that will occur by the third party evaluator.
- h. A teacher who is on a plan of improvement must be removed from probation if he or she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed from probation if a teacher achieves a satisfactory evaluation.
- i. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.210.
- j. Evaluator's Post-Probation Report – Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall set forth one (1) of the following recommendations for further action:
 1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. A probation period may be extended into the following school year if a teacher has five or more years of experience and has a comprehensive summative evaluation performance rating unsatisfactory.
 4. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

- k. Action of the Superintendent – Following a review of the post-probation report the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- l. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for five full years of service, and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.
- m. If a procedural error occurs in the implementation of the probationer's plan for improvement, the error does not invalidate the plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- n. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

MOUNT VERNON SCHOOL DISTRICT
A TEACHER FORM
FINAL EVALUATION REPORT

Name: _____
 School: _____
 Assignment: _____
 (If less than full time, please specify)

Type of Evaluation:
 _____ Annual
 _____ Short Form Annual
 _____ Other

It is my judgment, based upon adopted criteria, that this employee's overall performance has been _____ during the evaluation period covered in this report.
 (satisfactory/unsatisfactory)

 Principal's Signature Observation Date

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the following date(s):

CRITERIA **STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT**
 (Refer to List of Adopted Criteria) Comments must be made in each category where the "Unsatisfactory" column is checked

		Sat	Unsat	
PROFESSIONAL PREPARATION/SCHOLARSHIP				
INSTRUCTIONAL SKILL				
KNOWLEDGE OF SUBJECT MATTER				
CLASSROOM MANAGEMENT				
HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS				
INTEREST IN TEACHING PUPILS				
EFFORT TOWARD IMPROVEMENT WHEN NEEDED				

ADDITIONAL COMMENTS:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

 Employee Signature Date

**MOUNT VERNON SCHOOL DISTRICT
A SUPPORT SPECIALIST FORM
FINAL EVALUATION REPORT**

Name: _____ **Type of Evaluation:**
 School: _____ Annual
 Assignment: _____ Short Form Annual
 (If less than full time, please specify) _____ Other

It is my judgment, based upon adopted criteria, that this employee's overall performance has been _____ during the evaluation period covered in this report. (satisfactory/unsatisfactory)

 Principal's Signature Observation Date

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the following date(s):

CRITERIA **STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT**
 (Refer to List of Adopted Criteria) Comments must be made in each category where the "Unsatisfactory" column is checked

	Sat	Unsat	
KNOWLEDGE OF SCHOLARSHIP IN SPECIAL FIELD			
SPECIALIZED SKILLS			
MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT			
THE SUPPORT PERSON AS A PROFESSIONAL			
INVOLVEMENT IN ASSISTING PUPILS, PARENT AND EDUCATIONAL PERSONNEL			

ADDITIONAL COMMENTS:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

 Employee Signature Date

ARTICLE X. 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 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 XI. 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, 2021, 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, 2023.

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 7 day of February, 2022.

**For Mount Vernon
Education Association**

**For Mount Vernon School District
No. 320**



Lance Belka



**Ismael Vivanco
Secretary/Superintendent**

REQUEST FOR WAIVER OF COLLECTIVE BARGAINING AGREEMENT

In accordance with Article I, Section 3A 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

JOB SHARING APPLICATION INSTRUCTIONS

ITEMS TO BE INCLUDED IN JOB-SHARING APPLICATION

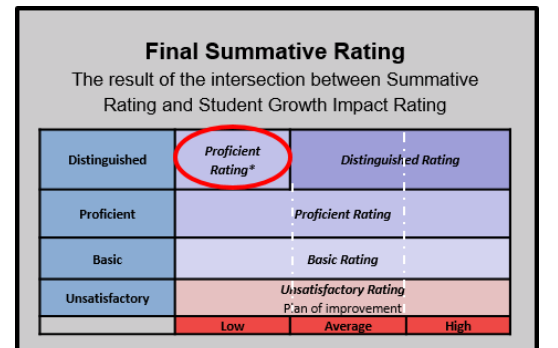
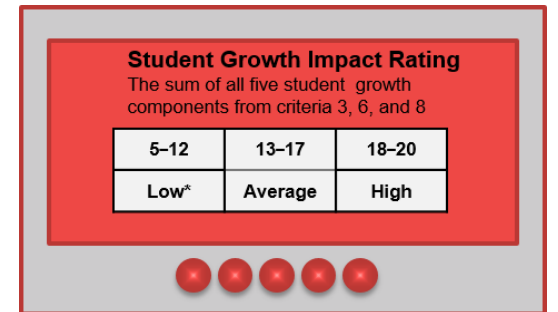
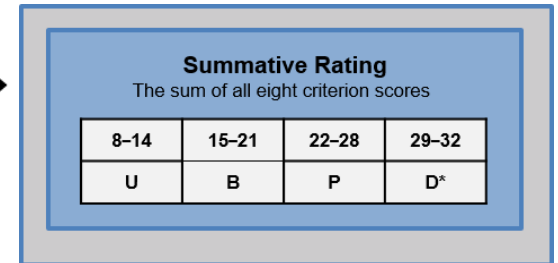
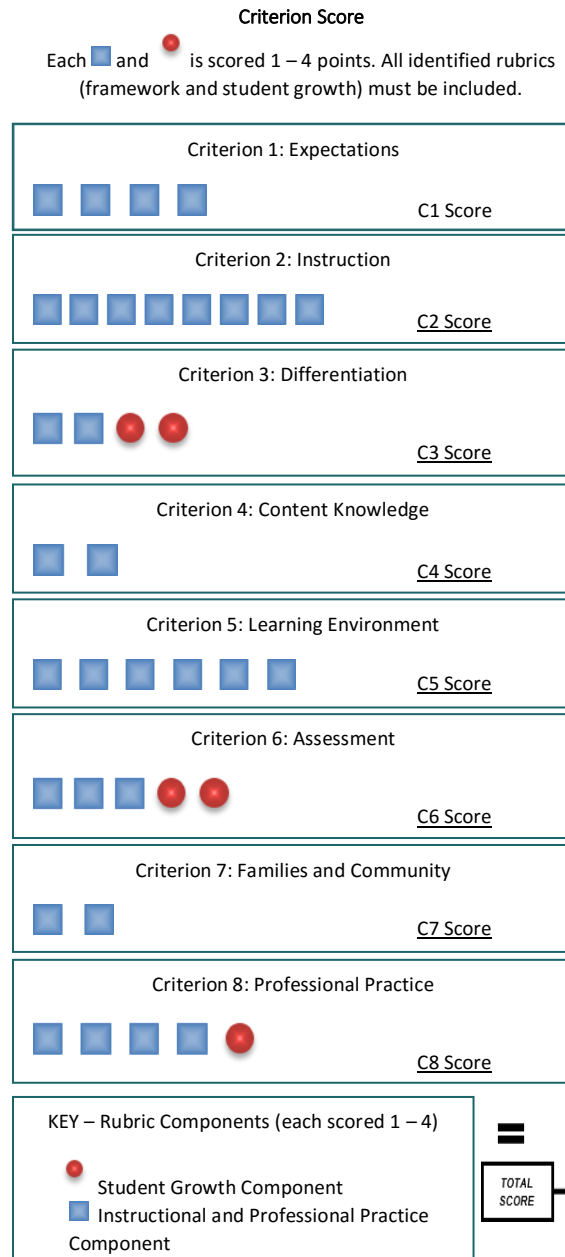
The final proposal is due April 1 to the principal.

The application should address all of the items needed to share the duties and responsibilities of one position, including but not limited to the following criteria.

1. The agreement on an acceptable division of the teaching assignment. Principals and teachers should work together to determine divisions that provide the greatest instructional benefit and least disruption to the educational program of students.
2. When and how job-sharing partners are going to provide for joint planning.
3. Division of teaching tasks, including subject matter to assure appropriate coverage of standards and District curriculum.
4. Basic ground rules for discipline.
5. How the following details will be covered so that both parties are informed and have opportunity for contribution:
 - A. Faculty meetings
 - B. Parent conferences
 - C. Reporting student progress
 - D. Professional Development activities/in-service opportunities
 - E. Open House or Curriculum Night
 - F. First and last day of school
 - G. Substituting/exchange of days
 - H. IEP conferences and other meetings related to job assignment
6. Communications system:
 - A. Between job share applicants
 - B. With building administration
 - C. With parents
 - D. With students
 - E. With colleagues

Comprehensive Evaluation – Marzano – Certificated Classroom

- Districts create procedures and practices to establish criterion scores and the eight criterion are summed equally to create a summative rating.
- Criterion scores include applicable framework rubrics and Washington state student growth rubrics
- The student growth impact rating is the sum of the three student growth rubric components from criteria 3, 6, and 8.
- *Educators with a “Distinguished” summative rating and a “Low” student growth impact rating cannot be rated higher than “Proficient.”*
- A “Low” student growth impact rating triggers a student growth inquiry regardless of the summative rating.
- Educators with any individual student growth component score of a “1” cannot have a student growth impact rating higher than “Low” regardless of the sum of all their student growth components.



Mount Vernon School District No. 320
Mount Vernon Education Association (MVEA)
2021-22 Salary Schedule

Years of Service	Type of Contract	BA	BA+15	BA+30	BA+45	BA+90	G+135** BA+135**	MA	MA+45	MA+90 or Ph.D.
0	base	\$ 57,373.00	\$ 58,921.00	\$ 60,527.00	\$ 62,137.00	\$ 67,299.00	\$ 70,624.00	\$ 68,784.00	\$ 73,947.00	\$ 77,276.00
0	*supplemental	\$ 1,916.00	\$ 1,968.00	\$ 2,021.00	\$ 2,075.00	\$ 2,246.00	\$ 2,360.00	\$ 2,299.00	\$ 2,470.00	\$ 2,583.00
0	total step 0	\$ 59,289.00	\$ 60,889.00	\$ 62,548.00	\$ 64,212.00	\$ 69,545.00	\$ 72,984.00	\$ 71,083.00	\$ 76,417.00	\$ 79,859.00
1	base	\$ 58,145.00	\$ 59,717.00	\$ 61,341.00	\$ 63,021.00	\$ 68,239.00	\$ 71,546.00	\$ 69,548.00	\$ 74,767.00	\$ 78,070.00
1	*supplemental	\$ 1,943.00	\$ 1,996.00	\$ 2,049.00	\$ 2,106.00	\$ 2,280.00	\$ 2,389.00	\$ 2,323.00	\$ 2,496.00	\$ 2,610.00
1	total step 1	\$ 60,088.00	\$ 61,713.00	\$ 63,390.00	\$ 65,127.00	\$ 70,519.00	\$ 73,935.00	\$ 71,871.00	\$ 77,263.00	\$ 80,680.00
2	base	\$ 58,880.00	\$ 60,467.00	\$ 62,110.00	\$ 63,919.00	\$ 69,120.00	\$ 72,462.00	\$ 70,318.00	\$ 75,519.00	\$ 78,863.00
2	*supplemental	\$ 1,967.00	\$ 2,021.00	\$ 2,076.00	\$ 2,135.00	\$ 2,310.00	\$ 2,420.00	\$ 2,349.00	\$ 2,524.00	\$ 2,634.00
2	total step 2	\$ 60,847.00	\$ 62,488.00	\$ 64,186.00	\$ 66,054.00	\$ 71,430.00	\$ 74,882.00	\$ 72,667.00	\$ 78,043.00	\$ 81,497.00
3	base	\$ 59,639.00	\$ 61,239.00	\$ 62,900.00	\$ 64,768.00	\$ 69,960.00	\$ 73,381.00	\$ 71,048.00	\$ 76,236.00	\$ 79,661.00
3	*supplemental	\$ 1,993.00	\$ 2,046.00	\$ 2,101.00	\$ 2,164.00	\$ 2,337.00	\$ 2,451.00	\$ 2,375.00	\$ 2,547.00	\$ 2,662.00
3	total step 3	\$ 61,632.00	\$ 63,285.00	\$ 65,001.00	\$ 66,932.00	\$ 72,297.00	\$ 75,832.00	\$ 73,423.00	\$ 78,783.00	\$ 82,323.00
4	base	\$ 60,382.00	\$ 62,053.00	\$ 63,725.00	\$ 65,655.00	\$ 70,879.00	\$ 74,326.00	\$ 71,813.00	\$ 77,036.00	\$ 80,486.00
4	*supplemental	\$ 2,017.00	\$ 2,074.00	\$ 2,129.00	\$ 2,195.00	\$ 2,368.00	\$ 2,483.00	\$ 2,399.00	\$ 2,573.00	\$ 2,688.00
4	total step 4	\$ 62,399.00	\$ 64,127.00	\$ 65,854.00	\$ 67,850.00	\$ 73,247.00	\$ 76,809.00	\$ 74,212.00	\$ 79,609.00	\$ 83,174.00
5	base	\$ 61,151.00	\$ 62,830.00	\$ 64,517.00	\$ 66,556.00	\$ 71,759.00	\$ 75,276.00	\$ 72,591.00	\$ 77,795.00	\$ 81,311.00
5	*supplemental	\$ 2,043.00	\$ 2,097.00	\$ 2,154.00	\$ 2,224.00	\$ 2,396.00	\$ 2,515.00	\$ 2,424.00	\$ 2,600.00	\$ 2,717.00
5	total step 5	\$ 63,194.00	\$ 64,927.00	\$ 66,671.00	\$ 68,780.00	\$ 74,155.00	\$ 77,791.00	\$ 75,015.00	\$ 80,395.00	\$ 84,028.00
6	base	\$ 61,938.00	\$ 63,581.00	\$ 65,327.00	\$ 67,469.00	\$ 72,647.00	\$ 76,181.00	\$ 73,388.00	\$ 78,567.00	\$ 82,100.00
6	*supplemental	\$ 2,070.00	\$ 2,125.00	\$ 2,184.00	\$ 2,254.00	\$ 2,426.00	\$ 2,544.00	\$ 2,452.00	\$ 2,625.00	\$ 2,744.00
6	total step 6	\$ 64,008.00	\$ 65,706.00	\$ 67,511.00	\$ 69,723.00	\$ 75,073.00	\$ 78,725.00	\$ 75,840.00	\$ 81,192.00	\$ 84,844.00
7	base	\$ 63,328.00	\$ 64,994.00	\$ 66,762.00	\$ 69,019.00	\$ 74,275.00	\$ 77,911.00	\$ 74,881.00	\$ 80,133.00	\$ 83,769.00
7	*supplemental	\$ 2,114.00	\$ 2,169.00	\$ 2,229.00	\$ 2,307.00	\$ 2,480.00	\$ 2,603.00	\$ 2,500.00	\$ 2,677.00	\$ 2,799.00
7	total step 7	\$ 65,442.00	\$ 67,163.00	\$ 68,991.00	\$ 71,326.00	\$ 76,755.00	\$ 80,514.00	\$ 77,381.00	\$ 82,810.00	\$ 86,568.00
8	base	\$ 65,358.00	\$ 67,115.00	\$ 68,925.00	\$ 71,369.00	\$ 76,697.00	\$ 80,462.00	\$ 77,229.00	\$ 82,556.00	\$ 86,321.00
8	*supplemental	\$ 2,182.00	\$ 2,252.00	\$ 2,304.00	\$ 2,384.00	\$ 2,562.00	\$ 2,687.00	\$ 2,579.00	\$ 2,759.00	\$ 2,884.00
8	total step 8	\$ 67,540.00	\$ 69,367.00	\$ 71,229.00	\$ 73,753.00	\$ 79,259.00	\$ 83,149.00	\$ 79,808.00	\$ 85,315.00	\$ 89,205.00
9	base	\$ 65,358.00	\$ 69,313.00	\$ 71,214.00	\$ 73,744.00	\$ 79,195.00	\$ 83,089.00	\$ 79,602.00	\$ 85,054.00	\$ 88,951.00
9	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,377.00	\$ 2,463.00	\$ 2,645.00	\$ 2,777.00	\$ 2,659.00	\$ 2,842.00	\$ 2,971.00
9	total step 9	\$ 67,540.00	\$ 71,628.00	\$ 73,591.00	\$ 76,207.00	\$ 81,840.00	\$ 85,866.00	\$ 82,261.00	\$ 87,896.00	\$ 91,922.00
10	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 76,242.00	\$ 81,766.00	\$ 85,790.00	\$ 82,102.00	\$ 87,627.00	\$ 91,648.00
10	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,547.00	\$ 2,731.00	\$ 2,866.00	\$ 2,743.00	\$ 2,928.00	\$ 3,062.00
10	total step 10	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 78,789.00	\$ 84,497.00	\$ 88,656.00	\$ 84,845.00	\$ 90,555.00	\$ 94,710.00
11	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 78,813.00	\$ 84,455.00	\$ 88,561.00	\$ 84,671.00	\$ 90,317.00	\$ 94,420.00
11	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,632.00	\$ 2,822.00	\$ 2,959.00	\$ 2,830.00	\$ 3,016.00	\$ 3,154.00
11	total step 11	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 81,445.00	\$ 87,277.00	\$ 91,520.00	\$ 87,501.00	\$ 93,333.00	\$ 97,574.00
12	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 81,301.00	\$ 87,218.00	\$ 91,446.00	\$ 87,343.00	\$ 93,078.00	\$ 97,307.00
12	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,716.00	\$ 2,914.00	\$ 3,055.00	\$ 2,918.00	\$ 3,108.00	\$ 3,251.00
12	total step 12	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 84,017.00	\$ 90,132.00	\$ 94,501.00	\$ 90,261.00	\$ 96,186.00	\$ 100,558.00
13	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 81,301.00	\$ 90,049.00	\$ 94,403.00	\$ 90,109.00	\$ 95,910.00	\$ 100,261.00
13	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,716.00	\$ 3,007.00	\$ 3,153.00	\$ 3,010.00	\$ 3,203.00	\$ 3,350.00
13	total step 13	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 84,017.00	\$ 93,056.00	\$ 97,556.00	\$ 93,119.00	\$ 99,113.00	\$ 103,611.00
14	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 81,301.00	\$ 92,892.00	\$ 97,470.00	\$ 92,955.00	\$ 98,938.00	\$ 103,330.00
14	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,716.00	\$ 3,103.00	\$ 3,257.00	\$ 3,105.00	\$ 3,306.00	\$ 3,451.00
14	total step 14	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 84,017.00	\$ 95,995.00	\$ 100,727.00	\$ 96,060.00	\$ 102,244.00	\$ 106,781.00
15	base	\$ 65,358.00	\$ 69,313.00	\$ 73,528.00	\$ 81,301.00	\$ 95,311.00	\$ 100,006.00	\$ 95,372.00	\$ 101,510.00	\$ 106,017.00
15	*supplemental	\$ 2,182.00	\$ 2,315.00	\$ 2,456.00	\$ 2,716.00	\$ 3,184.00	\$ 3,341.00	\$ 3,185.00	\$ 3,392.00	\$ 3,541.00
15	total step 15	\$ 67,540.00	\$ 71,628.00	\$ 75,984.00	\$ 84,017.00	\$ 98,495.00	\$ 103,347.00	\$ 98,557.00	\$ 104,902.00	\$ 109,558.00
16	base	\$ 67,829.00	\$ 71,935.00	\$ 76,309.00	\$ 84,376.00	\$ 100,892.00	\$ 105,863.00	\$ 100,957.00	\$ 107,456.00	\$ 112,227.00
16	*supplemental	\$ 2,266.00	\$ 2,404.00	\$ 2,549.00	\$ 2,819.00	\$ 3,372.00	\$ 3,537.00	\$ 3,372.00	\$ 3,591.00	\$ 3,748.00
16+	total step 16+	\$ 70,095.00	\$ 74,339.00	\$ 78,858.00	\$ 87,195.00	\$ 104,264.00	\$ 109,400.00	\$ 104,329.00	\$ 111,047.00	\$ 115,975.00

2021-2022 Sub Rate: \$175.00

Notes:

*Please see Article IV in the CBA for details regarding the supplemental PD/TD contract.

**BA+135/G+135 Placement dependent upon credits earned prior to January 1, 1992

TPEP Goal Setting Form
Forms will be provided prior to October 15

Name:	Grade or Subject Area:
<p align="center"><u>FOCUS GOAL SETTING</u></p> <p>Teachers complete the goal setting form by choosing one Criteria - 3, 6, or 8, along with the accompanied student growth goal 3.1 or 6.1, or 8.1 by typing responses below.</p> <p>Or teachers can choose Criteria 1, 2, 4, 5, or 7 plus criteria 3.1 or 6.1 student growth goal and type responses below.</p>	<p align="center"><u>COMPREHENSIVE GOAL SETTING</u></p> <p>Teachers complete all three student (subgroup) growth goals 3.1, 6.1, 8.1 by typing responses below.</p>
1.What is your area of FOCUS for the 2021-2022 school year?	<p><u>Subgroup Growth Goal 3.1</u></p> <p>1. What student subgroup (not reaching full learning potential) will be included in your student growth goal? Please identify students in this group.</p>
2.What is your student growth goal for the selected criteria(3.1, 6.1, or 8.1)?	2. What is the current performance level of the subgroup in the selected class or content area related to your goal? (Attach/Link data).
3.What formative and/or summative measures are you choosing to use to demonstrate student growth over at least two points of time?	3. What is your goal for the subgroup in the class or content area you selected (Criteria SG 3.1)?
4. Why did you select these measures?	4. What formative and summative measures are you choosing to use to demonstrate student growth over at least two points of time?
5. What informed your decision to focus on this student growth goal?	<p><u>Subgroup Growth Goal 6.1</u></p> <p>1.What are the current performance levels, by percentage, of all students in the selected class or content area related to your goal? (Attach/Link Data)</p>
6.What instructional practices are you hoping to grow in as you work to achieve your goal? (Ex GLAD,)	<p>2. What is your student growth goal for all students in the class or content area you have chosen?</p> <p>3. What formative and summative measures are you choosing to use to demonstrate student growth over at least two points of time?</p>
	<p><u>Subgroup Growth Goal 8.1</u></p> <p>How do you plan to consistently and actively collaborate with other grade, school, or district team members to establish common assessment and to monitor growth during the year (Criteria SG 8.1)? What is your timeline for the above activities?</p>

8 Marzano Criteria:

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

Student Growth Goals:

- [Criteria 3.1](#) Student Growth--selected group such as progress monitoring
- [Criteria 6.1](#) Student Growth--multiple sources such as whole class or school wide
- [Criteria 8.1](#) Team Student Growth--grade level goals or content area goals (hint: use SIP)
- [Criteria 8.4](#) Professional Growth--collaborative practices to improve instruction or leadership.

Optional Professional Growth Goal, 8.4

For clock hours:

See state form 1697—PGP Template for Certificate Renewal

See state form 1128 Annual PGP Verification

Pre-Observation & Post Observation Form 1

Blue sections of the form are due to the evaluator prior to the observation.

Green sections are reflections on the lesson due to the evaluator prior to Post Observation Conference
(Conference held within 10 days of observation)

Name:

Observation Date:

Conference Date:

LEARNING TARGETS

1. Is there student growth data that was used in developing this lesson? What growth data could you use? Please explain. ([Student Growth Components 3.1, 3.2, 6.1, 6.2, 8.1](#))

2. What is the learning target for the lesson? ([Component 1.1](#))

3. How does this lesson fit into a larger unit or series of lessons? (new Knowledge, practicing/deepening knowledge, or applying/transferring knowledge) ([Components 2.1, 2.2, 2.3](#))

4. What evidence of student learning exists within the larger unit? ([Component 2.8](#))

POST OBSERVATION REFLECTION ON LEARNING TARGETS

1. Did students meet the expectation of the learning target? If not, what are your next steps? If so, what are your next steps? ([Component 1.1](#))

LESSON SEGMENTS INVOLVING ROUTINE AND CONTENT

1. What instructional strategies will you use to teach the lesson? ([Components 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7](#))

2. What routines do you have and how will the routines of the classroom help support the learning of this lesson? ([Component 5.2](#))

POST OBSERVATION REFLECTION ON ROUTINES AND CONTENT

1. How did you collect information about the effectiveness of strategies used? ([Component 2.8](#))

2. How effective do you believe the instructional strategies were during your lesson? Is there anything you would change? ([Component 2.8](#))

3. Would you add/change any routines if you taught the lesson again? Why? ([Component 5.2](#))

TEACHING & PROFESSIONAL PRACTICE

1. What do you anticipate student engagement will look like and what strategies will you use to promote engagement in the lesson? ([Component 2.6](#))

2. How are you scaffolding for all students either within the observed lesson or the larger unit? ([Components 3.1, 3.2](#))

POST OBSERVATION REFLECTION ON TEACHING & PROFESSIONAL PRACTICE

- 1. Reflect on your practices during the observed lesson, how effective were those practices in enhancing student learning? ([Component 2.8](#))**
- 2. Did this lesson in any way relate to your growth goal? Please explain. ([Student Growth Components 3.1, 3.2, 6.1, 6.2, 8.1](#))**
- 3. In what ways can I help you work toward your professional growth and development? ([Component 8.4](#))**

Pre-Observation & Post Observation Form 2

Blue sections of the form are due to the evaluator prior to the observation.

Green sections are reflections on the lesson due to the evaluator prior to Post Observation Conference
(Conference held within 10 days of observation)

Name:

Observation Date:

Conference Date:

LEARNING TARGETS

1. Is there student growth data that was used in developing this lesson? What growth data could you use? Please explain. ([Student Growth Components 3.1, 3.2, 6.1, 6.2, 8.1](#))
2. What is the learning target for the lesson? ([Component 1.1](#))
3. How does this lesson fit into a larger unit or series of lessons? (new Knowledge, practicing/deepening knowledge, or applying/transferring knowledge) ([Components 2.1, 2.2, 2.3](#))
4. What evidence of student learning exists within the larger unit? ([Component 2.8](#))

POST OBSERVATION REFLECTION ON LEARNING TARGETS

1. Did students meet the expectation of the learning target? If not, what are your next steps? If so, what are your next steps? ([Component 1.1](#))

LESSON SEGMENTS INVOLVING ROUTINE AND CONTENT

1. What instructional strategies will you use to teach the lesson? ([Components 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7](#))
2. What routines do you have and how will the routines of the classroom help support the learning of this lesson? ([Component 5.2](#))

POST OBSERVATION REFLECTION ON ROUTINES AND CONTENT

1. How did you collect information about the effectiveness of strategies used? ([Component 2.8](#))
2. How effective do you believe the instructional strategies were during your lesson? Is there anything you would change? ([Component 2.8](#))
3. Would you add/change any routines if you taught the lesson again? Why? ([Component 5.2](#))

TEACHING & PROFESSIONAL PRACTICE

1. What do you anticipate student engagement will look like and what strategies will you use to promote engagement in the lesson? ([Component 2.6](#))
2. How are you scaffolding for all students either within the observed lesson or the larger unit? ([Components 3.1, 3.2](#))

POST OBSERVATION REFLECTION ON TEACHING & PROFESSIONAL PRACTICE

- 1. Reflect on your practices during the observed lesson, how effective were those practices in enhancing student learning? ([Component 2.8](#))**
- 2. Did this lesson in any way relate to your growth goal? Please explain. ([Student Growth Components 3.1, 3.2, 6.1, 6.2, 8.1](#))**
- 3. In what ways can I help you work toward your professional growth and development? ([Component 8.4](#))**

Mount Vernon School District #320

**Professional Growth Option Plan
Verification**

Name _____ School _____ Year _____

Administrator _____

Grade(s) _____ Subject(s) _____

Goal(s): Teacher, Student, Program, Organizational (to be completed by staff member)

Identify Self-Assessment instrument(s) used: _____

To be completed by supervisor:

- Planning Worksheet and activities verifying progress toward goal attainment were completed.

Date _____

Staff Member _____

Date _____

Administrator _____

Administrator's position _____

Mount Vernon School District #320

Professional Growth Option Planning Worksheet

Staff Member _____ Assignment _____ Supervisor _____

Conference Dates _____
(2 required) _____

School Year _____ Worksite _____

Goal(s)	Activity(s), Procedures, Resources for goal accomplishment	Indicators of goal evaluation

MOUNT VERNON SCHOOL DISTRICT NO. 320

July 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021 (21 days)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021 (20 days)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021 (19 days)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021 (13 days)						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022 (19 days)						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022 (19 days)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022 (22 days)						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022 (16 days)						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022 (21 days)						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022 (10 days)						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

2021-2022 Student/Staff Calendar	
Board Approval : June 16, 2021 Modified July 2021 Subject to Change	
September	1 First Day of School, Grades 1-12 6 Labor Day-Holiday 7 First Day of Kindergarten 8 K-5 Early Release 15 K-5 Early Release 15 Gr 6-12 Early Release (PLC) 22 K-5 Early Release 22 Gr 6-12 Early Release (PLC) 29 K-5 Early Release
October	6 K-5 Early Release 6 Gr 6-12 Early Release (PLC) 13 Non-Student/Non-Contract Day (District PD) 20 K-5 Early Release 20 Gr 6-12 Early Release (PLC) 26-29 K-5 Conferences (Early Release) 28 Gr 6-12 Conferences (Early Release) 29 Gr 6-12 Early Release (Time Exchange)
November	3 K-5 Early Release 3 Gr 6-12 Early Release (PLC) 4 First Day of Transitional Kindergarten 10 K-5 Early Release 11 Veterans' Day-Holiday 17 K-5 Early Release 17 Gr 6-12 Early Release (PLC) 24 K-12 Early Release (Time Exchange) 25-26 Thanksgiving Break
December	1 K-5 Early Release 1 Gr 6-12 Early Release (PLC) 8 K-5 Early Release 8 Gr 6-12 Early Release (PLC) 15 K-5 Early Release 20-31 Winter Break
January	5 K-5 Early Release 12 K-5 Early Release 12 Gr 6-12 Early Release (PLC) 17 M.L. King, Jr. Birthday-Holiday 19 K-5 Early Release 26 K-5 Early Release 26 Gr 6-12 Early Release (PLC) 31 Non-Student/Non-Contract Semester Break
February	2 K-5 Early Release 9 K-5 Early Release 9 Gr 6-12 Early Release (PLC) 16 K-5 Early Release 21 Presidents' Day-Holiday 23 K-5 Early Release 23 Gr 6-12 Early Release (PLC)
March	2 K-5 Early Release 9 Non-Student/Non-Contract Day (District PD) 16 K-5 Early Release 16 Gr 6-12 Early Release (PLC) 23 K-5 Early Release 23 Gr 6-12 Early Release (PLC) 28-31 K-5 Conferences (Early Release) 30 Gr 6-12 Conferences (Early Release) 31 Gr 6-12 Conferences (Early Release)
April	1 K-12 Early Release (Time Exchange) 4-8 Spring Break 13 K-5 Early Release 20 K-5 Early Release 20 Gr 6-12 Early Release (PLC) 27 K-5 Early Release 27 Gr 6-12 Early Release (PLC)
May	4 K-5 Early Release 11 K-5 Early Release 11 Gr 6-12 Early Release (PLC) 18 K-5 Early Release 18 Gr 6-12 Early Release (PLC) 25 K-5 Early Release 30 Memorial Day-Holiday
June	1 K-5 Early Release 8 K-5 Early Release 8 Graduation 14 K-11 Last Day/Early Release-2 hrs 15-17 Reserved Emergency Days

2021-2022 Daily School Hours:	
*Centennial/Jefferson/Harriet Rowley 8:30 am - 3:00 pm Early Release: 8:30 am - 1:00 pm	*LaVenture/Mount Baker Middle Schools: 7:30 am - 2:00 pm Early Release: 7:30 am.-12:00 pm
*Little Mountain/Madison/Washington: 9:00 am - 3:30 pm Early Release: 9:00 am - 1:30 pm	*Mount Vernon High School: 8:00 am - 2:30 pm Early Release - 8:00 am - 12:30 pm
End of High School First Semester January 28, 2022 (92 days)	

The Mount Vernon School District does not discriminate in employment, programs, or activities on the basis of age, race, color, national origin, creed, religion, sex, sexual orientation, gender expression, gender identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or use of a trained guide dog or service animal by a person with a disability and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX/Civil Rights Compliance Coordinator, Bill Nutting, Assistant Superintendent, 124 E. Lawrence Street, Mount Vernon, WA 98273 (360) 428-6110, Section 504/ADA Coordinator, Clint Carlton, Executive Director/Student Support Services, 920 S. Second Street, Mount Vernon, WA 98273, (360) 428-6141.

**Letter of Agreements in Principle between MVSD and MVEA
August 15, 2021**

**Agreement in Principle #1
Attracting and Retaining Diversity and Affinity Groups**

The Mount Vernon School District and the Mount Vernon Education Association have a shared interest in attracting and retaining educators of diverse backgrounds. To this end, the District and the Association agree to create and sustain structures and practices to support diversity in hiring and the retention of diverse staff members.

Affinity Groups, which bring together specific groups of diverse staff, have been proven to positively impact staff retention. The District started Affinity Groups as part of our beginning educator support program in 2021 and plans to continue offering that opportunity moving forward. The Association supports this effort and encourages its continuation.

**Agreement in Principle #2
Collaborative Decision Making**

The Mount Vernon School District and the Mount Vernon Education Association have a shared interest in the beneficial value of collaborative decision making, processes that support collaboration and opportunities for the inclusion of stakeholder voice in decision making processes.

While respecting decision-making authority as outlined in law and school board policy, the District and the Association agree in principle to the value of collaboration, effective decision making processes and opportunities for stakeholder voice to be heard as part of these effective decision making processes.

**For Mount Vernon
Education Association**

**For Mount Vernon School District
No. 320**



Lance Belka



**Ismael Vivanco
Secretary/Superintendent**