

TENTATIVE AGREEMENT
Between the
Everett Education Association
and the
Everett School District

2021 - 2024

Duration: This tentative agreement determines wages, hours, terms and conditions of employment for 2021 – 2022 through 2023 – 2024 (three years).

Amend Section 5.07.C as follows:

- C. The District shall support employees in their use of prudent, legal and reasonable discipline measures to maintain order and discipline and to protect the safety and well-being of students and employees. The District will support teachers in the enforcement with students of the teacher's reasonable classroom management and behavior expectations.

Amend the title of Section 5.07 and subsection D.1 as follows:

SECTION 5.07 - STUDENT DISCIPLINE BEHAVIOR

- D. To assist employees in the exercise of their student disciplinary efforts, the District shall:

1. ~~Insure~~ Ensure that the building administrator and all employees in a school building ~~shall~~ confer at least annually prior to the first student day in order to review written building and District disciplinary standards and ~~to discuss uniform~~ the consistent and effective enforcement of those standards. This meeting ~~may~~ shall ~~also~~ be used to communicate and update all employees regarding applicable federal, state and local laws and District rules, regulations, ~~and procedures,~~ and contractual rights pertaining to student and employee rights ~~and processing in responding to student discipline behavior.~~

Add a new Section 5.07.E to read as follows

Section 5.07, D, 4 from MOU TA 6/9/2021

Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his/her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the teacher has conferred with the principal or designee, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more alternative forms of corrective action. ~~In no case shall an excluded student be returned for the balance of that class or activity period without the consent of the employee. In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his/her designee and the employee have conferred.~~

E. Student Disruption Support Protocols

The intent of the following protocols is to protect employees, students and the District when there has been a significant disruption to the classroom, school or learning environment due to violent acts such as an employee being struck, hit, or bit, or student outbursts that prompt a room clear. To support the employee and students, the following will occur:

1. When an employee encounters one or more of these issues, the employee shall inform the appropriate administrator who will assist in responding to the incident and resolving any issues that arose.

2. The administrator and employee(s) will meet as soon as possible following the incident, but at least within two (2) days of the incident occurring. The administrator will assist the employee with completing the necessary paperwork, including an incident report, referrals, and L&I forms as applicable. If needed, the administrator will provide class coverage or leave for the employee for the remainder of the day.
3. The employee will be provided access to the Employee Assistance Program.
4. The administrator and employee will collaboratively create a plan for communicating with the parents of the impacted students. The administrator will address questions and parent responses. Every effort will be made to communicate the same day as the incident and in the parent's/student's home language.
5. The administrator and affected staff members will determine compensation for work time, including lunch, prep, or before/after school time, lost to resetting the work and learning space as a result of the incident.
6. If District materials or equipment are damaged, the administrator will work with the employee to get the materials or equipment replaced. The District shall reimburse the employee for any damage to personal attire and to personal instructional material that is necessary for use in the school program. Other items damaged (including personal cell phones) and not covered by personal insurance shall be reimbursed with a limit of \$1,500.
7. The administrator and employee will collaboratively determine and prioritize the appropriate referral process for reviewing or addressing the student behavior (e.g., parent conference, MTSS, special education eligibility, FBA, BIP, IEP services or placement).

Amend Section 5.11.C.5 as follows:

5. The term "program" in this section shall mean the Special Services Department (by specific categories of teachers, school psychologists, SLPs and OT/PTs), ~~Highly Capable~~ and ELL programs. By March 1 each year, the anticipated classroom programs and locations, and projected itinerant FTE counts for buildings will be communicated to Special Services staff.

Amend Section 5.11.D.4.c as follows:

- c. Any employee submitting a Transfer Request shall be considered by the building/program administrator making the transfer/hiring decision. No person from outside the District shall be hired unless it has been determined that no current employee who has submitted a transfer request is qualified by certification, endorsement, two most recent years of satisfactory evaluations (or, for classroom teachers, a final summative score of Proficient or Distinguished on a comprehensive evaluation, unless otherwise agreed to by the District and Association), and has not been granted a transfer the previous school year. The District may unilaterally decline ~~up to five (5) one~~ voluntary transfers per school per school year. A list of affected employees shall be provided to the Association on an ongoing basis. Additionally, employees unilaterally declined a voluntary transfer due to the exemption, shall be provide specific reasons, in writing, why the transfer was declined.

Amend Section 5.11.G as follows:

G. Assistance in Moving Materials and Preparing for New Assignments

1. Upon request, all transferred employees and employees changing directed to change teaching locations within a school ~~that has been remodeled or subject to construction~~ will receive assistance from the District in moving instructional materials. Employees will be provided sufficient boxes to pack all District-owned materials utilized in the instruction of students. Additionally, District-owned furniture will be moved for employees changing instructional location within a school. However, all personal items, including furniture and major appliances are the employee's personal responsibility to move and will not be moved by District moving crews. The move will be accomplished so that such materials are available at the new assignment location at least one (1) full working day prior to the new assignment.
2. All employees transferred to a different school during a school year shall be offered at least two (2) release days to prepare for the new assignment. At employee discretion, these days can be taken as paid days at the substitute rate of pay.
3. All employees transferred to a different school between school years shall be offered at least one (1) day at per diem pay to prepare for the new assignment.
- ~~4. All employees changing their instructional location within a school during the school year or between school years due to the site's undergoing construction or remodeling shall be provided one (1) day released time or, at the employee's option, three (3) hours pay at per diem rate to prepare for his/her instruction at the new location.~~
- ~~5.4.~~ All employees changing reassigned at least .5 FTE of their assignment or to a new instructional location within a school after their first work day during the work year shall be provided offered at least one (1) released day released time or, at the employee's option, three (3) hours pay at per diem rate to prepare for his/her the new assignment or location. At employee discretion, this day can be taken as a paid day at the substitute rate of pay.
- ~~6.5.~~ All employees notified of a change in their reassigned to a new instructional location within a school between work years after June 1 shall, at the employee's option, be provided one day release or shall be offered at least one (1) released day to prepare for the new instructional location. At employee discretion, this day can be taken as a paid day at the substitute rate of pay. ~~This language is in addition to other provisions of the CBA.~~
7. ~~Employees will be provided sufficient boxes to pack all District-owned materials utilized in the instruction of students. Additionally, District-owned furniture will be moved for employees changing instructional location within a school.~~

Add a new Section 5.15 that reads as follows:

SECTION 5.15 – REFERRAL PROCESS ANNUAL NOTICE

The District will ensure that the building administrator at each school communicates to all employees at least annually prior to the first student day the student support referral process and timelines (e.g., MTSS, special education).

Amend Sections 6.00.G

- G. Employees shall be responsible for reasonable care of school materials, equipment and facilities assigned to them. The District shall communicate end of the year checklist responsibilities to the Association on an annual basis. No employee shall be required to stay after the end of the workday in order to complete a checkout list. The District will support teachers in the enforcement with students of the teacher's reasonable classroom management and behavior expectations.

Section 7.00: Add a new second paragraph to read as follows:

The District shall provide the Association with a weekly Certificated Absence Report showing leave taken by certificated employees. This report shall include information such as total absences, absences by categories, and substitute fill rate.

Amend Section 7.01.A.1, 2, 3, and 9 (and re-number subsequent sections) as follows:

1. ~~Each full school year,~~ Full-time employees (contracted for 1.00 FTE for 185 days) shall be credited with an advanced allowance of twelve (12) days each school year with full pay to be used for illness and injury leave.
2. ~~For full school year,~~ part-time employees (contracted for less than 1.00 FTE for 185 days; ~~or fewer than 185 days per school year~~) the days of annual illness and injury leave shall be ~~a length in proportion to the part of full-time worked~~ pro-rated by FTE (e.g., .500 FTE receives 6 full days of illness and injury leave per school year).
3. ~~New employees who are contracted for less than 185 days per school year or less than 1.00 FTE per day, shall be granted a pro rata amount of illness and injury leave based on their date of hire as a proportion of the length of the work year as defined in Section 8.04 of this agreement (e.g., 1.00 FTE for 135 days receives 9 days of illness and injury leave per school year).~~
9. Unused illness and injury leave shall accumulate from year to year to the extent allowed by law. Currently, full-time and part-time employees may accrue up to 185 full days (1,387.5 hours) of sick leave for use purposes and 180 full days (1,350 hours) of sick leave for cash out purposes.

Amend Section 7.01.A.13 as follows:

13. If leave benefits are exhausted, the District shall provide written notice of that fact and shall advise the employee that upon written request, he/she may be granted leave without pay for the balance of the school year. An employee granted such leave without pay shall be entitled to return to service by the immediate beginning of the following school year. ~~When the employee pay date is the last business day of the month, employees will be provided no less than 10 days notice prior to cashing out the withheld portion of the employee's annual salary ("the escrow").~~ Employees entering unpaid status shall be offered the choice of being cashed out the withheld portion ("escrow") of the employee's annual salary or being paid the remaining amount in monthly increments throughout the duration of the employee's contractual year.

Amend Section 7.01.D as follows and delete Appendix 2

1. The District agrees that employees who separate from employment and are eligible in accordance with RCW 28A.400.210, shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations in Chapter 392-136 WAC.
2. Employees shall be compensated annually for accumulated sick leave days pursuant to RCW 28A.400.210, and in accordance with applicable state regulations in Chapter 392-136 WAC.
3. The District's obligations under this paragraph shall be null and void for the following school year and thereafter if its maintenance and operations levy does not pass during the term of this Agreement. If the levy passes on resubmission, the District's obligation shall be immediately reinstated for the duration of the Agreement.
4. ~~The attendance incentive program law and controlling WAC regulations as of the effective date of this Agreement are contained in Appendix 2 herein, provided that Seven and one-half (7½) hours shall be equal to one day's accumulation for cash out purposes.~~
5. The District has adopted a VEBA health reimbursement arrangement pursuant to RCW 28A.400.210 and the District agrees to make contributions to VEBA on behalf of all employees in the bargaining unit who are eligible to participate in the arrangement. Eligibility is limited to employees who retire or separate with sick leave cash-out rights during the term of this agreement. All eligible employees will be required to open a VEBA account and complete a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to complete such agreement, the District will not make sick leave cash-out contributions to the Plan on behalf of that employee at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term of this Agreement shall be forfeited together with all cash rights that pertain to such excess sick leave.

Amend Section 7.04.A and D as follows:

SECTION 7.04 - PARENTAL LEAVE

A. Birth/Adoption/Fostering Leave

An employee will be granted up to three (3) days non-accumulative paid leave per year for a birth, ~~or~~ placement for adoption, or foster placement occurring during or adjacent to the employee work year.

- D. Nothing in this Section 7.04 shall preclude an employee's right to apply for any other applicable leave. The leave granted under this Section shall run concurrently with any leave to which the employee is entitled under the state and federal Family and Medical Leave Act (FMLA). Human Resources and the employee will work together to understand all potential leave options for the employee to care for a child.

Amend Section 8.01.C.2 as follows:

2. Each employee will be issued a supplemental contract in recognition of additional responsibilities and incentives that enrich the basic education program, including participation in self-selected professional learning. The incentive is provided to remain professionally current in the knowledge and skills necessary to serve students in the 21st century. Responsibilities are completed outside of the regular workday or work year schedule and include activities necessary for effective instruction at the employee's discretion.

Add a new Section 8.01.D that reads as follows:

D. Increases and Changes for 2021-24

1. The base and TRI/enrichment salary schedules in Appendix 3 for 2021-22 reflect an increase of 2.75% of 2020-21 total salary (base + TRI/enrichment) for each cell on the schedules, with the total amount of this increase for each cell added to the cells on the TRI/enrichment schedule.
2. The base and TRI/enrichment salary schedules in Appendix 3 for 2022-23 reflect (a) an increase in the base cell of 3.279%; (b) changing each column on the schedule to be 1.75% higher than the previous column; (c) changing each row on the schedule to be 4.15% higher than the previous row; and (d) an additional increase of 3.5% of 2021-22 total salary (base + TRI/enrichment) for each cell on the schedules, with the total amount of this increase for each cell added to the cells on the TRI/enrichment schedule.
3. For the 2023-24 school year, the base and TRI/enrichment salary schedules in Appendix 3 will be adjusted for 2023-24 to reflect (a) an increase in the base cell of 3.288%; (b) changing each column on the schedule to be 1.6% higher than the previous column; (c) changing each row on the schedule to be 4.0% higher than the previous row; and (d) an additional increase of whichever is greater:
 - a. the inflationary adjustment factor used by the state legislature (currently IPD) plus 2% applied to 2022-23 total salary (base + TRI/enrichment) for

each cell on the schedules, with the total amount of this increase for each cell added to the cells on the TRI/enrichment schedule; or

b. 4% applied to 2022-23 total salary (base + TRI/enrichment) for each cell on the schedules, with the total amount of this increase for each cell added to the cells on the TRI/enrichment schedule.

4. For each year of the agreement, the stipends for a Masters degree, PhD, and Masters plus PhD shall be 7.315%, 10.058%, and 12.803%, respectively.

Amend Section 8.03 as follows:

SECTION 8.03 - PROVISIONS GOVERNING SALARY SCHEDULE

A. Placement on the Salary Schedule

1. All degrees, credits and years of experience accepted by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized for salary schedule placement.
2. Employees shall be placed on the base and TRI salary schedules based on their experience and education and the provisions of this Section.
3. Placement on the salary schedules for experience and credits shall be for the school year. After October 10 no change in placement will be made unless as the result of a mistake in placement.

B. Increments

Increments for experience, education, Master's and Doctor's degree will be in accordance with the salary schedules (Appendix 3). The District will accept credit and degree adjustments under the OSPI regulations and interpretations of Chapter 392-121 WAC in effect in the 2017-18 school year (Appendix #) except as modified in this Section 8.03.

C. Education Credits

1. ~~The District will accept salary adjustments under the OSPI regulations and interpretations of the Chapter 392-121 WAC in effect in the 2017-18 school year except as modified in this Section 8.03 as follows:~~

~~All employees hired as of October 20, 1976 will be granted current educational credits as to placement on the salary schedule.~~

~~For credits earned before September 1, 1995:~~

~~Education credits will be given for salary advancement for college course work which meets at least one (1) of the following criteria:~~

a. ~~It is necessary to maintain or renew current certification;~~

b. ~~It is applicable for obtaining fifth year certification;~~

c. ~~It is applicable to obtaining other credentials or certification in the field of education that the employee does not currently have (e.g. but not necessarily limited to: vocational certification; certification for a different level such as elementary, secondary, etc.; specialized certification such as ESA; or administrative certification or credentials);~~

- ~~d. It applies toward advanced education degree programs, or advanced subject matter degree programs, having a relationship to the employee's current assignment;~~
- ~~e. It would demonstrably relate to an individual's future professional plans in education in the common schools;~~
- ~~f. It demonstrably relates to improving or updating an individual's competencies (skills, knowledge, or understanding) so as to enable the employee to perform current educational duties more effectively.~~

2.1. ~~For credits earned after September 1, 1995,~~ The content of the course must meet at least one of the following:

- a. It is consistent with a school-based plan for mastery of student learning goals as referenced in the annual school performance report of the school in which the individual is assigned.
- b. It pertains to the individual's current assignment or expected assignment for the following school year.
- c. It is necessary for obtaining an endorsement as prescribed by the State Board of Education.
- d. It is specifically required for obtaining advanced levels of certification.
- e. 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.

3.2. When an employee believes he/she is eligible for an education increment, the employee will ~~complete "The Approval of College and Clock Hour Credits for Salary Placement" form and submit it to the Human Resources Department, along with an official transcript or clock hour forms to Human Resources~~ before any credits or clock hours ~~earned after September 1, 1995,~~ may be accepted for district salary placement.

4.3. Education credits shall be granted when evidence demonstrating completion of course work is filed with the Human Resources Department. Such evidence shall be in the form of official college transcripts and must be filed no later than October 10. If, for some circumstance beyond the control of the employee, the college transcripts are not available and the District has been advised in writing by the college registrar of the credit, the employee will be granted the allowance for credit. Credits must be earned on or before October 1 of the year for which salary schedule placement is in question.

~~5. Equivalent credits for salary advancement recognized by the District prior to October 10, 1982 shall be grandfathered. Effective with the 1988-89 school year, state recognized clock hour credits earned after September 1, 1987 shall be applicable to placement on the salary schedule.~~

6.4. Only employees with a Master's Degree, or who were placed in the BA+135 column prior to September 1, 1995, will have access to the BA+135 column. The Master's Degree credits are part of the 135 credits.

~~7. Decisions by the District that deny credit for salary advancement are subject to appeal to the Professional Credits Committee established in paragraph eight (8), below.~~

- ~~8.5.~~ A Professional Credits Committee shall be established to hear appeals from employees regarding denials by the District of educational credits for salary advancement. The Committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. The Superintendent shall appoint the chairperson. Decisions of the Professional Credits Committee are final, unless the judgment exercised is arbitrary and capricious.

D. Experience Credits

1. Credit shall be given for each full-time equivalent (1.0) year of teaching experience to the nearest tenth (.1) of a year. Employees shall receive a full year of experience credit for any year in which the employee is issued a .80 FTE certificated employment contract and the employee works a minimum of one hundred forty four (144) of the one hundred eighty (180) student instructional dates. ~~Experience for occupational/physical therapists and speech/language pathologists shall include work experience in their specialized area outside of education.~~ New employees who transfer from other districts within the state shall be granted similar experience credit as bargaining unit members who have the same total years of service.
2. New employees will be granted experience credit for services provided as substitute teacher for a school district, ~~provided that documentation of such service is provided within thirty (30) days of the first day in the assignment.~~ Employees shall receive a full year of experience credit for any year in which the employee works a minimum of one hundred and forty-four (144) days as a substitute. Employees shall receive a partial year of experience for any year in which the employee works less than one hundred forty-four (144) days as a substitute, calculated by dividing the number of substitute days by one hundred eighty (180).
3. Experience for school psychologists, occupational/physical therapists and speech/language pathologists shall include work experience in their specialized area outside of education. Employees hired prior to September 1, 2021, and who have not had an opportunity to provide documentation of experience outside education shall have until October 10, 2021, to provide such documentation for adjustment of salary schedule placement in the 2021-22 and future school years.
4. Experience for non-degreed employees shall include experience in their specialized area outside of education on the basis of one-year of credit on the salary schedule for each two years of experience in their specialized area.
5. Documentation of experience must be provided within forty-five (45) days of the first day in the assignment.

~~Experience credits recognized and granted by the District prior to the effective date of this Agreement shall be grandfathered. Professional education experience granted prior to September 1, 1983, on a basis other than provided by this paragraph, shall be retained for the purpose of calculating annual salary.~~

E. Military Service Credit

~~Experience credit for military service which did not interrupt service to the District will not be granted. Employees receiving such credit during 1975-76 school year or before shall retain such experience credit for the purpose of calculating their annual salary amount.~~

If an employee is called into military service because of national emergency, ~~he/she the~~ employee shall be given credit for years of experience in accordance with the following: six

(6) to seventeen (17) months of continuous service, one (1) year of experience; eighteen (18) to twenty nine (29) months of continuous service, two (2) years of experience; and thirty (30) or more months of continuous service, three (3) years of experience. Experience credit for military service which did not interrupt service to the District will not be granted.

F. Out-Of-State Credit

Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.

G. ~~Classification on the Salary Schedule~~

~~Classification on the salary schedules for experience shall be for the school year. After October 10 no change in classification will be made unless as the result of a mistake in classification.~~

H. ~~Master's and Doctor's Degrees~~

~~Master's and Doctor's Degrees shall be compensated in the amounts reflected on the schedules in Appendix 3.~~

Amend Section 8.04.A.2, 3, 5, 9, C, and D.2 as follows:

SECTION 8.04 - LENGTH OF WORK YEAR AND EXTENDED CONTRACTS

A. Length of Work Year

2. Employee services provided to the District on three (3) of the non-instructional work days will be timely to the needs of each employee in the implementation of programs and his/her classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the District. ~~For the 2018-19 and 2019-20 school years: t~~ Two (2) of these days shall be scheduled prior to the school year; the remaining day shall be scheduled in October. Agendas for each of these days shall be communicated to the employees at least five (5) days prior. For the two days prior to the school year, no less than two (2) hours and a forty (40) minute duty-free lunch time shall be available on each day for individual implementation. ~~For~~ The third day is scheduled on a Friday in October, and the entire day will be District directed with the exception of the forty (40) minute duty-free lunch period.
3. Student instruction and employee work hours shall be reduced no less than two and one-half (2½) hours on the day before the Thanksgiving holiday break ~~Thanksgiving holiday break~~ Winter Break and the last day of school.
5. Elementary/Middle School Conference Days shall be the first full week of November with five (5) consecutive school days. Elementary Spring Conference Days shall be five (5) consecutive days in the week prior to Spring Break. The type of conference shall be within the discretion of the employee. Conference preparation (a 2½ hour reduced student day for elementary and middle school students) shall be held in lieu of a Learning Improvement Friday on the Friday before the fall conference days. Conference preparation (a 2½ hour reduced student day for elementary students) shall be held in lieu of a Learning Improvement Friday on the Friday before the spring conference days. The format of the middle school conferencing ~~(if applicable)~~ shall be determined by the school leadership teams and may utilize in-person, telephone, Zoom, or other video

conferencing software, to better meet the needs of employees, students and families. No teacher shall be expected to conference for an amount of time exceeding a typical work week (37.5 hours less 40 minute daily lunch) during conferences.

9. Thanksgiving Break will begin Wednesday prior to Thanksgiving. Winter Break will be ten consecutive weekdays beginning two Mondays before New Year's Day if New Year's Day is on a Tuesday, Wednesday, Thursday, Friday or Saturday. Winter Break will be eleven consecutive weekdays beginning two Mondays before New Year's Day if New Year's Day is on a Sunday or Monday.

C. Calendars

Every year, the District shall maintain and publish on its website school calendars for the following three school years identifying the dates of mandatory school holidays (Labor Day, Veterans Day, Thanksgiving, Native American Heritage Day, Martin Luther King Jr. Day, Presidents Day, and Memorial Day), non-mandatory school holidays (Juneteenth) and the elements of a school calendar consistent with Sections 8.04.A.6 (first day of school) 8.04.A.9 (Thanksgiving/winter break) and 8.04.A.10 (spring break) above. Other elements of the school year calendar shall be negotiated when this collective bargaining agreement is open.

D. Learning Improvement Fridays

2. The primary purpose of this early release time is to provide a resource for school improvement work that consequently protects both instructional time for teachers and students, and the individual preparation activities that have a direct impact on student learning. Use of the time will be planned and led on alternate Fridays by administrators and employees as identified on the calendar exhibit in Appendix 4 and described below.
 - a. Administrator-facilitated Fridays: Administrators will engage with collegial teams on matters related to the continuous improvement of instruction, school programs, professional growth, student learning opportunities and best instructional practices. Employees are not required to provide agendas, documentation and notes will not be required for these activities. Larger staff meetings might be needed to facilitate this work. Singletons and partial FTE employees will work with their principals to develop a plan regarding their use of this time. A calendar of Administrator-facilitated job-alike meetings for staff in different schools will be provided before the first day of school.
 - b. Employee-facilitated Fridays: Employees will engage in the implementation of programs and classroom instruction, which may include but not be limited to, planning lessons and units, scoring and analyzing students' work, using the data to plan next steps, and/or collaborating with their colleagues in this process.

Amend Sections 8.05.A and B as follows:

A. High School Nonathletic Assignments

All employees supervising high school nonathletic extracurricular activities shall be compensated at the rates shown below.

1. Amounts

	STEP 1	STEP 2
Group A	\$5,252	\$5,647 <u>\$5,969</u>
Group B	\$3,563	\$3,827 <u>\$4,045</u>
Group C	\$2,430	\$2,617 <u>\$2,766</u>
Group D	\$1,824	\$1,964 <u>\$2,073</u>

2. Groups

Group A:	Band, Jazz Band, Marching Band, Choir, Jazz Choir, <u>Orchestra</u> , Drama (2 productions/year)
Group B:	School paper, annual, Orchestra
Group C:	Honor society, senior class advisor, 'trivia' teams
Group D:	Junior, Sophomore, and Freshman class advisors, math club, world language club

B. Middle School Nonathletic Assignments

All employees supervising middle school nonathletic extracurricular activities shall be compensated at sixty percent (60%) of the high school schedule, ~~except for band which will be compensated at sixty percent (60%) of the high school group B rate.~~

Amend Sections 8.06.B and E as follows

SECTION 8.06 - HOURLY RATE SERVICES

The following hourly rates shall apply for the indicated activity:

- B. Workshop and Curriculum Work: Compensation will be at the employee's per diem hourly rate of pay (~~identified in Appendix 3~~) prorated to the nearest quarter of an hour for time so worked. New employees who have not yet worked the first day of a contracted year for the District shall be paid the per diem hourly rate for an employee with a bachelor's degree, zero additional credits, and zero years of experience for attending workshops and curriculum activities during the summer prior to their first contracted day.

During times other than the normal workday and work year, the Workshop and Curriculum rate of pay will be paid for curriculum/committee work, attendance at trainings/workshops and participation in other District programs and for building planning, etc., as determined, prior to the activity, by the District or School Principal. Employees, prior to such service, will be informed whether or not compensation will be provided or if only clock hours will be provided. Employees will be paid per diem for any required training. The parties expressly agree that an employee shall be paid for all hours of the workshop/training, including any breaks or meal periods that may occur.

- E. Additional Academic Programs/Tutoring: When an employee performs additional duties during times other than the normal workday or work year for designing instruction, delivering instruction, analyzing assessment data, assigning a grade or granting credit, the rate of pay will be based on the employee's hourly per diem

rate during the current work year (~~see Appendix 3~~). Employees, prior to such service, will be informed of the total hours to be worked for compensation.

Amend Section 8.11.A as follows:

- A. Employees will be nominated by themselves, their respective departments or grade-levels and selected by the school's administration to serve on their school's leadership team. Each high school shall receive three hundred twenty-five (\$325) per full-time equivalent (FTE) employee for school leadership. Each middle school will receive twelve (12) stipends of ~~\$750~~ \$1000 each for school leadership. Each elementary school will receive ten (10) stipends of ~~\$750~~ \$1000 each for school leadership. The Special Education program will have a leadership team with a minimum of ten (10) stipends at ~~\$750~~ \$1000 each for program shared leadership.

Amend Section 8.11.C and D as follows:

- C. Employees and building/program administrators shall work together to reach consensus on a matrix identifying which decisions are subject to input, influence or consent within their jurisdiction of decision making. Each year the school leadership team will review and adjust their decision matrix as needed. The decision matrix shall be communicated to the staff on a yearly basis. Through shared decision making, the District and Association do not delegate their legal authority to amend the collective bargaining agreement or bargain wages, hours and working conditions.
- D. The District, in cooperation with the Everett Education Association President, will assure employees impacted by decisions made at the district-level which affect their classroom or assignment will be represented during the decision-making and implementation processes. It is understood that this decision and implementation model will be used in exploring including, but not limited to, the following during the duration of this contract:
 - 1. Opportunities to support instructional technology integration in the classroom and technology competencies among students and staff.
 - 2. ~~Middle School Parent/teacher conferences / parent engagement~~
 - 3. ~~Middle school student day / Seven Period Day / High School Credit in MS~~
 - 4. ~~Pathways / Honors / Pre-AP~~
 - 2. Elementary report card structure and content.
 - 3. Attracting and retaining employees of color.
 - 4. Ending institutional racism and promoting cultural competency among all staff.

Amend Section 8.11.F and add a new G as follows:

- F. The ~~State of the School Review~~ Instructional Review (IR) is an integral responsibility of shared leadership for determining wise and equitable distribution of school district resources, informing school improvement efforts, and sharing best practices with district colleagues. Each building leadership team shall plan for these reviews in a way that draws upon existing data and minimizes disruptions to the instructional process ~~SOSR~~ IR responsibilities, including preparation and presentations, shall be the sole responsibility of the building administration and

shared leadership team ~~unless~~ unless an individual employee requests to participate. To encourage authenticity, classroom teachers do not need to specifically prepare or alter their lesson plans for the Instructional Review. Every effort shall be made to limit the number of adults entering a classroom for IR purposes. Administrators and teacher leaders participating on the IR team will work collaboratively to develop the final IR action plan. School leadership teams and building administrators shall be responsible for communicating any work-related impacts as a result of the IR. The IR process will specifically ask how administration can support employees in achieving student success and their own professional growth. Any PLC work, group meetings, or other professional learning necessitated by the Instructional Review will be implemented during administrator directed time.

- G. The District's Diversity, Equity and Inclusion (DEI) department in partnership with EEA will build a plan during the 2021-22 school year for establishing equity teams within each school to address institutional racism and its impact on the school community.

Amend Section 8.12 and Section 9.01.F as follows:

SECTION 8.12 - SUPPLEMENTAL DAYS/EXTENDED WORKYEAR

The District may offer a supplemental contract to employees having additional assignments due to the nature of their job position. The employee's supplemental contract duties may be fulfilled by working on days other than the normal work year or additional hours accumulated during the normal work year.

Payment shall be at the employee's base per diem hourly rate of pay (~~Appendix 3~~). Employees whose supplemental contract requires them to start work prior to the effective date of a contract shall nevertheless be considered to be working under the new contractual agreement.

Supplemental contracts may be offered as follows:

Counselor:	(High School)	10 days/75 hours
	(Middle School)	8 days/60 hours
Library Media:	(High School)	7 days/52.5 hours
	(Middle School)	7 days/52.5 hours
	(Elementary School)	2 days/15 hours
Psychologists:	(High School)	7 days/52.5 hours
	(Middle School)	5 days/37.5 hours
	(Elementary School)	3 days/22.5 hours
Elem. Math & Reading Specialists: 2 days/15 hours		
<u>Instructional Facilitator</u>		<u>12 days/90 hours</u>
Student Advisor:		15 days/112.5 hours

Amend Section 9.01.F as follows:

- F. Facilitators assigned to the CRC shall review expectations and responsibilities, including workday and work year schedules (including supplemental days/extended work year

described in Section 8.12), with their direct supervisor each year to comply with the collective bargaining agreement.

Amend Section 9.01.A.2 as follows:

A. Length of Day

2. The District may require employees to perform extra duties related to the functioning of the school and/or the educational program which extend the normal workday ("extensions") or occur at a time disconnected from a regular workday ("call backs"). Extensions of the workday and call backs shall not exceed nine (9) times twelve (12) hours in any one (1) school year, and shall not exceed more than one (1) two (2) times a month (except that two may be scheduled in September), not to exceed 2.5 hours in any one day. Affected employees shall be given at least two (2) week's written notice before the extended day is to be worked, and will be given notice of the dates and times for call backs prior to October 10 each year. Agendas for extensions, excluding "call backs," shall be provided to employees no later than five (5) days prior to the extension. A "call back" includes, but is not limited to, school open houses, back-to-school events and curriculum nights. If an employee attends more than three call backs at an administrator's request, the employee will be compensated at the employee's per diem hourly rate of pay. Special services employees, ESAs and counselors may request to be excused from extensions, call backs and/or meetings covered in Section 8.04, not relevant to their assignment, workload, or responsibility.
 - a. ~~Three (3) extensions shall occur immediately before or after the regular workday and shall not exceed one (1) hour in length.~~
 - b. ~~Three (3) extensions shall occur immediately before or after the regular workday and shall not exceed one-half (1/2) hour in length.~~
 - c. ~~Three (3) extensions shall be "call backs" to the school building during evening hours to participate in school open houses, and shall not exceed 2.5 hours in length. It is understood that the term "school open houses" encompasses such activities as back-to-school and curriculum nights. Prior to the first student day, administrators will identify the dates and times of the year's "call backs" for each employee. If an employee attends more than three call backs at an administrator's request, the employee will be compensated at the employee's per diem hourly rate of pay.~~

Amend Section 9.01.A.3 and delete Section 9.01.A.4 as follows:

3. Each elementary school will provide employee duty-free breaks by having a forty (40) minute student lunch/recess period. Elementary program specialists (PE, Music, Art) shall have no less than a five (5) minute duty-free break passing period between no less than two (2) of his or her student instruction sections all of their sections.

4. ~~There shall be no less than forty-five (45) minutes between sessions of morning and afternoon Kindergarten classes~~

Add a new 9.01.A.10 as follows:

10. Except for emergency meetings and sensitive content that would not be respectful of employee or student dignity to identify via written or electronic format, administrators shall communicate the purpose, and if attendance is optional, for all meetings, trainings, and professional development that occur outside of the workday/work year.

Amend Section 9.01.B.2 as follows:

B. Preparation Time

2. Applicable only to K-5 Employees

- a. The District will provide preparation time for K-5 teachers including program specialists and library media specialists so that no less than one hundred eighty (180) minutes will be provided weekly within the student day in blocks of no less than thirty (30) continuous minutes, excluding daily passing time. These employees also have preparation time outside the 6.25 hour student day, but within the 7.5 hour work day. Therefore, these employees shall not be scheduled to attend more than one staff meeting per ~~week~~ month during the time before or after the student day but within the work day. This ~~weekly~~ monthly meeting will be announced to staff no later than the Friday the week before. All committee and cadre work scheduled outside the administrator-directed contractual work time (including non-instructional work days, ALIF, extensions, call backs and staff meetings) is optional for employees, including book studies and PLC work.

Amend Section 9.01.B.3 as follows:

3. Applicable only to Middle School and Secondary School Employees

For secondary and middle schools, the preparation period will be in one continuous block of time during the instructional day and equal to one (1) student instructional period but no less than forty-five (45) minutes excluding passing time between periods at each middle school, and no less than fifty (50) minutes excluding passing time between periods at each high school. Support staff may choose to schedule their time in other than a continuous block of time. Planning time may be adjusted proportionately on school days with modified schedules due to non-testing reasons. All 1.0 FTE Secondary EL teachers shall be assigned a monitoring period to focus on EL program and academic success by connecting with students, collaborating with EL stakeholders, communicating

with families, managing caseloads and tracking students' progress (not for student discipline referrals).

Amend Section 9.02.A.2 and fix typographical errors in the second paragraph of Section 9.02.B as follows:

2. Students with special needs (e.g., special education, 504, with elementary non-Special Education behavior contracts, and ELL students), both newly enrolled and in the spring for assignment for the following year, will be equitably assigned among the regular education teachers within a school building with special consideration for the curricular/program needs of the students. When the severity of student needs or number of students are distributed unequally, the District shall achieve equity by providing accommodations to the teacher (e.g., the number of students in the class section, overall daily load, educational assistants, or other assistance).

- B. In an effort to assist schools in addressing class size, the District will allocate certificated staff resource units in such a manner as to permit schools to achieve District Class Size/Case Load Goals to the extent possible, given the available resources. The District and Association expressly agree that the following are goals and are not class size limits except as otherwise provided below and that it may become necessary to assign more students than the goal to an employee. It is further recognized by both parties that revenue sources are limited and there are additional program and operational needs of the District. In order to monitor and assess District achievement of these goals, a report shall be provided to the Association based on enrollment on each student count date of the year (the first student day of October through June). For elementary goals, the report will include school, employee, number of students, and grade level. For secondary goals, the report will include school, employee, class subject, number of students in each class, and an aggregate total of students assigned to the employee.

For elementary class sizes over the goals identified below (goals 1, 2, 3, 4, and 5, and 6), the District will compensate the affected employee at the rate of \$15 for each student day above the identified goal when one or more students are assigned above the goal. For the elementary class size goal for specialists (goal 11 42), the District will compensate the affected employee at the rate of \$2 for each student day for each class above the identified goal when one or more students are assigned above the goal. Student counts will be made on the first student day of each month of the school year beginning in October. Payment amounts will be based on the count day for the remainder of each month. Payment for September shall be made retroactively based on the October count date. Students shall be evenly assigned to teachers at each grade level to assure equitable class sizes. A student who spends fifty-percent (50%) of the student-day in a teacher's classroom for instructional purposes shall be assigned to that teacher's student count.

Delete the third paragraph of Section 9.02.B and amend Section 9.02.B.3 as follows:

~~Any compensation provided by Section 9.02.B paragraph two will be suspended for the duration of the Agreement.~~

3. Elementary Combined Grades

Each general education combined grade classroom will have three (3) fewer students than the lower grade level goal. Highly capable combined grade classrooms will have the number of the lower grade level. Additionally, Each highly capable combined grade classroom teacher will have the number of the lower grade level, and will receive one additional release day per semester for planning.

Middle School Schedule MOU

Amend Section 9.02.B.8 as follows:

8. Speech/Language Pathologist (SLP)

Forty-five (45) or fewer students assigned for specially designed instruction (SDI), related services or consultation to each SLP with 1.0 FTE (pro-rated for employees with partial FTE). Students are weighted: 3.0 technology dependent, all others 1.0 for caseload assignment. The caseload committee shall meet monthly to consider caseloads supports and determine weighting requests from the SLPs department. The committee will review each SLP and school caseload to recommend SLP Assistant (SLPA) support based on caseload as of the count date. SLPA changes will be made on a monthly basis. Any SLP with greater than ~~fifty-five (55)~~ fifty (50) students, including weighted students, will be assigned SLPA time in increments of at least one (1) day per week. If SLPA time is unavailable, the SLP shall be compensated \$150 per student per month, or more depending on caseload numbers and overall needs in the department.

Amend 9.02.B.9, 10 and 12 as follows:

9. Secondary Counselors

A caseload of 350 or fewer students assigned to each counselor in grades 6-12 and each middle school shall be provided a minimum of three (3) 1.0 FTE counselors. The assignment and distribution of student caseload for secondary counselors will occur once each school year with the goal of ensuring the greatest possible continuity of services for the student during his/her enrollment at the school. Secondary counselors shall receive \$15 per student per month for each 504 they manage over twenty-five (25). Counselors and administrators will meet and confer to discuss prioritized responsibilities and necessary supports.

10. Elementary Counselors

Each elementary school will be assigned a 1.0 counselor. An elementary counselor with a caseload greater than 700 students shall have workload relief through the assignment of additional 0.5 FTE certificated counselors staffed at the school. Beginning in the 2022-23 school year and as long as the state funds enhanced counseling support for such schools, the District will also staff an additional 0.5 FTE certificated counselor at a school with over 50% of the student population qualifying for free or reduced lunch.

12. Secondary Physical Education and Health

A daily student load of 210 at grades 6-8 and 190 at grades 9-12 or fewer students assigned to each classroom teacher. (Basis for calculating daily load: 5 sections x 38 students at grades 9-12, and 6 sections x 35 students at grades 6-8). No single class shall exceed forty (40) students in excess of ten (10) school days after September 20.

Amend Section 9.02.B.16, 21 and 26 as follows:

16. Special Education Resource Room Grades K-5

Twenty-five (25) or fewer special education students assigned to each resource room teacher as caseload manager. Beginning in the 2022-23 school year, each building which qualifies for school-wide Title I programs shall have a Resource Room caseload of twenty-two (22) students.

No resource room teacher will be asked to provide educational services to or act as IEP caseload manager for a student "in process." The term "IEP caseload manager" refers to the certificated staff member who is assigned primary responsibility for coordinating the writing of a student's IEP, including facilitating IEP team meetings, communicating with and providing written notices to parents, monitoring progress toward IEP goals and objectives, and serving as a resource to other teachers in the school who are also serving the student. The term "in process" refers to a student who is being considered or evaluated, but is not yet legally eligible, for special education.

21. ~~Positive Behavioral Support (PBS)~~ Achieve

Eight (8) or fewer special education students assigned to each elementary Achieve teacher; ten (10) or fewer special education students assigned to each secondary ~~PBS Achieve~~ teacher. A student shall be considered to be "assigned" when physically present with the teacher and not temporarily absent less than two weeks.

26. Itinerant staff members

These positions are district-wide itinerant services serving students in General and Special Education. Employees in these positions will have an annual workload impact meeting with their direct supervisor, an EEA representative and the Director of Special Services (or designee) to discuss workload. The workload impact meeting will include the consideration of the following factors before a solution is determined to be necessary: number of IEPs, number of minutes on an IEP, number of 504s, number of school sites, travel time, specific student needs, and other unusual and/or impacting factors. The District will maintain staffing at the following district-wide ratios:

Audiologist staffing district-wide at a 1.0 FTE audiologist per 10,000 students.

Teacher of the Deaf (TOD) ~~ten (10)~~ twelve (12) students to 1.0 FTE district-wide.

Teacher of the Visually Impaired (TVI) fifteen (15) students to 1.0 FTE district-wide.

Orientation and Mobility Specialist (O & M) twenty (20) students to 1.0 FTE district-wide.

Assistive Technology SLP 1.0 FTE per 20,000 students.

Add a new Section 9.02.B.27 to read as follows:

27. Elementary coaches (ELA, Math, etc.) shall not conduct supervisory or evaluative duties and shall both coach and work directly with students.

Amend Section 9.02.D as follows:

D. Special Services Overload

Within ~~two~~ one (1) weeks of notice that an employee is in overload, Special Services shall provide the affected employee and Association a written report of supports that will be provided to the employee.

For the positions listed below, if, after attempting to balance caseloads, there is an overage the below staffing will be added to existing staffing in the classroom with the exception of classrooms that already have additional staff assigned to the class:

Level/Program	Tier one	Tier two
21-22: Elementary RR	28 – 2 para hrs/day	30 – 6.5 hrs/day
22-23+: Elementary RR (High Poverty)	28 <u>25</u> – 2 para hrs/day	30 <u>27</u> – 6.5 para hrs/day
22-23+:Elementary RR (Low Poverty)	28 – 2 para hrs/day	30 – 6.5 para hrs/day
Middle and High School RR	33 – 2 para hrs/day	35 – 6.5 para hrs/day
Pre-School / Developmental K	11 – 4 para hrs/day	13 – 6.5 para hrs/day
Life Skills, Achieve, Strive	12 – 2 para hrs/day	15 – 6.5 para para hrs/day
Extended RR, Goal	18 – 2 para hrs/day	20 – 6.5 para hrs/day
<u>Elementary Achieve</u>	<u>10 – 2 para hrs/day</u>	<u>13 – 6.5 para hrs/day</u>
<u>Secondary Achieve</u>	<u>12 – 2 para hrs/day</u>	<u>15 – 6.5 para hrs/day</u>

If the para support for Tier one and Tier two are not provided after the one (1) week notice, the special service employees impacted shall receive the corresponding overload FTE compensation dated to the time of overload.

Special services employees not on the chart above shall receive the equivalent FTE as their overload compensated back to the time of overload until a position is hired to address the overload.

Each time an employee receives a new paraeducator, the employee shall be paid one hour of per diem pay to train and plan with the new paraeducator outside the student school day.

Amend Section 9.02.E.1. as follows:

1. Each school shall develop a fair and equitable plan to cover assignments when a substitute shortage occurs. The plan will be published to all school employees prior to the first student day. The plan will address how to minimize the disproportionate impact on ESAs and specialists. Employees not trained with the District de-escalation strategy (i.e., Right Response training) have the right to

refuse substitute coverage in Achieve classrooms unless there is an appropriately trained employee in the classroom.

Amend Section 9.03.M as follows:

- M. The District shall provide technology to employees. It is understood that each employee has specific and differentiated technology needs to meet the demands of his or her assignment and to implement a culture of 1:1 learning. Except for employees providing remote instruction, employees are only required to include contact information, links to core content, directions and passwords for digital tools, technology support, and a teacher introduction on their chosen digital platform/virtual classroom. Employees shall have the right to keep their work stations until non-functioning or threatening to the integrity or security of the district network. School leadership teams shall determine when 1:1 devices will be collected. Employees needing additional peripheral equipment shall make a request to the technology department.

Amend Section 9.07.B.2 as follows:

2. Teachers may exercise professional judgment (i.e., expertise, insight and creativity) in determining when and how to adapt or modify lessons and use intervention tools to meet the diverse needs of students to achieve unit and lesson objectives within established curriculum.

Amend Section 9.11 as follows:

SECTION 9.11 – NEW ~~TEACHER~~ EMPLOYEE INDUCTION

- A. The District and Association share a mutual interest in providing differentiated and flexible sources of support for ~~teachers~~ employees new to Everett Public Schools. This support shall include an induction and support component with the following elements.
1. Prior to the first day of work, four (4) days will be provided to all new employees for the purpose of induction. These days will be divided as follows:
- a. The equivalent of three (3) days for EPS orientation, human resources basic needs, district professional learning and curriculum content, and meeting with an assigned building support colleague (which may be scheduled in half-day increments during the four (4) days).
- b. The equivalent of one (1) day (which may be scheduled in no less than half-day increments during the four (4) days) for individually-directed time for set-up of the employee's learning space, of which up to two (2) hours will be used for meeting with their principal/evaluator, reviewing their assignment, and participating in a building orientation. The employee's workstation, furniture (student and teacher), supplies, and curriculum will be available on this day during this time, and if not, a list of missing items will be submitted to the principal who will communicate a timeline for delivery. This day shall be scheduled second in any series of days provided.
- c. If the District needs to add or reduce the number of induction days, the Association shall be notified by June 30 of the previous school year.

d. If any of this time is scheduled in half-day increments, travel time between district sites and the employee's lunch break shall be scheduled within the 7.5-hour work day during the District directed time.

2. ~~Teachers~~ Employees new to Everett may attend up to ~~five (5) trainings of two (2) ten (10) hours in length~~ of training after school throughout the year and offered clock hours and paid at their per diem rate. ~~New teachers employees will select trainings based on need and relevance. Teachers new to the profession may continue attending for their second and third year and offered clock hours.~~
3. Each ~~teacher~~ employee new to the district will be assigned a building support colleague for his or her first year. Building support colleagues will be chosen from solicited volunteers and matched with new hires based on need and fit.
4. Building support colleagues will receive a stipend of \$350 for regularly meeting with and supporting each new hire throughout the year. Building support colleagues will be limited to three (3) inductees a year.
5. ~~At least two (2)~~ The District will develop a plan each year for condensed make-up opportunities for the induction of new hires will be provided throughout who begin after the start of the school year. The condensed orientation will include information regarding human resources, performance evaluation, curriculum and technology support.
6. All instructional departments shall coordinate the scheduling of release days for new employees to minimize the frequency and impact of disruptions to the instructional or other responsibilities of new employees.

B. Beginning Educator Induction Support

Our intent is to provide assignments and supports for teachers in their first two years in the profession that set them up for success.

1. No first year teacher will be involuntarily assigned more than two (2) course preparations (6-12) or a split class (K-5). In the exceptions where there are more than two preps or a split class for a new teacher, the principal shall consult Human Resources and the Association prior to finalization of the teacher's schedule. If, after consultation, the assignment is not changed, a plan will be developed with the teacher and the new teacher's Instructional Facilitator that provides additional resources (e.g., pre-existing materials, common planning time, volunteers, interns, additional release time) to support the teacher's success.
2. A first year teacher will be assigned a single instructional site within a building for his/her classroom instruction of all assigned students, except for teachers with multiple subjects that require specialized learning stations. Exceptions may be made for buildings undergoing construction/renovation, provided that the District will minimize the disruption for these first-year teachers.
3. The regular classroom/instructional site of a first year teacher will be made available during his/her preparation period of time. He/she will have one of his/her instructional rooms available for use during the preparation period.
4. A teacher identified as a provisional status employee in accordance with the state statute shall not have his/her contract non-renewed unless first receiving notice and assistance in accordance with the evaluation provisions of Article 10.00. A teacher who has completed at least one full continuous school year (starting no later than October 1) with the Everett School District on a non-continuing contract

shall not be considered a provisional status employee in the Everett School District for more than one school year.

5. A first year teacher, at his/her option, shall be granted up to ~~three (3)~~ two (2) days released time to be scheduled at the employee's discretion for ~~individual planning, observations or work with the employee's Instructional Facilitator, observations or individual planning.~~ A second year teacher, at their option, shall be granted one (1) day and any unused days from their first year of release time for the same purposes.
6. First year teachers shall not be pulled out of the classroom by the District during the month of September except when employees were hired after the new employee orientation in August, or when necessary for an employee to deliver the teacher's assigned curriculum.
7. First year teachers are recognized as any teacher who has worked less than 180 contracted days. Second year teachers are recognized as any teacher who has worked between 180 and 359 contracted days.
8. All first and second year teachers shall be assigned an Instructional Facilitator who shall, within available time and staffing, provide at least two (2) differentiated support in and out of the classroom, including, but not limited to non-evaluative, confidential coaching cycles with classroom observations and feedback. ~~Instructional Facilitators may, within available time and staffing, support second year teachers with observation and feedback at the request of the teacher or the Instructional Facilitator.~~
9. ~~First year teachers, at their discretion, may attend trainings tailored to support beginning educator needs after school throughout the year and offered clock hours.~~
10. ~~Sections 5 through 9 8 are contingent upon continued funding under the BEST grant.~~

Add a new Section 9.13.F.6 to read as follows:

6. Teachers may utilize Zoom, or other video conferencing software, when it better meets the needs of students and families.

Move the Contract Waiver form currently printed within Section 9.12 to Appendix 2

Amend Section 9.14 as follows:

SECTION 9.14 - SPECIAL EDUCATION WORKLOAD/INCENTIVES

- A. In order to address the unique workload concerns of employees in special education programs, each special education staff member shall be given a supplemental contract for eight (8) additional days (60 hours) at the individual's per diem rate of pay and/or eight (8) release days each year to prepare individual education plans and/or assessment reports to meet the state file review standards, or hold meetings related to such responsibilities as

determined by the employee. Release days for SLPs and OT/PTs will be scheduled in advance with the employee's supervisor for days on which a substitute is available to deliver services planned by the employee to the employee's students while the employee works elsewhere at the school or alternative District site when possible. These per diem/release days shall increase to five (5) in 2016-17 and six (6) in 2017-18. Employees may utilize a combination of additional days pay and release days provided that employees using release days must do so prior to June 30. Per diem hours must be submitted monthly.

- B. SLP, OT/PT, psychologists and classroom teachers in the Special Services Department will be reimbursed up to ~~two hundred dollars (\$200)~~ two hundred fifty dollars (\$250) annually from their school or the Special Services Department budget for purchases of classroom-related supplies and materials or fees/tuition related to professional development. The fees/tuition reimbursed under this section is separate from meetings and conferences approved for reimbursement under Section 7.07 (Attendance at Meetings and Conferences).
- C. Adequate instructional facilities will be available at each school for services by SLP, OT/PT and psychologists. Such facility will allow instruction and service to take place in a non-disruptive environment.
- D. Student diagnostic materials (tests, protocols, evaluation kids, etc.) will be available at school or other district sites to allow the timely use with students by Special Education employees. The District through the Special Services department shall promptly respond to employee requests and provide diagnostic materials.
- E. Para-Professional time shall be provided to special education teachers as allocated below:
- Two 1.0 FTE (6.5 hours/day, 5 days/ week) paras for each 1.0 Life Skills, Extended Resource, PBS Class, Developmental K.
 - Two 0.8 FTE (6.5 hours/day, 4 days/ week) paras for each 1.0 Pre-school teacher.

For the purposes of this paragraph a 1.0 FTE is defined as 6.5 hours per day. One-on-one para support identified in a student's IEP does not count towards this allocation, provided the assignment of paras within the building may be flexible depending on the needs of the students. The two paraeducators in each class identified above may be reduced to one paraeducator in a classroom with five or fewer students.

Paraeducator hours shall be allocated to each secondary building to support resource room teachers as follows:

HS Resource Teacher FTE	HS Para Educator hours/day
4.5	8 hours
4.0	7 hours
3.5	6 hours
3.0	5 hours

MS Resource Teacher FTE	MS Para Educator hours/day
3.5	9.5 hours
3.0	8.5 hours
2.5	7 hours
2.0	6 hours
1.5	4 hours

- F. The District shall provide, at the minimum, the following classified employee support for special education documentation/paperwork at each school:
- Twenty (20) hours per week at each comprehensive high school;
 - Fifteen (15) hours per week at each middle school and Sequoia; and

- Five (5) hours per week at each elementary school.

G. The beginning and ending time of the workday for an SLP, OT/PT, or Psychologist will be consistent with one school placement.

Amend Section 9.15 and Section 9.16 and Appendix 7 as follows:

SECTION 9.15 - STANDARDIZED ASSESSMENT REPORTING

Many factors affect student achievement and some of these factors are outside the control of teachers. To assist the community in understanding student achievement, the District shall report factors affecting student results on ~~the WASL or other~~ standardized tests and performance assessments administered throughout the District or at any school.

When reporting standardized test results to the media, parents, community and general public in written publications of the District or school, the District also will report demographic and test information such as the number of students on free and reduced lunches, mobility data, the percent of students tested, the percent of students exempted from testing, the percent of students enrolled in special programs, and any other information that would provide a more complete and accurate picture of student achievement.

SECTION 9.16 - STUDENT ASSESSMENTS

Student performance assessments will be conducted in accordance with the schedule in Appendix 7 and the following:

- A. No state assessments will be conducted before the state-mandated start date, except that an employee may voluntarily participate in piloting or field-testing of assessments to the extent he/she determines. Teachers are encouraged to provide opportunities for students to practice and prepare for the SBA, but the OSPI interim SBA assessments are not required.
- B. School-based teams will use, modify, adapt, and enhance District-adopted instructional materials to meet the state established standards. Teacher teams, working with their principals, will ensure assessments are aligned, informative, supported, and timely. From the natural course of this work, teachers and principals will use data to evaluate students, provide support, improve instruction, and inform decisions made at the classroom, school, and district-level. Teachers may exercise professional judgment (i.e., expertise, insight and creativity) in determining when and how to use multiple measures of student performance and data to assess student learning, including diagnostic testing and common assessments, to meet the diverse needs of students to achieve unit and lesson objectives within established curriculum. Teachers and administrators share a common desire to motivate students to be engaged in instruction and learning. Comparisons of teachers or classes shall not be used to motivate individual student achievement and engagement.
- C. Students with a special education IEP will participate in district and state assessments unless an exception is identified in the IEP. During SBA testing, special education staff will be utilized as much as possible to meet the needs of special education students. Building administrators and special education staff shall consider the needs of special education students who are not participating in assessments within the building schedule/plan for SBA testing. Special education teachers administering district and state assessments shall not be required to make-up IEP designated minutes for students taking these assessments.
- D. The list of State or Federal required and District student performance assessments to be conducted is identified in Appendix 7.

- E. For grades K-2, upon employee request, the following number of days of released time will be provided to each employee assigned to administer the iReady Reading with Oral Fluency (iRROF) Developmental Reading Assessment II:
- i. No less than one (1) day for each assigned class section for Kindergarten teachers. If a school Kindergarten team decides to add a Winter iRROF DRA, an additional day will be provided;
 - ii. No less than four (4) days for First and Second Grade teachers;
 - iii. The District will provide no less than one-half (.5) day of additional released time for classes that exceed the class size goals in Section 9.02 at the beginning of each assessment period.

For the fluency assessment (iRROF DRA), sub days shall be scheduled at the employee's discretion. Employees may choose to divide or combine the days provided during any particular assessment period. If the assessment period needs to be expanded, the District will seek the Association's ~~concurrence~~ concurrence. If a substitute is unavailable or canceled the employee shall receive the substitute rate of pay.

- F. Release time will be provided to each employee assigned to administer ~~the i-Ready elementary diagnostic reading and math assessments~~. Release time for data analysis, including i-Ready diagnostic data in Appendix 7, is dedicated to collaborative professional development after the first and second assessment windows during the school day at each site. The purpose of the i-Ready data analysis release sessions is to provide time for staff to collaboratively analyze, interpret, and ~~and~~ respond to students' diagnostic results. ~~Professional development release sessions in schools using i-Ready for the first year will be facilitated by an on-site i-Ready trainer. Subsequent years will be facilitated by reading and math teachers on special assignment at each building.~~

~~i. Grades One and Two (Math only): One half-day (.5) i-Ready session after first and second diagnostic assessment windows, coordinated centrally to manage substitute distribution.~~

~~ii.i. Grades Three, Four, and Five K-5 (Reading & Math): One half-day (.5) i-Ready session after first and second diagnostic assessment windows, coordinated centrally to manage substitute distribution.~~

~~iii.ii.~~ The District will provide no less than one half-day (.5) of additional release time for classes that exceed the class size goals in Section 9.02.

Employees new to i-Ready will participate in an optional three-hour paid training in late August. There will be an additional release-day training option held in September. If the assessment period needs to be expanded, the District will seek the Association's concurrence.

- G. Teachers may exempt ELL students who have been in the country less than one (1) year from literacy assessments. ELL students will be offered the opportunity to take other assessments. Teachers have discretion to end an assessment when the student is not productively engaged in taking it. No teacher will be assigned English Language Proficiency Assessment 21 (ELPA 21) World-class Instructional Design and Assessment (WIDA) coordinating duties for a school (e.g., scheduling, distributing, organizing, etc. of testing materials).

- H. State-mandated classroom based assessments (CBAs) identified in Appendix 7 will be embedded in the curriculum as a regular class assignment, assessment or performance. The scheduling and grading of the District CBA will be determined by the teacher. Teachers conducting the CBAs will only report the number of participating students to the Curriculum and Assessment Department.

- I. If schools are selected for other required federal or state tests, the schools and the Association will be notified as soon as possible. The District will also notify the Association in advance if a school is selected for field testing of other school-wide assessments.
- J. Employees will not be required to serve as testing coordinators to prepare, schedule, organize or distribute assessment materials.
- K. Employees will be notified prior to when assessment data is drawn from their gradebooks. The notification will inform the teacher why the data is being drawn and when it will be extracted. The District will not generate lists of failing student grades with less than five (5) days prior notice to the teacher and an explanation of how it will be used or presented.
- L. Support for WaKIDS (Teaching Strategies GOLD) will continue at the levels provided in the 2014-15 school year. The District will continue to offer support to teachers administering WaKIDS (Teaching Strategies GOLD). This support will include up to four (4) hours additional paid time for family connection planning, one (1) release day or one (1) additional workday paid at per diem for student assessment, and technology support sessions for teachers new to the teaching strategies tool.
- M. Each school will develop and publicize a fair and equitable plan to distribute Chromebooks to educate and prepare students for SBA. Assessed grade level and subject areas (ELA, math, and science) shall have priority within this plan.
- N. The PSAT, SAT, CMPT and AP testing will continue to be administered in our high schools. Teachers' classrooms who are ~~impacted~~ impacted by AP testing will be notified no less than five (5) student days prior to the day and shall have access to their work space except when the test is being administered. Administrators shall make every effort to limit overall disruptions and do their best to maintain planning time for impacted teachers.

Amend Sections 10.01.F and G as follows:

- F. Librarians shall be evaluated using the certificated support specialist criteria in Appendix 6C and the procedures in Section 10.02 below. The rubrics shall be published online by the District in ~~an evaluation handbook~~ a manner available to each librarian and evaluator.
- G. CRC Facilitators and TOSAs (e.g., math, reading specialists) shall be evaluated using the certificated support specialist criteria in Appendix 6D and the procedures in Section 10.02 below. The rubrics shall be published online by the District in ~~an evaluation handbook~~ a manner available to each facilitator and evaluator.

Amend Section 10.02 title and add a new preamble sentence as follows:

SECTION 10.02 – EVALUATION OF NON-CLASSROOM TEACHERS

Some subgroups of non-classroom teachers are piloting new evaluation models or have adopted alternatives to the process below through a Memorandum of Understanding.

Amend Section 10.02.B as follows:

B. Observations

1. As early as possible in each school year, the building principal or other evaluator will hold a ~~conference~~ meeting with each employee prior to any observations. During the ~~conference~~ meeting the evaluator should ask about planning for instruction and discuss goals with the employee. The employee shall have the opportunity to suggest specific items to be observed. Specific items may include, but not be limited to, the appropriate "Criteria for Analysis."
2. During each school year each employee (including new employees) shall be formally observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. For those employees under contract by October 15 of each year, the first formal observation shall be no later than the end of the first semester. Total formal observation time for each employee shall be not less than sixty (60) minutes; at least one (1) observation shall be at least thirty (30) minutes in length. The first formal observation for new employees shall occur within the first ninety (90) calendar days of employment and shall be of at least thirty (30) minutes in length. An employee in the third year of provisional status shall be formally observed at least three (3) times in the performance of his or her duties and the total formal observation time for the school year shall not be less than ninety (90) minutes. The evaluator shall give at least three (3) work days prior notice of a required formal observation, such notice to specify the specific time or class period for the formal observation. If possible, the time for the formal observation shall be mutually worked out between the evaluator and employee.
3. In addition to the formal observations required under paragraph B.2 above, the evaluator may make informal observations at any time during the school year. If information obtained during an informal observation may result in a negative evaluation or be utilized in any such fashion then the evaluator will promptly notify the employee, provide an observation report and conference with the employee, at his/her request, to obtain additional information and understanding regarding the informal observation.
4. The supervisor or other designated evaluator shall promptly document each formal observation and shall provide the employee with a copy thereof within three (3) days after each report is prepared. A series of observations conducted within a period of twenty (20) working days may be considered to be a single formal observation for documentation purposes. A post-observation conference between the evaluator and employee shall be held if either person requests. The employee shall sign the school district's copy of the observation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.

5. In the event that any observation report indicates that the employee has performance deficiencies in one (1) or more areas defined in the evaluation criteria, the evaluator and the employee shall have a post-observation conference which shall include discussion of the deficient area(s) and recommendations for improvement.
6. Formal observations shall be documented on the form attached hereto as Appendix 5A

Move Section 10.02.D to later sections and re-letter subsequent subsections 10.02.E and F:

~~D. Probation~~

~~Paragraphs 1-6 below apply to all employees of the Association bargaining unit except for any provisional employee in his/her first (or if applicable second or third) year of employment with the District. Paragraph 7 applies to any provisional employee with a provisional contract in his/her first (or if applicable second or third) year of employment with the District.~~

~~1. Evaluator's Report~~

~~In the event that an evaluator determines that the performance of an employee under his or her supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:~~

- ~~a. The evaluation report prepared pursuant to the provisions of paragraphs A.3.d and C.1 above, and~~
- ~~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 administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days any time after October 15 and ending on May 1. Before being placed on probation, the Association and the employee shall be given written notice of 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.~~

~~3. Evaluation During the Probationary Period~~

- ~~a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The District, the Association or the probationer may request an independent observer to assist during the probationary period. If the~~

District and the Association concur on the use of an observer, the fees and expenses shall be jointly shared.

- b. ~~During the probationary period the 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.4 and B.6 above shall apply to the documentation of observation 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 evaluator in those areas specifically detailed in his or her notice of probation.~~

4. ~~Evaluator's Post-Probation Report~~

~~Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) 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 nonrenew the employment contract of the employee.~~

5. ~~Action by the Superintendent~~

~~Following a review of any report submitted pursuant to paragraph D.4 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.~~

6. ~~Records~~

~~Records of probation and supporting documentation for an unsatisfactory evaluation exclusive of the Annual Evaluation Form will be maintained in the employee's file for three (3) years and will, if no further unsatisfactory analyses are made in the interim, be removed and destroyed.~~

7. ~~Provisional Employees~~

~~Before nonrenewing a first (or if applicable second or third) year provisional employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating any deficiencies. These efforts shall include:~~

- a. ~~An evaluation conducted in accordance with each provision of Section 10.02, Paragraphs A, B and C;~~

- b. ~~Written notice to the Association and employee prior to March 1, or thirty calendar days after the employee began work, whichever is later;~~
- c. ~~A specific and reasonable program designed to assist the employee in making satisfactory progress in improving his/her performance;~~
- d. ~~A description of the assistance and services the District will provide to the employee to improve his/her performance;~~
- e. ~~Periodic reports to inform the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies.~~

Amend Section 10.03 title and fix typo in "years" Section 10.03.B.2:

SECTION 10.03 – EVALUATION CYCLE FOR CLASSROOM TEACHERS

- 2. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school years; and

Amend Section 10.04 title:

SECTION 10.04 – COMPREHENSIVE EVALUATION FOR CLASSROOM TEACHERS

Amend Section 10.4.C.2 as follows:

C. Gathering of Evidence

- 2. An accurate evaluation requires that corroborated and authentic evidence ~~reflecting upon performance~~ be used in the evaluation of the employee's comprehensive performance. Written narratives of observations should aim to capture a complete picture of performance relevant to the evaluative criteria during the observed activity. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified when an evaluator obtains evidence of which the teacher would otherwise not be aware, and either party may request a conference to discuss the evidence and opportunities for growth.

Amend Section 10.4.D.2 as follows:

D. Gathering of Evidence

- 2. An accurate evaluation requires that corroborated and authentic evidence ~~reflecting upon performance~~ be used in the evaluation of the employee's performance on the focused criterion. Written narratives of observations should aim to capture a complete picture of performance relevant to the focused criterion during the observed activity. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified when an evaluator obtains evidence of which the teacher would otherwise not be aware,

and either party may request a conference to discuss the evidence and opportunities for growth.

Amend Section 10.04.G.2 as follows:

2. Student growth data will be taken from multiple sources identified by the teacher to support their individual professional growth, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score. The achievement of student growth goals will not be assessed in the rating of criterion 8.

Amend Section 10.04.H.2 as follows:

2. Student growth data will be taken from multiple sources identified by the teacher to support their individual professional growth, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score. The achievement of student growth goals will not be assessed in the rating of criterion 8.

Amend the title of Section 10.05 as follows:

SECTION 10.05 – FOCUSED EVALUATION FOR CLASSROOM TEACHERS

Amend Section 10.06 as follows:

SECTION 10.06 – DOCUMENTATION FOR CLASSROOM TEACHERS

~~Evaluation scores shall be recorded in and final evaluation reports shall be generated by a mutually agreed upon software tool. Each teacher may be required to create an account in the software tool. Further use of the software tool by teachers shall be optional.~~ Employees shall record evaluation goals and acknowledge evaluation components in a software application (e.g., Frontline) mutually-agreed upon by the District and Association. Overall final evaluation scores shall be transmitted by the evaluator to the District Human Resources Office as required by law.

Amend the title of Section 10.07 as follows:

SECTION 10.07 – SUPPORT FOR PROVISIONAL EMPLOYEES CLASSROOM TEACHERS

Amend the title of Section 10.08 as follows:

SECTION 10.08 – SUPPORT FOR CLASSROOM TEACHERS

Insert a new Section 10.09 to read as follows:

SECTION 10.09 – SUPPORT FOR PROVISIONAL NON-CLASSROOM TEACHERS

Before nonrenewing a provisional non-classroom teacher employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating any deficiencies. These efforts shall include:

- A. An evaluation conducted in accordance with each provision of Section 10.02, Paragraphs A, B and C;
- C. Written notice to the Association and employee prior to March 1, or thirty calendar days after the employee began work, whichever is later;
- D. A specific and reasonable program designed to assist the employee in making satisfactory progress in improving his/her performance;
- E. A description of the assistance and services the District will provide to the employee to improve his/her performance;
- E. Periodic reports to inform the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies.

Amend the title and number of Section 10.09 as follows:

SECTION 10.0910 – GENERAL PROVISIONS FOR CLASSROOM AND NON-CLASSROOM TEACHERS

Add a new subsection F to the re-numbered Section 10.10 to read as follows:

F. Time

The parties recognize that it will take working time to implement the evaluation system and finding such time among the many demands on employees' and evaluators' time will be challenging. Implementing the evaluation system is a joint District and Association priority, and as such, the parties recognize that participants may need to prioritize their use of time, leaving less time for other demands on employees and evaluators. Evaluators and employees will endeavor to protect individual planning time and learning improvement collegial time by communicating about:

- the employee's preferred options for meetings;
- flexible or creative options for meetings inside and outside the regular working day;
- opportunities for evidence collection; and where evaluation activities fit within natural, authentic professional practice.

Amend the old Section 10.10 (renumbered Section 10.11) to read as follows:

SECTION 10.11 – PROBATION FOR CLASSROOM AND NON-CLASSROOM TEACHERS

Subsections A-F below apply to all employees of the Association bargaining unit except for any provisional employee.

A. Evaluator's Report

In the event that an evaluator determines that the performance of an employee under the evaluator's supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of paragraphs A.3.d and C.1 above, and
2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

B. Establishment of Probationary Period

If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days any time after October 15 and ending on May 1. Before being placed on probation, the Association and the employee shall be given written notice of action of the Superintendent which notice shall contain the following information:

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

C. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The District, the Association or the probationer may request an independent observer to assist during the probationary period. If the District and the Association concur on the use of an observer, the fees and expenses shall be jointly shared.
2. During the probationary period the 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.4 and B.6 above shall apply to the documentation of observation reports during the probationary period.
3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her notice of probation.

D. Evaluator's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. 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
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to nonrenew the employment contract of the employee.

E. Action by the Superintendent

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

F. Records

Records of probation and supporting documentation for an unsatisfactory evaluation exclusive of the Annual Evaluation Form will be maintained in the employee's file for three (3) years and will, if no further unsatisfactory analyses are made in the interim, be removed and destroyed.

G. Modifications for Classroom Teacher

Probation for classroom teachers under the ~~new~~ evaluation system shall be conducted in accordance with ~~Section 10.02-D of the current CBA~~ A-F above and state law, except for the additions or amendments identified below.

- ~~A-1.~~ A classroom teacher shall be placed on probation when he or she receives a summative evaluation performance rating of Unsatisfactory, or a summative evaluation performance rating of Basic if the teacher is a continuing contract employee with more than five years experience and the Basic rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- ~~B-2.~~ The employee will notify the principal when a third-party independent observer is contracted by the Association. The District will notify the Association when it contracts with a third-party independent observer.
- ~~C-3.~~ For employees with five or more years of experience who receive an Unsatisfactory rating without having received the support identified in Section 6 of these procedures, at least ninety school days (an additional thirty to the minimum sixty) are deemed necessary to complete a program for improvement and evaluate the probationer's performance.
- ~~D-4.~~ The evaluator may authorize an additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator

assigned by the educational service district and selected from a list of evaluation specialists compiled by the ESD.

- ~~E-5.~~ A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new summative evaluation performance rating of Basic or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or Proficient or above for a continuing contract employee with more than five years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- ~~F-6.~~ Pursuant to Sections 13.02.B and 5.03 of the current CBA, findings of probable cause are subject to appeal under statutory procedures and not the grievance procedures in the current collective bargaining agreement. Under the statutory appeal process, if a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- ~~G-7.~~ Probation records shall be maintained in personnel files for a period of three (3) years. At the end of three (3) years, such records shall be removed at the request of the employee. The District may maintain probation records in non-personnel files for the purpose of maintaining consistency and reference to past probation plans.

Delete the old Section 10.11:

~~SECTION 10.11 – TIME~~

~~The parties recognize that it will take working time to implement the new evaluation system and finding such time among the many demands on teachers' and evaluators' time will be challenging. Implementing the new evaluation system is a joint District and Association priority, and as such, the parties recognize that participants may need to prioritize their use of time, leaving less time for other demands on teachers and evaluators. Evaluators and teachers will endeavor to protect individual teacher planning time and learning improvement collegial time by communicating about:~~

- ~~• the teacher's preferred options for meetings;~~
- ~~• flexible or creative options for meetings inside and outside the regular working day;~~
- ~~• opportunities for evidence collection; and~~
- ~~• where evaluation activities fit within natural, authentic professional practice.~~

~~The parties also recognize the challenges of initial implementation, and that this new system will make more demands upon teacher and evaluator time during initial implementation.~~

Amend Sections 12.04, 12.05 and 12.10 as follows:

SECTION 12.04 - RATES OF PAY

Salary rates for substitutes shall be as follows:

- A. Part-time substitutes shall be paid ~~\$165.00~~ \$200 per full day or ~~\$82.50~~ \$100.00 per half day for the first thirty (30) cumulative dates worked each school year except as provided in 12.10 below. Effective the thirty-first cumulative date worked each school year, the rate will

increase to ~~\$175.00~~ \$210.00 per full day or ~~\$87.50~~ \$105.00 per half day except as provided in 12.10 below. Individuals who qualified for the higher rate of pay in the preceding school year shall be paid such higher rate beginning with the first day of service employment in the current year.

- B. A long-term substitute certificated employee upon obtaining that status as defined by 12.01, above, shall be compensated at the base per diem hourly rate in Appendix 3. The provision of Section 8.03 shall be used to determine the per diem rate of pay of the employee. This daily rate shall be retroactive to the first day of the assignment. Education and experience credits shall be granted when evidence demonstrating such is filed with the Human Resources Department. Such evidence must be filed no later than thirty (30) days after the first day in the long-term assignment to be used for salary schedule placement that school year. Educational credits must be earned on or before October 1 of the year for which salary schedule placement is in question. Increases in rates of pay due to documentation of education or experience received in accordance with this section shall be retroactive to the 1st day in the assignment.
- C. Long-term substitute employees placed on a non-continuing contract will be paid both a base salary and a TRI salary in accordance with Section 8.01 (see Section 5.13).

SECTION 12.05 - INSURANCE BENEFITS

~~Substitutes who are expected (based on the nature of the leave for the person the substitute is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one (1) specific assignment shall be entitled to the same fringe benefits as regular continuing contract employees during the period of the assignment. Daily substitutes who work 630 hours in the school year will qualify for SEBB insurance. Substitutes who are in a long-term substitute assignment and anticipated to work more than 630 hours in the school year will qualify for SEBB insurance at the onset of the long-term assignment.~~

SECTION 12.10 – RETIREE SUBSTITUTE SERVICES

There is benefit for management, teachers and students when a teacher who has recently retired from employment with the District is available for substitute services.

- A. An employee who retires from employment with the Everett School District and has received satisfactory evaluations during the last two years shall, upon request, be included in the District's substitute pool for employment as a part-time or long-term substitute.
- B. Retiree substitutes shall be first notified for their preferred substitute assignments during the first three (3) years following the employee's separation.
- C. A retiree substitute who has separated from employment within the last 12 months shall only be required to complete an "in-district employee" application to notify the District of his or her interest in substitute positions, complete or update forms required by state or federal law (e.g., W-4, I-9, Department of Retirement Systems forms), and attend a substitute employee orientation.
- D. A retiree substitute shall be paid ~~\$175.00~~ \$210.00 per full day or ~~\$87.50~~ \$105.00 per half day for service as a part-time substitute beginning with the first day of substitute work.

Effective the thirty-first (31) cumulative date worked each school year, the rate will increase to ~~\$185.00~~ \$220.00 per full day or ~~\$92.50~~ \$110.00 per half day.

Amend Section 16.01 and delete Section 16.03 as follows:

SECTION 16.01 - DURATION

This Agreement shall become effective September 1, ~~2018~~ 2021, provided that services rendered by employees during August ~~2018~~ 2021 and applicable terms related to the school years covered by this agreement shall be in accordance with this Agreement. This agreement shall be effective subject to ratification by both parties and shall remain in full force through August 31, ~~2020~~ 2024. Negotiations for a successor agreement shall commence no later than May 15, 2024, unless a later date is agreed to by both parties.

~~SECTION 16.03 - SUCCESSOR AGREEMENT~~

~~Negotiations for a successor agreement shall commence no later than May 15, 2020, unless a later date is agreed to by both parties.~~

Edits/MOUs/LOAs:

Integrate into the CBA the following:

- Section 5.07.D.4 from “CBA Extension” MOU of 9/13/19
- Section 5.11.D.4.g from “CBA Extension” MOU of 9/13/19
- Section 8.10 from “SEBB” MOU of 9/13/19
- Section 10.02.A.1 from “Evaluations 2020-21” MOU of 9/30/20
- Section 10.03.B.3 from “185 day/Evaluation” MOU of 6/26/19
- Article 11 from “Layoff and Recall” MOU of 2/7/19

APPENDIX 7 - 2020-21 2021-22 SCHOOL YEAR ASSESSMENTS
STATE OR FEDERAL REQUIRED STUDENT ASSESSMENTS

Kindergarten

Teaching Strategies GOLD ^{2,3,4}	Fall	by October 30 <u>November 12</u>
Dyslexia Screener Random Automized Naming (RAN)	Winter	<u>January 4 – February 11</u>

First Grade

Dyslexia Screener RAN	Winter	<u>January 4 – February 11</u>
i-Ready Reading Diagnostic with Oral Fluency ²	Fall	<u>September 8 – October 15</u>
	Spring	<u>May 2 – June 10</u>
i-Ready Diagnostic Math ³	Fall	<u>September 8 – October 8</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>

Second Grade

Developmental Reading Assessment (DRA)	Fall	<u>September 9 to November 6</u>
Developmental Reading Assessment (DRA)	Spring ⁴	<u>April 12 to June 4</u>
Dyslexia Screener RAN	Winter	<u>January 4 – February 11</u>
i-Ready Reading Diagnostic with Oral Fluency ²	Fall	<u>September 8 – October 15</u>
	Spring	<u>May 2 – June 10</u>
i-Ready Math ³	Fall	<u>September 8 – October 8</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>

Third Grade

English Language Arts (ELA) and Math		
Smarter Balanced Assessment (SBA) Grade 3	Online	<u>March 4 <u>7</u> – June 4-3</u>
i-Ready Reading Diagnostic ²	Fall	<u>September 8 – October 8</u>
i-Ready Math Diagnostic ³	Fall	<u>September 8 – October 8</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>

Fourth Grade

ELA and Math SBA Grade 3	Online	<u>September 27 – November 10</u>
ELA and Math SBA Grade 4	Online	<u>March 4 <u>7</u> to June 4-3</u>
i-Ready Reading Diagnostic ²	Fall	<u>September 8 – October 8</u>
i-Ready Math Diagnostic ³	Fall	<u>September 8 – October 8</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>

Fifth Grade

ELA and Math SBA Grade 4	Online	<u>September 27 – November 10</u>
ELA and Math SBA Grade 5	Online	<u>March 4 <u>7</u> – June 4-3</u>
i-Ready Reading Diagnostic ²	Fall	<u>September 8 – October 8</u>
i-Ready Math Diagnostic ³	Fall	<u>September 8 – October 8</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>
Washington Comprehensive Assessment of Science (WCAS) Online		<u>April 12 <u>11</u> – June 4-3</u>
Health and Fitness Classroom Based Assessment (CBA) (PE)		<u>September – June</u>
Social Studies CBA		<u>September – June</u>
Music Classroom Performance Based Assessment (CPBA) (Specialist)		<u>September – June</u>
Visual Arts CBA (Specialist Only)		<u>September – June</u>

Sixth Grade

ELA and Math SBA Grade 5	Online	<u>September 27 – November 10</u>
WCAS Grade 5	Online	<u>September 27 – November 10</u>
ELA and Math SBA Grade 6	Online	<u>March 4 <u>7</u> – June 4-3</u>
Academic and Wellness Recovery Assessments ELA ²	Fall	<u>TBD</u>
Academic and Wellness Recovery Assessments Math ³	Fall	<u>TBD</u>
Panorama SEL Survey ⁴	Fall	<u>TBD</u>

Seventh Grade

ELA and Math SBA Grade 6	Online	<u>September 27 – November 10</u>
ELA and Math SBA Grade 7	Online	<u>March 4 <u>7</u> to June 4-3</u>
Academic and Wellness Recovery Assessments ELA ²	Fall	<u>TBD</u>
Academic and Wellness Recovery Assessments Math ³	Fall	<u>TBD</u>

<u>Panorama SEL Survey⁴</u>	<u>Fall</u>	<u>TBD</u>
Eighth Grade		
<u>ELA and Math SBA Grade 7</u>	<u>Online</u>	<u>September 27 – November 10</u>
<u>ELA and Math SBA Grade 8</u>	<u>Online</u>	<u>March 4 7 to June 4 3</u>
<u>WCAS Grade 8</u>	<u>Online</u>	<u>April 12 11 to June 4 3</u>
<u>Academic and Wellness Recovery Assessments ELA² Fall</u>		<u>TBD</u>
<u>Academic and Wellness Recovery Assessments Math³ Fall</u>		<u>TBD</u>
<u>Panorama SEL Survey⁴</u>	<u>Fall</u>	<u>TBD</u>
Health and Fitness CBA (PE)		September – June
Social Studies CBA		September – June
Music CPBA (Specialist)		September – June
Visual Arts CBA (U.A. Art)		September – June
High School		
<u>Freshmen: ELA and Math SBA Grade 8</u>	<u>Online</u>	<u>September 27 – November 10</u>
<u>Freshmen: WCAS Grade 8</u>	<u>Online</u>	<u>September 27 – November 10</u>
<u>Grade 10 High School ELA and Math SBA</u>	<u>Online</u>	<u>March 1 to June 4</u>
<u>Sophomores: ELA and Math SBA (Grade 10)</u>	<u>Online</u>	<u>March 7 – June 3</u>
<u>Juniors: ELA and Math SBA Grade 10</u>	<u>Online</u>	<u>September 27 – November 10</u>
<u>Juniors: WCAS Grade 11</u>	<u>Online</u>	<u>April 12 11 – June 4 3</u>
<u>Seniors: WCAS Grade 11</u>	<u>Online</u>	<u>September 27 – November 10</u>
<u>Academic and Wellness Recovery Assessments ELA² Fall</u>		<u>TBD</u>
<u>Academic and Wellness Recovery Assessments Math³ Fall</u>		<u>TBD</u>
<u>Panorama SEL Survey⁴</u>	<u>Fall</u>	<u>TBD</u>
Health and Fitness CBA (Grade 9 PE)		by end of course
Social Studies CBA (Government 12)		by end of course
Music CPBA		by end of course
Visual Arts CBA (Intro to Art)		by end of course
K-12 English Language Learners		
<u>English Language Proficiency Assessment (ELPA21) Online</u>		<u>February 1 to March 26</u>
<u>WIDA</u>		<u>January 31 – March 25</u>

¹State required for those students below standard in the Fall; District required for all others.

²Satisfies Academic and Wellness Recovery Assessments ELA in 2021-22 school year

³Satisfies Academic and Wellness Recovery Assessments Math in 2021-22 school year

⁴Satisfies Academic and Wellness Recovery Assessments Social Emotional Learning in 2021-22 school year

DISTRICT STUDENT ASSESSMENTS

Kindergarten

Highly Capable screening assessment	Fall	November 30 – December 11
<u>Developmental Reading Assessment (DRA)</u>		
<u>i-Ready Reading with Oral Fluency</u>	Spring	April 12 11 – June 4 June 3
Kindergarten Assessment	Winter	prior to semester report card
	Spring	prior to semester report card

First Grade

Highly Capable screening assessment	Fall	October 5 – 16
i-Ready Math Diagnostic	Fall ²	September 14 8 – October 9 8
	Winter	January 4 – February 10 11
<u>Developmental Reading Assessment (DRA)</u>		
<u>i-Ready Reading with Oral Fluency</u>	Fall	September 9 – November 6 October 15
	Winter	January 4 – March 5 February 11
	Spring	April 12 May 2 – June 4 10

Second Grade

i-Ready Math Diagnostic	Fall ²	September 14 8 – October 9 8
	Winter	January 4 – February 10 11
<u>Developmental Reading Assessment (DRA)</u>		
<u>i-Ready Reading with Oral Fluency</u>	Fall	September 9 – November 6 October 15
	Winter	January 4 – March 5 February 11
	Spring ¹	April 12 May 2 – June 4 10

Grades 3-5

i-Ready Reading and Math Diagnostic

Fall²
WinterSeptember ~~4~~ 8 – October ~~9~~ 8
January 4 – February ~~4~~ 11**Grade 6-12**

Units and Assessments

Per District
Curriculum Map**Tenth Grade**

PSAT

October ~~4~~ 13**Eleventh Grade**PSAT (for 2021-22 school year only)

SAT

October 13March ~~3~~ 23¹State required for those students below standard in the Fall; District required for all others.²These assessments qualify for state and federal tests and are not repeated.

VEBA: Enter into a letter of agreement that reads as follows:

The Association may reopen Section 7.01.D.5 for the 2022-23 school year to expand the types of sick leave cash out that will be contributed to VEBA accounts and/or add a deduction from employee salary to VEBA accounts. The Association will provide notice to the District prior to June 1, 2022, if it chooses to reopen negotiations on this topic.

LETTER OF AGREEMENT
BETWEEN
EVERETT EDUCATION ASSOCIATION
AND
EVERETT SCHOOL DISTRICT NO. 2

ESA Staff Evaluation Review

EEA and the District share a belief that evaluation procedures should be a vehicle to recognize strengths and support growth for educators. The evaluation criteria in Appendix 6B of the collective bargaining agreement are very broad and not specific to groups of ESA staff who fall under that criteria for evaluation (occupational therapists/physical therapists, speech and language pathologists, and school psychologists).

The Association and the District agree to work collaboratively to develop more meaningful and job-specific components for staff evaluated by the criteria in Appendix 6B. We realize that this work will take time to do well, that we need to have the right people involved in the work, and that there are capacity concerns related to systemic change. The process for development, piloting, and implementation of meaningful, job-specific components for each subgroup of staff will be as follows:

A. Year One: Criteria Development Year

1. Committee: A Subgroup Evaluation Criteria Committee will be formed and will be charged with developing more meaningful and job-specific components for that subgroup that fit within the evaluation criteria. The Association and the District will each appoint up to five members to the Committee. The Committee will be co-chaired by two Committee members, one selected by the Association and one selected by the District. The co-chairs will have primary responsibility for setting meeting dates, creating agendas, and ensuring that Committee work is on track in terms of timelines, legality/contract issues, and the intent of this MOU.

2. Considerations: The Committee may consider a variety of existing resources as a starting point, including, but not limited to models from professional associations, models linked to existing evaluation frameworks, and models created/implemented in other districts.

3. Timelines: Committee members will be identified by both the Association and the District no later than October 1 and the first committee meeting will be held no later than November 1. The Committee will submit a proposed set of subgroup specific components to the Association President and District Superintendent (or their designees) no later than March 1. After review, the District and Association will jointly determine whether the criteria will move on to be piloted in year two.

B. Year Two: Pilot Year

1. Pilot Participants: If the District and Association have determined that the proposed subgroup components will be piloted, then the Association and the District will work collaboratively to identify volunteers who are willing to pilot the components in Year Two. Volunteers must have completed four years of satisfactory evaluations prior to the pilot year. The pilot evaluation will be considered a locally-bargained evaluation emphasizing professional growth under RCW 28A.405.100(11). Participants will receive the equivalent of a "satisfactory" rating for the pilot year for their evaluation.

2. Committee Monitoring: The Committee will meet at least once every two months, starting in October to review data and anecdotal evidence about the piloting and potential implementation of the proposed components.

3. Committee Report: The Committee will submit a report and recommendation to the Association President and District Superintendent (or their designees) with one of the following four

recommendations: (a) move forward the following year with implementing the proposed set of subgroup specific components for all employees in that subgroup; (b) modify the proposed set of subgroup specific components—with either an additional pilot year or full implementation of the revised components; (c) pilot the components for an additional year; or (d) engage in an additional year of work on the components by the committee. This report will be submitted to the District and Association no later than May 1 for review and final decision no later than June 1.

C. Year Three: Implementation Year

When the District and Association have agreed that they are ready to fully implement the new subgroup specific components, then those components will be used for evaluations covered under Section 10.01.E. At the end of the Implementation Year the Committee will meet to review the evaluation process for the year and consider any changes to be recommended to the District and Association.

D. Development/Implementation Cycle

The 2021-2022 school year will be the Criteria Development Year for Speech Language Pathologists (SLPs). The 2022-2023 school year will be the Criteria Development Year for Occupational and Physical Therapists. The 2023-2024 school year will be the Criteria Development Year for School Psychologists.

Amend and renew the Secondary EL Support Teacher LOA and the Sheltered EL Classes LOA as follows:

Secondary EL Support Teacher

- A. The Everett Education Association/~~United Teachers of Everett~~ and the Everett School District agree to implement a position of Secondary EL Support Teacher at Eisenhower, Evergreen, Gateway, Heatherwood, and North Middle School, and at Everett, Cascade, Jackson, and Sequoia High School in order to facilitate support for English Learners (EL) students' educational needs.
- B. Each school shall have a partial FTE assigned to this position, based upon the number of ELs not otherwise receiving English language development support through an EL or sheltered class. Secondary EL Support Teachers must have their EL endorsement.
- C. Each secondary EL Support Teacher shall be responsible for no more than 16 students per assigned period. Schools that have 16 or fewer students shall have one (1) period assigned for the support teacher. Schools that have 17 - 32 students shall have two (2) periods assigned for the support teacher.
- D. Support could be provided through pull-out instruction, push-in instruction, co-teaching or co-planning with other teachers serving the student, or other similar methods, with the intention of ensuring that all students not otherwise in an EL or sheltered class receive English language development support.
- E. Each of the assigned teachers shall be provided a minimum of 15 hours of training to support them in this position. Training shall include six hours prior to the start of school ~~in August~~ or as early as feasible in the school year, and three half-day sessions, one in the fall, one in the winter, and one in the spring beginning and continuing as early as possible in the school year and continuing across the year. If the training is provided outside of the workday, the teachers shall be compensated at their per diem rate of pay.

Sheltered EL Classes

- A. The Everett Education Association/~~United Teachers of Everett~~ and the Everett School District agree to suspend Section 9.02.A.2 with regard to EL equitable distribution at Everett, Cascade, Jackson, and Sequoia high schools in order to provide sheltered EL classes. A "sheltered EL class" is one in which a higher concentration of EL students is assigned, rather than spread equitably, in order to facilitate support for these students' educational needs.
- B. The number of sheltered EL classes and the content of those classes will be decided by the director of categorical programs in conjunction with the administration at each high school, based on the number and needs of the EL students at each school.
- C. Teachers will only be assigned to these sheltered EL classes with their agreement, and such voluntary agreement shall be confirmed by the Association no later than one week before the first student day of the school year.
- D. Each of the assigned teachers shall be provided two (2) days of training to support their instruction as early as feasible this school year. If the training is provided outside of the workday, the teachers shall be compensated at their per diem rate of pay. Each of the assigned teachers shall be provided five (5) hours of per diem pay to collaborate with other sheltered EL teachers and support staff in order to coordinate program alignment.
- E. Each of the assigned teachers shall be provided five (5) hours of per diem pay to collaborate with other sheltered teachers ~~to develop materials for the sheltered class.~~
- F. Each sheltered class shall have no more than 22 students.
- G. The District shall comply with Section 9.02.B.7 regarding the daily load assigned to other regular education teachers in the content areas in which sheltered EL classes are offered.

Renew Dual Language LOA for 2021-22 with the revisions identified below:

**LETTER OF AGREEMENT
BETWEEN
EVERETT EDUCATION ASSOCIATION
AND
EVERETT SCHOOL DISTRICT NO. 2**

Dual Language

- A. The Everett Education Association and the Everett School District agree to implement a Spanish dual language program at Emerson Elementary in order to provide a two-way bilingual immersion program and lay the groundwork for the continued development of a K-12 pathway.
- B. The Spanish dual language program will require the classroom teacher to be bilingual and biliterate in Spanish and English. The dual language program certificated position will be a general education position and not an EL program position. Certificated FTE will be determined by student enrollment.
- C. When applicable, students will be equitably distributed in the classrooms within the program consistent with 9.02.A.2.
- D. ~~Initial~~ Dual language program implementation will ~~begin in kindergarten in the 2021-2022 school year and~~ continue by adding at least one grade level/class section ~~will be added~~ each year ~~thereafter~~ (i.e., first grade in school year 2022-23, second grade in 2023-24, etc.). Depending on current staffing, some teachers may need to be reassigned or transferred to another position within the district (CBA 5.11). After the building principal determines a potential surplus of staffing exists for the building, the principal shall consult with the affected teachers in that building to determine if anyone is interested in a transfer as displaced staff. If affected teachers don't choose to transfer, they will meet with the building principal and provide preferences for placement in the building. When reassigning teachers within the building, the principal will consider the displaced teacher's preferences. Building reassignment will follow current CBA language.

In the event of no volunteers of affected employees for displacement, the principal will follow CBA language for unassigned staff (CBA 5.11).

If there are fewer building positions than displaced teachers, the displaced teacher(s) will be placed before unassigned teachers districtwide. The district will follow CBA 5.11 to identify and place displaced teachers. The building principal will work with human resources regarding any transfers.
- E. For the ~~2021-22~~ 2022-23 school year, Emerson will not be open for ~~K-2~~ K-3 classroom teacher internal transfer with the exception of letter D above.
- F. After they are consulted, each-of the dual language program assigned teachers shall be provided professional learning opportunities to support them in this position. Professional learning shall include a minimum of six hours prior to the start of the first student day each fall, and three half-day sessions, one in the fall, one in the winter, and one in the spring. If the professional learning is provided outside of the workday, the teachers shall be compensated at their per diem rate of pay.
- G. Staff in the school who are not dual language classroom teachers will have the opportunity to attend additional paid training to support the implementation of the dual language program. Upon request, Emerson employees will also be provided a yearly subscription to

an approved on-line language learning program to better support the overall school program.

- H. The impact of the Dual Language program's enrollment on the district and the school shall be discussed prior to staffing allocations each year.

Renew previous Counselor Evaluation Pilot MOU and run pilot for 2022-23 as follows:

**LETTER OF AGREEMENT
BETWEEN
EVERETT EDUCATION ASSOCIATION
AND
EVERETT SCHOOL DISTRICT NO. 2**

Counselor Evaluation Pilot

- A. During the 2022-23 school year, volunteer counselors in the Everett Education Association (EEA) bargaining unit will participate in a Counselor Evaluation pilot as defined by this Memorandum. Any decisions regarding the pilot not directed by this Memorandum will be decided by the Everett Public Schools Human Resources Director and Everett Education Association President.
- B. Volunteers must have completed four years of satisfactory evaluations prior to the ~~2019-20~~ 2022-23 school year. The pilot evaluation will be considered a locally bargained evaluation emphasizing professional growth under RCW 28A.405.100(11).
- C. As part of the pilot, participants will be scored using the Everett Public Schools Framework for the School Counselor, but participants will receive the equivalent of a "satisfactory" rating for the ~~2019-20~~ 2022-23 school year for their evaluation.
- D. Pilot participants' evaluations will be conducted according to the language in the current collective bargaining agreement applicable to school counselors on an ESA regular evaluation cycle with the following exceptions:
 1. References to "instructional framework" shall mean the Everett Public Schools Framework for the School Counselor attached to this agreement.
 2. Any language related to student growth is inapplicable. Student growth goals are not required, included or rated under the Everett Public Schools Framework for the School Counselor and no student growth rating is calculated.
 3. An overall comprehensive summative evaluation performance rating is determined by totaling the five (5) criterion-level scores as follows:
 - 5-9 - Unsatisfactory
 - 10-13 - Basic
 - 14-17 - Proficient
 - 18-20 - Distinguished
- E. Counselors shall be considered non-classroom teachers for the purposes of evaluation under RCW 28A.405.100. Except for pilot participants, counselors shall be evaluated under the "ESA Personnel" criteria identified in Section 10.02 of the current collective bargaining agreement and the procedures applicable to such personnel.
- F. Nothing in this MOU document is precedent setting when establishing negotiated terms for inclusion in the Collective Bargaining Agreement. This MOU expires at the conclusion of the ~~2019-20~~ 2022-23 school year. Any successor terms must be a topic of a subsequent MOU or embedded in the Collective Bargaining Agreement through the normal process of collective bargaining.

Middle School: Enter into a new letter of agreement that reads as follows:

- A. No later than the 2023-24 school year, the District will transition the middle school schedule from a 7-period to a 6-period day aligned with the high school schedule.
- B. Concurrent with the change in the middle school schedule, subsections 6, 12, and 17 of Section 9.02 shall be amended as follows:

6. Grades 6-8

A daily student load of ~~174~~ 150 or fewer students assigned to each classroom teacher. (Basis for calculating daily load: ~~6~~ 5 sections x ~~29~~ 30 students). Instructional Class/Period Limit: After the fifteenth instructional day of the school year, no more than one section may exceed 31 students (excluding a teacher's student assistants) at middle schools where teachers are assigned five daily instructional periods.

12. Secondary Physical Education

A daily student load of ~~210 at grades 6-8 and~~ 190 at grades ~~9-12~~ 6-12 or fewer students assigned to each classroom teacher. (Basis for calculating daily load: 5 sections x 38 students at grades 9-12, and ~~6~~ sections x 35 students at grades 6-8). No single class shall exceed forty (40) students in excess of ten (10) school days after September 20.

17. Special Education Resource Room Grades 6-8

Thirty (30) or fewer special education students assigned to each resource room teacher as caseload manager, and a daily load of ~~84~~ 67 or fewer students assigned to the resource room teacher for services (basis for calculating daily load: ~~6~~ 5 sections x 13.5 students). Instructional Class/Period Limit: After the fifteenth instructional day of the school year, no more than one section may exceed 14 students (excluding a teacher's student assistants).

No resource room teacher will be asked to provide educational services to or act as IEP caseload manager for a student "in process." See paragraph ~~47~~ 16 above for definitions of IEP caseload manager and "in process" students.

- C. The District and Association expressly recognize that this change in the middle school schedule will require changes in the scope and sequence of middle school courses. Such changes may create temporary additional work and need for collaboration among staff on curriculum and instruction related to their course assignments. Time to implement necessary changes will be prioritized for those impacted during LIF.
- D. The District and Association expressly recognize that this change in the middle school schedule will impact the number of teachers with certain subject matter qualifications at middle schools. Displacement of staff resulting from these changes will occur under the transfer and assignment provisions of Section 5.11. ~~Layoffs, if any, resulting from these program changes will occur under the provisions of Article 11.~~
- E. The District and Association expressly recognize that this change in the middle school schedule does not preclude continued discussion regarding high school and middle school schedules and/or programming which may increase opportunities for student success. Additionally, the District will periodically consult with the Association and seek the Association's advice and counsel on the application of the Agreement related to the transition to the six-period day for this purpose. If such changes impact this letter of agreement, current language in the collective bargaining agreement or mandatory subjects

of bargaining, they will be subject to future negotiations between the parties before implementation.

- F. This letter of agreement shall be effective September 1, 2021, through August 31, 2024, and shall expire on that latter date unless extended by mutual agreement.

Replace Appendix 1 with Administrative Procedure 5406P.

Administrative Procedure 5406P
Shared Leave Program

Definitions

1. **“Annual leave”** means vacation that an employee accrues and is maintained in the records of the District for employees eligible to accrue annual leave.
2. **“Day”** means the current assigned work hours per day.
3. **“District”** means the Everett Public Schools.
4. **“Domestic Violence”** means: (a) physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members; (b) sexual assault of one family or household member by another family or household member; or (c) stalking of one family or household member by another family or household member.
5. **“Employee”** means any District employee entitled to use and accrue annual and/or sick leave and for whom accurate records are maintained.
6. **“Employee’s relative,”** for purposes of this policy and procedure, means the leave recipient’s spouse, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage.
7. **“Extraordinary or severe”** means serious or extreme and/or life threatening.
8. **“Household members,”** for purposes of this policy and procedure, means those persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
9. Leave **“donor”** means an employee who has an approved written request for the transfer of annual or sick leave to the leave recipient.
10. **“Leave recipient”** means a current employee with a leave balance of zero who has an approved application to receive shared leave compensation.
11. **“Parental leave”** means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen weeks after the birth or placement.
12. **“Pregnancy disability”** means a pregnancy-related medical condition or miscarriage.
13. **“Shared leave compensation”** means paid leave that has been donated to a leave recipient pursuant to this policy or procedure. Once it is transferred to a leave recipient, no distinction is made between donated annual and sick leave.
14. **“Sick leave”** means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
15. **“Uniformed Services”** means the armed forces, the Army National Guard, the Air National Guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time National Guard duty, or state active duty, the commissioned corps of the Public Health Service, the Coast Guard, and any other

category of persons designated by the president of the United States in time of war or national emergency.

16. “Victim” means a person against whom domestic violence, sexual assault, or stalking has been committed as defined in this section.

Purpose

The purpose of the Shared Leave Program is to provide a mechanism to allow employees to donate annual (vacation) or sick leave to eligible fellow employees in a manner consistent with state law and regulations.

1. In accordance with paragraphs A or B below, and utilizing the district’s Shared Leave Donation form, employees (donors) may voluntarily donate annual (vacation) or sick leave to a specific employee authorized to receive leave under this procedure.

A. Employees Who Accrue Annual Leave (vacation):

- (1) An employee accruing vacation days may donate any number of those days provided the donor maintains a balance of at least ten (10) vacation days as of the date of the transfer. The ten (10) day minimum does not apply to employees who are resigning their position with the district. Annual leave does not accrue if the employee receives compensation in lieu of accumulating a balance of annual leave. Employees may not donate excess annual leave that the leave donor would otherwise lose within thirty (30) calendar days due to exceeding the maximum number of hours on a specific date.
- (2) An employee may donate a specified amount of sick leave only when the donating employee retains a minimum of twenty-two (22) days of sick leave after the transfer.

B. Employees Who Do Not Accrue Annual Leave (vacation):

An employee who accrues sick leave, but does not accrue annual leave, and who has an accrued sick leave balance of more than twenty-two (22) days may request to donate a specified amount of sick leave. In no event may the employee request to donate sick leave that would result in the donor’s sick leave balance falling below twenty-two (22) days.

2. In accordance with all provisions below, and utilizing the district’s Shared Leave Request form, employees (recipients) may receive paid shared leave if:

- A. The employee is suffering from, or a relative or household member is suffering from, illness, injury, impairment, physical or mental condition which is of an extraordinary or severe nature (meaning serious, extreme, and/or life threatening);
- B. The employee has been called to service in the uniformed services;
- C. The employee is a victim of domestic violence, sexual assault, or stalking;
- D. The employee is a current member of the uniformed services or is a veteran as defined under RCW.41.04.005, and is attending medical appointment or treatment for a service connected injury or disability;
- E. The employee needs the time for parental leave;
- F. The employee is sick or temporarily disabled because of pregnancy disability;

- G. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the employee to:
 - (1) Go on leave without pay status; or
 - (2) Terminate their employment.
 - H. The employee's job is one in which annual leave or sick leave can be used and accrued;
 - I. The employee's absence and the use of shared leave are justified as confirmed in writing by a licensed physician or other authorized health care practitioner;
 - J. The employee is ineligible to receive industrial insurance benefits under [Chapter 51.32 RCW](#);
 - K. The employee is not receiving compensation under the long-term disability plan;
 - L. The employee has abided by district sick leave, military leave policies, and has not been subject to disciplinary action for misuse or abuse of district policies regarding use of sick leave and has depleted or will shortly deplete the employees' annual leave, sick leave, personal leave reserves, and/or paid military leave. If the employee qualified for shared leave for parental leave or for sickness or temporary disability due to pregnancy disability, (as defined by [RCW 41.04.655 \[4\]](#)) the employee is not required to deplete all of their annual leave or sick leave and may maintain up to forty (40) hours of annual leave and forty hours (40) of sick leave in reserve in accordance with [WAC 392-136A040](#); or
 - M. The employee has not received more than 522 days of donated leave during total district employment by the State of Washington or any state agencies, including employment by other school districts within the state.
- 3. The superintendent designates the human resources department to determine the amount of leave, if any, which an employee may receive under this policy and procedure. However, an employee shall not receive more leave than the number of contracted days remaining in the current school year and shall not receive more than the requested amount.
 - 4. For the purposes of this procedure donated and received sick leave and vacation leave conversion shall be calculated on an hourly basis. Each day shall consist of an employee's regularly assigned hours at the time of conversion.
 - 5. In all cases leave donations will be withdrawn from the donor's sick or annual leave accrual only as needed and used by the designated recipient. Donations shall be withdrawn in the order received. All donated leave not used by a specific employee recipient will be returned to the leave donor and reinstated to the donor's balance.
 - 6. The human resources department shall administer the Shared Leave Program.
 - 7. Any employee denied paid shared leave may appeal human resources' decision to an appeal board composed of one representative from each recognized bargaining group plus a district representative. The appeal board's decision is final.

2021-22 Total Base+Enrichment

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135	BA+135+MA
0	59,334	60,461	61,610	62,781	63,974	65,190	66,429	67,691	68,977	70,288	74,628
1	61,885	63,061	64,259	65,481	66,725	67,993	69,285	70,602	71,943	73,310	77,650
2	64,546	65,773	67,022	68,297	69,594	70,917	72,264	73,638	75,037	76,462	80,802
3	67,321	68,601	69,904	71,234	72,587	73,966	75,371	76,804	78,264	79,750	84,090
4	70,216	71,551	72,910	74,297	75,708	77,147	78,612	80,107	81,629	83,179	87,519
5			76,045	77,492	78,963	80,464	81,992	83,552	85,139	86,756	91,096
6				80,824	82,358	83,924	85,518	87,145	88,800	90,487	94,827
7				84,299	85,899	87,533	89,195	90,892	92,618	94,378	98,718
8				87,924	89,593	91,297	93,030	94,800	96,601	98,436	102,776
9					93,445	95,223	97,030	98,876	100,755	102,669	107,009
10					97,463	99,318	101,202	103,128	105,087	107,084	111,424
11					101,654	103,589	105,554	107,563	109,606	111,689	116,029
12						108,043	110,093	112,188	114,319	116,492	120,832
13						112,689	114,827	117,012	119,235	121,501	125,841
14						117,535	119,765	122,044	124,362	126,726	131,066
									MA	4,340	7.315%
									PhD	5,968	10.058%
									MA+PhD	7,597	12.803%

2022-23 Total Base+Enrichment

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135	BA+135+MA
0	63,424	64,534	65,663	66,812	67,981	69,171	70,381	71,613	72,866	74,141	78,780
1	66,056	67,212	68,388	69,585	70,802	72,042	73,302	74,585	75,890	77,218	81,857
2	68,797	70,001	71,226	72,473	73,740	75,032	76,344	77,680	79,039	80,423	85,062
3	71,652	72,906	74,182	75,481	76,800	78,146	79,512	80,904	82,319	83,761	88,400
4	74,626	75,932	77,261	78,613	79,987	81,389	82,812	84,262	85,735	87,237	91,876
5			80,467	81,875	83,306	84,767	86,249	87,759	89,293	90,857	95,496
6				85,273	86,763	88,285	89,828	91,401	92,999	94,628	99,267
7				88,812	90,364	91,949	93,556	95,194	96,858	98,555	103,194
8				92,498	94,114	95,765	97,439	99,145	100,878	102,645	107,284
9					98,020	99,739	101,483	103,260	105,064	106,905	111,544
10					102,088	103,878	105,695	107,545	109,424	111,342	115,981
11					106,325	108,189	110,081	112,008	113,965	115,963	120,602
12						112,679	114,649	116,656	118,695	120,775	125,414
13						117,355	119,407	121,497	123,621	125,787	130,426
14						122,225	124,362	126,539	128,751	131,007	135,646
									MA	4,639	7.315%
									PhD	6,379	10.058%
									MA+PhD	8,120	12.803%

2022-23 Total % increase by cell

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135	BA+135+MA
0	6.89%	6.74%	6.58%	6.42%	6.26%	6.11%	5.95%	5.79%	5.64%	5.48%	5.56%
1	6.74%	6.58%	6.43%	6.27%	6.11%	5.96%	5.80%	5.64%	5.49%	5.33%	5.42%
2	6.59%	6.43%	6.27%	6.11%	5.96%	5.80%	5.65%	5.49%	5.33%	5.18%	5.27%
3	6.43%	6.28%	6.12%	5.96%	5.80%	5.65%	5.49%	5.34%	5.18%	5.03%	5.13%
4	6.28%	6.12%	5.97%	5.81%	5.65%	5.50%	5.34%	5.19%	5.03%	4.88%	4.98%
5			5.81%	5.66%	5.50%	5.35%	5.19%	5.04%	4.88%	4.73%	4.83%
6				5.50%	5.35%	5.20%	5.04%	4.88%	4.73%	4.58%	4.68%
7				5.35%	5.20%	5.04%	4.89%	4.73%	4.58%	4.43%	4.53%
8				5.20%	5.05%	4.89%	4.74%	4.58%	4.43%	4.28%	4.39%
9					4.90%	4.74%	4.59%	4.43%	4.28%	4.13%	4.24%
10					4.75%	4.59%	4.44%	4.28%	4.13%	3.98%	4.09%
11					4.59%	4.44%	4.29%	4.13%	3.98%	3.83%	3.94%
12						4.29%	4.14%	3.98%	3.83%	3.68%	3.79%
13						4.14%	3.99%	3.83%	3.68%	3.53%	3.64%
14						3.99%	3.84%	3.68%	3.53%	3.38%	3.49%
									MA	6.89%	7.315%
									PhD	6.89%	10.058%
									MA+PhD	6.88%	12.803%

EEA Work Year Calendar 2021-22

2021				
MON	TUE	WED	THUR	FRI
JULY				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
AUGUST				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
SEPTEMBER				
		1	2	3
6	7	8*	9	10 ^A
13	14	15	16	17 ^E
20	21	22	23	24 ^A
27	28	29	30	
OCTOBER				
				1 ^E
4	5	6	7	8 ^A
11	12	13	14	15
18	19	20	21	22 ^E
25	26	27	28	29*
NOVEMBER				
1*	2*	3*	4*	5*
8	9	10	11	12 ^A
15	16	17	18	19 ^E
22	23	24	25	26
29	30			
DECEMBER				
		1	2	3 ^A
6	7	8	9	10 ^E
13	14	15	16	17*
20	21	22	23	24
27	28	29	30	31

68

2022				
MON	TUE	WED	THUR	FRI
JANUARY				
3	4	5	6	7 ^A
10	11	12	13	14 ^E
17	18	19	20	21 ^A
24	25	26	27	28 ^E
31				
FEBRUARY				
	1	2	3	4 ^A
7	8	9	10	11 ^E
14	15	16	17	18 ^A
21	22	23	24	25 ^E
28				
MARCH				
	1	2	3	4 ^A
7	8	9	10	11 ^E
14	15	16	17	18 ^A
21	22	23	24	25*
28*	29*	30*	31*	
APRIL				
				1*
4	5	6	7	8
11	12	13	14	15 ^E
18	19	20	21	22 ^A
25	26	27	28	29 ^E
MAY				
2	3	4	5	6 ^A
9	10	11	12	13 ^E
16	17	18	19	20 ^A
23	24	25	26	27 ^E
30	31			
JUNE				
		1	2	3 ^A
6	7	8	9	10*
13	14	15	16	17 ^E
20	21	22*	23*	24*
27	28	29	30	

180

Sep 1	non-instructional workday (see 8.04.A.2)
19 Sep 2	non-instructional workday (see 8.04.A.2)
Sep 6	Labor Day
Sep 7	non-instructional workday (see 8.04.A.1)
Sep 8	first day of school
Oct 15	non-instructional workday (see 8.04.A.2)
Oct 29	reduced student day Elem & MS (conf prep, see 8.04.A.5)
18 Nov 1-5	reduced student day Elem & MS (parent conf, see 8.04.A.5)
Nov 11	Veterans Day
Nov 24-26	Thanksgiving Break
Dec 17	student/employee early release (see 8.04.A.3)
Dec 20-31	Winter Break (see 8.04.A.9)
Jan 17	Martin Luther King Jr. Day
23 Jan 31	non-instructional workday (see 8.04.A.1)
Feb 21-22	Mid-winter break (President's Day)
Mar 25	reduced student day Elem & MS (conf prep, see 8.04.A.5)
Mar 28-Apr 1	reduced student day Elem & MS (parent conf, see 8.04.A.5)
Apr 4-8	Spring Break
May 30	Memorial Day
16 Jun 10	reduced student day (see 8.04.A.7)
Jun 20	Juneteenth
Jun 22	last day of school - student/empl early release (see 8.04.A.3)
Jun 23+	potential inclement weather make-up days (see 8.04.A.6)

* = see note on right



schools closed



non-instructional workday (no students)

A = Administrator-facilitated LIF; E = Employee-facilitated LIF (8.04.D)