

# **Collective Bargaining Agreement**

*between*

**Methow Valley School District**

*and*

**Methow Valley Education  
Association**

**August 1, 2016 – August 31, 2020**



**mvschools** *Every Student Shines*

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# **METHOW VALLEY EDUCATION ASSOCIATION AND METHOW VALLEY SCHOOL DISTRICT**

## **PREAMBLE**

This Agreement is by and between the Methow Valley School District and the Methow Valley Education Association, pursuant to RCW 41.59.

## **ARTICLE I. ADMINISTRATION OF THE AGREEMENT**

### Section A. Definitions

1. The term "District" shall mean the Methow Valley School District, Okanogan County, Washington State; or its agents.
2. The term "Board" shall mean the Board of Directors of the Methow Valley School District.
3. The term "Association" shall mean the Methow Valley Education Association, which is affiliated with the Washington Education Association, the National Education Association and North Central Washington UniServ Council.
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "Day" shall mean any day the district business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the president of the Association or his/her designee.
10. The term "Contract" shall mean the individual contract issued to and signed by each employee.

11. The term "Supplemental Contract" shall mean that contract issued and signed for extracurricular, special and supplemental assignments and shall be in accordance with current statutory provisions.

12. The term "Seniority" shall mean length of certificated educational service within the State of Washington. Further accumulation of seniority shall begin on the employee's first day of work.

13. The term "RCW" shall mean the Revised Code of Washington.

14. The term "WAC" shall mean the Washington Administrative Code.

15. The term "OSPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.

16. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

#### Section B. Recognition

1. Bargaining Unit Make-up: The District recognizes the Association, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all certificated non-supervisory employees employed or to be employed by the District who are under contract or under District-approved leave, excluding the superintendent, principals, and assistants to these positions.

2. Exclusivity: The District shall not recognize or bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the State Public Employee Relations Commission as the exclusive bargaining agent for employees.

3. Long-Term Substitute Employees: Long-term substitute employees shall be included in the bargaining unit in the following manner:

a. Twenty Consecutive Day Rule: Substitute teachers who work in the District twenty (20) consecutive days in one position shall be covered by the salary portion of this Agreement upon reaching the 21st day of service.

b. Thirty Casual Day Rule: Substitute teachers who have worked thirty (30) or more days in one position shall be covered by the salary portion of this Agreement upon the 31st day of service.

### Section C. Status of Agreement

1. Sole Agreement: This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

2. No Reductions Implied: Unless otherwise specifically provided in this Agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce or otherwise detract from current individual salaries, employee benefits, or other provisions under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement. Should differences arise regarding the interpretation of the above, the District and the Association shall make every reasonable effort to arrive at a mutually agreeable resolution.

### Section D. 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 the Agreement to any employee or groups of employees, shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect. If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

### Section E. Individual and Supplemental Contract Compliance

All individual and supplemental contracts shall be subject to and consistent with the law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

### Section F. Distribution of Agreement

Following ratification of this Agreement, the Association shall prepare a copy of the Agreement for District review and mutual editing. After editing, the District shall print the Agreement at its cost and the Association shall distribute copies to all current and new employees, along with six copies to the Association. The District shall also make at least one copy available for review by any applicant for employment with the District. The District shall maintain a copy of the current agreement on the District website.

### Section G. Joint Meetings

Representatives of the Parties shall meet regularly by mutual agreement in order to monitor the administration of the Agreement and pursue mutual problem identification and mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements. The Association and the District will make every effort to schedule the time and place of the meetings convenient to both parties.

### Section H. New Policies

No new policies affecting employee wages, hours, and terms and conditions of employment shall be adopted and/or implemented without opportunity for comment by the Association.

### Section I. Maintenance of Standards

All terms and conditions of employment shall be maintained at no less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by this Agreement. This Agreement shall not be interpreted or applied to deprive employees of professional advantages heretofore enjoyed unless expressly stated herein.

## **ARTICLE II. BUSINESS**

### Section A. Dues Deduction

1. Members: Upon receipt of written authorization, the District shall deduct an amount equal to the fees and dues required for membership in the Association, including NEA, WEA and UniServ. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty days from the start of student school year, or within thirty days of an individual's beginning date of employment, whichever is later.

2. Representation Fee: No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association and transmitted to the business office in writing. The representation fee shall be an amount equal to the regular dues for the Association membership including NEA, WEA, and UniServ. Non-members shall be neither required nor allowed to make political (WEAPAC or NEAPAC) deductions. The representation fee shall be regarded as fair



compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such objections shall be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

#### Section B. Other Deductions

Upon receipt of written authorization, the District agrees to deduct from the salary of employees the premiums for those insurance and annuity programs and any other voluntary employee directed deductions which have been agreed upon, which have been approved, by the Association and the District. The sums that are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization. Enrollment in any of these plans shall be limited to the first four weeks of the school year. Special exceptions shall be subject to joint approval of the Association and Board.

#### Section C. Management Rights

The authority of the Board and the Administration to manage and direct the affairs of the District shall be limited only to the extent such a decision conflicts with this Agreement or law. The right to make reasonable policy, rules and regulations shall be considered acknowledged functions of the District.

#### Section D. Association Rights

1. Use of School Buildings: The Association shall have the right to use school buildings at all reasonable hours for meetings.
2. Use of School Equipment: The Association shall have the right to use District equipment for Association business, at reasonable times when such equipment is not otherwise in use. Equipment will not be used for political purposes. The Association will pay a reasonable cost for supplies and materials used.
3. Association Business: The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations. Association representatives, not to exceed three employees, who participate during working hours in grievance proceedings and conferences with representatives of the District shall suffer no loss of pay.
4. Use of District Bulletin Boards: The Association shall have the right to post notices on District bulletin boards to be provided by the District in each faculty lounge, lunchroom and other locations in each building in which employees are assigned. It shall be the responsibility of the Association to see that bulletin boards are used for professional or

Association purposes only and that no postings will cover District postings on bulletin boards.

5. Use of District Mail System: The Association shall have the right to use the District inter-office mail system, employee mailboxes, and District email system for communication purposes.

6. New Employees: The District shall notify the president of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all teachers as an official part of the program during any District-sponsored new teacher orientation and during any year-opening District-wide or building-wide teacher meeting.

7. School District Budget and Financial Reporting: The District shall provide the president with a copy of the District's proposed annual budget within 24 hours of the time it goes to the Board for a hearing. The Association shall be given the opportunity to make such recommendations and comments, as it deems appropriate to the Board concerning the proposed budget prior to the adoption of said budget.

The District shall provide the president with the adopted budget (F-195) immediately following its adoption.

The District shall provide the president with the annual financial report (F196) within five (5) working days of final approval of the ESD Fiscal Officer.

The District shall provide the president with its monthly budget status reports simultaneous to submission to the Board.

8. Notice of Probation and Disciplinary Action: In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action.

9. Board Agenda and Minutes: The District shall provide the president with the Board meeting agenda packet at the time it is given to Board members. In addition, the District agrees to send copies of the Board meeting agenda to be posted on the employee bulletin board at each work site a minimum of two (2) working days prior to regular Board meetings. The District is not responsible for ensuring that copies of the agendas remain on the bulletin boards.

10. Salary and Placement Information: The District shall provide the president updated lists of all employees, including assignment, placement on the salary schedule and placement on state report forms to determine salary compliance by the first of October each school year.

## **ARTICLE III. EMPLOYEE RIGHTS**

### Section A. Rights of Law

No employee shall be denied any legal right granted under federal, state, county or local law or regulation.

### Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of: membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, veteran or military status, sex, sexual orientation, gender expression or identity, disability, the use of a trained dog guide or service animal, or marital status, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the disability prevents the proper performance of the employee involved.

### Section C. Personnel File

1. Right to Inspect: Any employee shall have the right to inspect all contents of his/her own personnel file. A representative of the Association shall, at the employee's request, accompany the employee in this review. Each personnel file shall contain the following minimum items of information: required medical information, evaluation reports, annual contracts, teaching certificate and a transcript of academic records.

2. Placement of Materials: Employees shall be given a copy of any material that is placed in his/her personnel files at the time it is so placed. An employee shall be given an opportunity to attach written comments within ten (10) days of the receipt of the material. An employee shall indicate he/she has seen such materials and has received a copy thereof by affixing his/her signature and dating the copy that is to go into the file within ten (10) days.

3. Location: The District shall maintain the employee's personnel file at the district office. The Superintendent shall be responsible for safeguarding personnel files and shall sign an inventory sheet to verify the contents of the personnel file if the employee so requests.

4. Removal of Materials: After seven (7) years the District may remove and destroy an employee's evaluation reports. After five (5) years, upon request of the employee, the District may remove and destroy adverse materials (excluding evaluation reports) upon which no subsequent action has been taken.

5. Principals' Working Files: Principals' working files will be available for review by the employee at the employee's request. Said files shall be purged by August 31 except for the employee's previous three (3) years' evaluation and goals.

#### Section D. Due Process and Just Cause

1. Just Cause: No employee will be disciplined or adversely affected without just cause.
2. Written Grounds: The specific grounds forming the basis for formal disciplinary actions shall be made available to the employee in writing at the time the formal discipline action is taken. Upon written request of the employee this information shall be made available to the Association.
3. Hearings: Employees shall have the right to a fair hearing and confrontation of witnesses, provided that if the witness(es) is/are student(s), the District and Association may choose to protect the student based on the student's developmental ability to handle such confrontation.
4. Association Representation: Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present.
5. Privacy and Confidentiality: Any formal disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.
6. Complaints Against Employees: Any complaint against an employee that may lead to disciplinary action shall be promptly called to the attention of the employee. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed with the employee in a timely fashion.

#### Section E. Complaint Procedure

Procedural Requirement: Any complaint(s) regarding an employee made to any member of the administration, which does and may influence the evaluation of the employee or which may lead to a disciplinary action, shall be processed as follows. Complaints may be either written or oral. The employee shall have the right to Association representation at any point during the process outlined below.

Any oral complaint(s) shall be communicated to the employee by the supervisor.

Any written complaint about an employee shall be signed by the complainant and then given to the supervisor. The supervisor will provide a copy of the complaint to the employee prior to Step 1.

Step 1 Principal (Informal): The employee's supervisor shall meet with the employee to apprise the employee of the full nature of the complaint. They shall attempt to resolve the matter informally.

Step 2 Supervisor and Complainant: In the event a complaint is unresolved at Step 1, the employee may request a conference with the complainant and the supervisor to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the employee or complainant may appeal the complaint to Step 3.

Step 3 Superintendent: At the request of the employee, complainant or supervisor, any complaint unresolved at Step 2 shall be reviewed by the superintendent. The superintendent shall meet with the supervisor, the complainant and the employee jointly and shall attempt to reach a solution satisfactory to all persons involved. In the event such a solution is found, it shall be put in writing and signed by conference participants. If there is no joint resolution, the superintendent will make the final decision and notify the employee within ten (10) days of the conference. If the complaint has been processed to Step 3, the findings may be used in the employee's evaluation. If a letter is placed in the personnel file, the employee may write a response to the letter, per Article III, Section C.

#### Section F. Assignments, Transfers and Vacancies

##### 1. Assignments:

a. Definition: An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g. special education) and the building(s) in which the employee is stationed.

b. New Employees: New employees will be assigned to a grade level and/or subject or specialty within the employee's certification unless approval of the Board and a waiver from the State Board of Education are received. The employer will give notice of assignments to newly appointed teachers as soon as possible.

c. Continuing Employees: All employees with continuing contracts will be given written notice of their specific assignments, building assignments, and room assignments for the forthcoming year not later than August 15, except in emergencies.

d. The District will attempt to consolidate teaching assignments for part time employees to create a reasonably contiguous assignment.

## 2. Transfers:

a. Definition: A “transfer” shall mean a change from an employee’s current assignment to a different assignment.

b. Application for Transfer: Employee-proposed transfers are requests by certified staff members to change their current assignment. Such requests must be made to the superintendent by April 1.

c. District transfers: When classroom configuration/teaching assignments require transfer of existing staff, the following procedures will be followed.

(1) If the reconfiguration displaces an employee on a continuing contract, the employee may state a preference of available assignments. Such transfers will not be posted internally and will be considered involuntary. In such a case, no letter, resume or interview is required.

(2) Transfer opportunities shall be emailed to all staff and posted in each building for a minimum of five (5) days and reported to the Association president or designee. Notification of transfer opportunities will occur by May 15. Personnel with continuing contracts who meet the qualifications of the position shall respond in writing to the superintendent within five (5) days.

(3) If there are multiple requests for the same transfer, district administration will make a determination after interviewing each candidate. The District may place one of the candidates in the position or choose to involuntarily transfer another employee.

(4) If there is one request for the transfer, district administration will determine whether to place the employee in the requested position after interviewing the candidate. The District may place the candidate in the position or choose to involuntarily transfer another employee.

(5) If there are no requests for the new transfer assignment, involuntary transfer procedures will be followed. In cases where District teachers’ schedules are full, the administration will follow the “vacancy” procedures outlined below.

d. Involuntary Transfers: Should it be necessary to transfer an employee to a different building, grade level or subject area, as much notification as possible will be given. Reasons for the transfer shall be given in writing from the

Superintendent to the employee being transferred. Except in an emergency, as declared by the Board of Directors, such transfers will be made only at the end of the semester or other reasonable break.

The employee shall have the opportunity to meet with the administrators involved to discuss the transfer. An employee who is involuntarily transferred shall be given first choice if an opportunity to return to the previously held position occurs within four years. If more than one employee has first choice to return to a previously held position, the assignment will be based on seniority.

### 3. Vacancies:

a. There shall be an exclusive five-day internal posting for each position until August 1, at which time the District may combine internal postings and external postings.

b. Following the internal posting period, the district may post the position externally.

c. All internal candidates who meet the qualifications for the position will be advanced to the “final interview” round with any selected external candidates.

d. An interview committee shall consist of a minimum of one administrative representative and two certificated staff members. In the event the qualifications of internal and external applicants are substantially equal, the committee is encouraged to recommend an internal candidate based on the following priority:

(1) Involuntary transfers, within the last four years, unless the involuntary transfer is based on cause as stated in the employee evaluation

(2) All other internal candidates

4. Supplemental days: Supplemental days, as outlined in the following index, shall be provided for the employee in support of a new assignment or transfer. The affected employee shall request the supplemental days and list activities requiring extra time.

Index: The following supplemental days apply whether transfer is voluntary or involuntary.

#### Elementary Assignments

New teacher - 4 days

New grade level - 3 days

Looping - 1 day (this does not qualify for a new grade level)

Room transfer - 1 day

Junior-Senior High Assignments (excluding advisory)

New teacher - 4 days

Two or three new preps - 2 days

Four or more new preps - 3 days

Room transfer - 1 day

5. Leave Replacement Employees:

a. Definition: Leave replacement employees are those employees who were hired to fill a vacancy created when another employee was on leave.

b. Benefits: Leave replacement employees shall accrue seniority, receive the same benefits, accrue retirement credit, and in all other manners receive the same treatment, privileges, and benefits as other employees of the bargaining unit, provided that they shall not receive a continuing contract.

Section G. Employee Protection

1. District Insurance: The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370, and upon annual renewal will provide the Association with a written summary of the coverage they have under the provisions of District insurance policies. The District shall notify the president of any changes in insurance coverage.

2. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her supervisor and the superintendent. If the threat is immediate, the employee may notify the appropriate law enforcement authority. Immediate steps, including investigation, shall be taken by the administration in cooperation with the employee to provide for the employee's safety. These steps may include:

- a. notifying law enforcement
- b. notifying the superintendent
- c. notifying the principal
- d. notifying the employee
- e. providing legal counsel
- f. and/or other earnest efforts to rectify the situation

The superintendent shall report precautionary measures, for the employee's safety, to the employee and the Association at the earliest possible time.

3. Absence Due to Assault or On-The-Job Injury: Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, or in the event that an employee has been physically disabled because of an assault on his/her person in the course of his/her employment, the District



shall grant the injured employee leave with pay for a period not to exceed one (1) year or the amount of accumulated sick leave, whichever is less. During such a period of disability, the employee may utilize his/her sick leave account to compensate for the difference in the amount of worker's compensation, if applicable, of his/her regular salary to the limits of his/her accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his/her total salary. The District shall maintain all benefits such as health, retirement, social security, sick leave and salary placement.

4. Loss of Property: The district shall provide insurance coverage to cover the cost of the loss of property sustained in the scope of employment as required by RCW 28A.400.370 and Policy 6540.

a. There shall be no reimbursement for loss of cash or personal effects.

b. The personal property shall have previously been approved and registered on the District inventory forms.

c. The educational employee must exhaust his/her own insurance possibilities before being eligible for reimbursement under this section. The District will pay the employee's deductible, if applicable.

d. A claim for reimbursement must be filed through the employee's immediate supervisor within five (5) days after the damage or loss.

5. Professional Liability: The District shall hold employees harmless and defend from any financial loss, including reasonable attorney fees, for any actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without District buildings, provided employee, at the time of the act or omission complained of, was acting within the scope of his/her employment under the direction of the District.

6. Self-Protection: Employees may use reasonable measures with a student, patron or other person as is necessary to protect himself/herself from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

7. Property Replacement: The District shall reimburse employees for replacement of clothing or other personal property damaged, destroyed or stolen during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her employment.

8. Dangerous Students: The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall present specific information about known symptoms and/or behavior pattern(s) of such student(s) to employees in advance of assigning such students to employee

supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.

#### Section H. Harassment

The Parties, including their representatives and members, shall not harass each other.

For purposes of this Agreement, the terms "harass" and "harassment" shall mean words, gestures (including offensive touching) and/or other actions, which threaten the individual and serve no legitimate professional purpose.

The District shall investigate and take appropriate action, including the possibility of disciplinary action, when an individual or group of individuals complains that he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, the District shall produce a written report, which shall be shared with the Association and shall include findings and recommendations.

The term "sexual harassment" shall mean deliberate verbal, visual or physical advances, including touches and gestures, made within the work setting, which are unwelcome, by the person to whom they are directed. Such unwelcome conduct shall constitute harassment when submission to the conduct:

1. Is made as term or condition of employment; or
2. Results in denial of a promotion or other career enhancing opportunities; or
3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive working environment.

#### Section I. Student Discipline

1. Policies: The Board shall develop and maintain student discipline policies that establish general disciplinary rules and procedures. Such rules and procedures shall be sufficiently flexible to permit employees to interpret and apply in the manner best suited to their buildings and students.

2. Distribution of Disciplinary Plan: No later than September 15 of each school year, the principal shall distribute to and review with employees, policies on student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employees' rights and responsibilities related hereto.

### 3. Employee/Principal Responsibility:

a. Employee: Every employee shall have the right and responsibility to maintain student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

b. Principal: The Principal shall support and uphold employees in their efforts to maintain discipline in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

### Section J. Privacy

1. Personal Lives: The private and personal life of any employee is not within the appropriate concern or attention of the District.

2. Information: The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc., to any person outside of the District and Board without Association agreement.

3. Faculty Meetings: Representatives of commercial concerns (except legitimate curriculum/instruction vendors), such as insurance companies, financial counselors, fund raisers, etc., shall not be permitted to attend and address faculty meetings except for mutually endorsed insurance carriers or such other concerns that shall have been invited by a majority of the faculty in that building.

### Section K. Job Sharing

1. Definition: Job sharing shall mean the occupation of a single employee position (one FTE) by two (2) employees.

2. Application and Approval: In order for a job share to occur, the two (2) job share employees must complete the Job Share Agreement form contained herein as Appendix L. The building principal(s) in whose building(s) the shared positions will be located shall make initial approval for job sharing. Final approval shall be by the Board of Directors. No employee shall be involuntarily transferred in order to create job share positions.

3. Status of Employees: The Parties agree to the following status of job share employees:

a. Job Share Duration: Job share assignments shall terminate at the end of each school year.

b. Job Status: To participate in a job share, the job share applicant may request a one year leave of absence from his/her regular position.

c. Employee Salary and Benefits: Job share employees shall receive their prorated FTE salaries and benefits contained within this Agreement while on job share status.

4. Replacement Employees: The District may hire one-year-only replacement employees to fill any remaining FTE assignments during the employees' job share.

#### Section L. Technology

The parties believe that technology is a key aspect to promoting learning for the 21st century. Therefore, a District commitment is to provide every staff member access to a computer, a printer and the software needed to fulfill the responsibilities of his/her job in order to improve teaching and student learning.

Staff will be expected to use technology in accordance with district policy (#2022) and procedures (2022P). Inappropriate use may result in disciplinary action.

### **ARTICLE IV. EVALUATION AND PROBATION OF CERTIFIED CLASSROOM TEACHERS**

#### **CLASSROOM TEACHER EVALUATION PROCEDURES:**

##### Section A. Introduction

This section of the Evaluation Article is dedicated to “Classroom Teachers.” The parties have agreed to adopt the evidence-based instructional framework developed by Center for Educational Progress (CEL) 5-D Framework. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas of concern, and provide support for professional growth.

##### Section B. Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every four (4) years. Subsequent years they will be evaluated on a Focused evaluation, unless they have received a Basic or Unsatisfactory rating on their final summative evaluation. Then they shall continue using the Comprehensive evaluation for the following year. All teachers during their provisional status must be on the Comprehensive evaluation.

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and

who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, CEL framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

2. Student Growth Goal Setting: The teacher who is on a Comprehensive evaluation will set student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or “nested.” In most cases these goals should be set prior to November 1. Student data that measures growth between two points in time shall be used to calculate a teacher’s student growth score. The measurements used shall be determined by the teacher in consultation with his/her evaluator.

3. Pre-Observation Communication: Any teacher may request a pre-observation conference prior to a scheduled formal observation. A pre-observation conference will be required for provisional employees or those employees who have been notified by their evaluator prior to the observation of identified areas of concern in their performance.

4. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining thirty (30) minutes of required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.

Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.

The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient or distinguished.

A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.

Unless mutually agreed upon, the final observation must be completed prior to May 1.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

5. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within five (5) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.

Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

6. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers). Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

7. Final Summative Communication: The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and Average on the student growth impact rating. The final summative evaluation may be delivered by email. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

## Section C. Focused Evaluation

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a Comprehensive evaluation at least once every four (4) years. In subsequent years they may be evaluated on a Focused evaluation. Any teacher receiving a rating of Unsatisfactory (or Basic for experienced teachers) on their summative evaluation shall use the Comprehensive evaluation the following year.

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, CEL Framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

2. Student Growth Goal-Setting: When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth goal within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth goal in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals shall be developed by the teacher with input from his or her evaluator. In most cases these goals should be set prior to November 1.

Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in consultation with his/her evaluator.

3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

4. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation

criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

5. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

a. Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within five (5) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.

b. Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

6. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers). Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

7. Final Summative Evaluation Communication:

a. The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and Average on the student growth impact rating. The final summative evaluation may be delivered by email.

b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.



If a teacher being evaluated via a Focused evaluation is judged to be Unsatisfactory in any area, they will be placed back on a Comprehensive evaluation the next year.

#### Section D. Support for Teachers with Areas of Concern

The Association will be notified when any teacher will potentially be judged Basic or Unsatisfactory as soon as this determination is made.

When a teacher is at risk of being judged Basic or Unsatisfactory, additional support shall be offered. Employees will be offered support based on individual teacher needs. This support may come in the following manner, but is not limited to, mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, literature, etc.

#### Section E. Additional Support for Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

1. A completed Comprehensive evaluation conducted in accordance with Section B above
2. Periodic feedback from the evaluator on the teacher's progress toward remediating deficiencies

#### Section F. Probation

1. At any time after October 15th, a continuing employee, whose work is judged not satisfactory based on the CEL instructional framework evaluation criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. For teachers who have been transitioned to the new evaluation system, "not satisfactory" is defined in Section K, paragraph 12 of this Article.
2. A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient and may be able to achieve a satisfactory rating during the extension period.

3. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the probationer shall be by the school district superintendent and need not be submitted to the board of directors for approval.

4. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise and assist the teacher on probation.

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

6. If a minor procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's 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.

7. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule adopted by the board must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.

8. 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 for termination under RCW 28A.405.300 or 28A.405.210.

9. When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of Unsatisfactory for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

10. 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 employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

Not applicable to Provisional Employees: The probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.

#### Section G. State Criteria and Scoring

State Evaluation 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 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 practices and student learning

### Summative Performance Rating for 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:

<b>Rating</b>	<b>Score</b>
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

The final score for each criterion will be based on a preponderance of evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above.

### Section H. Student Growth Impact Rating

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. 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.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

5 – 12	13 – 17	18 – 20
Low	Average	High

### Section I. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of Distinguished and with a low student growth rating will not receive an overall rating higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

#### Section J. Student Growth Inquiry

Within two months of receiving a low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other appropriate student and teacher information based on classroom, school, district, and state-based tools and practices.
2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessments are aligned.
3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation.
4. Create and implement a professional development plan to address student growth areas.

#### Section K. Definitions

“Artifacts” shall mean any products generated, developed, or used by a classroom teacher during the course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should arise naturally from these practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered artifacts.

“Criteria” shall mean the eight (8) state defined categories to be scored.

“Criterion” shall mean one (1) of the eight (8) state defined categories to be scored.

“Classroom Teacher” shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation. The term “classroom teachers” does not include Educational Staff Associates, e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists, Developmental Language Specialists, Librarians, TOSA, Counselors, and other bargaining unit members who do not meet this definition.

“Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks, trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a teacher at the same time for the purpose of inter-rater reliability and are not part of any evaluation process.

“Evidence” shall mean observed practice, products, results, or conversations that can be used to demonstrate knowledge and skills with respect to the four-level rating system.

“Instructional Framework” shall mean the adopted evidence-based instructional framework developed by the Center for Educational Leadership.

“Observation” means the gathering of evidence through classroom or worksite visits for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

“Performance Levels” shall mean: Four performance levels are provided for each indicator. Moving from Unsatisfactory to Distinguished, the performance levels increase in specificity of practice, cognitive demand, roles of students, and/or frequency of use. The performance levels 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.
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.

“Provisional Teacher” means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Methow Valley School District.

“Student Growth” shall mean the change in student growth between two points in time.

“Student Growth Data:” 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.

## **ARTICLE V. EVALUATION AND PROBATION OF EDUCATIONAL STAFF ASSOCIATES**

### Section A. Authority

All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.150, WAC 392-191 and this Agreement.

### Section B. Definitions

1. The term "Observation" shall mean the actual viewing by the evaluator of the employee as a part of the evaluation process.
2. The term "Observation Report" shall mean a written summary of the observation. Such observation report(s) shall be the primary basis for the "Evaluation Report" and shall be included as part of the "Evaluation Report."
3. The term "Evaluation" shall mean a summary of the results of observations of the employee during the evaluation process, as well as performance of other professional duties in the school setting.
4. The term "Evaluation Report" refers to that document which becomes a part of the employee's personnel file. The Educational Support Staff Final Evaluation Report (Short Form) is attached to and made a part of this Agreement as Appendix I. The Support Staff

Evaluation Report (Long Form) is attached to and made a part of this Agreement as Appendix J.

5. The term "Evaluation Process" shall mean that process which begins with the distribution of evaluation criteria by evaluators to each employee at the beginning of each school year. The process ends with the placement of the Evaluation Report into the employee's personnel file.

6. The term "Evaluation Criteria" shall mean that list of criteria set forth and made a part of this Agreement for Support Staff Employees as included in Appendix E.

7. The term "Evaluator" shall mean the building principal of the employee being evaluated, provided that assistant principals may serve under the direction of the building principal as evaluators, and further provided that in the event the employee being evaluated does not work under the direct supervision of a building principal, such certificated administrator employee of the District as the superintendent shall designate may serve as an evaluator, so long as such administrator is made known to the employee as his/her evaluator within ten (10) working days of the beginning of the school year, or from the assignment of the evaluator, and so long as such administrator otherwise meets the requirements for evaluators set out in law and this Agreement.

8. The term "Observer" shall mean that administrative employee of the district charged with the responsibility to evaluate employees during that portion of the evaluation process when he/she is performing the observation function.

9. The term "Educational Staff Associates" shall mean that sub-group of employees who are not classroom teachers, including but not necessarily limited to librarians, counselors, coordinators, psychologists, nurses, speech therapists, occupational therapists and physical therapists.

10. The following guidelines shall be followed in determining "Provisional Employee" status:

"Provisional Employee" means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Methow Valley School District.

11. The term "Short Form Employee" is any employee who has been employed by the District for four (4) years with satisfactory evaluations, provided that any such employee with the permission of his/her evaluator may opt out of short form status for any full year. Once on the short form, such employee shall remain on the short form throughout his/her career, provided that he/she or the District does not place him/her on the long form.



12. The term "Long Form Employee" shall be any employee who is a provisional employee with the District, who is not on probation, and who does not qualify for short form evaluation.

#### Section C. Purpose

The purposes of evaluation shall be:

1. To Identify Satisfactory Performance: To identify, in consultation with employees, specific areas in which the professional performance of each employee is satisfactory.
2. To Assist: To assist employees who have identified areas needing improvement in making those improvements.
3. Remediation: To identify employees whose professional performance is unsatisfactory and for whom remediation is needed.

#### Section D. Initiating the Evaluation Process

1. Within the first ten (10) days of each school year, or, in the case of new employees hired after the beginning of the school year, within ten (10) days of hire, evaluators shall meet with employees to review and discuss the evaluation process, options, criteria and forms. Where appropriate, evaluators may use group meetings for this purpose. At this meeting each employee shall be informed of his/her observer, evaluator, evaluation options and preliminary plan of observations and evaluations, and given a copy of the Evaluation Option Form, a copy of which is attached to and made a part of this Agreement as Appendix D. Within ten (10) days following this meeting each employee shall complete the Evaluation Option Form and return it to his/her evaluator.
2. The evaluator and employee shall meet for a pre-observation conference at least once a year. This conference must take place within seven (7) school days prior to the scheduled observation. The pre-observation conference form (Appendix F.1) shall include the date, time, subject taught and goals. If the observation is rescheduled, a new pre-conference will be conducted to include any informational changes.

#### Section E. Provisional Employees

1. Frequency of Evaluation: Provisional employees shall be evaluated by long form no less often than two (2) times annually during provisional status. The first such evaluation must be completed within the first ninety (90) calendar days of their employment period. The final evaluation shall be completed no later than the end of the school term. RCW 28A.405.100

2. Observations: Provisional employees shall be observed for the purpose of evaluation no less than twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

3. Provisional employees shall be subject to the provisions of RCW 28A.405.220 [RCW 28A.67.072] and Article IV, Section F of this Agreement.

#### Section F. Short Form Employees

1. Frequency of Evaluation: Short form employees shall be evaluated one (1) time per year, which evaluation shall be completed no later than May 15.

2. Observations: Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes during the school year with a written summary, or for at least two (2) observation periods totaling at least sixty (60) minutes without a written summary of such observations. When two or more observations are required, one observation must be within the first 90 school days, and at least one observation in the second semester, with the evaluation completed no later than May 15. For secondary teachers, at least one observation shall be in the employee's primary teaching assignment.

3. 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 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072). The short form evaluation may be used only in those cases where the evaluator reports "Satisfactory."

4. Removal from Short Form: If the evaluator or employee has reason to believe the short form option should be dropped during the year, written notification must be given of the reasons for the decision. An employee removed from short form must be placed on long form for at least one (1) year.

#### Section G. Long Form Employees

1. Frequency of Evaluation: Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than May 15.

2. Observations: Long form employees shall be observed for purpose of evaluation no less than two (2) times for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

3. When two or more observations are required, one observation must be within the first ninety (90) school days and at least one observation in the second semester with the evaluation completed no later than May 15. For secondary teachers, at least one observation shall be in the employee's primary teaching assignment.

## Section H. Review

In the event a long form, provisional or probationary employee receives an evaluation that he/she considers to be negative, that employee may request and shall be granted a meeting with the evaluator's supervisor. At the meeting, the supervisor shall determine whether there is reasonable basis for the employee to be granted a new evaluation. Acceptable grounds for such a finding are: possible bias; incomplete or inaccurate observations; professional or personal conflict between the evaluator and the employee; inconsistency between the observation reports and the evaluation conclusions; or such other causes as the supervisor may conclude. In the event the supervisor makes such a finding, the employee shall be granted a new evaluation to be conducted by a District appointed supervisor other than the employee's original evaluator.

## Section I. General Requirements

1. **Certain Class Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the employee 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) days of the observation. A copy of the evaluation shall be given to the employee by May 15. Within ten (10) working days, the employee may submit written comments concerning the report, which shall be attached to the report in the employee's file.
4. **Observations:** Evaluators shall have personally conducted at least one (1) of the observations upon which each evaluation is based. Observations shall be of no less than thirty (30) consecutive minutes.
5. **Working Files:** Principals' working files shall be purged at the end of each school year or no later than August 31.

## Section J. Post-Conference

1. **Required Observation Conference:** The evaluator and employee shall meet for a post-conference for each of the required observations under the long form option.

2. Employees shall have the opportunity to provide additional information to aid the observer/evaluator in completing the report, and make suggestions for the next observation.

#### Section K. Professional Growth Plan (PGP)

1. Definition: As used in this Agreement, the term “Professional Growth Plan” or “PGP” shall mean a voluntary plan by an employee designed to improve that employee’s professional performance according to the criteria set forth below.

2. Purpose: The purpose of the PGP is to assist employees in self-guided professional development toward self-selected professional development goals in order to encourage enhancements and improvements in teaching skills, techniques and abilities. Professional growth is the desired outcome of the PGP. PGPs are intended to provide employees with support for the risk-taking inherent in trying new ideas.

3. Plan: Each employee shall be encouraged to develop on his/her own a PGP according to the following guidelines. Employees intending to develop a PGP shall note such intention on the Evaluation Option Form (Appendix D).

a. Minimum Interference: The professional growth plan shall be developed, maintained and executed by the employee. Plans shall be discussed with the building principal so that the principal can provide guidance, support and assistance as necessary. If the plan does not fall within the goals of the District, the principal may disallow the plan.

b. Utilization: Such plans may utilize:

- (1) A peer review system to contribute to professional self-evaluation knowledge;
- (2) Input by students and/or parents;
- (3) Personal and/or professional goals;
- (4) Building goals;
- (5) Self-assessment/evaluation;
- (6) Personal academic records;
- (7) School district evaluations;
- (8) School district administrator assistance;
- (9) Other such sources consistent with sound pedagogical and research principles as the employees may choose to utilize.

c. Results: Such plans may result in:

- (1) Additional schooling;
- (2) Independent research;
- (3) Independent or group reading;

- (4) Peer observations/coaching;
- (5) Peer taping;
- (6) Professional leave;
- (7) Purchase of substitute time;
- (8) Specialists' assistance;
- (9) Workshops or inservice;
- (10) Goal setting;
- (11) Departmental or grade level group or individual activities;
- (12) Cross-curricular programs;
- (13) Professional materials related to goals;
- (14) Any other outcomes consistent with sound pedagogical and research principles deemed appropriate by that employee to achieve his/her PGP goals.

d. Inclusions: Such plans may include teaching assessment methods including:

- (1) Florida Performance Measurement System (FPMS);
- (2) University of Washington Teaching Assessment System
- (3) Teacher Effectiveness and Student Achievement (TESA);
- (4) Five Keys to Growth (FKTG);
- (5) Gender Expectations and Student Achievement (GESA);
- (6) Ventures for Excellence;
- (7) Any other assessments consistent with sound pedagogical and research principles deemed appropriate by that employee to achieve his/her PGP goals.

4. Funding: In the event an employee or group of employees wishes to seek District funding for PGPs, they must first:

a. Principal Sign-Off: Have the principal sign off each PGP. Such signing off shall mean only that the principal has read and had an opportunity to offer comment upon the employee's PGP.

b. Principal Responsibility: It is the principal's responsibility to fill in the short form for the legal requirements of the evaluation process. Additional forms for evaluation may be included in the PGP by the employee.

c. Application: Make application to the in-service committee. Said committee shall authorize allocation of in-service funds for approved PGPs, up to \$400 per employee or an amount determined by the in-service committee.

d. Qualifications: Any employee eligible for the short form is also eligible for the PGP. The in-service committee may grant qualification based on fair rotation of employees through the PGP. Consideration may be given to evaluators so that

their responsibilities are fairly distributed between long, short and PGP evaluation options.

5. Professional Growth Plan Results: Whether or not an employee elects to share the processes and/or results of his/her PGP with peers, faculty, or administrators is at the sole option of the employee, unless as a part of funding application he/she included a provision for publication to colleagues or District.

6. Records and Materials: In addition to the plan itself, materials, records and/or portfolios developed as a result of an employee's participation in a PGP, whether funded by the District or not, shall be the sole property of the employee and shall not be retained in the employee's personnel file or used by the District in any way in its evaluation of the employee, except to note that the employee has voluntarily entered or has not voluntarily entered a PGP. Any materials, supplies, or capital purchases made as a part of the PGP will remain the property of the District. The employee retains the right to any material that might be copyrighted or patented as long as the District retains the right to use such materials.

#### Section L. Probation

1. Notice: In the event that an employee's work is judged to be unsatisfactory based upon the evaluation criteria and procedure, the evaluator shall notify the Superintendent any time after October 15th. At the time the employee is notified in writing of the specified area(s) of deficiency along with a suggested, specific and reasonable program of improvement, the sixty (60) school day probationary period shall begin. The probationary period shall end not later than May 1st. The notice to the employee shall be signed by the Superintendent. (RCW 28A.405.100)

2. Purpose: The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency.

3. Regular Meetings and Assistance: During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee. An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

4. Removal: The employee may be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1st.

5. Failure to Improve: If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 1st of the lack of improvement along with specific documentation. Lack of

necessary improvement may constitute grounds for non-renewal pursuant to RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072).

6. Adverse Effect: Probation shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.405.300 (RCW 28A.58.450)

## **ARTICLE VI. LAYOFF, RECALL, RETIRE, REHIRE**

### Section A. Layoff and Recall

In the event the District decides to add or delete programs to fit the educational needs of students or a financial emergency arises that requires the District to consider a Reduction In Force (RIF) affecting employees, the District shall confer with the Association at the earliest possible date and shall continue to confer throughout the process. The parties shall meet and discuss possible ways of avoiding a RIF and ways to minimize the potential negative impact of such action should it become necessary.

If a RIF is still required, the District shall first seek voluntary reduction through resignations, leaves of absence and/or retirement, and only then consider layoffs. If layoffs are required, the District shall make every effort to retain the most senior employees first, taking into consideration the needs of students, requirements for graduation, requirements to maintain accreditation, source of funding for current positions and minimum program requirements under state law, and the employees' endorsements.

The parties shall also make every reasonable effort, jointly and separately, to minimize the impact of layoff by helping to seek other employment for RIFed employees and by re-hiring laid-off employees as soon as openings for which they qualify become available.

In addition, each September the District shall distribute and post an updated seniority list. The list shall indicate the most recent date of hire of each employee, his/her current assignment and the bargaining unit positions for which the employee is certified.

### Section B. Retire/Rehire

The purpose of retire/rehire legislation is to encourage retired Plan I TRS employees to fill vacancies that districts are having difficulty filling because of employee shortages. Retirees must be separated from the District for thirty (30) days before they can be considered for a position under the provisions of the retire/rehire legislation. Contracts issued under the retire/rehire legislation are non-continuing contracts and subject to the following:

1. Contracts cannot exceed one school year nor provide more than 867 hours of employment.
2. Contracts must be non-continuing contracts. They are not subject to non-renewal laws. The position must be posted each year.
3. Contracts are subject to full protection of the local bargaining agreement. The district must pay retire/rehire employees according to the salary schedule and provide the full benefits of the collective bargaining agreement.
4. Any adverse action taken against a retired/rehired employee during the term of the contract is subject to statutory provisions of the law.
5. A rehire/retire employee is not placed on the seniority list for the purpose of reduction in force.

## **ARTICLE VII. INSTRUCTION**

### Section A. Academic Freedom

Pursuant to Washington law, the District has the final authority and responsibility to develop and adopt courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the parties' commitment to the democratic tradition; a concern for the rights, growth and development of students; objective scholarship; and recognition of the maturity level of students. Further, the parties agree that the District's schools are not the appropriate forum for the expression of personal, religious or political views or for the militant advocacy of any particular cause or point of view.

### Section B. Class Size

The District has been and will continue to be committed to working with teachers to maintain reasonable class sizes. This will be done by ensuring that all BEA funds intended for classroom instruction are used for that purpose. In addition, the District will work with teachers, through staff development and inservice, to assist in handling students with special needs in the regular classroom. If assistance is needed for larger classes, the District will work with the affected teachers to improve the situation.



Class Size Limits:

	Optimum/Ideal	Enrollment maximum
Kindergarten	20	22
Combined Rooms	20	22
1st-2nd grade	23	25
3rd-6th grade	25	27
7th-12th grade	28	30
REACH (K-12)	25	27
ILC (9-12)	23	25

REACH: Responsive Educational Alternative for Children at Home  
 ILC: Independent Learning Center

Overload Remedies:

If the enrollment maximum is exceeded as set out above, the Principal, employee and, if the employee so chooses, an Association representative will meet on or before the tenth day after overload occurs to review and discuss overload remedies for all days in which the maximum has been exceeded. Final selection of the remedy will be the teacher's choice.

Four different remedy options follow. If any teacher receives additional students after the initial remedy has been chosen, then the teacher will be compensated per student under section 1 below for the additional students.

1. Compensation:

K-6	\$12 per student, per day
7-12	\$3 per student per period

2. Substitute Release Time: Teachers may choose up to three (3) days per semester of substitute release time as an option to manage the additional workload. These days must be prearranged with the Principal, and would be dependent upon substitute availability.

3. Instructional Supplies & Materials/Staff Development: Teachers may access \$400 per semester for overloads described above. Supplies and materials may include

software or technology purchase, supplementary materials and resources. Also available are additional staff development opportunities. Not intended for overload remedies are basic curricular materials (textbooks, markers, classroom supplies). Teachers may carry forward these dollars for two (2) consecutive semesters, not to exceed \$800.

4. Other: At the request of the employee, MVEA and district administration will work closely with the teacher to identify other possible remedies to address class size overload issues.

### Section C. Plan Time

1. Elementary: All elementary (K-6) employees shall have scheduled no less than three hundred (300) minutes per contract week for planning purposes. Preparation periods shall be of at least thirty (30) uninterrupted minutes exclusive of passing time and within the students' instructional day.

2. Secondary: All secondary (7-12) employees shall have scheduled no less than one class period or one block (whichever is greater) per contract day for planning purposes.

3. Split Assignments: Employees assigned to both elementary and secondary positions shall be granted planning time proportionate to the amount of time they are employed in each building. Such preparation periods shall be at least thirty (30) uninterrupted minutes and within the students' instructional day.

4. Use: The use of planning time shall be for professional purposes and shall be performed in the building. The employee may not be asked to use plan time for administrative/staff meetings, in-service or student supervision without the consent of the employee. Employees shall have the right to use for additional planning time any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist.

5. Teacher Substituting for Teacher: If an employee is asked to cover a class during his/her planning time, the decision shall be voluntary and the employee shall be paid a stipend equal to the proration of the teacher's per diem salary.

6. Part-Time Employees: Part-time employees shall be granted planning time proportionate to the amount of time they are employed.

### Section D. Supplies, Materials and Equipment

1. All employees will be given an opportunity to express in writing their needs for supplies, equipment and materials for the following year.

2. Every reasonable effort shall be made by the District to acquire supplies, equipment and materials prior to the opening of school in fall.

### Section E. Student Discipline

1. In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced daily and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable District policy and with federal and state laws.

2. The Board, superintendent and building administrators shall support and uphold employees in their efforts to maintain discipline in the District, and shall give immediate response to all employees' requests regarding discipline problems. Further, the Board supports the authority of employees to use prudent discipline measures for the safety and well-being of students and employees.

### Section F. Teacher Leaders

Teacher leaders play an important role in the District's continual improvement effort. They work closely with the administration to align and coordinate instructional efforts throughout our schools. Activities of educators who serve in this capacity may include:

1. Coordinate and lead professional development throughout the school year by setting goals and monitoring progress, developing agendas and examining student achievement data.
2. Attend and help Teaching and Learning Committee meetings. This may include participation in summer and school-year professional development opportunities as determined by members of the Teaching and Learning Committee.
3. Report directly to the building principals and be contributing members of the principals' leadership teams.
4. Assist in the planning, organization and leadership of district-wide professional development and school improvement activities.
5. Articulate faculty needs and professional development needs.

The District will post Teacher Leader positions each year by May 15. The position will have a stipend of \$2,500.

### Section G. The Teaching and Learning Committee

The District's Teaching and Learning Committee (TLC) shall consist of the superintendent, principals, instructional coach(es), and Teacher Leaders.

Participation in the TLC shall be included in the stipends that Teacher Leaders receive for the year. Any other certificated teachers who would like to join the TLC are welcome. They will be compensated for any time beyond the contracted day at their per diem rate.

The committee shall:

1. Work together to implement the CEL framework across the school district
2. Align district teaching and learning goals to annual PLC goals
3. Help plan and lead the district's professional days
4. Review student achievement and other data to refine strategic improvement efforts

#### Section H. Professional Development

The District and Association will work together to promote professional development.

1. No less than one (1) day per year for each employee will be granted to view learning in another classroom. The District shall pay substitute costs as needed.
2. No less than one (1) day per year for each employee will be granted to attend a district-approved workshop. The District shall pay substitute costs as needed.
3. Certificated employees shall be paid \$30 per hour for pre-approved curriculum development outside the school year.
4. National Board Certification candidates will be granted a total of three (3) work days to pursue their study. In addition, the District will pay cohort fees for one year and allow access to necessary equipment.
5. Professional certification candidates will be granted one (1) work day to pursue their study. The District will allow access to necessary equipment.

#### Section I. Mentorship Program

The parties are committed to developing a district-wide mentorship program focused on cultivating a professional learning environment that is responsive to the identified needs of each newly hired certificated staff member.

Mentors will be assigned to newly hired certificated staff members who are in their first year of teaching in the Methow Valley School District. This provision does not apply to certificated substitute teachers. Mentors (one per mentee) will be selected at the discretion of the mentee's supervising administrator.

At the beginning of the year, administrators, mentors, and mentees will identify the mentee's professional goals. Building administrators and the assigned mentor will review the mentees professional goals and develop a personalized plan of support.

Both mentor and mentee will receive a \$750 stipend.

#### Section J. Hiring Substitutes

Whenever an employee is absent, the District shall make an honest effort to replace that employee during the term of his/her absence with a suitable substitute.

#### Section K. Grading

Employees have the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the employee. No Board or administrative pressure shall be applied to any employee regarding grading or evaluation of students. At the end of each grading period or prior to conferences, the District will provide an early release day for certificated employees to complete grades.

### **ARTICLE VIII. LEAVES**

#### Section A. Illness, Injury and Disability (Sick) Leave

1. Accumulation: At the beginning of each school year, each full-time employee shall be credited with twelve (12) days of illness, injury, and disability leave, which shall be referred to hereafter as "sick leave." Employees who are less than full-time shall receive a prorated portion of such leave. Employees who leave the employment of the District before the completion of their contracts will receive one (1) day of sick leave for each month worked during the contract year. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each paycheck stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. Use:

a. Personal Illness, Injury or Disability: The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

b. Maternity: The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity

leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

c. Family Illness: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee. This leave is in addition to Section C Bereavement Leave and may be accessed if bereavement leave is exhausted.

d. Emergency: The District shall grant sick leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.

3. Sick Leave Exhaustion: In the event an employee's accumulated sick leave is exhausted but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District shall grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

4. Annual Sick Leave Buy-Back Option: Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (1) day per month.

5. Death or Retirement Sick Leave Buy-Back Option: At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one hundred eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days of accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Office of the Superintendent of Public Instruction.

6. VEBA III: The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the Plan) pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

For purpose of retirement contributions to the Plan, all employees covered by the agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

#### Section B. Personal Leave

Employees shall be granted five days of personal paid leave annually. The first two of these days shall be granted without a deduction from sick leave. The remaining three days shall be deducted from accumulated sick leave. Personal leave may be taken at the employee's discretion and no explanation is necessary; however, at least five (5) days' prior notice shall be given to the immediate supervisor before taking this leave. Such leave shall not be taken on Professional Days. Personal leave is non-accumulative.

#### Section C. Bereavement Leave

Bereavement leave of up to five (5) days per year shall be granted with pay (not to be deducted from sick leave) in cases of bereavement involving serious illness, serious injury or death in the employee's immediate family. One (1) day of bereavement leave shall be granted with pay in cases of bereaving the death of friends, students or colleagues. For purposes of this Article, "immediate family" shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or others living in the immediate household of the employee. Bereavement leave is non-accumulative. Employees using bereavement leave shall notify their principal as soon as possible.

#### Section D. Jury Duty, Court, Hearing and Subpoena Leave

1. Jury Duty: When legally summoned for jury duty, an employee shall receive full and usual compensation from the District.

2. Court Leave: If an employee is necessarily absent in response to a subpoena, duly served by an officer or a court of the State of Washington, but not as a litigant, no deduction shall be made from that employee's compensation as a result of that absence. Leave herein granted is limited to those days, which require giving testimony or participating in a trial. However, any money received for that service, except per diem and/or mileage expenses, shall be paid to the District by the employee.

#### Section E. Long-Term Leave of Absence

The District may grant any employee an unpaid long-term leave of absence for an academic semester or an academic year for purposes of improving instructional effectiveness (e.g. graduate degree, teacher exchange) or extended family emergency. Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), and shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave. Notice of intent to return will be submitted in writing to the superintendent by April 15 to guarantee employment for the coming school year.

#### Section F. Absence Due to Assault or On the Job Injury

Whenever an employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, or in the event that an employee has been physically disabled because of an assault on his/her person in the course of employment (which is covered by the State Workman's Compensation Act), the District may pay the employee the available sick leave pay for the period of the absence at the request of the employee. Upon receipt of State Labor and Industries insurance or trust providers' payments for the applicable time loss, the employee may endorse any and all such time loss payment checks and present them to the District's payroll office. The District will then reimburse the employee's sick leave account with hours or days equivalent to those which payment has been allowed by the provider. The District shall maintain all other benefits such as health, retirement, social security, and salary placement as per state and federal laws. (RCW 51.32.090)

#### Section G. Meetings and Conferences

The District may grant paid leave with reimbursement for approved expenses to employees for the purpose of attending educational meetings. Application for such leave shall be in writing.

#### Section H. Association Leave

1. The District shall grant Association leave, not to exceed twelve (12) days with pay, to officers, chairpersons or representatives of the Association to participate in Association



business. Such leave is non-accumulative. The Association president may request and the superintendent may grant additional days of leave under this provision.

2. Notification of leave shall be submitted by the president in writing to the superintendent at least five (5) days before the leave is to take effect.

3. The Association shall reimburse the District for substitute costs incurred.

#### Section I. Military Leave

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law. Military verification must be made available to the District at the time of the request for leave.

#### Section J. Notification

In the event the District disqualifies any absence or denies any leave request, it shall notify the employee, in writing, within ten (10) business days along with reasons therefore.

#### Section K. Sick Leave Sharing

1. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.

2. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to a sick leave bank for the purposes specified in K.1 above.

3. Employees are not allowed a transfer that would result in his or her sick leave account going below twenty-two (22) days. (RCW 41.04.665)

4. Sick leave shall be defined as leave pursuant RCW 28A.400.380 with compensation for illness, injury and emergencies.

5. While an employee is on leave transferred under this section, he or she shall be classified as an employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave.

Section L. Family Leave (Family and Medical Leave Act of 1993 - FMLA), Title 29, Chapter 28 of the United States Code of Regulations

1. The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity.
2. An eligible employee is entitled to a total of twelve (12) work weeks of family and medical leave during any fiscal year (September 1 – August 31). An employee shall first become eligible for family and medical leave following the adjusted anniversary of his/her date of hire.

Employee eligibility is as follows:

- a. Employed by the Methow Valley School District for at least twelve (12) months, with 1,250 hours of service during the twelve (12) month period immediately prior to the start of the leave.
  - b. Employed by the Methow Valley School District for at least twelve (12) months, with 625 hours of service during the twelve (12) month period immediately prior to the start of the leave. Such an employee is eligible for family and medical leave in direct proportion to the hours worked on a weekly basis. Example: if an employee works twenty (20) hours per week, he/she is eligible to receive twelve (12) weeks of family leave at twenty (20) hours per week. Must meet one of the four conditions listed below which apply equally to male and female employees.
3. An eligible employee is entitled to family medical leave for:
    - a. The birth of a child and to care for such child from birth through twelve (12) months of age.
    - b. The placement of a child with the employee for adoption or foster care that requires state action for a period of twelve (12) months from the date of such placement.
    - c. Caring for the employee's seriously ill spouse, parent, or child under eighteen (18) years of age or a child over age eighteen (18) years of age who is incapable of self-care because of a mental or physical disability.
    - d. A serious health condition that makes the employee unable to perform his/her job functions.

4. For purposes of family medical leave:

a. "Incapable of self-care" means that he/she is incapable of performing several of the basic activities of daily life without the assistance of another person.

b. "Spouse" is defined in accordance with state laws. An unmarried domestic partner does not qualify for family medical leave to care for his/her partner.

c. "Serious health condition" covers conditions or illnesses affecting one's health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.

5. If leave is taken for birth or placement for adoption or foster care, and both spouses work for Methow Valley School District, the family medical leave that may be taken is limited to a combined total of twelve (12) work weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

6. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued leave or bereavement leave to which he/she is entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the district of his/her intention regarding use of accrued leave or bereavement leave to which he/she is entitled.

Methow Valley School District shall be responsible for maintaining the District's portion of the employee's current health care coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee's premium payment is more than thirty (30) days late, the District's obligation to maintain group health insurance ceases. The District will provide the employee a written notice by certified mail that their coverage will be canceled fifteen (15) days after delivery of notification.

If the employee fails to return from family medical leave, the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.

7. Family medical leave taken on an intermittent basis (such as working a reduced work week) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously ill family member or for the employee's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an

available alternative position for which the employee is qualified, with equivalent pay and benefits, to better accommodate recurring periods.

8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable. In this case the employee must notify the District as soon as possible. An employee should consult with their supervisors when giving notice regarding planned medical treatment, and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider. The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. If an employee requests intermittent (or reduced) leave for planned medical treatment for more than twenty percent of the total number of days in the period during which the leave would be used, the District may require the employee to elect to:

- a. Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- b. Be transferred to an alternative position.
- c. An employee who requests a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

#### Section M. Child Care Leave

Following the initial twelve (12) weeks of Family Medical Leave, Child Care Leave for newborn infants or newly adopted children shall be granted additional unpaid leave not to exceed one (1) additional school year providing that the employee returns at the beginning of a school term (1st or 2nd semester).

Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the district.

Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), and shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Notice of intent to return will be submitted in writing to the

superintendent by November 15 for return prior to the second semester, or April 15 to guarantee employment for the coming school year.

## **ARTICLE IX. FISCAL MATTERS**

### Section A. Salary

1. Schedule: Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A. Any changes made to the Salary Allocation Schedule produced by the state will be reflected by replacement of Attachment A with the new State Salary Allocation Schedule.
2. Retroactivity: Should the date of execution of this Agreement be subsequent to the effective date, salaries shall be retroactive to the effective date.
3. Initial Placement:
  - a. Certificate: All employees must possess a valid Washington State teaching certificate and endorsement(s).
  - b. Experience Credits: Full credit shall be granted pursuant to WAC 392-121 and the State Allocation Model (SAM).
  - c. Initial placement: The salary schedule shall be granted pursuant to necessary verification and submission of official transcripts pursuant to WAC 392-121.
4. Increments: Increment steps for experience and advanced education shall be granted September 1 of each year. Employees shall receive increment credit and advancement pursuant to WAC 392-121 and the State Allocation Model (SAM).
5. Payment: Paychecks shall be issued on the last business day of each month. Employees may opt to have their checks direct-deposited to a bank or mailed to a specified address.
6. Severance: All compensation owed to an employee who is leaving the District shall, upon request, be paid within one month of the final day of employment.
7. Compliance: The District shall not fund extended day and/or supplemental contracts from the BEA allocation pool funded by the State.
8. Academic/Clock Hour Credits: The State Allocation Model criteria shall serve as determiner for acceptance of credits toward advancement on the salary schedule. If such credits are paid by SAM to the District, they shall be accepted and paid locally, provided a local District committee has approved the credits as required by law.

9. Part-time Employee: The State Allocation Model rules shall determine how much experience credit employees shall be granted for part-time or part-year work experience.

10. Errors in Computation: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an overpayment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid, the deficit shall be made up during the next pay period.

#### Section B. Training and Approved Courses

Requested and Approved Courses: Employees attending training courses or seminars requested by the employee and approved by the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for training course fees and tuition will be paid by the District at the current State rate.

#### Section C. Insurance

1. Contribution: The District shall provide the maximum insurance contribution funded by the State per month, per FTE, on a pooled basis. Should the Association determine that additional monies are needed by employees for insurance protection, the District shall lower salaries by that amount and purchase the requested insurance, to the extent such arrangement is permitted by law.

2. Retired employee carve-out: The District will pay 50% of the retired employee carve-out for each employee for the 2009-10 and 2010-11 school years. If the maintenance and operation levy passes in 2010, the District will pay 50% of the carve-out for 2011-12 and 2012-13. This item will need to be renegotiated for the 2013-2014 school year and beyond.

3. Part-Time Employees: Employees less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the maximum contribution.

4. Pooling: The intent of the Parties is to provide the maximum insurance contribution allowable by law to the employee pool. To gain maximum utilization of the total allowable State insurance contribution provided by law for employees, the District shall contribute the maximum allowable to an insurance pool to be distributed among employees, to those who do not generate sufficient monies to cover the full cost of medical coverage.

5. Sequence: From the dollar amount available to each employee, first shall be deducted the cost of the District's dental, LTD and life insurance plans, with the remaining monies available for application to one medical insurance program of the Association's choice.

6. Review: The Parties shall jointly review coverage and carriers at least annually. No change in carrier or coverage shall be made without mutual determination of the Parties.

7. Additional Options: In addition, any employee may participate in any other WEA-approved voluntary programs, provided all premiums will be paid from payroll deductions by the employee. Such premiums/deductions will not be included in any pooling calculations.

#### Section D. Work Year

The length of the regular employee contract shall be one hundred eighty (180) days plus two (2) district funded professional development days. Employees will be paid their per diem rate for the two professional development days, based on their placement on the state salary schedule. Compensation will be divided into twelve (12) payments. This provision shall not preclude the District from entering into contracts with employees for specified projects, which are not deemed regular extended contracts provided they are paid on the formula set out in this section. Each employee shall receive additional compensation. Payment for such days shall be as set out in Appendix A, Salary Schedule and Appendix B, Supplemental Days.

##### 1. Work Year:

###### 2016-17

180 Instructional Days (Inclusive of Waiver Days)  
2 Professional Development Days (Scheduled Prior to First Day of School)  
5 Supplemental Days (See Appendix B)

###### 2017-18

180 Instructional Days (Inclusive of Waiver Days)  
2 Professional Development Days (Scheduled Prior to First Day of School)  
7 Supplemental Days (See Appendix B)

###### 2018-19

180 Instructional days (Inclusive of Waiver Days)  
3 Professional Development Days (Two Scheduled Prior to First Day of School and One TBD by Calendar Committee)  
8 Supplemental Days (See Appendix B)

###### 2019-20

180 Instructional days (Inclusive of Waiver Days)  
4 Professional Development Days (Two Scheduled Prior to First Day of School and Two TBD by Calendar Committee)  
9 Supplemental Days (See Appendix B)

### Section E. Length of Workday / Staff Meetings

The contracted day for certificated employees shall begin thirty (30) minutes before the student instructional day begins and shall continue until thirty (30) minutes after the student instructional day ends. The student instructional day may vary from school to school, provided that the total length of the workday shall include a thirty (30) minute duty-free lunch period, a ten (10) minute duty-free mid-morning period and thirty (30) minutes before and after the student instructional day. Up to two (2) staff meetings per month may be scheduled, provided that any before-school staff meeting not begin before 7:45 a.m. and any after-school staff meeting not extend past 4:00 p.m. Unusual circumstances may require that an additional staff meeting be called, but every effort should be made to schedule it within the normal contracted workday.

### Section F. Release from Contract

An employee shall be released from the obligations of his/her contract upon request under the following conditions:

1. A letter of resignation must be submitted to the superintendent's office.
2. If the letter of resignation is submitted prior to June 15th, the employee will be released from his/her contract.
3. If the letter of resignation is submitted June 15th or after, a release from contract will be granted provided a satisfactory replacement can be obtained.
4. A release from contract shall be granted in cases of illness or other personal matters, which make it impossible for the employee to continue employment in the District.

### Section G. Calendar

The following is a summary of the process for developing the calendar:

1. The District and Association will appoint a joint committee comprised of Association representatives of MVE, ILC, and LB, principals, a representative of PSE and at least one student and parent.
2. The committee will formulate a list of possible calendar options, which may include but are not limited to student start dates, teacher workdays, holidays, student end dates, conference times, early releases and professional days.
3. Within a period of time designated by the committee, the committee will make a list of options available for review and input/feedback to the following three groups:



- a. Certificated Staff
- b. Classified Staff
- c. Students and Parents

4. The input/feedback from these three groups will be considered by the committee. The committee will review and formulate possible calendar scenarios. One or more calendar options will be created to reflect input from the groups.

5. In the event of more than one calendar option being promoted, the committee will poll the various stakeholders, including staff at all schools, as to the most preferred calendar option and, once results have been tallied, make a recommendation to the Superintendent and the Board for the Board's final approval by March 31st.

#### Section H. Travel Reimbursement

An employee who is required to use his/her own vehicle as a part of his/her employee responsibilities (including employees who are required to travel between buildings) shall receive travel reimbursement equal to that amount paid by the state to state employees.

#### Section I. Extracurricular Employment

Not a Condition of Employment: Neither a determination by the District to offer or not offer supplemental contract employment to an employee, nor an agreement by an employee to accept or not accept supplemental contract employment, shall be made a condition of continuous or future employment with the District.

#### Section J. Supplemental Days

Each employee shall receive additional compensation for work above and beyond the regular workday as defined in Appendix B. This includes conferences, conventions, workshops, development of programs, student record keeping, classroom preparation in advance of the school year or any other teacher duties. These days will be paid at the employee's per diem rate, based on placement on the state salary schedule. Compensation will be divided equally into twelve (12) payments. They will be pro-rated based on the employee's FTE.

#### Section K. Supplemental Employment

1. Summer employment for certified staff will be compensated at \$30 per hour unless the rate of pay is specified in a written grant.
2. Supplemental contracts will be issued no later than September 30, and will specify duties and reporting requirements.

## **ARTICLE X. GRIEVANCE PROCEDURE**

### Section A. Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances.

### Section B. Definitions

1. A “grievant” shall mean an employee, a group of employees or the Association filing a grievance.
2. A “grievance” shall mean a claim by a grievant that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

### Section C. Grievance Principles and Rights

1. Every individual and the Association shall have the right to present grievances in accordance with the procedures herein.
2. All grievances shall be submitted on copies of Appendix C, which is attached to and made a part of this Agreement. Employee evaluations shall be subject to the grievance procedure only regarding procedural requirements.
3. The submission of a grievance or grievances hereunder shall be limited to those grievances arising out of or involving the interpretation or application of the express terms of this Agreement, provided, however, that the following matters shall not be subject to the binding arbitration provisions:
  - a. Matters relating to notice of discharge;
  - b. Matters relating to notice of non-renewal; and
  - c. Matters relating to adverse effect of contract.
4. Any grievance not filed in accordance with these procedures or within the time limits will be barred from appeal, provided that the time limits may be extended by mutual written agreement.
5. If a response to a properly filed grievance is not received in a timely fashion, or if the grievant is not satisfied with the response, the grievance may be appealed to the next step.

6. Grievant and those who testify in grievance hearings shall not be disciplined or suffer any reprisal because of any such participation.

7. Any employee has the right to be represented in the grievance process by an Association representative, or to pursue his/her grievance without representation.

8. Nothing in this Agreement shall be construed to prevent any employee from discussing a problem with the administration or having it adjusted without Association representation.

9. The District shall notify the Association of any grievance that is filed. The Association shall have the right to be present and state its views at any grievance meeting whether or not the Association represents the grievant.

10. All matters relating to a specific grievance shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant to the grievance. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file. If the grievant so requests in writing, a record of the final adjustment of his grievance may be placed in his personnel file.

11. The Parties will cooperate in the investigation of any grievance and, upon request, will furnish each other with pertinent information for the processing of any grievance.

#### Section D. Procedures

1. First Step: It is mutually agreed that it is desirable for an employee and his immediate supervisor to make an effort to resolve problems through informal communication. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her principal or appropriate supervisor and shall file a copy with the superintendent. The written grievance must be filed within thirty (30) days following the occurrence of the grievance. The principal or supervisor having authority to render a decision on the grievance shall make his/her decision and communicate it in writing to the grievant, the Association, and the superintendent within five (5) days of receipt of the grievance.

2. Second Step: If the decision at the first step does not satisfactorily resolve the grievance, the grievant may file an appeal from that decision with the superintendent within five (5) days.

The appeal shall contain a copy of the original grievance and the first-step decision. Within five (5) days after filing the appeal, the grievant, the principal or supervisor and the superintendent shall meet to resolve the grievance. If a satisfactory resolution of the grievance is reached, it shall be reduced to writing and signed by the grievant and the superintendent. If resolution is not reached, the superintendent shall deliver his/her

written decision within five (5) days of the last grievance meeting to the grievant and the Association.

3. Third Step: If no satisfactory resolution of the grievance is reached at the second step, the grievant may, within five (5) days after the decision in the second step is rendered, request in writing that the grievance be submitted to the Board. Within twenty (20) days after receiving such a request, the Board shall hold a hearing and render a decision. In the event the grievance is submitted for hearing before the Board, the grievant waives the right to appeal such grievance to binding arbitration. The Board's decision shall not be contrary to the terms of this Agreement.

4. Fourth Step—Binding Arbitration: In the alternative to submitting the grievance to the Board under the third step, the grievant may submit the grievance to binding arbitration provided that within ten (10) days after the decision in the second step is rendered, a request that the grievance be submitted to binding arbitration is delivered to the District superintendent. Within ten (10) days after a written request to submit the grievance to binding arbitration, the Board and the grievant will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to so serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party or jointly. The arbitrator selected will confer with the Board and the grievant or their representative and hold a hearing promptly and will issue his/her decision in writing not later than twenty (20) days from the date of the close of the hearings or from the date the final statement and briefs are submitted to him/her. The decision of the arbitrator shall be submitted to the Board and the grievant and shall be final and binding on both parties. The expense of arbitration shall be borne equally by the Board and the grievant.

#### Section E. No Strike, No Lockout

The parties agree that there shall be no strike or other economic action by certificated employees covered by this Agreement or by the Association nor shall there be any lockout or other economic action by the District while this Contract is in effect over any dispute which arises out of the interpretation or application of this Contract or any alleged violation of the terms of this Contract.

## **ARTICLE XI. SUBSTITUTES**

#### Section A. Assignment of Substitutes

1. The District agrees to maintain a list of qualified persons sufficient to serve as substitutes for regular employees who may be absent on any given workday. Said list shall indicate grade level and/or subject matter preference, if any, of all listed substitutes.

2. An employee, prior to absence, may request a particular substitute employee. If no request for a specific substitute has been made, or if the requested substitute is not available, the substitute shall be called from the substitute pool.

3. Members of the RIF employment pool (Article V, Section B) shall have first priority for long-term substitute positions consistent with their certification, experience and evaluations.

#### Section B. Pay for Substitute Employees

1. Teacher Subbing for Teacher: If an employee is asked to cover a class during his/her planning time, the decision shall be voluntary and the employee shall be paid a stipend equal to the proration of the teacher's per diem salary. (Article VI, Section C, paragraph 4)

2. Long-Term Substitute Employees (Article I, Section B, paragraph 3): Long-term substitute employees shall be paid in the following manner:

a. Twenty Consecutive Day Rule: Substitute teachers who work in the District twenty (20) consecutive days in one position shall be covered by the salary portion of this Agreement upon reaching the 21st day of service.

b. Thirty Casual Day Rule: Substitute teachers who have worked thirty (30) or more days in one position shall be covered by the salary portion of this Agreement upon the 31st day of service.

3. Represented substitutes that are not Long-Term Substitute Employees shall be paid a per diem rate calculated by dividing the base rate for teachers by one hundred eighty (180) (number of days in teacher contract) and multiplying by .62.

4. Assignments of less than a full day shall be calculated on the number of minutes taught and dividing it by the number of minutes a teacher with a full-time assignment in the particular building teaches. The minimum per diem pay for a substitute assignment shall be the pay for one hundred twenty (120) minutes.

#### Section C. Substitute Leaves

Substitute employees who are to be placed in the same position for less than a full year but more than twenty (20) consecutive days shall be granted leave in direct proportion to the number of days so assigned thereafter. Said leave may be used for absences during the time of the continuing assignment but shall not be transferable from one assignment to the next.

**ARTICLE XII. DURATION OF AGREEMENT**

This agreement shall be in full force and effect from August 1, 2016 through August 31, 2020. No later than May 1 of each year, the Parties shall exchange proposals for openers to modify the Agreement. Otherwise, negotiations may be opened only by mutual agreement. Financial items and two items from the Association and two from the District may be opened annually.

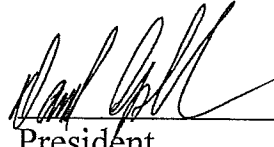
In the event of a significant reduction in state funding or a levy failure, either party shall have the option to reopen this Agreement to negotiate revised provisions. Such reopening notice shall be in writing. Within ten (10) days of such notice, the parties shall begin negotiations on an expedited basis.

The Parties agree upon this Agreement this 22nd day of June, 2016, to be executed on August 1, 2016.

FOR THE DISTRICT

FOR THE ASSOCIATION

  
Board Chairperson      6-22-16  
Date

  
President      6/24/16  
Date

**APPENDIX A**  
**METHOW VALLEY SCHOOL DISTRICT**  
**Washington K-12 Salary Allocation for Certificated Instructional Staff 2016-17**

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	35,069	36,016	36,997	37,981	41,137	43,170	42,045	45,201	47,235
1	35,541	36,501	37,495	38,522	41,711	43,732	42,512	45,701	47,722
2	35,991	36,960	37,965	39,071	42,250	44,293	42,983	46,162	48,205
3	36,454	37,433	38,448	39,589	42,763	44,855	43,429	46,600	48,693
4	36,909	37,931	38,952	40,133	43,325	45,432	43,896	47,089	49,197
5	37,378	38,405	39,436	40,683	43,863	46,013	44,371	47,553	49,703
6	37,861	38,865	39,932	41,240	44,405	46,566	44,859	48,024	50,184
7	38,709	39,728	40,809	42,188	45,401	47,621	45,771	48,982	51,204
8	39,950	41,025	42,131	43,625	46,881	49,183	47,206	50,463	52,764
9		42,368	43,529	45,077	48,409	50,789	48,657	51,991	54,371
10			44,944	46,604	49,979	52,439	50,185	53,562	56,021
11				48,175	51,624	54,133	51,756	55,207	57,714
12				49,696	53,313	55,897	53,389	56,895	59,479
13					55,043	57,704	55,079	58,624	61,285
14					56,781	59,579	56,819	60,477	63,161
15					58,259	61,129	58,296	62,049	64,803
16 or more					59,423	62,351	59,462	63,290	66,099

**APPENDIX B  
SUPPLEMENTAL DAYS  
METHOW VALLEY SCHOOL DISTRICT**

	Year One 2016-17	Year Two 2017-18	Year Three 2018-19	Year Four 2019-20
<b>Instructional days (Inclusive of State Board approved waiver days)</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>
Technology Levy professional development days	2	2	2	2
Additional professional development days	0	0	1	2
<b>Total professional development days</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Supplemental days</b>	<b>5</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>TOTAL PAID DAYS</b>	<b>187</b>	<b>189</b>	<b>191</b>	<b>193</b>



METHOW VALLEY SCHOOL DISTRICT  
METHOW VALLEY EDUCATION ASSOCIATION

FORMAL GRIEVANCE

NAME OF GRIEVANT: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_ BUILDING: \_\_\_\_\_

PERSON TO WHOM GRIEVANCE IS SUBMITTED: \_\_\_\_\_

SPECIFIC CONTRACT PROVISION VIOLATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE VIOLATION OCCURRED: \_\_\_\_\_

REMEDY SOUGHT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_

Send original signed grievance to the person with whom the grievance is filed. Send one copy each to the superintendent and Association president. Keep one copy.

EVALUATION OPTION FORM

DIRECTIONS: This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the first ten (10) days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The forms must then be filled out by the employee and returned to that employee's evaluator no later than ten (10) days following its receipt by the employee.

**This section to be filled out by the evaluator:**

Employee's Name: \_\_\_\_\_

Employee's Building and Grade Level: \_\_\_\_\_

This employee is eligible for the following (checked) evaluation options:

- Focused
- Comprehensive
- Education Support Associate

The preliminary plan for observations for this employee is:

This employee's observer will be: \_\_\_\_\_

This employee's evaluator will be: \_\_\_\_\_

This form was completed and delivered to this employee (date): \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

**This section to be filled out by employee:**

I elect the following evaluation option:

- Focused
- Comprehensive
- Education Support Associate

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**EDUCATION SUPPORT ASSOCIATE EVALUATION CRITERIA**

1. Knowledge and Scholarship in Special Field: Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and their educational milieu grades K-12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.
2. Specialized Skills: Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. Management of Special and Technical Environment: Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.
4. The Support Employee as a Professional: Each support employee shall demonstrate awareness of his/her limitations and strengths and shall demonstrate continued professional growth.
5. Involvement in Assisting Pupils, Parents and Educational Personnel: Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

**EMPLOYEE PRE-OBSERVATION CONFERENCE FORM**

Employee's Name: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

This employee is currently on the \_\_\_\_\_ form.

**Scheduled Observation:**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Subject: \_\_\_\_\_

**Goals:**

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**Comments: (Optional)**

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Date of Pre-Observation Conference: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Employee  
Personnel File

**EMPLOYEE OBSERVATION REPORT**

Employee's Name: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

Date: \_\_\_\_\_ Class Observed: \_\_\_\_\_ Group: \_\_\_\_\_

Time of Observation: from \_\_\_\_\_ to \_\_\_\_\_

- 1. INSTRUCTIONAL SKILLS:
  
- 2. CLASSROOM MANAGEMENT:
  
- 3. PROFESSIONAL PREPARATION AND SCHOLARSHIP:
  
- 4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:
  
- 5. KNOWLEDGE OF SUBJECT MATTER:
  
- 6. HANDLING STUDENT DISCIPLINE:
  
- 7. INTEREST IN TEACHING STUDENTS:

Date of Pre-Observation Conference: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Employee  
Personnel File

**EDUCATION SUPPORT ASSOCIATE OBSERVATION REPORT**

Employee's Name: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

Date: \_\_\_\_\_ Place Observed: \_\_\_\_\_ Group: \_\_\_\_\_

Time of Observation: from \_\_\_\_\_ to \_\_\_\_\_

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:
  
2. SPECIALIZED SKILLS:
  
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:
  
4. THE SUPPORT EMPLOYEE AS A PROFESSIONAL:
  
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

Date of Pre-Observation Conference: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Employee  
Personnel File

**EDUCATION SUPPORT ASSOCIATE FINAL EVALUATION (SHORT FORM)**

Employee's Name \_\_\_\_\_

Building \_\_\_\_\_ Evaluator \_\_\_\_\_

1= Meets District criteria

2= Does not meet District criteria

Note: Any "2" ratings require the use of the long form.

- |  |   |   |
|--|---|---|
| 1. KNOWLEDGE AND SCHOLARSHIP IN SPECIALIZED FIELD:                     | 1 | 2 |
| 2. SPECIALIZED SKILLS:   | 1 | 2 |
| 3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:                    | 1 | 2 |
| 4. THE SUPPORT PERSON AS A PROFESSIONAL:                               | 1 | 2 |
| 5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL: | 1 | 2 |

COMMENTS:

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee's comments may be attached.

Copy to:     Employee  
              Personnel

EDUCATION SUPPORT ASSOCIATE EVALUATION REPORT (LONG FORM)
METHOW VALLEY SCHOOL DISTRICT 350
EDUCATION SUPPORT ASSOCIATE EMPLOYEE EVALUATION REPORT

TYPE OF EVALUATION: Annual \_\_\_\_\_ 90 Day \_\_\_\_\_ Other \_\_\_\_\_

Name: \_\_\_\_\_

School: \_\_\_\_\_

Assignment (Title): \_\_\_\_\_

Description of Responsibilities: Includes area (such as classes taught, number of preparations, class size, district/building responsibilities). Even though this description lists total responsibilities, the evaluation herein is limited to a specific teaching assignment.

Observation Record:

Date: \_\_\_\_\_ Class/Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_

Date: \_\_\_\_\_ Class/Activity \_\_\_\_\_ Length of Observation \_\_\_\_\_



It is my judgment, based upon adoption criteria, that this certificated employee's overall performance has been \_\_\_\_\_ Satisfactory/Unsatisfactory

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

The employee's signature below indicates that he/she has received a copy of this evaluation, has read the evaluation and has discussed the evaluation with the evaluator. The employee's signature does not necessarily indicate agreement with the evaluation. The employee may make a written response to this evaluation.

Copy to: Employee
Personnel



SPECIAL AND PROFESSIONAL SKILLS:

- A. Effectively uses diagnostic and remedial procedures appropriate to field specialty in working with students, school staff, parents and related agencies.
- B. Is proficient in communication skills, both oral and written.
- C. Fulfills responsibilities regularly, promptly, and completely.
- D. Limits activities to areas of professional specialty and assignment.
- E. Makes appropriate referrals.
- F. Is proficient in the selection, organization and utilization of materials appropriate to the area of specialty.
- G. Demonstrates specialty area competency.
- H. Establishes immediate and long-range objectives.
- I. Prepares plans to meet objectives.
- J. Communicates effectively with parents.
- K. Exhibits proper command and use of language skills.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT :

II. PROFESSIONAL PREPARATION AND SCHOLARSHIP:

Possesses academic background appropriate to the specialty area and stays current in that area.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

III. KNOWLEDGE OF SPECIALTY AREA:

Demonstrates competency in specialty area:

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

IV. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

- A. Establishes and maintains order and discipline in the workstation.
- B. Shows consistency and fairness in dealing with student behavior.
- C. Encourages students to develop courtesy, self-control, respect and responsibility.
- D. Enlists the assistance of teachers, principal and other support personnel when appropriate.
- E. Assists in maintaining control and enforcing rules throughout the school.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

V. INTEREST IN TEACHING PUPILS:

S U

- A. Develops rapport with the student as an individual.
- B. Deals with confidential information and communications in an ethical manner.
- C. Encourages students to accept responsibility for performance and goals.
- D. Encourages students to accept responsibility for their own behavior.
- E. Enlists the assistance of teachers, principal, and other support staff when appropriate.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

VI. WORK STATION MANAGEMENT:

S U

- A. Selects and prepares equipment and material in advance of use time;
- B. Maintains orderly and attractive station environment and atmosphere.
- C. Considers abilities, interests, and present performance levels of student in planning.
- D. Is consistently prompt and accurate with reports.
- E. Maintains an appearance that does not detract from the educational process.
- F. Exhibits self-control, mature behavior and judgment.
- G. Is willing to accept responsibilities for the general work area.
- H. Maintains records as appropriate to area of specialty.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

VII. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

S U

- A. Is responsive to supervision and constructive criticism.
- B. Endeavors to implement improvement suggestions.
- C. Has plan for evaluation of own work and initiates efforts to improve.

EVALUATIVE STATEMENT :

SUGGESTIONS FOR IMPROVEMENT:

VIII. PROFESSIONAL CHARACTERISTICS:

S U

- A. Exhibits flexibility.
- B. Makes decisions and accepts responsibilities.
- C. Demonstrates understanding of established priorities.
- D. Indicates a willingness to accept school responsibilities.

EVALUATIVE STATEMENT:

SUGGESTIONS FOR IMPROVEMENT:

Any item that is rated with a "U" 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.

**APPENDIX K**

**SUPPLEMENTAL DAYS NOTIFICATION FOR OPTIONAL  
PER DIEM DAY OR DAYS**

Employee \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

<u>Optional Day</u>	<u>Date of Use</u>	<u>Activity</u>
1st Day	_____	_____
2nd Day	_____	_____
3rd Day	_____	_____

I certify that the above day(s) were used for educationally related activities in compliance with the contract.

\_\_\_\_\_  
Signature

**JOB SHARE AGREEMENT**

Employment conditions for job share employees are as follows:

1. The job share agreement shall be for one contractual year only. The employee must reapply for the next contractual year.
2. The employee(s) requesting to job share reserve the right to return to full-time employment at the conclusion of the job share agreement provided that in the case of a RIF within the district, seniority provisions will remain in place.
3. The district retains the right to establish the daily work schedule.
4. Job share employees shall receive their appropriate prorated FTE salary and benefits contained within the collective bargaining agreement while on job share status.
5. If the job share requires the district to hire new staff members, these staff members will receive a replacement contract.
6. If the job share is with current district employee(s), the least senior employee shall receive a replacement contract if the job share was created to prevent a RIF.

School year \_\_\_\_\_

_____	_____	_____
Job Share Partner	% of Assignment	Date
_____	_____	_____
Job Share Partner	% of Assignment	Date
_____	_____	
Building Principal Approval	Date	
_____	_____	
Superintendent Approval	Date	

Copy to: Employees  
Personnel Files of Employees