

ADDITIONAL DOCUMENTS AND UNDERSTANDINGS

The parties agree that the following documents, though not a formal part of the Collective Bargaining Agreement, nonetheless represent important understandings and agreements of the parties. They are provided herein for informational purposes.

MEMORANDUMS OF UNDERSTANDING

Regarding Educational Assistant Support for Special Education Teachers

This Memorandum of Understanding will not be considered a part of the Collective Bargaining Agreement. It is intended to provide information to all concerned regarding support for special education teachers, specifically regarding how educational assistant (EA) time is assigned for the for the current school year. The SEA-District Collaboration Team shall review this memorandum during that school year and will decide whether to continue it for each following school year, and if so, what modifications, if any, should be made.

The undersigned parties agree that EA time is a necessary support for special education teachers and students. The formula described below is a guideline for District use in assigning such time.

The parties agree, however, that a rigid numerical formula would not allow the flexibility needed to provide assistance to teachers whose mix of students in a particular class requires more than the normal EA support. Therefore, nothing in this Memorandum of Understanding is intended to limit the District's authority in granting additional EA time than that generated by the formula below.

Guideline for Assigning EA Time to Special Education Teachers

Developmentally Delayed: 12 hours of EA time regardless of class size or case load

Additional 3 hours of EA time for every 2 students added above
12 students.

Preschool: 5.5 hours of EA time regardless of class size or case load for 1.0
FTE

Additional 1 hour of EA time for every 2 students added above
10 students each session

Elementary Resource: 3 hours of EA time regardless of class size or case load

Additional EA time added as follows:

30 students	1 hour
35 students	2 hours
40 students	3 hours
45 students	6 hours
50 students	6 hours/.5 Cert.
55 students	3 additional hours

Middle/FC Resource: 3 hours of EA time regardless of class size or case load

Additional EA time added as follows:

30 students	1 hour
35 students	2 hours
40 students	3 hours

High School Resource: 4 hours of EA time regardless of class size or case load

Additional EA time added as follows:

40 students	2 hours
45 students	3 hours

The case loads or class sizes will be calculated on the tenth day of October and the tenth day of each semester or trimester for the remainder of the school year.

Students to be counted for case loads or class sizes are those on current complete assessments and IEPs and students who are on the class list and receiving instruction.

The formula numbers above shall be pro-rated for teachers who are less than 1.0 FTE.

Regarding Standardized Testing

The District and the Association realize the importance of assessment in measuring student performance. We, therefore, agree that the ability of students to progress and mature academically is the combined result of many factors including school, home, economic, and social environment. All of these factors need to be taken into account as we evaluate student performance.

Analysis of assessment data is fundamental to the instructional process. Conversations about assessment data as it relates to the instructional process are vital to a teacher's professional growth and may therefore be part of the supervision process. However, staff evaluation will be based on professional performance as indicated in the evaluative criteria contained in this agreement and not the standardized test performance of the students taught by that employee.

Because the classroom teacher is knowledgeable of all aspects of student's performance and the factors affecting that performance, the District will make every reasonable effort to insure that the classroom teacher has access to individual and group test results from state standardized tests prior to their release to parents and the public. When reporting standardized test results to the media, parents, community and general public in written publications of the District or school, the District will also report demographic and test information which may include the number of students on free and reduced lunches, the percent of students tested, and the percentage of students enrolled in special programs as indicated on the assessment data collection form.

Regarding Study of Time Issues

The parties agree that scheduling and use of time within the work year is integral to the instructional program. Therefore, the parties agree that:

1. The Association and District will each appoint three (3) members of a "time" committee. The committee will be co-chaired by the SEA President and the District Assistant Superintendent.
2. The committee will review the use and scheduling of components of the non-instructional work year: early release, late start. The committee will additionally review the issue of elementary planning time.
3. The committee will submit written recommendations to the SEA and the SSD bargaining committees subsequent to said review.
4. The committee will make its recommendations to the SEA and SSD bargaining committees no later than January 25, 2005, for the calendars for subsequent school years.

Regarding Joint Salary Committee Study

For the past two years the Association and District have had a joint Salary Schedule Committee ("Committee" hereinafter). Said Committee has concluded that the current local salary schedule is no longer competitive with other Districts, particularly at the lower and higher ends. Further the Committee has concluded that the local salary schedule can be restructured to provide increased state funding for the local schedule therefore benefiting employees and the District. The Committee's work has primarily been devoted to developing a plan to remedy that situation so that the District can continue to be competitive with other districts to attract and retain the most qualified professional staff.

The District and Association hereby agree to continue said Committee which will be composed of up to four representatives from each party. The Committee is free to consult with other individuals as they determine necessary.

The Committee will be specifically charged with the responsibility of developing a recommendation to be submitted to the SEA-SSD Collaboration Team that addresses the issue of restructuring the local salary schedule and in accordance with the following provisions:

1. In developing a recommendation, the Committee will work off of a document attached hereto that at the time this Memorandum of Agreement was reached was the latest draft idea under consideration by the Committee as to how to resolve the basic issue.
2. The Committee will pay particular attention to consideration of the timelines incorporated in said draft document. This is not intended, however, to prevent the Committee from considering all aspects of the document.
3. The Committee's recommendation will be submitted to the SEA-SSD Collaboration Team no later than October 15, 2004.
4. The Collaboration Team will reach a final tentative Memorandum of Agreement no later than December 1, 2004 that is to be submitted to a ratification vote of the Association membership and the District School Board.
5. The parties will utilize the period from December 1, 2004 to April 1, 2005 to inform their constituents of the tentative agreement and all its implications.
6. Ratification votes will be taken no later than April 30, 2005.

Because any transition to a new local salary schedule as envisioned by the attached draft document will entail the necessity of many SEA bargaining unit members seeking additional education credits for salary advancement, the District will commit to the following additional support help beginning with the 2004-05 school year.

- A. Tuition reimbursement help will be provided through the Professional Development Incentive money under Section 5.07 of the Collective Bargaining Agreement, including the new feature of pooling and reallocation of the annual unused portions of said money.
- B. The District's intent is to continue to pursue and implement as soon as reasonably possible an on-campus Masters Degree program.
- C. The District will significantly increase the number of clock hour credit opportunities for bargaining unit members.