

COLLECTIVE BARGAINING AGREEMENT

by and between

Vashon Island School District #402

and the

Vashon Education Association

September 1, 2008 – August 31, 2011

FINAL

COLLECTIVE BARGAINING AGREEMENT

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VASHON EDUCATION ASSOCIATION
and
VASHON ISLAND SCHOOL DISTRICT #402

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ARTICLE I. AGREEMENT CONDITIONS

I.1 PREAMBLE

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

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

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

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

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

I.2 RECOGNITION

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

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

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

A. 30 or More Cumulative Days:

Article	I	III.5
	II	III.6 A, B
	III.1	III.7
	III.3	III.13
	III.4	III.14

- B. 20 Consecutive Days:
1. All of the 30+ days, plus the following:
 2. Articles III.11 and III.12

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

I.3 STATUS OF AGREEMENT

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

I.4 COMPLIANCE OF AGREEMENT

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

I.5 CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any teacher or groups of teachers covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties may by mutual agreement commence negotiations on said provision as soon thereafter as is reasonably possible.

I.6 AGREEMENT ADMINISTRATION

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

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

I.7 PRINTING/DISTRIBUTION OF AGREEMENT

Within thirty (30) days following the ratification and signing of this Agreement by the parties, both parties will have a signed copy of the ratified, final agreement. The District shall print copies of this Agreement for each certificated employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. Fifteen (15) additional copies shall be provided to the Association.

The cost of printing will be shared equally between the District and the Association.

I.8 NO STRIKE/NO LOCK-OUT

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

In the event of a strike, sit down or slow down against the District, all terms and conditions of this Agreement

shall be suspended for the duration of such activities.

ARTICLE II. RIGHTS AND RESPONSIBILITIES

II.1 MANAGEMENT RIGHTS

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

II.2 ASSOCIATION RIGHTS AND PRIVILEGES - ACCESS

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

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

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

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

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

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

- C. **Availability of Information** – The Board agrees to furnish to the Association in response to reasonable requests all information which is public record, in accordance with statutes.

ARTICLE III. PERSONNEL

III.1 INDIVIDUAL RIGHTS

There shall be no unlawful discrimination against an employee or applicant for employment by reason of race, creed, color, marital status, sex, age, sexual orientation, national origin, domicile, or because of his/her membership or non-membership in employee organizations.

III.2 DUE PROCESS

A. Discipline Process - No employee will be disciplined without just and sufficient cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression including:

1. verbal warning (documented, dated and signed by both parties)
2. written reprimand
3. suspension with pay
4. suspension without pay
5. discharge

Documentation will be placed in the personnel file for items 1-5.

Specific grounds, details, findings, and documentation forming the basis for any discipline will be given in writing to the employee and the Association two (2) working days prior to the disciplinary meeting. The employee will be told of the right to Association representation prior to any meeting which might lead to discipline, or any meeting held for disciplinary action. When a request for representation is made, no action will take place until such representation is present or until two (2) days have passed. The two days notice may be waived upon agreement of the individual, the District and the Association. The act of discipline shall be done in private and will be kept confidential by the District, unless otherwise required by the public disclosure law.

B. Complaint Procedure

Employees will be made aware of the complaint in writing and naming of the complainant as soon as possible. Complaints not shared with the employee may not be used for discipline or in an evaluation. In the event that any person makes or files a complaint concerning an employee, that person will be first asked to share the complaint with the employee. In the event that the individual is reluctant to meet with the employee alone, the principal or supervisor will volunteer to be present for the meeting. If the individual refuses to meet with the employee, the administrator will share the complaint with the employee. The name(s) of the individual(s) filing a complaint (if known) will be made known to the employee. Complaints that are retained in the employee's personnel file must be signed by the employee to indicate knowledge of the complaint. Employees may attach a rebuttal to complaints retained in the personnel file. Anonymous complaints may not be used against an employee unless the complaint is investigated thoroughly and found to be true.

C. Allegations, Investigation and Disclosure

When the District receives an allegation of misconduct by an employee and the District does not investigate, all information concerning this allegation shall be removed from all files and destroyed. When such an allegation is made and the allegation is investigated thoroughly and found to be without merit, the file shall be kept in a locked file at the District Office and the information will not be used against the employee. When such an allegation is made and the allegation is investigated thoroughly and found to warrant discipline, the file shall be kept in the locked file at the District Office.

When an allegation is made, the employee and the Association must be notified in writing within five (5) workdays of the District's receipt of the allegation. The employee will be told of the right to have representation during any meeting held concerning the allegation. When a request for representation is made, no action will take place until such representation is present or until two (2) days have passed. Other employees who are interviewed concerning this allegation may request to be accompanied by an Association representative. Given reasonable notice, this right shall not be used to delay the investigation.

The District shall appoint a trained investigator that has been mutually agreed to by the Association and the District.

In cases where the health, safety or well being of students and/or employees or the employee in question is believed to be at risk, the District may place the employee on paid administrative leave. This leave may continue until an investigation is completed and the allegations against the individual are found to be unsubstantiated or there is disciplinary action. Any investigation will be completed in a timely fashion.

Specific grounds, details, findings, and documentation forming the basis for any discipline will be given in writing to the employee and the Association two (2) working days prior to the disciplinary meeting. The two days notice may be waived upon agreement of the individual, the District and the Association.

III.3 EMPLOYEE RESPONSIBILITIES

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

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

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

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

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

III.4 ACADEMIC FREEDOM

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

III.5 CONTROVERSIAL TOPICS

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

III.6 PERSONNEL FILES

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

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

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

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

personnel or building evaluation file, the principal/supervisor shall note on the document the employee's refusal to sign.

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

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

III.7 TEACHER PROTECTION

- A. **Insurance** - The School District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and the property thereof. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (R.C.W. 28A.58.425)
- B. **Assault** - Any case of assault upon an employee shall be promptly reported to his/her immediate supervisor.
- C. **Absences** - Whenever an employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.
- D. **Examination** - The District may require a physical examination to verify the disability. The cost of the requested exam shall be borne by the District.
- E. **Transportation** - Teachers shall be covered by the District's broad form excess liability insurance when transporting students to and from student activities with District approval.
- F. **Weapons** - The District and the Association are jointly committed to providing quality educational program in an open, supportive environment which protects the safety and security of all students and staff.

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

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

Certificated staff with a need to know will be informed if a student is readmitted or admitted to school after committing any of the above offenses. Compliance with this section shall be consistent with all laws and requirements for student protection, including special education students.

- G. **Threats Against Staff** - In the event a staff member is threatened he or she will notify the building principal or assistant principal.
 - 1. Teachers receiving students who have a history of being a threat to the safety and well being of teachers and/or students will be notified about the history of said student when known and/or when the law permits.

2. Verbal assaultive behavior means a purposeful attack with the intent to intimidate or cause emotional harm. Physical assaultive behavior means a purposeful attack with the intent to do physical harm.
3. Threat is defined as an action, behavior or statement that causes the receiving individual to believe he/she has a potential for harm.

- I. **Safe Working Environment** - After first attempting to resolve the matter through the building principal, employees shall then refer unresolved complaints regarding their safety and health in the work environment to the District Safety Committee. The Committee shall make recommendations regarding the complaint, and their recommendations shall be communicated to the Superintendent for resolution.

III.8 STUDENT DISCIPLINE

In the maintenance of 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 fairly and consistently. The Board and the superintendent shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give immediate response to all teachers' requests regarding discipline problems, provided the teacher has followed established District policy. Copies of the District policy shall be provided and reviewed by the building administrator with all teachers annually, prior to the first student day.

In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations.

Each teacher shall be advised of any complaint made to the principal or other School District administrator regarding the teacher's discipline of students on the day of the complaint or by the first break during the next work day. The teacher shall be given the opportunity to present his or her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged. See III.2, Due Process/Complaint Procedure for detailed complaint procedure.

Employees shall have the authority to exclude from their classrooms or activity area any student who creates a disruption of the educational process in violation of the building disciplinary standards. This removal shall be for all or any portion of the balance of the school day or until the principal or supervisor has met with the teacher, whichever occurs first. An excluded student shall not be returned during the balance of that class or activity period without the consent of the staff member. Prior to removing a student, except in an emergency, the staff member shall have first tried alternative forms of corrective action. The district discipline handbook and procedures will be reviewed on an annual basis.

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

III.9 INDIVIDUAL TEACHER CONTRACT

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

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

III.10 NON-CONTINUING CONTRACTS

Certified personnel hired as leave replacement employees, pursuant to R.C.W. 28A.67.900 as now existing or hereafter amended, shall be issued non-continuing contracts and afforded all the rights and privileges pertaining to regular employment under this Agreement, except for the right of continued employment beyond expiration of the underlying leave or the current school year, whichever comes first.

III.11 ASSIGNMENT AND TRANSFER

- A. **Vacancies** - Vacancies on the professional staff will be filled according to the following considerations:
1. Voluntary changes in assignment may first be made at the building level. Employees will be reassigned on the basis of the needs of the District, the Employee's qualifications, and pending transfer requests.
 2. Vacancies which still exist after such building level change shall be posted throughout the District. This district-wide posting will be prior to the hiring of any person from without the District. Prior to placement of an individual from outside the District, the superintendent or designee will review pending requests for transfer made by April 15 from employees desiring transfer. Public notice of positions open will not be released prior to District posting. In filling vacancies, where the District determines that two or more applicants are equally qualified, the District will offer the vacancy to the most senior applicant.
 3. Association members will be mailed copies of "position open" notices when school is not in session.
 4. Except in unusual circumstances, transfer will be made at the end of a semester/trimester.
 5. Employees must submit requests for transfers and job shares prior to the first Friday of April each school year in order for transfer/job share requests to be considered for the next school year. An employee has no contract right to be considered for transfer/job share if a request is submitted after the first Friday of April each year and the District reserves the discretion to honor or not honor such requests.
 6. During the summer vacation period, the District shall send copies of all job vacancy postings to each member of the bargaining unit who requests of the District to do so. Such employees shall comply with provisions of the job vacancy posting, such as application deadlines.
- B. **Involuntary Transfer** - Should it be necessary to involuntarily transfer an employee from building to building, grade level at the elementary level or a majority of subjects at the secondary level, the District will consider impact on District program in conjunction with employee seniority. In implementation of transfer the following conditions will prevail:
1. As much notification as possible will be given, in writing, by the Superintendent or designee to the employees being transferred.
 2. When an employee is involuntarily required to move from one classroom to another or voluntarily accepts a move or grade level assignment that is necessary because of staffing reconfigurations, the District will provide two (2) days for moving or two (2) days of release time.
 3. This does not apply to employees who have submitted a transfer request for the respective position or for assignments that are the result of the opening of a new or remodeled building.
- C. **Assignment Notification** - The District will notify certificated staff of their tentative assignment(s) prior to May 15th.

III.12 WORK DAY

- A. **General Description:** Teachers are required to be present and on duty thirty (30) minutes before the opening of school in the morning, and remain on the job for seven and one-half (7.5) hours. Requests for deviations from this schedule shall be presented to the Building Administrator or designee for approval no later than September 15th of each school year.
- B. **Meeting Attendance:** Attendance at faculty meetings called by the building principal shall be required of teachers. The faculty and building principal at each building will mutually develop procedures to help alleviate both the number and length of meetings.
- C. **Duty-Free Lunch:** All certificated personnel shall be allowed a reasonable lunch period of not less than thirty (30) continuous minutes per day during the regular school lunch periods and during which they shall have no assigned duties. An employee may leave school premises during the thirty (30) minute duty-free lunch period, provided the Employee informs the principal or designee of time of departure and estimated time of return.
- D. **Travel Time / Mileage:** Employees who must travel from one building to another as a regular part of their assignments will be assigned reasonable travel time and be reimbursed for mileage at the District rate.
- E. **Emergency Classroom Coverage:** The principal or designee may assign Employees to cover classes if time will not permit a substitute to serve in excess of one (1) hour or if a qualified substitute is not available. The principal will make every reasonable effort to distribute said duty equitably among available Employees. Employees assigned to cover a class period at the schools for scheduled teacher absences will receive compensation at the rate of: \$22.00 per 60 minutes at CES, \$21 per period at McMurray Middle School; \$22.00 per period at Vashon High School.
- F. **Principal Designee:** Members who serve as a substitute principal (Principal Designee) shall receive two additional hours at the per diem rate of pay for these duties.
- G. **Preparation Time:** Teachers assigned to classrooms at the secondary level shall have a minimum of fifty (50) minutes preparation time during the work day.

a. Teachers assigned to classrooms at the elementary level shall have a weekly average of 250 minutes per week in addition to WAC time. (If the District modifies the manner in which such time is provided from the previous years, such modifications shall be subject to negotiation between the parties.) Our goal is to provide 250 minutes per week not including recess_ and where that cannot be achieved, it will come back to the labor- management team for review.

b. In addition to the above stipulations special education staff will be provided the following:

1. Teachers responsible for development and completion of the Washington Alternative Portfolio Assessment shall be granted two days of release time per portfolio. If requirements for this assessment are altered during the duration of this agreement the parties may meet to review this provision.

2. In addition to regularly scheduled planning time secondary teachers will have one (1) period per week designated for team-wide case management. Elementary special education team in collaboration with their supervisor will schedule one hour per week of common time for case management.

c. In the event that a teacher agrees to perform additional classroom duties during this preparation time on a daily regularly-scheduled basis, additional compensation proportional to increased classroom contact time will be provided; part-time classroom teachers will be compensated proportionate to their assignments. This shall be consistent with current practice.

d. Deviations from the plan may be adjusted to fit mutually-agreed needs.

III.13 TIME

A high quality educational program results when staff has sufficient time to prepare, assess, revise, share and reflect upon instructional approaches. Time for planning at all levels--district, school, team and individual--is essential to building a comprehensive instructional program.

A. Professional Development Days

1. A minimum of 34 hours will be designated each year for professional development.
2. One day at the end of each term shall be designated for completion of report cards.
3. The use of the Professional Development Day (PDD) may include but is not limited to:
 - a. Professional Learning Community activities
 - b. Development of new curricular units
 - c. Implementation of new adoptions
 - d. Developing activity centers
 - e. Reviewing instructional materials
 - f. Assessing student work
 - g. Completing report cards

III.14 CLASS SIZE

A. Student Load – General Education

Individual class size to qualify for remedy:

Elementary:

<u>Gr. Level</u>	<u>In excess of:</u>
K	20
1	22
2	24
3	24
4	26
5	27

Middle School:

Total Daily Load per 1.0 FTE 140 (without homeroom)

High School:

Total Daily Load per 1.0 FTE 112

Traditional classroom setting-elementary:	See above
Traditional classroom setting-secondary:	Excess of 30 students
Gym based class:	Excess of 35 students
Music class:	Excess of 65 students
Classes requiring handling hazardous materials:	Excess of 28 students

Special considerations:

- Teachers of classes requiring the use of hazardous materials may petition the Building Administrator to limit the class to not less than 24.
- Station-based classes may be limited by the number of available stations. The station-based classroom student count will be determined through consultation between the instructor and the

Building Administrator.

- CTE (Career and Technical Education) class sections may be closed at a student count of 18 if it is determined by the instructor and the CTE Director that a significant safety hazard exists.
- Performance based classes (i.e. music, play production, etc.) and PE classes are not subject to daily load limitations. For these classes only individual class size limits will apply.
- Alternative education program limits will be set on a yearly basis by the program staff and administrator.

All general education and CTE classes must have a minimum enrollment of 15 students per 1.0 teacher FTE to be offered in the upcoming term. A teacher, with the written support of the Building Administrator, may petition the Superintendent to waive this requirement on a class by class basis.

These numbers are based on the 2009-2010 schedule configuration. If a configuration change is made the District and the Association will meet to review the load limits accordingly.

All limits above may be suspended in the case of a double levy failure or significant reduction in state funding levels.

B. Remedy Process - General Education

The total remedy pool will be \$25,000 for the 2009-2010 school year. For each student over the total daily load limit or the individual class limit the teacher will be reimbursed at a rate of \$12 per day per student FTE pro-rated as needed. To qualify, the student must be enrolled in the class for 11 or more days in the term. This reimbursement will be paid as a single payment at the end of the term in question. Teachers at the elementary school will have the option of paraeducator assistance at a cost equivalent to the per day/per student payment as available under applicable collective bargaining agreements. Classroom assistance could begin on the 11th day of enrollment.

Any remaining funds in the pool at the end of the 2009-2010 and 2010-2011 school years up to \$5,000 will roll forward and be added to the base \$25,000 pool for the subsequent school year. Any remaining funds in excess of \$5,000 will be distributed equitably among the individual schools for use in their individual building budgets in the following school year.

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

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

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

III.15 SPECIAL EDUCATION CASELOADS

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

		Maximum IEP Load per 1.0 FTE	<u>Additional Information</u>
Early Childhood		14	15 students per class total including typically developing peers. Every effort will be made to balance and blend the class composition between Special Education students and their typically developing peers.
LRC K-5		28	

LRC 6-12			33	
SLC			9	
SLP			45	
Occupational /Physical Therapist			45	

A. Remedy Process - Special Education

When caseload is exceeded the remedy will be as follows:

Two hours of pay at per diem rate for each completed and submitted IEP in excess of caseload limit. In the event of a double levy election failure or negative change in state funding levels, caseload language will be suspended and re-negotiated.

III.16 EMPLOYEE FACILITIES

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

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

III.17 CLASSROOM VISITATION

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

II.18 CALENDAR

A. The following parameters guided the development of the calendar:

1. School starts in September for students and after Labor Day whenever possible.
2. School is out by the third week of June.
3. School is not in session on the statewide teacher in-service day in October.
4. School is not in session on national and state holidays (as in previous years).
5. Winter break will be for two weeks or less. Break will be maximized within the two week window; however, we will plan to not dismiss past the third week in June.
6. Mid-winter break will occur during the week of President's Day in February.
7. Spring break will occur during the third week of April.
8. A snow day will be built into the calendar on the second statewide in-service day in March.

III.19 GRIEVANCE PROCEDURE

A. Definitions:

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

B. PROCEDURE FOR PROCESSING GRIEVANCES (Use the Grievance Form , Appendix K)

1. STEP I – Immediate Supervisor
 - a. The grievant and the Association, may orally present a grievance to the immediate supervisor.
 - b. If the grievance is not settled orally, a written statement of grievance shall be presented by the Association to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
 - c. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the specific provision(s) of the agreement alleged to be violated, and the remedy (specific relief) requested.
 - d. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), the Association and the superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her decision, incorporating the reasons upon which the decision was based, to the grievant(s), the Association, and the Superintendent.
2. STEP II - Superintendent
 - a. If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II. Superintendent or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step I.
 - b. The Superintendent or his/her designated representative shall arrange for a

grievance meeting with the grievant(s) and the Association and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

- c. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), the Association and immediate supervisor within five (5) working days from the conclusion of the meeting.
- d. No new information may be introduced by either party after Step Two is concluded without providing written notice to the other party a minimum of twenty-four (24) hours prior to the hearing. At the conclusion of Step Two, either party may take the issue to arbitration.

3. STEP III - Arbitration

- a. If no satisfactory settlement is reached at Step II, the Association, within fifteen (15) working days of the receipt of the Step II decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.
- b. The arbitrator shall hold a hearing at a mutually agreeable time as soon as possible. The arbitrator will issue a decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both parties, thirty (30) days after the completion of the hearing.
- c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

Jurisdiction of the Arbitrator (Exclusions of Items Not Covered by the Contract):

- a. The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.
- b. The arbitrator shall be without power or authority to make any decision requiring the commission of an act prohibited by law.
- c. The arbitrator shall have no power or authority to rule on any of the following:
 - i. The termination of services of or failure to reemploy any provisional employee.
 - ii. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.
 - iii. Any matter involving employee evaluation provided that Evaluation Procedures shall be subject to the arbitrator's review.
 - iv. Any matter involving employee probation procedures, discharge, non-renewal, adverse affect or reduction in force.
 - v. Salary schedule growth steps procedures.
- d. In cases of non-renewal and adverse effect decisions the Association may choose arbitration in lieu of the statutory hearing. The District will respond within five (5) days of receipt of the request.

Time Limits

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

Accelerated Grievance Filing

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

Reprisals

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

Costs

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

III.20 CERTIFICATED STAFF EVALUATION (Teachers and Other Non-supervisory Personnel)

A. Purpose

1. Certificated classroom teachers and certificated support personnel holding non-supervisory positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures set forth herein. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status after October 15 but no later than February first.
2. We believe that the best way for our district to become even greater is to make a commitment to become a professional learning community. A professional learning community has as its goal to facilitate continuous growth among administrators, teachers, and students, through a process of mediating the thinking of leaders and teachers so that they are successfully influencing and improving student achievements. The goal of evaluation is, therefore, to support the development of skills toward the outcomes of uniform teaching standards and curricular models. Staff development opportunities are an integral part of developing and sustaining this evaluative model.
 - a. Certificated classroom teachers and certificated support personnel holding non-supervisory positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures set forth herein. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status after October 15 but no later than February first.
 - b. Beginning with the 2005-2006 school year, staff will be evaluated using criteria set forth below, with an emphasis on district-wide goals:
 - i. In 2005-2006, building administrators will introduce and begin discussions

about the six standards for quality teaching and learning, and will create building-level definitions of the first two standards. Teachers will be notified that, beginning Fall 2006, the first two standards as defined at the building level will be a focus of each member's goal setting and evaluation for that year. Standards of Teaching and Learning are:

- a) Instructional and classroom teaching practice
- b) Classroom management
- c) Lesson planning and design
- d) Assessment
- e) Classroom environment
- f) Professional development and responsibilities

- ii. In 2006-2007, staff will be evaluated on instruction and classroom teaching practice and classroom management, as well as the general standards on the traditional evaluation form (see Appendices E, F and G). A building-based discussion will occur regarding standards for evaluating lesson planning and design in the following school year.
- iii. In 2007-2008, staff will be evaluated on instruction, classroom teaching practice, and classroom management, lesson planning / design and assessment, as well as the general standards on the traditional evaluation form (see Appendices E, F and G). A discussion will begin regarding standards for evaluating classroom environment and professional development and responsibilities for the following school year.
- iv. Beginning Fall 2008, the evaluation will consist of evaluation on instruction, classroom teaching practice, classroom management, lesson planning / design, assessment, classroom environment, and professional development and responsibilities. The former evaluation standards (as noted on Appendices E, F, and G) will no longer be used. However, the Personal Goal Option (PGO) will still be available to staff as noted in the PGO section of this contract (III.20.D).

B. Evaluation (see Appendices E, F, and G for evaluation forms)

1. **Responsibility for Evaluation:** Within each school the principal/designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by an administrator/designee selected by the Superintendent.
2. **Evaluation Criteria:** Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth herein. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position, which report forms are attached hereto.
3. **Required Evaluations:**
 - a. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
 - b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than May 30th of the year in which the evaluation takes place.
 - c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
 - d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
 - e. If the supervisor contemplates recommending that an employee be placed on probation, a series of three observations, culminating in an evaluation, shall be made immediately preceding submission of the Supervisor's Report to the

Superintendent.

4. **Additional Evaluations:** In addition to the evaluations required under paragraph B.3 above, principals and other supervisors may make evaluations at any time during the school year. Such evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.
5. **Minimum Observation Criteria:** During each school year each employee shall be observed for the purpose of assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. A minimum of two observations for a total observation time of sixty (60) minutes shall be required in paragraph B.3.a above. The principal or immediate supervisor shall develop guidelines for observations in cooperation with staff.
6. **Evaluation Procedures:**
 - a. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results thereof using the appropriate evaluation report form attached hereto. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
 - b. The employee shall sign the School District's copy of evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
 - c. Each evaluation report required under paragraph l.c. above shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under paragraph B.3 above shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary.
 - d. Following the completion of each evaluation report required under paragraph B.3. above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.
 - e. In the event of a less than satisfactory rating on any of the evaluative criteria, an improvement plan will be mutually developed by the administrator and employee that identifies: (a) acceptable performance behaviors that need to be accomplished to demonstrate satisfactory growth; and (b) the resources available to assist the employee with performance improvement.

C. Probation

1. **Supervisor's Report** - In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent and employee at least two weeks prior to the intended start date of the probationary period. The report shall include the following:
 - a. The evaluation report prepared pursuant to the provisions of paragraph B.3.e above;
 - b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
2. **Establishment of Probationary Period** - If the superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee in a probationary status on or after October 15. On or before the official start of probation, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
 - a. Specific areas of performance deficiencies;
 - b. A suggested specific and reasonable program for improvement;
 - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency. The minimum probationary

period shall be sixty (60) working days and shall, at the discretion of the district, be extended for a longer period. The Association and District agree that a person placed on probation needs as much time for improvement as possible. However, in unusual circumstances, the probationary period may be limited to sixty (60) days.

3. Evaluation During the Probationary Period

- a. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
- b. During the probationary period the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraphs B.6.a and B.6.b above shall apply to the documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

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

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

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

D. The Professional Growth Option (PGO) (see Appendix H). Employees who have satisfactory evaluations for four (4) consecutive years may participate in the PGO. The PGO will remain an option along with the evaluation procedures being phased in over the 2005-2008 school years (see Section III.20 – Certificated Staff Evaluation).

1. The purposes of the PGO:

- a. To improve instruction and the learning environment for all students in the district;
- b. To provide staff members a collaborative process for risk taking and experimentation;
- c. To create an ongoing commitment to professional excellence;
- d. To provide an avenue for encouraging outstanding performance;
- e. To foster collegiality and trust; and
- f. To support employees in self-initiated growth and change.

2. PGO Procedures:

- a. The Employee formulates a goal(s) and meets with his/her building administrator to discuss and record the goal(s).
- b. An action plan for each goal is developed collaboratively by October 15th, using the District PGO form. The building administrator serves as a coach, advisor, facilitator, and/or resource, not as evaluator. The primary responsibility for monitoring the progress of this plan lies with the employee.
- c. Goals shall be related to instructional skill enhancement, student learning, enhancement of professional growth, collegial sharing, and awareness of the district curriculum and assessment goals. The employee will meet annually with his/her building administrator and other colleagues, as necessary and appropriate, to collaboratively establish a maximum of three professional goals to work towards during the year. Goal development may be a shared process with a team of colleagues.
- d. In developing the goals, the method of assessment, the timelines, and any support and/or resources that is to be provided by the district will be identified and put in writing. In January and March, the employee and building administrator will meet to discuss progress and adjust to the plan.
- e. Prior to the last two weeks of the school year, the building administrator and employee will meet to complete the "Progress Made towards Goals" section of the District PGO form and to sign the Year End Assessment Report. This meeting also can be used to continue planning for the next year.
- f. The PGO may be continued annually at the mutual agreement of the building administrator and employee.
- g. The Year End Assessment Report is sent to the Personnel Department by June 30th. The District PGO Form may be kept at the building level or attached and put in the Personnel file, as per the employee's request.
- h. The employee is required to retain data, notes from meetings, and all other information related to their goals.

E. Evaluation Criteria – Teachers - The following criteria will be used in the evaluation of classroom teachers:

1. Professional Preparation and Scholarship

- a. Considers abilities, interests, and present performance levels of students in planning.
- b. Establishes immediate and long-range objectives.
- c. Prepares effective plans to meet objectives.
- d. Plans for continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons.
- e. Provides adequate plans for a substitute teacher.

2. Knowledge of Subject Matter

- a. Possesses and maintains competence in subject matter.
- b. Possesses and maintains appropriate academic background in subject area.

3. Instructional Skill

- a. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:
 - i. make provision for differences in ability among students;
 - ii. provide for the previous knowledge, abilities and interests of the class;
 - iii. make effective use of instructional equipment, materials, and resource personnel;
 - iv. provide a variety of activities in keeping with the maturity and attention span of the students;
 - v. implement lesson plans but permit flexibility.
- b. Gives explanations, assignments, and directions clearly.
- c. Makes reasonable and appropriate assignments.
- d. Motivates students by making lessons interesting and challenging.
- e. Helps students to develop acceptable work habits and study skills.
- f. Evaluates daily lessons and units of study by assessing student achievement of objectives.

4. Classroom Management

- a. Selects and prepares equipment and materials in advance of lesson.
- b. Maintains orderly, attractive and stimulating classroom environment and atmosphere.

5. Handling of Student Discipline and Related Problems

- a. Establishes and maintains order and discipline in the classroom, including:
 - i. quiet when appropriate;
 - ii. attention to the teacher when instruction is being given;
 - iii. students conforming to established rules.
- b. Shows consistency and fairness in dealing with student behavior.
- c. Disciplines students in a firm but controlled manner.
- d. Encourages students to develop courtesy, self-control, respect and responsibility.
- e. Enlists the assistance of counselors, vice principal, principal, and other supportive personnel when appropriate.
- f. Assists in maintaining control and enforcing rules throughout the school.

6. Interest in Teaching Pupils

- a. Develops rapport with the student as an individual in a professional manner.
- b. Deals with personal information and communication in an ethical manner.
- c. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- d. Provides guidance and assistance for students.

7. Effort Toward Improvement When Needed

- a. Is responsive to constructive criticism.
- b. Attempts to implement suggestions for improvement.

8. Awareness of District Curriculum and Assessment Goals

F. Evaluation Criteria – Counselor - The following criteria will be used in the evaluation of school counselors:

1. Personal Characteristics

- a. Is alert and enthusiastic.
- b. Is professionally ethical.
- c. Is professionally involved.
- d. Is self-motivated.
- e. Has self-insight and self-understanding.
- f. Feels a sense of adequacy and worth.
- g. Is emotionally balanced.
- h. Relates easily to others.
- i. Is genuine.

2. Relationships with Pupils

- a. Is sensitive to youth.
- b. Demonstrates the willingness to accept and work with all counselors.
- c. Helps counselee relate, analyze, synthesize, and integrate his/her own characteristics, goals, and values to promote making responsible decisions.
- d. Allows and expects counselee to accept responsibility for decision making and possible consequences.
- e. Demonstrates that primary responsibility is to the counselee.
- f. Motivates students to seek counseling.
- g. Has rapport with students.
- h. Is a facilitating agent.
- i. Respects the dignity and worth of the individual.
- j. Has a facilitative image among students.
- k. Helps pupils with personal as well as educational and vocational problems.
- l. Demonstrates understanding of the basic principles of human growth and development.
- m. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

3. Individual Assessment

- a. Demonstrates ability to synthesize and integrate testing and non-testing data.
- b. Demonstrates the ability to administer or to prepare others to administer District tests.
- c. Is aware of test limitations and practical applications.

- d. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.
 - e. Demonstrates familiarity with local school district policies relevant to class placement.
 - f. Demonstrates ability to cooperate with parents, staff and students regarding placement of students.
- 4. Relationships with Parents**
- a. Is sensitive to parents.
 - b. Is cooperative with parents.
 - c. Attends to parental referrals.
 - d. Is available to parents.
 - e. Has a professional image among parents.
 - f. Provides parents with an opportunity to be heard.
 - g. Is conscientious in following through with parents.
- 5. Relationships with Teachers**
- a. Is sensitive to the role of the teacher.
 - b. Communicates easily with teachers.
 - c. Is a facilitating agent with teachers.
 - d. Is aware of the emotional demands of teaching.
 - e. Is receptive to teachers.
 - f. Has good rapport with instructional staff.
 - g. Attends to teacher referrals.
- 6. Relationships with Administrators**
- a. Is sensitive to the role of the administrator.
 - b. Has a professional rationale for his counseling approach.
 - c. Meets with the administrator regarding program development.
 - d. Communicates easily and effectively.
 - e. Functions effectively as a resource consultant.
 - f. Attends to administrative referrals.
 - g. Functions in a well-organized manner.
- 7. Professional Attitudes and Activities**
- a. Is aware of research relevant to counseling.
 - b. Demonstrates ability to conduct, use, and interpret research pertinent to counseling.
 - c. Is sensitive to research findings.
 - d. Contributes to the profession.
 - e. Periodically evaluates own counseling skills.
 - f. Is aware of the art and science of counseling.
 - g. Has a professional balance between theory and practice.
 - h. Is professionally enthusiastic regarding his/her function.
 - i. Is perceptive of the counselor's professional role.
- 8. Consultation and Coordination**
- a. Consults with members of the student services staff to serve the general developmental needs of students.
 - b. Works with staff in planning and developing instructional strategies and curricular program.
 - c. Demonstrates ability to utilize case conferencing and staffing.
 - d. Assists teachers in the integration of appropriate counseling and guidance services into the classroom.
- 9. Awareness of District Curriculum and Assessment Goals**
- G. Evaluation Criteria – Librarian - The following criteria will be used in the evaluation of school librarians:**
- 1. Media Role**
- a. Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.
 - b. Selects a balance of media to meet a variety of learning styles and teaching strategies.
 - c. Maintains a well-organized learning resource center for effective use of media.
 - d. Provides maintenance for materials and equipment.
 - e. Develops and implements a program for the integration of materials and equipment

- into the learning experience.
 - f. Identifies needs for locally-produced materials.
 - g. Relates services from the District level to meet building instructional needs.
 - 2. Program Planning**
 - a. Creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resources Center.
 - b. Directs aides, volunteers and student help with efficiency and understanding.
 - c. Develops program objectives and works toward their achievement.
 - 3. Teaching**
 - a. Utilizes teaching techniques consistent with selected objectives. Such techniques will:
 - i. make provision for differences in ability among students;
 - ii. provide for the previous knowledge, abilities, and interests of the class;
 - iii. make effective use of instructional equipment, materials, and resource personnel;
 - iv. provide a variety of activities in keeping with the maturity and attention span of the students;
 - v. implement lesson plans but permit flexibility
 - b. Gives explanations, assignments, and directions clearly.
 - c. Makes reasonable and appropriate assignments.
 - d. Motivates students by making lessons interesting and challenging.
 - e. Helps students to develop acceptable work habits and study skills.
 - f. Evaluates daily lessons and units of study by assessing student achievement of objectives.
 - g. Provides guidance and assistance for students.
 - 4. Library Management and Discipline**
 - a. Establishes and maintains order and discipline in the library, including:
 - i. quiet when appropriate;
 - ii. attention to the librarian when instruction is being given;
 - iii. students conforming to established rules.
 - b. Shows consistency and fairness in dealing with student behavior.
 - c. Disciplines students in a firm but controlled manner.
 - d. Encourages students to develop courtesy, self-control, respect, and responsibility.
 - e. Enlists the assistance of counselors, vice principal, principal and other supportive personnel when appropriate.
 - f. Assists in maintaining control and enforcing rules throughout the school.
 - 5. Pupil - Librarian Relations**
 - a. Develops rapport with the student as an individual in a professional manner.
 - b. Deals with personal information and communication in an ethical manner.
 - 6. Personal Qualities**
 - a. Meets responsibilities in a punctual and reliable manner.
 - b. Maintains a professional relationship with colleagues, administrators, and parents.
 - 7. Awareness of District Curriculum and Assessment Goals**

III.21 REDUCTION IN FORCE OR EMPLOYEES/EMPLOYMENT OF REDUCED EMPLOYEES

A. General Provisions and Definitions

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

1. Employees will be non-renewed if they do not currently have both the certification and the endorsement necessary to qualify them to teach in any position in the program(s) retained by the School Board; and
2. Employees will be non-renewed if they currently have both certification and the endorsement even for those positions in the program(s) retained by the Board that are to be filled by more senior Employees as determined by the criteria set forth in this section, subject to the

following:

- a. Seniority and credits applicable for placement on the District salary schedule must be earned prior to October 1st of the current school year and must be documented by official transcripts to the Personnel Dept. It will be the responsibility of the individual Employee to furnish the District with such documentation on or before the first of October for the current school year.
- b. Part-time employees will have seniority as established in this section.

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

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

C. Seniority List

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

D. Staff Selection

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

E. Provisions of Reemployment

1. Employees non-renewed as a result of reduction in force (RIF) will be placed on an employment list according to the seniority information set forth above. These employees will have priority according to their seniority information in the filling of positions for which they are qualified under this section. They will also be given priority in substitute teaching positions for which they are qualified. Their names will remain on said list for two years, ending October 1 of the second year. Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.
2. Individuals included on the employment list will inform the Personnel Department of any change in personal information (name, address, phone number) availability, or eligibility for employment.
3. Offers for employment by the District will be in writing and delivered in person or by certified mail. A copy of each offer will be mailed to the Association.
4. An individual forfeits the right to employment under this section if he/she does any of the following:
 - a. Signs a continuing, full-time certificated Employee contract with another district and cannot be released from that contract within 10 working days (or, for part-time employees, a contract equivalent in time to the position formerly held in the District);

- b. Fails to accept an offer of employment with the District within 5 working days of receiving the offer;
- c. Fails to report for work within 11 school days from the date employment is offered by the District. However, no individual will forfeit rights by accepting a non-continuing contract with another district, by signing a contract in another district for fewer hours than held during the year in which non-renewed, or by refusing a position in the District for a fewer number of hours than held during the year in which non-renewed.

F. Provisions of Reduction in Force (RIF) Leave

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

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

ARTICLE IV. LEAVES

Employees shall submit a Certificated Employees Absence Form for each leave (see Appendix I).

IV.I WELLNESS LEAVE

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

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

Criteria for administrator approval includes clear evidence of academic benefit, the chance for staff to take advantage of rare and unique opportunities and/or a clear link to professional development. Denial will be based on a review of staff member's previous use of extended leave, their overall pattern of absences and/or the negative impact on or disruption of the academic program.

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

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

Comment [AS1]: Entire section has been revised

Holiday/Break Wellness Leave staff allotment by building

	CES Staff	MCM Staff	VHS Staff
Veteran's Day	2	2	2
Thanksgiving	1	1	1
Winter Break			
2009-2010	2	1	1
2010-2011	1	2	1
2011-2012	1	1	2
MLK Day	2	2	2
Mid-Winter Break			
2009-2010	1	2	1
2010-2011	1	1	2
2011-2012	2	1	1
Spring Break			
2009-2010	1	1	2
2010-2011	2	1	1
2011-2012	1	2	1
Memorial Day	2	2	2

1. The first work day of March, thirty minutes prior to student start time, staff may email their building principal to request the above designated days. Days will be granted on a first-come-first-serve basis based on the email time and date stamp in the principal's inbox. No more than one request per day per person may be submitted. Each email may only request a single day. This process will be open from the first working day of May until the last teacher work day of June and will resume the first teacher day of the following academic year through September 30. Only one Holiday/Break Wellness day per staff member will be granted during this period.
2. A second round of requests for Holiday/Break Wellness Leave will open the first work day of October, thirty minutes prior to student start time, and will remain open until April 30. This is an opportunity for those who have not yet been granted a day or those who would like a second day to submit their requests using the same protocol as the first round. No staff member shall have more than two Holiday/Break Wellness days.
3. Staff members choosing to relinquish their Holiday/Break Wellness day(s) may do so by email to their building principal at least two weeks prior to the Holiday/Break in question. The principal will email staff to notify them of the available day which may then be requested following the established protocol. No staff-to-staff trades will be permitted.
4. Staff members may petition the Superintendent regarding special need for absence on a Holiday/Break Wellness day. The Superintendent reserves the right to approve or deny additional leave on the basis of exceptional circumstances.
5. Staff members may not request the same Holiday/Break Wellness day as that used in the prior academic year except in the following circumstances:
 - a. If on the second work day of May the desired day is still available it may be requested regardless of the prior year's absence.
 - b. If the desired day is released by a staff member and posted by the building principal it may be requested regardless of the prior year's absence.
6. A list of days granted will be maintained by the principal or designee in a well-publicized area of the school's main office.
7. For purposes of this section employees with more than one building assignment will be apportioned

in a manner that best balances number of staff at each school.

8. Staff members who do not require a substitute shall not count against the building allotments but Holiday/Break Wellness days for these individuals will require administrative approval and be limited to the same number of days as staff requiring a substitute.

IV.2 SICK LEAVE CASHOUT

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

IV.3 BEREAVEMENT LEAVE

Absence for bereavement caused by the death of a member of the immediate or extended family of all employees of the District shall be allowed without deduction of pay; allowances for such absences shall be as follows:

- A. An employee may utilize a maximum of five (5) days' absence caused by the death of an employee's child, spouse, parent, stepparent, brother, sister, stepbrother, stepsister, or any member of the employee's household.
- B. A maximum of three (3) days shall be allowed for absence caused by death of an employee's parent-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent, or grandchild.
- C. A maximum of one (1) day may be available for attending funerals of individuals not listed above, at the discretion of the Superintendent.

A domestic partner shall be given the same consideration as a spouse for purposes of this section.

IV.4 LEAVES OF ABSENCE

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

B. Leave Stipulations:

1. Written application for leave should be requested by April 1st.
2. The leave should involve a minimum of educational interruption.
3. A leave is granted for up to one (1) year only, but may, for unusual reasons, be extended.
4. A member on leave of absence will retain his/her salary rating and accrued sick leave earned prior to the leave of absence and, upon return, as nearly as possible and subject to the needs of the District, will be reinstated in a position the same as or equivalent to that held at the time leave was granted.
5. No experience credit for salary purposes will be granted for the period of the leave.
6. An employee returning from leave shall be returned to the same position as that held prior to the one-year leave subject to the Assignment and Transfer (III.10) and Reduction in Force (III.16) sections of the Agreement.
7. Please see contract language under section IV.10 regarding the Family Medical Leave Act.

IV.5 SABBATICAL LEAVE

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

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

1. One unpaid sabbatical will be granted per year based on the following criteria, if a suitable

replacement can be found:

- a. District seniority
 - b. Enhancement of professional growth
 - c. Collegial sharing
 - d. Student learning
2. Applications outlining plans for the period of absence must be submitted to the superintendent for consideration, suggestion and approval.
 3. Applications for sabbatical leave must be filed with the Superintendent not later than February 15 of the school year which proceeds the school year in which the leave is to become effective.
 4. Seniority, retirement, and all other rights afforded by the District are retained.
 5. The recipient must agree to return to the service of the District for a period of one (1) year following expiration of the sabbatical leave period
 6. An employee returning from leave shall be returned to the same position as that held prior to the one-year leave, subject to the Assignment and Transfer (III.10) and Reduction in Force (III.16) sections of the Agreement.
 7. Employees receiving a sabbatical leave shall not be eligible for future consideration until six (6) years lapse following completion of the sabbatical.

IV.6 JURY SERVICE

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

IV.7 ASSOCIATION LEAVE

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

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

IV.8 PRESIDENT RELEASE TIME

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

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

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

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

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

IV.9 CHILD-REARING LEAVE

A. General Child-Rearing Leave Information: Child-rearing leave without pay shall be provided to

employees requesting such leave.

B. Child-Rearing Leave Procedure

1. To facilitate the orderly selection of a replacement, the employee shall inform the District in advance, by submitting a written request to the Superintendent, of the intention to take child-rearing leave as soon as possible, but at least thirty (30) days before the anticipated time the leave is to begin.
2. Child-rearing leave will be granted for the remainder of the school year. Upon the written request of the employee to the Superintendent, submitted no later than April 15, this leave shall be extended for an additional school year.
3. The employee shall notify the Superintendent no later than April 15th of intent to return from child-rearing leave, or resign. An employee returning from this leave shall be returned to the same or a position similar to that held prior to the child-rearing leave.

IV.10 FAMILY AND MEDICAL LEAVE ACT

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

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

ARTICLE V – COMPENSATION

V.1 SALARY SCHEDULE

Flow Through: The salary schedule shall be revised for “flow through,” and shall be adjusted to the state-funded appropriation.

MA+90 Maximum Step Tuition Stipend

When an employee reaches the MA+90 maximum step on the state salary schedule, he/she shall be eligible for up to five hundred dollars (\$500.00) as a one-time single stipend for pre-approved tuition(s) and/or workshop(s) reimbursement costs, provided that payment for such amounts shall not cause any District liability for pension amounts if the State accepts such payment as credit for retirement income. The intent of this provision is to provide employees the opportunity to pursue continued professional growth. Individual plans shall have District approval prior to issuing the stipend.

V.2 SALARY SCHEDULE GROWTH STEPS PROCEDURES

Course approval for professional growth will be in accordance with Appendix D (Salary Schedule Growth Steps, SSGS), and as per WAC 392-212-262.

V.3 ADDITIONAL TIME

A. Extended Contract

School Counselors and School Psychologists will receive an additional contract for 10 days prorated for FTE.

B. TRI (Time, Responsibility and Initiative) Days

1. The District will provide additional voluntary days as noted below to each certificated staff member each school year, provided that the District passes a maintenance and operation levy (see Appendix J for Responsibility Contract to be signed by each certificated employee).
2. Certificated staff will use TRI time to carry out professional activities outside the workday which include activities directed toward the achievement of the goals outlined in the strategic plan, the school improvement plans, and/or the professional development matrix focus areas.
 - a. Attendance at site and departmental meetings for whatever portion of the meetings falls outside the contract day
 - b. Team planning for curriculum integration, on site or off site
 - c. Meetings with parents and community volunteers, to include IEP meetings, evaluation team meetings, parent conferences in addition to regularly scheduled conferences (CES)
 - d. Integration of new curriculum with existing curriculum
 - e. Reading as research to increase professional knowledge and expertise
 - f. Creation of new instructional activities
 - g. Coursework or staff development for professional growth
 - h. Assessment of student progress
3. TRI Responsibility Contract days will be allocated as follows:

1% TRI pay increase 2008-2009 All District Directed
 1% TRI pay increase 2009-2010 Half District Directed/ Half Self Directed
 .5% TRI pay increase 2010-2011 All Self Directed

	DISTRICT HOURS	SELF-DIRECTED HOURS
2008-2009	43.5	75.00
2009-2010	50.5	81.25
2010-2011	50.5	87.50
	Part time employees self directed hours will be prorated by FTE	

4. The District will devise sign-in sheets for district-directed and building-directed TRI days as well as the voluntary day at the end of the school year. Participation in these days will be verified from these sign-in sheets and payment for these days will be made according to documented participation. Building-directed days shall be incorporated into the Professional Development Matrix by June 30th for the following school year. Building-directed days will not occur on weekends or on any holidays bargained as a part of this contract.
5. Staff members not in attendance on any building-directed day agree to obtain information presented on those days. Failure to obtain information presented on building-directed days may be reflected in the employee's evaluation.
5. By September 15th of each school year, each employee will submit to the personnel office Appendix J to indicate in writing their choice to participate in the TRI system which allows prorated monthly payment for TRI activities over the 12 months from September to August of each year. Failure to submit this form by the deadline will result in forfeiture of TRI monies for the school year; however employees attending building- or district-directed TRI days will be paid for those days.
6. Payment of all TRI time will occur through prorated payment across 12 pay warrants per school year, from September to August.
7. In the event of a double levy election failure or negative change in other funding levels, compensation language will be suspended and renegotiated.

V.4 STAFF INCENTIVES

A. Transportation Incentive

Up to \$1200 annually will be allocated to support transportation of employees to and from work. These funds are grant generated and will be spent in a manner consistent with the requirements of the grant. Should the VanShare costs exceed \$1,200 the District and the Association will renegotiate this incentive.

B. Retirement/Resignation Early Notification Stipend

The District will pay \$500 to an employee who declares their retirement by February 1st so that staff planning may be made in a timely manner. The stipend will be paid through July payroll after the employee has successfully checked out of the building. For notifications in the 2010-2011 school year the stipend will increase to \$1000.

V.5 NON-ATHLETIC EXTRACURRICULAR SUPPLEMENTAL SALARY SCHEDULES

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

V.6 SCHOOL BUS DRIVING

All employees of the District designated to drive a school bus (not a District van) in addition to their normal supervisory functions will be paid \$10.50 per hour for driving time.

V.7 SITE-BASED/CURRICULUM COMMITTEE

The District will allow pay for approved hours beyond the workday for approved curriculum (District/Building) work and Site-Based Decision Making Committee work (if developed at the building level). Total amounts will be limited to amounts provided in the building budgets.

Teachers will be paid on the monthly payroll warrant for hours reported at the curriculum rate of pay.

V.8 SITE COUNCILS

Each building will develop a site council within the following framework. The council will:

1. Be representative of parents, and employee groups and reflect current student population in number and diversity.
2. Select members no later than the first week of October.
3. Develop appropriate ways to include and select its members and mode of operation.
4. Committee decisions must comply with district-wide mission and goals, board/state policy, budget framework and appropriate collective bargaining agreements.

V.9 TRAFFIC SAFETY EDUCATION

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

V.10 INSURANCE BENEFITS

The District shall provide the state-funded monthly amount per FTE employee. Such amount shall be available for Basic Benefits, which are: dental, vision, long-term disability, term life, and medical insurance.

From the above amount, the District shall first pay the total premium for dental and vision insurance coverage. The total amount remaining after payment of the dental, vision, long-term disability and term life insurance premiums shall be available to employees and may be applied to medical insurance benefits.

In instances for which the District (employer) contribution for the selected insurance plan is not sufficient to

offset the total premium(s), the employer shall deduct from the employee's monthly salary the amount necessary to pay in full the premium(s) due.

An insurance pool has been developed to gain maximum utilization of the state insurance appropriations for employees covered by this agreement. The District agrees that if said appropriation is not fully expended, the maximum contribution for certificated employees shall be increased in an effort to pay either all existing medical/dental enrollments or fully expend said appropriations, whichever occurs first.

COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits will be allowed for eligible employees for periods of time allowed by the insurance carriers. Eligible employees (those who leave district employment) have the right to continue medical benefits at their own expense for 18 months.

Insurance benefits shall be provided in accordance with state law.

V.11 PAYROLL DEDUCTIONS

- A. Required Deductions:** All salaries are subject to payroll deductions for:
1. State Teachers' or State Employment Retirement System(s)
 2. Federal Withholding Tax
 3. Federal Insurance Contributions Act (Social Security)
 4. Absence not provided for by leaves (computed at per diem based on the teacher's annual salary for each day's absence).
- B. Optional Deductions:** The following deductions may be made if authorized by the individual:
1. Additional Withholding Tax
 2. Approved Medical Plans
 3. Approved Life and Disability Insurance Plans
 4. Approved Tax-sheltered Annuities
 5. Payments to Washington School Employees' Credit Union
 6. Other District-approved Insurance Programs
 7. Dues

V.12 PAYMENT PROVISIONS

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

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

V.13 REPRESENTATION FEES AND DUES

- A. Association Dues:** The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Agreement shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.
- B. Dues Deduction Form:** The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

C. Representation Fees:

1. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association.
2. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing.
3. 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.
4. In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

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

V.14 SUBSTITUTE PAY

For 2008-2009 the substitute rate of pay shall be \$115 per day. This rate of pay shall be increased by the state determined COLA in each subsequent school year.

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

V.15 ATTENDANCE AT ACTIVITIES BEYOND THE WORKDAY

Teachers will not be required to attend WIAA games or school dances beyond their workday. Employees who are asked and who volunteer to work at such events will be paid \$15.00 per event.

ARTICLE VI. DURATION

This contract shall remain in full force and effect from September 1, 2008 to and including August 31, 2011. The parties shall enter into negotiations for a successor contract not later than April 1, 2011.

During the term of this contract, the parties shall renegotiate the non-athletic co-curricular stipend schedule and evaluation guidelines. In addition, the association and the district may each identify one additional issue for negotiation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 22nd day of October, 2009.

VASHON EDUCATION ASSOCIATION:

VASHON ISLAND SCHOOL DISTRICT:

Kristine Nelson, President
Vashon Education Association

Bob Hennessey, Board of Directors

Tom DeVries, Negotiator
Vashon Education Association

Michael Soltman, Board Secretary

Kay Burrell, Negotiator
Vashon Education Association

Amy Sassara, Human Resource Director

Peter Aiaeu, Negotiator
Uniserve

Kate Baehr, Principal
Chautauqua Elementary School

GLOSSARY

bereavement leave – Paid leave as the result of the death in the immediate or extended family of the employee.

cafeteria plan – Use of pre-tax dollars by an employee for the payment of out-of-pocket medical insurance benefits. Such expenses are not reported as income tax to the Internal Revenue Services.

certificated – Personnel holding a Washington State approved certificate. (All members are “certificated”.)

classified – Job not requiring a Washington State certificate.

co-curricular – Activities which support or enhance the school curriculum and usually occur outside the school day. See Appendix C for pay schedule for these positions.

COBRA – Consolidated Omnibus Budget Reconciliation Act – Employees who leave district employment have the right to continue medical benefits at their own expense for 18 months.

contact time – Amount of instructional time Washington State requires for students.

continuing contract – Contract issued to certificated staff between employee and district. Contract provides full rights and benefits.

contract – The “Collective Bargaining Agreement” between the Vashon Island School District and the Vashon Education Association.

curriculum stipend – Specified rate of pay for curriculum committee work as outlined in “Collective Bargaining Agreement”.

disciplinary action – An action taken by the District with an employee in accordance with Board Policy 5255, Disciplinary Action and Discharge, the collective bargaining agreement and the law.

extended contract – Any extension of the regular individual contract beyond 182 days.

immediate supervisor – Person who does employee evaluations. Some certified staff may have more than one supervisor, i.e., staff serving in more than one building or special education staff.

in-service time – District-sponsored training.

involuntary transfer – A transfer required of an employee, not requested by an employee.

leave of absence – Up to one year unpaid leave approved by the District.

letter of agreement – An agreement outside the contract which is mutually agreed upon by the District and the Association, and is grievable.

long-term substitute – Assignment with full benefits issued on the twenty-first consecutive day in a single substitute position.

NEA – National Education Association – Official national representative for Vashon Education Association and other certificated bargaining units across the nation.

NERC – Non-Employee Related Costs – Expenditures in a district that are not directly related to personnel.

observation – Classroom visitation by immediate supervisor for purpose of employee evaluation.

OT – Occupational Therapist

passing time – Non-instructional time spent by teachers and/or students while moving from one place to

another.

per diem rate – Payment calculated by dividing placement on salary schedule by 182 days. (Hourly rate computed by dividing daily rate by 7.5.)

PERC – Public Employment Relations Commission – State commission that adjudicates management/labor disputes.

PGO – Professional Growth Option – Optional method of evaluation available to certificated staff after 3 years of teaching.

planning time – A continuous time within the student day set aside for teachers to prepare for instruction.

probation – Certificated employee status as a result of an unsatisfactory evaluation. Probation status requires a remedial plan, the procedures of which are outlined in the contract.

provisional contract – Contract issued to certificated staff for the first two years of employment in the Vashon Island School District. Provisional contract employees have all rights and responsibilities as continuing contract employees except for renewal of contract.

PT – Physical Therapist.

ratification of contract – Ratification by a simple majority vote of those in attendance at the ratification meeting means membership approval of the contract as bargained.

RCW – Revised Code of Washington – Laws enacted by the Washington State Legislature that dictate guidelines and practices for public schools and other state agencies.

recess time – A break from instruction for K-5 students to be physically active outside the classroom.

release time – Time paid by the District for an employee's substitute when the employee is absent from assigned duties for District-approved business.

replacement – Contract issued for a specified length of time to fill a vacancy created by an employee leave of absence. This contract is non-continuing, pays full salary and benefits and has full contract rights as written in the Collective Bargaining Agreement.

RIF – Reduction in Force – Reduction in staff as a result of board action. Contractual language describes specific procedures that must be followed in this reduction.

responsibility contract – A contract signed by a certificated employee which indicates their intention to complete outlined responsibilities; replaces day-to-day documentation of such responsibilities.

sabbatical leave – A unpaid leave granted after 6 or more years of service in the Vashon Island School District for the purpose of professional growth. This requires approval by the Superintendent.

SEIU-6 – Service Employees International Union Local 6 – Bargaining unit for district custodial and food service employees.

seniority – Ranking of employees by length of service for purposes of reduction in force and/or involuntary transfer.

site council – A representative decision-making body at the local school level. Its members are representative of the various constituents it serves.

SLP – Speech/Language Pathologist.

stipend – Payment for services outside the regular assigned duties.

student day – The total amount of time students are required to be at school.

summative evaluation – Formal written evaluation as outlined in the contract based on observations by supervisor.

teacher work day – 7-1/2 hours, including before and after school WAC times.

tentative agreement – Agreement reached between the District and the Association which must be ratified by the School board and the Association membership.

transfer – An assignment change requested by an employee.

TRI – (time, responsibility, initiative) Additional per diem contract days for certificated staff provided through negotiation and based on FTE.

VEA – Vashon Education Association – Official bargaining representative of Vashon's certificated staff.

VISD – Vashon Island School District No. 402.

WAC – Washington Administrative Code – Guidelines and expectations written by the Washington State School Board and other state agencies that comply with the Revised Code of Washington.

waiver – A temporary change in contractual practice due to special circumstances. Waiver must be agreed upon by both the District and the Association.

WEA – Washington Education Association – Official state representative for the Association and other certificated bargaining units throughout the state.

wellness leave – Paid leave granted to certificated employees which replaces sick leave, emergency leave, and personal leave.

WIAA – Washington Interscholastic Activities Association – State governing body for all school activities and sports.

VASHON ISLAND SCHOOL DISTRICT #402
2009-2010 STUDENT CALENDAR

M	T	W	Th	F
SEPTEMBER (1st Teacher Days: 9/3 & 9/4)				
	1	2	3	4
7 H	8 S/K	9	10	11
14	15	16	17	18
21	22	23	24 PDD	25
28	29	30		17

M	T	W	Th	F
FEBRUARY				
1	2	3	4	5
8	9	10	11 PDD	12
15 H	16 B	17 B	18 B	19 B
22	23	24	25	26 15

OCTOBER				
5	6	7	1 PDD	2 T
12 ☞	13 ☞	14 ☞	15 ☞	16 ☞
19	20	21 CC	22 PDD/CC	23 CC
26	27	28	29	30 22

MARCH				
1	2	3	4 PDD	5
8	9	10	11	12
15	16	17	18 PDD/MC	19 TRIMC
22	23	24	25	26
29	30	31		22

NOVEMBER				
2	3	4	5 PDD	6
9	10	11 H	12	13
16	17	18	19 PDD	20
23	24	25	26 H	27 H
30				18

APRIL				
			1 PDD	2
5 B	6 B	7 B	8 B	9 B
12	13	14	15	16
19	20	21	22 PDD	23
26	27	28	29	30 17

DECEMBER				
7	8	9	3 PPD	4 TRI
14	15	16	17 PDD	18
21	22	23 B	24 H	25 H
28 B	29 B	30 B	31 H	16

MAY				
3	4	5	6 PDD	7
10	11	12	13	14
17	18	19	20 PDD	21
24	25	26	27	28
31 H				20

JANUARY				
4	5	6	7	1 H
11	12	13	14 PDD	15
18 H	19	20	21	22
25	26	27	28 PDD	29 SEM 19

JUNE				
	1	2	3 PDD	4
7	8	9	10	11
14	15	16	17	18 S/K
21 T*	22*	23*	24	25
28	29	30		14

Open House Dates: CES Elementary 9-16-09; McMurray Middle School 9-30-09; Vashon Island High School 9-23-09
 VHS Parent Nights: Senior Class: 9/29/09 Junior Class: 10/1/09 Sophomore Class: 10/6/09 Freshman Class: 10/7/09
 ☞ Bus Ridership Week – October 12-16, 2009
 S/K Student Half Day (All Kindergarten Students Attend) Dismissal Times: McMurray Middle School: **10:35 A.M.**;
 Vashon High School: **10:45 A.M.**; Chautauqua Elementary: **11:40 A.M.** No breakfast or lunch served
 PDD Professional Development Day. 2 Hour Delayed Start. Start Times: CES 11:00 a.m. McMurray 9:50 a.m. VHS 9:45 a.m.
 CC Student/Parent/Teacher Conference Days in October for Chautauqua Students. No classes at Chautauqua.
 H Holiday – School Closed
 TRI Last day of Trimester – Chautauqua Elementary School & Vashon Island High School
 MC Student/Parent/Teacher Conference Days in March for McMurray Middle School. No classes at McMurray.
 B Break – School Closed
 SEM Last Day of Semester – McMurray Middle School
 T Teacher Professional Development Day. No school. October 9, 2009
 * Possible snow day make up
 VHS Senior Class Graduation: June 12, 2010

Holidays, Breaks, Non School Days:

September 7 Labor Day
 October 9 Statewide Teacher In-service Day
 November 11 Veterans' Day
 November 26 & 27 Thanksgiving Holiday
 December 22 Winter Holiday & New Year's Day through January 1

January 18 Martin Luther King, Jr. Day
 February 15-19 Presidents' Day/Mid-Winter Break
 April 5-9 Spring Break
 May 31 Memorial Day

Statewide Testing Dates: Vashon Island High School: March 16, 17 & 18th, 2010, April 13th & 15th, 2010. Chautauqua Elementary School and McMurray Middle School: May 10th – 28th, 2010.

Certificated Salary Schedule 2009-2010

(subsequent schedules may be found at <http://www.k12.wa.us/safs/PUB/PER/SalAllocSchedule.pdf> as they become available)

**181 Day Contract
2009 – 2010**

(This schedule reflects NO COLA Annual hours are 1,357.50)*

	I	II	III	IV	V	VI	VII	VIII	IX
Yrs Srvc	BA/BS	BA + 15	BA + 30	BA + 45	BA+ 90	BA+ 135	MA+0	MA+45	MA 90/ PhD
0	1.00000	1.02701	1.05499	1.08304	1.17303	1.23099	1.19891	1.28891	1.34693
	\$34,237	\$35,162	\$36,120	\$37,080	\$40,161	\$42,145	\$41,047	\$44,128	\$46,115
1	1.01346	1.04084	1.06918	1.09846	1.18939	1.24704	1.21224	1.30317	1.36079
	\$34,698	\$35,635	\$36,606	\$37,608	\$40,721	\$42,695	\$41,503	\$44,617	\$46,589
2	1.02628	1.05393	1.08257	1.11411	1.20478	1.26303	1.22566	1.31632	1.37458
	\$35,137	\$36,083	\$37,064	\$38,144	\$41,248	\$43,242	\$41,963	\$45,067	\$47,061
3	1.03950	1.06741	1.09636	1.12890	1.21940	1.27905	1.23838	1.32881	1.38850
	\$35,589	\$36,545	\$37,536	\$38,650	\$41,749	\$43,791	\$42,398	\$45,494	\$47,538
4	1.05246	1.08160	1.11072	1.14439	1.23542	1.29551	1.25171	1.34274	1.40286
	\$36,033	\$37,031	\$38,028	\$39,180	\$42,297	\$44,354	\$42,855	\$45,971	\$48,030
5	1.06585	1.09513	1.12454	1.16008	1.25077	1.31206	1.26526	1.35599	1.41728
	\$36,492	\$37,494	\$38,501	\$39,718	\$42,823	\$44,921	\$43,319	\$46,425	\$48,523
6	1.07961	1.10825	1.13866	1.17597	1.26623	1.32785	1.27915	1.36942	1.43100
	\$36,963	\$37,943	\$38,984	\$40,262	\$43,352	\$45,462	\$43,794	\$46,885	\$48,993
7	1.10379	1.13286	1.16367	1.20301	1.29461	1.35793	1.30517	1.39673	1.46008
	\$37,790	\$38,786	\$39,841	\$41,187	\$44,324	\$46,491	\$44,685	\$47,820	\$49,989
8	1.13919	1.16984	1.20138	1.24398	1.33681	1.40246	1.34610	1.43896	1.50458
	\$39,002	\$40,052	\$41,132	\$42,590	\$45,768	\$48,016	\$46,086	\$49,266	\$51,512
9	1.13919	1.20814	1.24125	1.28538	1.38038	1.44826	1.38747	1.48253	1.55041
	\$39,002	\$41,363	\$42,497	\$44,008	\$47,260	\$49,584	\$47,503	\$50,757	\$53,081
10	1.13919	1.20814	1.28158	1.32891	1.42517	1.49532	1.43104	1.52733	1.59744
	\$39,002	\$41,363	\$43,877	\$45,498	\$48,794	\$51,195	\$48,995	\$52,291	\$54,692
11	1.13919	1.20814	1.28158	1.37371	1.47207	1.54362	1.47584	1.57423	1.64574
	\$39,002	\$41,363	\$43,877	\$47,032	\$50,399	\$52,849	\$50,528	\$53,897	\$56,345
12	1.13919	1.20814	1.28158	1.41708	1.52023	1.59391	1.52240	1.62236	1.69607
	\$39,002	\$41,363	\$43,877	\$48,517	\$52,048	\$54,571	\$52,122	\$55,545	\$58,068
13	1.13919	1.20814	1.28158	1.41708	1.56956	1.64544	1.57060	1.67169	1.74756
	\$39,002	\$41,363	\$43,877	\$48,517	\$53,737	\$56,335	\$53,773	\$57,234	\$59,831
14	1.13919	1.20814	1.28158	1.41708	1.61913	1.69890	1.62022	1.72451	1.80105
	\$39,002	\$41,363	\$43,877	\$48,517	\$55,434	\$58,165	\$55,471	\$59,042	\$61,663
15	1.13919	1.20814	1.28158	1.41708	1.66126	1.74310	1.66233	1.76934	1.84788
	\$39,002	\$41,363	\$43,877	\$48,517	\$56,877	\$59,679	\$56,913	\$60,577	\$63,266
16	1.13919	1.20814	1.28158	1.41708	1.69447	1.77794	1.69557	1.80472	1.88482
	\$39,002	\$41,363	\$43,877	\$48,517	\$58,014	\$60,871	\$58,051	\$61,788	\$64,531

**NONATHLETIC CO-CURRICULAR ACTIVITIES
STIPEND SCHEDULE 2009-2010
VASHON ISLAND HIGH SCHOOL**

Advisor	1st Year	2nd-4th	5th-9th	10th Year +
Annual	2786	3225	3118	3279
Associated Student Body	2229	2359	2490	2622
Class Advisors:				
Senior Class	1629	1727	1821	1918
Junior Class	546	579	609	640
Sophomore Class	395	383	405	424
Freshman Class	340	358	379	398
Computer	613	648	685	721
Debate Advisor	3567	3765	3973	4182
Assistant	2134	2258	2384	2509
DECA	1183	1252	1324	1392
Drama	3567	3765	3973	4182
Honor Society	613	648	685	722
Journalism	3567	3765	3973	4181
Key Club	2452	2599	2742	2886
Knowledge Bowl	721	721	721	721
Literary Journal	721	721	721	721
Math Team	721	721	721	721
Music	2537	2687	2834	2986
Science Club	721	721	721	721
Foreign Language	721	721	721	721

¹ Stipends shall include a 3% raise for each year.

² Shall apply only to years in District and in activity.

³ Any co-curricular advisor that ends his/her season in post-season activity will receive a \$300 bonus.

*** SUPPLEMENTAL ACTIVITY:**

Foreign Language Class

In addition to the amount specified in the above co-curricular activities salary schedule, the Foreign Language class advisor will be paid a stipend of \$688 for School Board authorized travel with students of the high school foreign language class for a period of five or more days.

**NONATHLETIC CO-CURRICULAR ACTIVITIES
STIPEND SCHEDULE 2009-2010**

MCMURRAY MIDDLE SCHOOL

Advisor	1st Year	2nd-4th	5th-9th	10th Year +
Annual	1523	1613	1701	1791
Drama	1523	1613	1701	1791
Future Problem Solvers	691	732	773	814
History Day	2677	2833	2992	3147
Math Counts	691	732	773	814

¹ Stipends shall include a 3% raise for each year beginning 2009-2010.

² Assistant advisors shall be paid at 60% of placement.

³ Seniority shall apply only to years in District and in activity.

⁴ Any co-curricular advisor that ends his/her season in post-season activity will receive a \$300 bonus.

**NONATHLETIC CO-CURRICULAR ACTIVITIES
STIPEND SCHEDULE 2009-2010
CHAUTAUQUA ELEMENTARY SCHOOL**

Camp Waskowitz

Chautauqua Elementary School teachers accompanying fifth grade students to Camp Waskowitz for participation in the outdoor education program will receive a stipend of \$400.

Math Olympiad - \$500

Math is Cool - \$500

Night of the Notables - \$500

SALARY SCHEDULE GROWTH STEPS (SSGS)

Pre-approval is required. Allow 5 days to process.

Teacher's Name: _____ Date: _____

School/Assignment: _____

Instructions:

- Enter in the table below the requested information about each course. Use the list of criteria below to determine which numbers to put in the last column.
- Obtain signature of Building Principal prior to sending this form to the District Office for Superintendent's signature.
- Contact college/university to request transcript/s be sent to Vashon Island School District.

Date/Term	Institution	Course Title and #	Recognition of Credits is based on criterion #	OR # of clock hours

RECOGNITION CRITERIA. Credits or clock hours earned after September 1, 1995, **must** meet criteria established by the 1995 Legislature (WAC 392-121-262) before they can be used for advancement on salary schedule. At the time credits are recognized by the school district, the content of the course **must** meet at least one of the following:

1. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.320.205, the annual school performance report, for the school in which the individual is assigned.
2. It pertains to the individual's current assignment or expected assignment for the following school year.
3. It is necessary for obtaining endorsement as prescribed by the State Board of Education.
4. It is specifically required for obtaining advanced levels of certification.
5. It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff of the school district, where the potential of the future assignment is agreed upon by the school district and the individual.

[] Pre-Approval [] Disapproval

Signature of Building Principal

Signature of Superintendent

Vashon Island School District #402
Evaluation Report
Classroom Teacher

Type of Evaluation

Name _____

Annual _____

School _____

90 day _____

Teaching Assignment _____
(If less than fulltime, specify)

Other _____

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

Principal's Signature: _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as follows:

CRITERIA (Refer to the list of adopted criteria)	STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category)
---	---

Teaching Practice
Instructional Strategies:

Lesson Planning and Design:

Assessment:

Classroom Management and Environment

Professional Development and Responsibilities

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

Teacher's Signature Date

Within three (3) days of the signing of this evaluation, the teacher may, at his/her option, prepare an addendum to this Evaluation Report.

Vashon Island School District #402
Evaluation Report
Counselor

Type of Evaluation

Name _____

Annual _____

School _____

90 day _____

Teaching Assignment _____
(If less than fulltime, specify)

Other _____

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

Supervisor's Signature: _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as follows:

CRITERIA (Refer to the list of adopted criteria)	STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category)
---	---

Personal Characteristics:

Relationships with Pupils:

Individual Assessment:

Relationship with Parents:

Relationships with Teachers:

Relationships with Administrators:

Professional Attitudes and Activities:

Consultation and Coordination:

Awareness of District Curriculum & Assessment Goals

Additional Comments:

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

Counselor's Signature _____ Date _____

Within three (3) days of the signing of this evaluation, the counselor may, at his/her option, prepare an addendum to this Evaluation Report.

GOAL SETTING and PROFESSIONAL GROWTH PLAN

(Plan to be created and reviewed with supervisor by October 15th)

Name:	Date:
--------------	--------------

Goals: (Goals shall be related to instructional skill enhancement, student learning, enhancement of professional growth, collegial sharing and awareness of the district curriculum and assessment goals.)

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

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

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

Checklist/Review of items needed (when applicable)

- Review of Instructional Materials Policy/Proc.
- Review of Curriculum Guides – Subject areas
- Review of copyright guidelines
- Review of course outlines, expectations, letters
- Substitute notes on file and in office

Date _____

PGO Observation Date: _____

Activity Observed:

Progress report 1 (January) Meeting date: _____

Progress toward goal and plan update:

Progress meeting 2 (March) Meeting date: _____

Progress toward goal and plan update:

Final meeting (June) Meeting date: _____

Assessment of goal achievement:

Employee: _____ Date: _____

Administrator: _____ Date: _____



Employee Absence Form
Vashon Education Association Employees
Vashon Island School District No. 402

To be completed and turned in prior to absence(s)

Name _____ Building _____

Date(s) of Absence (dd/mm/yy) _____ # of Days _____

CHECK TYPE OF LEAVE TAKEN BELOW (see other side for descriptions):

_____ WELLNESS LEAVE - Not granted for the first or last week students are attending school. Leave taken the day before or after a holiday or break is approved for lottery winners only unless taken for illness or emergency. See back of this form for information regarding:

1. leave in excess of 5 consecutive days
2. leave in excess of 20 consecutive days
3. FMLA leave (serious, extended illness, care of a family member)

_____ LEAVE WITHOUT PAY

_____ BEREAVEMENT LEAVE - Please identify relationship _____

_____ JURY DUTY LEAVE

_____ RELEASE TIME (Association Leave - Workshops - Visitations, etc.)

Release Time Authorization Code # _____

Person Authorizing Absence _____

Explain activity _____

Employee Signature (required) _____ Date _____

Supervisor Signature (required) _____ Date _____

Superintendent Signature (Extended Wellness Leave, Release Time Approved by Supt.)

_____ Date _____

Substitute Name (if known) _____ Date Entered in SubOnline _____ Confirmation # _____

For Office Use Only: Received on: _____ By: _____

LEAVE DESCRIPTIONS

WELLNESS LEAVE Every person under contract for a full school year (180 days) in a position requiring certification shall be entitled to twelve (12) days of annual leave of absence for wellness. Part-time employees wellness leave allocations will be prorated. Use of annual wellness leave days will be at the discretion of the employee except for the first and last week of school, which will be limited to sick leave and emergency leave.

EXTENDED WELLNESS LEAVE Employees absent in excess of five (5) consecutive days must follow the protocol outlined below as soon as possible, but in advance of two weeks of such a leave: The employee will meet with his/her supervisor and present the following:

1. The name of the substitute(s).
2. Information on the plan for coverage of curriculum and/or services for the time of the absence.
3. Notification to the parents using a method the employee and the supervisor deem appropriate.
4. Notification to colleagues affected by the absence.

An employee wishing to take wellness leave in excess of 20 consecutive days requires the above protocol and the approval of the Building Principal and the Superintendent.

FAMILY AND MEDICAL LEAVE ACT Provisions of the FMLA shall apply to employees eligible after he/she has worked for the District for a minimum of one year and have documented twelve hundred fifty (1250) or more work hours in the previous year. Except for this provision, all aspects of FMLA shall be applied according to the statute as legally determined by the District. The FMLA is a federal law that entitles eligible employees to take up to 12 weeks of paid (or unpaid leave) each year for specific family* or medical reasons. The District is required to maintain the group health insurance coverage of the employee for the duration of his/her FMLA leave on the same terms and conditions as if the employee had continued to work. The District requires that, if paid leave (i.e. wellness) is available, it must be used as part of the 12 weeks of FMLA. *Family is defined as self, household partner, and/or other immediate family members, including parents.

Employees are required to provide a physician's certification within 15 days of the absence explaining the reason and duration of the leave. Depending on the length of the absence, the School Board may need to authorize the leave.

Employees must contact Personnel for copies of the School Board policy and FMLA documentation as soon as he/she knows that FMLA will be taken. An employee may automatically be placed on FMLA leave if the District knows that the employee is absent due to a qualifying reason and the employee has not requested to be placed on FMLA leave.

LEAVE WITHOUT PAY For an employee who has used all accrued wellness leave and remains unable to work. Under some circumstances and upon direction from an administrator, an employee may be required to take leave without pay for an absence.

BEREAVEMENT LEAVE Absence for bereavement caused by the death of a member of the immediate or extended family of all employees of the District shall be allowed without deduction of pay; allowances for such absences shall be as follows:

1. An employee may utilize a maximum of five (5) days' absence caused by the death of an employee's child, spouse, parent, stepparent, brother, sister, stepbrother, stepsister, or any member of the employee's household.
2. A maximum of three (3) days shall be allowed for absence caused by death of an employee's parent-in-law, brother-in-law, sister-in-law, uncle, aunt, grandparent, or grandchild.
3. A maximum of one (1) day may be available for attending funerals of individuals not listed above, at the discretion of the Superintendent.

JURY DUTY LEAVE Upon receipt of a jury summons, the educator will notify his/her building principal or Superintendent. Should the educator wish to be excused from jury duty, he or she will contact the Superintendent or designee for a letter to that effect. Individuals shall suffer no loss of pay for jury duty, and will be allowed to keep any expense allowance given by the court. The employee may be asked to provide a copy of the summons as proof of jury duty.

RELEASE TIME Upon approval by the Superintendent or other authorized Administrator, staff may be released from their regular assignment for one or more days in order to attend meetings, workshops, conferences, etc. VASHON ISLAND SCHOOL DISTRICT # 402

RESPONSIBILITY CONTRACT FOR TRI TIME

Certificated staff will use TRI time to carry out professional activities outside the workday which include activities directed toward the achievement of the goals outlined in the strategic plan, the school improvement plans, and/or the professional development matrix focus areas.

- H. Attendance at site and departmental meetings for whatever portion of the meetings falls outside the contract day
- I. Team planning for curriculum integration, on site or off site
- J. Meetings with parents and community volunteers, to include IEP meetings, evaluation team meetings, parent conferences in addition to regularly scheduled conferences (CES)
- K. Integration of new curriculum with existing curriculum
- L. Research to increase professional knowledge and expertise
- M. Creation of new instructional activities
- N. Coursework or staff development for professional growth
- O. Assessment of student progress

By September 15th of each school year, each employee will submit Appendix J to indicate in writing their choice to participate in the TRI responsibility days (2008-2009 = 75 hours; 2009-2010 = 81.25 hours; 2010-2011 = 87.5 hours which allows prorated monthly payment for TRI activities over the 12 months from September to August of each year.

The deadline to return this form for the 2009-2010 school-year will be no later than September 30, 2009.

*I, the undersigned certificated employee of the Vashon Island School District, have read the above statements, and I understand that I am to use TRI time to pursue job-related activities as listed above. **Should an auditor request verification of TRI activities, I will provide records of activity that meets TRI guidelines. A form (Appendix O) is provided for my use; I may use it or devise my own tracking system and I understand that such records must be retained for a minimum of three years.***

Staff member (signature)

Staff member (print name)

Date

For Office Use only: Received on: _____

By: _____

FORMAL STATEMENT OF GRIEVANCE - STEP ONE

Appendix M

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

Grievant(s) _____

Date of Formal Presentation _____

School _____

School Phone _____

Immediate Supervisor: _____

Date Alleged Violation Occurred: _____

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

Signature of Grievant Date

Signature of Association Representative Date

Signature of Immediate Supervisor Date

Distribution:

Immediate Supervisor: _____ Association Representative: _____

Superintendent _____ Grievant(s) _____

DECISION BY IMMEDIATE SUPERVISOR - STEP ONE

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

I. Grievant(s) _____

Date of Formal Presentation _____

School _____

Decision of Immediate Supervisor and specific reasons therefore:

Date of Decision Signature of Immediate Supervisor

II. Grievant's Response:

_____ I accept the above decision.

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

Date of Response Signature of Grievant

Signature of Association Representative

Distribution:

Immediate Supervisor: _____ Association Representative: _____

Superintendent _____ Grievant(s) _____

DECISION BY SUPERINTENDENT OR DESIGNEE - STEP TWO

To be completed by superintendent or designee within five (5) working days from the conclusion of the Step Two Grievance meeting. Type, print, or open electronically and fill in the form. Form can be found online at: www.vashoneducationassociation.com.

I. Grievant _____ Date of
Grievance
Meeting _____

Decision of Superintendent or designee and specific reasons therefore:

_____ Date of Decision _____ Signature of Superintendent

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

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

_____ Date of Response _____ Signature of Grievant

_____ Signature of Association Representative

Distribution:

Immediate Supervisor: _____

Association Representative: _____

Superintendent _____

Grievant(s) _____

**VASHON ISLAND SCHOOL DISTRICT
STANDARDS FOR QUALITY TEACHING AND LEARNING
VASHON ISLAND SCHOOL DISTRICT
STANDARDS FOR QUALITY TEACHING AND LEARNING**

INSTRUCTIONAL & CLASSROOM TEACHING PRACTICE	CLASSROOM ENVIRONMENT
<p>Develops a repertoire of instructional and classroom teaching practices including:</p> <ul style="list-style-type: none"> • Using a wide variety of active processing strategies to engage students in learning • Stating learning objectives, giving clear directions, and consistently checking for understanding • Mediating student thinking through questioning strategies, thinking skills, and thinking behavior applications • Meeting individual students' needs through <ul style="list-style-type: none"> ○ Flexible grouping (e.g. cooperative learning, small groups, peer partners) ○ Multiple intelligences ○ Monitoring and modifying instruction • Incorporating available technology to improve instruction 	<p>Creates a classroom environment that is safe, inviting, respectful and developmentally appropriate:</p> <ul style="list-style-type: none"> • Provides for interactions that are consistently appropriate to students' cultures, genders, and individual differences • Reflects commitment to District outcomes • Conveys enthusiasm for learning
LESSON PLANNING AND DESIGN	ASSESSMENT
<p>Consistently implements state and district adopted curricula:</p> <ul style="list-style-type: none"> • Uses curriculum documents (i.e. continuums, implementation guidelines, preferred visions, unit notebooks) • Designs lessons with clear objectives focusing on concepts, skills, and strategies (i.e. nested objectives) • Integrates curriculum through key concepts/themes, guiding questions, thinking skills and behaviors, and district outcomes • Applies current research and best practices in delivery of instruction • Incorporates reflection and assessment results in order to improve future lessons 	<p>Creates and utilizes multiple and appropriate assessment tools:</p> <ul style="list-style-type: none"> • Aligns tools with lesson objectives to frequently monitor student learning and set future goals, including: <ul style="list-style-type: none"> ○ Rubrics, scales, checklists ○ Performance assessments ○ Objective tests ○ Portfolios ○ Student self-reflections and critiques • Communicates clear assessment criteria and standards to students and families • Reads and interprets data to make instructional decisions
CLASSROOM MANAGEMENT	PROFESSIONAL DEVELOPMENT AND RESPONSIBILITIES
<p>Creates a classroom environment that is safe, inviting, respectful and developmentally appropriate:</p> <ul style="list-style-type: none"> • Provides for interactions that are consistently appropriate to students' cultures, genders, and individual differences • Reflects commitment to District outcomes • Conveys enthusiasm for learning <p>Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning:</p> <ul style="list-style-type: none"> • Responds to behavior in a manner that is appropriate, successful, and demonstrates respect for the student • Establishes management practices that result in minimal loss of instructional time, such as: <ul style="list-style-type: none"> ○ Routines for handling materials and supplies <p>Smooth transitions with clear directions</p>	<p>Demonstrates continual commitment to professional growth and improved student learning:</p> <ul style="list-style-type: none"> • Seeks out opportunities for staff development to enhance content knowledge and teaching skill • Uses feedback for the purposes of self reflection and goal setting • Participates in development and support of the building site plan and district initiatives • Accesses available resources and personnel to support students • Assumes responsibility for parent communication in a professional and timely manner <p>Contributes as a member of a professional learning community:</p> <ul style="list-style-type: none"> • Intentionally models District outcomes • Practices effective communication skills • Presumes positive intent in working with students, families and colleagues • Employs a fully effective system for managing paperwork and timelines

