

**2024-2026**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**EVERETT EDUCATION ASSOCIATION**

**and the**

**EVERETT SCHOOL DISTRICT NO. 2**

**EFFECTIVE**

**SEPTEMBER 1, 2024 – AUGUST 31, 2026**

**COLLECTIVE BARGAINING AGREEMENT**  
between the  
**EVERETT EDUCATION ASSOCIATION**  
and the  
**EVERETT SCHOOL DISTRICT NO. 2**

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**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**EVERETT EDUCATION ASSOCIATION**  
**and the**  
**EVERETT SCHOOL DISTRICT NO. 2**

**PREAMBLE**

This Agreement is entered into by and between the Everett Education Association and the Everett School District No. 2, County of Snohomish, Washington. The signatories shall be the sole parties to this Agreement. Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

**ARTICLE 1.00 – RECOGNITION AND DEFINITIONS**

**SECTION 1.01 – RECOGNITION**

Pursuant to the Educational Employment Relations Act, RCW 41.59, the Everett School District No. 2 hereby recognizes the Everett Education Association as an employee organization and exclusive bargaining representative for all certificated nonsupervisory educational employees, as defined by said Act, of the Everett School District No. 2, which shall include substitute employees to the extent provided in Article 12.00. Casual substitutes are excluded.

It is agreed that certificated administrative positions in the Everett School District No. 2 which are excluded from the bargaining unit include:

- A. Superintendent;
- B. Assistant Superintendent;
- C. Directors;
- D. Principals – Instructional Leaders;
- E. Vice Principals – Administrative Assistants – Associate Administrators;
- F. Coordinators;
- G. Supervisors;
- H. Assistants to the Principal – Deans.

**SECTION 1.02 – DEFINITIONS**

Unless the context in which they are used clearly requires otherwise when used in this Agreement:

The term "Agreement" shall mean this entire contract.

The terms "Association" and "EEA" shall mean the Everett Education Association.

The term "Board" shall mean the Board of Directors of the Everett School District No. 2.

The term "District" shall mean the Everett School District No. 2.

The terms "certificated educational employee", "teacher" and "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in the Recognition Clause, except as otherwise indicated.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "per diem" shall mean the employee's base salary divided by the number of annual work days in Section 8.04.A (185 days). The term "per diem hourly rate" shall mean the employee's per diem divided by the number of daily work hours in Section 9.01.A.1 (7.5 hours).

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine.

Other terms shall be given their ordinary and common day meaning unless otherwise specifically defined in this Agreement.



## **ARTICLE 2.00 – STATUS AND ADMINISTRATION OF AGREEMENT**

### **SECTION 2.01 – MUTUAL CONSENT**

This Agreement may be amended or modified during its term only with the mutual consent of both parties.

### **SECTION 2.02 – RELATIONSHIP TO EXISTING WRITTEN RULES, REGULATIONS, POLICIES OR RESOLUTIONS**

This Agreement shall supersede any written rules, regulations, policies, or resolutions of the District which are contrary to its express terms.

### **SECTION 2.03 – CONFORMITY TO LAW**

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

### **SECTION 2.04 – DISTRIBUTION OF AGREEMENT**

The District and Association will equally share the cost of printing this Agreement in sufficient number to provide a copy to each employee provided that the Parties, by mutual agreement, may agree to print a lesser number and equally share the printing costs for the reduced number. Additional copies desired by either party will be paid fully by that Party. The District will provide a copy to new employees no later than the first day of work at the employee's assigned school. The Association will make all arrangements for the printing of the Agreement no later than thirty (30) days after ratification and will be responsible for distribution to all current employees. The District may post, by September 15 of each year, a non-editable official copy of this Agreement on the District website so that it is accessible to all employees, administrators, and the public, provided that no less than ten (10) days prior to the website posting, the District shall provide to the Association a copy of all bargaining agreements the District has with other unions or employee groups and a copy of the employment terms for each employee not represented by a union.

### **SECTION 2.05 – APPENDICES**

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

### **SECTION 2.06 – MEET AND CONFER**

Representatives of the Association and District shall meet and confer at least monthly to consider issues of concern which may be raised by either party.

## **ARTICLE 3.00 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **SECTION 3.01 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The parties jointly recognize that pursuant to laws of Washington State, the Board, as elected citizens, has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

In accordance with and subject to applicable laws, regulations and provisions of this Agreement, the Board retains the exclusive right to manage the District and to direct its employees. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board acts by and through its administrative and supervisory staff. The following are recognized management functions to be exercised consistent with this Agreement:

- A. To determine the administrative organization to manage the school system;
- B. To set up principles of interrelationships and working procedures whereby the Board, Superintendent, professional staff and lay people can exercise participation in determining educational and administrative policy in the operation of the schools;
- C. To prescribe courses of study, to include those required by the State Board of Education for use in the common schools of this state;
- D. To employ, evaluate, promote, assign, and transfer employees;
- E. To nonrenew, discharge, suspend, demote and discipline employees;
- F. To prepare and adopt an annual budget and other financial documents required by law;
- G. To establish school location, use, design, feasibility, need, and cost;
- H. To make necessary policies, rules, and regulations not inconsistent with this Agreement and deemed essential to the well-being of students within the District, provided that the District will provide notice to the Association no less than thirty (30) days prior to the effective date of any new or amended board policy or administrative procedures; and
- I. Reserve unto itself all of its legal responsibilities for the operation of a good common school, including the right to reject any and all recommendations and the right to revise its policies, rules and regulations from time to time to meet changing conditions. Board policies are appealable only to the Board, except to the extent that other legal remedies are available under law.

Any other management functions not specifically covered in this Agreement shall be retained by the Board and its designees provided that the right of the District under this Article to make policies, rules and regulations is not intended to waive the Association's right to demand bargaining on changes in wages, hours or working conditions that occur during the term of the agreement.

The District shall not be required to continue in existence any of its present programs in their present form and/or location or on any other basis.

## **ARTICLE 4.00 – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **SECTION 4.01 – EXCLUSIVITY**

Throughout this Agreement certain rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. These rights and privileges as the exclusive bargaining representative for non-supervisory certificated employees shall not be granted to any other organization (labor or otherwise) except as otherwise required by law.

### **SECTION 4.02 – ACCESS**

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Such Association official(s) shall notify the building principal's office and/or the District Superintendent's office (or designee) prior to entering a building (other than where the employee is assigned) for the purpose of contacting individual members of the bargaining unit.

The Association may use District buildings (including the civic auditorium at cost) for meetings in accordance with the following guidelines:

- A. For meetings that are intended to involve only members of the Association and/or the bargaining unit at a particular school and their invited guests, an Association representative shall notify the building principal or designee at least two (2) days prior to said meeting so that conflicts in scheduling of said facility can be avoided. The building principal or designee shall not unreasonably deny an emergency request if the use of said facility does not conflict with other use of said facility. Such meetings may be held at times before or after the employee workday or during the lunch time.
- B. For meetings that are intended to include members of the Association or members of the bargaining unit from a number of different schools, an Association representative shall notify in writing the District Business Office at least one (1) week in advance of the meeting for the purpose of avoiding conflicts with the District's or building's calendar, provided that an emergency request to the District for the use of the building will not be denied if said use does not conflict with other use of said building. Such meetings may be held before or after the regular employee workday.
- C. The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes and adjacent to the employee's duty free lunch; and (c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

### **SECTION 4.03 – MEMBERSHIP COMMUNICATION**

The District will make available bulletin board space in each school for the exclusive use of the Association to post notices of their activities and matters of organizational concern. Such bulletin board space shall ordinarily not be available to students and the public.

The Association will have the right to use intra District mail service and mailboxes (including electronic mail) for Association communication provided said use does not interfere with the operations of the District or require added costs for the District. An Association official shall be responsible for placing such notices in the mailboxes. Association use of these resources does not create an expectation of privacy for their use. The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities.

Only materials which relate to the Association's role as bargaining representative shall be placed on bulletin boards and/or distributed through the District mail. Such materials shall be on official Association letterhead or by-lined by the appropriate Association official issuing the communication and shall not contain anything of a partisan political nature. Status reports on legislation shall not be considered partisan political materials. A copy of all materials distributed pursuant to this provision will be provided to the Superintendent or designee. The Association, when distributing materials only at one building will provide a copy of the material to the principal of that building.

The Association may use regularly established District or building communication forums (intercoms, staff newsletters, staff bulletins, etc.) which are used to communicate with employees to inform members of Association business, such as meetings, deadlines or coming events.

The Association, in the exercise of the privileges granted herein, shall not violate any state or federal law.

Failure by the Association to abide by any of the provisions set forth herein shall be cause for the Superintendent to discuss the matter with the Association President. After such discussion any further abuse of this provision shall be cause for the District to cancel the Association's use of District mail service and/or bulletin board privileges.

#### **SECTION 4.04 – AVAILABILITY OF INFORMATION**

When available for release, the Board or its agents shall furnish to the Association, at no cost to the Association, the District's official budget and other regularly prepared financial reports.

The Board or its agents shall mail or electronically provide to the Association, at no cost to the Association, a copy of the agenda at least by the Friday preceding regular Board meetings. Supplementary attachments, which are necessary and pertinent to the agenda and not confidential, shall be included.

Minutes of public Board meetings shall be mailed or electronically provided to the Association.

On or before new employee orientation in August each year during the term of this Agreement, the District shall provide the Association with the following information regarding each employee in the bargaining unit: Name, address, position, hire date, work site, phone number(s), email address, years of experience, and FTE. This information shall be supplemented and revised monthly as changes occur through the personnel report from Board meetings provided to the Association president or designee. This is a right of the Association as the exclusive bargaining representative and employee information will be provided to third parties only when necessitated by law.

#### **SECTION 4.05 – PRESIDENT'S CONTRACT**

The District agrees to release the Association President from the employee's regular assignment on a full-time basis. Such release will be without loss of salary, tenure standing, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the total cost of the President's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid monthly, in advance, upon receipt of a billing by the District.

The parties agree that the President's release is for the benefit of the school district, its students, employees and patrons, in that its purpose is to achieve harmonious labor relations and a cooperative effort between bargaining unit members and school district management. The Association President shall provide service to the District by submitting a written annual report to the Board, setting forth the manner in which activities undertaken during the release benefited the District, its students, its employees and its patrons.

The above provision will be implemented for the next year upon the Association's written request made prior to the end of the current school year.

At the discretion of the District and upon request of the Association with reasonable advance notice, the District may release employees in addition to the President for an extended and specified period of time to

assist the Association and the President in efforts described above in paragraph 2. Compensation and reimbursement shall be handled in the same manner as described above for the Association President.

#### **SECTION 4.06 – SUBCONTRACTING**

In the event that the District is considering subcontracting work customarily performed by the District in its own facilities utilizing nonsupervisory employee positions which are and have been held by members of the bargaining unit represented by the Association, the Association shall be notified by the District at least thirty (30) days before any final decision is made. The District will, upon request, jointly review with the Association any subcontracts in place.

#### **SECTION 4.07 – ASSOCIATION DUES DEDUCTION AND AGENCY SHOP**

##### **A. Association Dues Deduction**

1. Upon receipt of a written employee Dues Deduction, Fair Share, Representation or other Authorization form from an employee, as defined under the "Recognition" section, the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues as designated by the Association, provided that no additional authorization over what has been provided previously will be required of employees hired before the effective date of this Agreement. Any change in the annual rate of membership dues as determined by the Association will require notification to the payroll department no later than by September 1 of each year. Such rate will be irrevocable for the term of one (1) year and not adjusted during the year, except in such circumstances that negotiations and ratification of an agreement takes place after September 1 or by mutual agreement by both parties.
2. Dues deduction authorization by an employee shall be on a form consistent with the "Association Dues Deduction" section.
3. It is understood and agreed that this dues deduction system is only for the collection of dues, assessments, and representation/fair share fees, and shall not be used for the collection of any Association imposed fines or penalties; nor will it be used for the collection of initiation fees or any other Association charge, except for duly received authorizations for WEA/PAC or NEA/PAC deductions. Employees who no longer wish to be members of the Association shall provide written notice to the Association and to the District Human Resources Department between August 1 and September 21 of any school year. District Human Resources will direct the employee to the Washington Education Association for the appropriate procedures to resign membership or stop representation payment/fair share.
4. The dues deductions authorized by the above provisions shall be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed.
5. Nothing in this section is intended to affect the District's obligations under RCW 28A.405.400.
6. These provisions shall be applied without cost to the employee or Association.

##### **B. Hold Harmless**

The Association will indemnify, defend, and hold the District harmless against any claims made against and any suits instituted against the District on account of the dues and/or agency fee deduction shop provisions of this Agreement and any information transmitted to the Association

with the dues. The District and Association will mutually agree as to selection of attorney. The Association agrees to refund to the employee any amount paid to it in error on account of the dues and/or fair share fee deduction authorization provision. If the Association or one of its agents is found to be in violation of any state, federal or other law, or the provisions of the preceding sections, the Association agrees to compensate the District for all legal fees incurred by the District in regard to such violation. The District agrees to notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this paragraph.

**SECTION 4.08 – ASSOCIATION LEAVE**

The District shall grant employees a leave of absence for the purpose of conducting Association business. Such leaves will be consistent with the orderly conduct of the District's total educational program and are subject to the approval of the Superintendent or designee.

The Association will make reasonable efforts to use non-school time as much as possible and limit the number of leaves to twenty (20) or less on any one school day. Except for unforeseen circumstances, requests for Association leave will be in writing or by other reasonable notice from the Association President or designee and shall be made normally no less than five (5) days in advance.

Such leave will be with pay and benefits. The Association shall reimburse the District for the cost of such salary and benefits of the substitute. Reimbursement shall be paid upon receipt of a billing by the District.

**SECTION 4.09 – ACCESS TO DISTRICT LEGAL INVOICES**

Upon request by the Association, the District shall provide, without redaction of the names of past or present bargaining unit members, copies of legal invoices received by the District for attorney services. Copies provided to the Association shall identify the total billing amount, the amount of any subcategory of legal services, and the full and complete invoice identification for services related to Association members, past or present. The District will respond to requests for this information on an expedited basis.

This provision does not limit, and shall not be construed as limiting, the Association's right to request and obtain documents from the District under Washington law, or under the provisions of the Collective Bargaining Agreement.

## **ARTICLE 5.00 – EMPLOYEE RIGHTS**

### **SECTION 5.01 – INDIVIDUAL RIGHTS**

Employees shall be entitled to full rights of citizenship. The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and District. Neither the District nor Association will engage in discrimination of any kind, including harassment, that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life except as may be impacted by law. The District shall treat employees with utmost professional regard, expect civil behavior from all teachers, administrators and employees of the District, students, parents and community members and will not tolerate intimidation, demeaning or rude behavior by any of the above persons.

### **SECTION 5.02 – RIGHT TO JOIN AND SUPPORT ASSOCIATION**

Employees have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The District will not discriminate or take reprisals of any kind against any employee who exercises rights under this Agreement. The District will inform all those newly employed contracted certificated personnel at the time of their employment that the Association is their bargaining representative.

### **SECTION 5.03 – JUST CAUSE**

- A. No employee shall be disciplined without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the employee in writing.
- B. The District is committed to and shall practice a policy of progressive discipline, which includes, but is not limited to, oral warning, written reprimand, suspensions without pay and/or termination as appropriate to the behavior which precipitates such action. Steps are skipped only in situations where the seriousness of the employee conduct constitutes just cause for discipline. Transfers to remedy employee misconduct shall be subject to just cause. The Association will be provided, at the time of issuance, a copy of any written disciplinary action.
- C. An employee shall be entitled to have present a representative of the Association during a disciplinary conference, including any meetings held to conduct an investigation that could lead to disciplinary action; meetings held to allow the employee to know and respond to the evidence or testimony relevant to specific concern(s) or allegation(s); and any follow-up meetings conducted after disciplinary action has been taken. When a request for representation is made, the meeting will not be taken until the representatives have been given the opportunity to be present, provided the meeting is not delayed more than three (3) working days. The employee shall be advised of the right of representation prior to any such meeting or conference, as described above. Prior to any discipline being administered, the employee shall have the right to meet with the District to hear and respond to all information gathered during the investigation of the allegation(s).

Employees, who are to be interviewed because they may have information that is relevant to a District disciplinary investigation but who are not under investigation themselves, shall have the right to have an Association representative observe the interview.

- D. Complaints against an employee covered by this Agreement made by parents, students, other non-school personnel or employees of the District will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) days of District receipt may not be used as the basis for any disciplinary action against the employee or included in said employee's personnel file. If disciplinary action may take place, the matter will be first discussed with the employee. The sources of any information, including the original complaint or information, will be provided to the employee if disciplinary action is taken.
- E. Personnel actions that result in discharge, nonrenewal, or adverse effect against an employee's contract status are not subject to the Grievance Procedure.

- F. Letters of direction are not disciplinary in nature and will not be issued in response to findings of misconduct. The Association shall be sent copies of a letter of direction at the time it is issued to the employee.
- G. An employee may be temporarily removed from the employee's regular assignment pending an investigation into alleged misconduct in accordance with the following:
1. This action shall not be considered disciplinary and shall be an administrative leave with full pay and benefits.
  2. This action shall only be taken in situations when the employee's continued presence in the workplace could threaten or endanger children, self or others, disrupt the educational or work environment, or interfere with an investigation. The District will, at the time the employee is temporarily removed from the employee's regular assignment, provide in writing to the Association President the specific reason(s) that warrant in the District's opinion why administrative leave is necessary and in accordance with this paragraph in this situation.
  3. The Association will be notified at the time an employee is placed on administrative leave.
  4. The employee and Association will be provided, in writing, the specific complaint or alleged incident to be investigated. The employee and Association will be updated in writing if the investigation extends to any other complaint or alleged misconduct.
  5. The District will confiscate the employee's badge and school keys only in cases alleging theft, destruction of school property, or unauthorized access to district property. The District will block an individual's access to district e-mail only in cases alleging misuse of district technological resources.
  6. The District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner. The administrative leave may extend beyond the investigation period no more than five (5) days, except when the District has given the employee a notice of probable cause for discharge.
  7. The District will inform the Association when interviews are being conducted with a member of the Association and, upon employee request, provide the opportunity for the employee's Association representative to observe the interview.
  8. The Association will be provided updates during any investigation including the current status, progress toward completion, anticipated conclusion and any expansion due to the nature, number or severity of the complaint or the number of individuals involved.
  9. The employee shall retain electronic access to the employee's health benefits and payroll information, including Employee Online. The District will ensure that any "all staff" communication relevant to payroll or benefits will also be communicated to the employee in a timely manner. The District will make every effort to ensure the continuation of health insurance for any affected employee.
- H. Upon the request of the Association, and as a matter of fundamental due process, the District will promptly provide copies of any documents or information obtained, received or utilized in any manner by the District to take disciplinary action against an employee. Any grievance timelines pending at the time of the information request shall be suspended while the Association is awaiting receipt of all information requested from the District to the information request. Prior to submitting any investigative report to OSPI the Association will be provided a copy and given three (3) working days to respond.



- I. When scheduling a meeting that is not disciplinary in nature, administrators will notify employees of all topics to be addressed.

#### **SECTION 5.04 – ACADEMIC FREEDOM**

Education may be fostered and promoted in an atmosphere in which academic freedom for staff is encouraged and promoted, with due consideration to the rights of the students and community in connection therewith.

Teachers are entitled to academic freedom subject to accepted standards of professional responsibility. These responsibilities are defined as commitment to democratic tradition; a concern for the rights, welfare, growth and development of children, an insistence upon objective scholarship; and recognition of the maturity level of students. The rights herein must be exercised consistent with any prescribed course of study determined by the Board as allowed by law.

#### **SECTION 5.05 – PERSONNEL FILES**

Employees shall be permitted to inspect during normal District business hours the District's personnel files of the concerned employee kept with the school district. Inspection must take place in the presence of an authorized secretarial employee as designated by the District, except that no prearranged appointment will be necessary for such inspection to occur. Confidential letters of recommendation and other confidential records received prior to employment shall be destroyed or returned to the source. All materials placed in personnel files will have date of entry placed on them. Anyone, at the employee's request, may be present for this review.

Upon request, one (1) copy of any documents contained therein shall be afforded the employee at employee expense.

A copy of any District generated written material concerning discipline, an investigation or an evaluation will be furnished the employee at the time it is placed in the District personnel file of the employee. Any materials maintained in a District investigative file involving an employee will be provided to the Association and employee at the conclusion of the investigation. Any document added at a later time will be contemporaneously provided to the Association.

Letters of direction or such directives of a similar nature may be retained in the building administrator's working file for up to one year and shall not be placed in the employee's personnel file at any time. At the end of each school year, other materials from a building administrator's working file will be destroyed.

Materials reviewed by the staff member and judged to be either derogatory to the staff member's conduct, service, character, or personality may be answered by the staff member in writing. Such written responses shall become a part of the employee's personnel file.

Any written disciplinary action taken by the District which are more than three (3) years old from the date of the initial report of the incident shall be removed from an employee's personnel file, upon request of the employee, provided said employee has no related disciplinary actions in the employee's file during the three (3) year period.

Any incident not reduced to writing within forty-five (45) days from the completion of the investigation of a reported incident shall not later be added to the personnel file, an investigation file, or any file maintained by the District.

Upon request, employees will receive a copy of all forms signed for District and State compliance requirements. Employees believing they have not been adequately trained may request additional training before signing compliance forms.

## **SECTION 5.06 – EMPLOYEE PROTECTION**

- A. The District shall legally defend an employee in civil actions which are alleged to have been caused in whole or in part by the employee while performing or failing to perform assigned duties as an employee of the District under the provisions of the District's liability policy. Said liability policy shall be maintained at least at the dollar coverage provided on the effective date of this Agreement. When determined by a court of competent jurisdiction an employee is found to have committed gross negligence, a violation of law, or has committed a criminal act this provision is nullified and the employee is responsible for all the employee's legal and liability costs associated with the above civil action.
- B. Any case of assault or battery upon an employee during working hours shall be promptly reported to the District Administration Office or its designated representative. The District shall assist the certificated employee in handling the incident by law enforcement authorities.
- C. The District shall provide employee protection through employee injury insurance as provided by law.

Additionally the District shall provide personal property protection to the extent of \$1,000 per employee for each claim. This protection will apply when damage occurs to an employee's property when engaged in the maintenance of (1) order and (2) discipline and (3) the protection of school personnel and the property thereof when that is deemed necessary by the employee.

- D. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance Benefits in the form of time-loss payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's base and TRI salary (under no combination of the above shall an employee be paid greater than their current salary amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss payments. Under the first option, deductions from accumulated sick leave will be made on the same pro rata basis. Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Workman's Compensation Award) for the balance of the school year, and then shall be entitled upon verification by a physician of the employee's ability to perform to return to service by the immediate beginning of the following school year. Employees who, prior to qualifying for compensation under Labor and Industries rules and regulations, take illness, Injury and Emergency leave due to an on-the job assault by a student or parent, shall have up to three days of such leave credited back to their leave balance.
- E. During the term of this Agreement, the District will make a reasonable effort to provide each employee a safe and secure place for personal belongings. This may include a desk, locker, storage cabinet, closet, or file drawer, which can be locked.
- F. To assist employees in the exercise of their right to report any unlawful discrimination or harassment in the workplace, the District shall provide within all staff handbooks functioning links to complaint forms and reporting processes under District policies and procedures, and under federal, state, and local laws.

## **SECTION 5.07 – STUDENT BEHAVIOR**

- A. The parties recognize that student discipline is a joint responsibility of certificated employees and the District. All parties acknowledge that these provisions are subject to the due process requirements of state law regarding disciplinary actions regarding students.
- B. Certificated employees will exercise professional judgment in the area of student discipline.

- 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.
- D. To assist employees in the exercise of their student disciplinary efforts, the District shall:
1. Ensure that the building administrator and all employees in a school building confer and discuss at least annually prior to the first student day in order to review written building and District disciplinary standards and the consistent and effective enforcement of those standards. Teachers shall be trained how to report student behavior incident(s) and access related student information. This meeting shall be used to communicate and update all employees regarding applicable federal, state and local laws and District rules, regulations, procedures, and contractual rights pertaining to student and employee rights in responding to student behavior.
  2. Recognize and support an employee's use of such reasonable physical restraint as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from damage or theft. A student who has threatened, attacked, physically abused or injured an employee shall not be returned to the class or activity period without mutual agreement of the employee and the building administrator on a written plan which identifies what communications have been held with the students' parent(s)/guardian(s), what discipline or other corrective action was applied, and any mediation, relationship restoration, behavior plan, safety plan and/or other supports that are or will be put in place.
  3. Recognize and support the right of employees to expect behavior from all students that is not in violation of applicable law, District policy or building procedures including policies that protect students and staff from harassment, intimidation and bullying.
  4. 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 the employee's 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 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 designee and the employee have conferred. While the student is excluded, the teacher shall have the right, at their request, to address the student while an administrator provides class coverage. When a student's behavior routinely leads to room clears or routinely and substantially disrupts the learning environment, 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). This collaboration shall occur within one week of the initial teacher request, include a plan to be implemented in the interim, and include a protocol for reviewing and updating the interim plan on a weekly basis until the appropriate referral process has been completed.
  5. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student, and to participate in the development of behavior plans to address unsafe or disruptive behaviors from individual students. Where such recommendations are made, but not agreed to by the administration, the administration shall provide an explanation to the employee regarding their disposition of the recommendation.

6. Recognize the importance of communicating and responding to all employee requests regarding student discipline problems, by responding as soon as possible to all unsafe behaviors and by acknowledging any other administrative referral within two (2) school days and shall include a timeline for the incident to be addressed. When the District implements a new student information system, the system shall include a common process to report, monitor, inform, track, and respond to student behaviors identified by employees across all schools. Employees shall have access to all related behavior information for students on their roster.
7. Inform any teacher about a student who evidences behavior(s) that could present a safety problem to students or the employee. Prior to the student's entry to a teacher's classroom, employees at risk will be informed of the nature of the dangerous behaviors the student may exhibit and a written safety plan will be provided that sets forth the boundaries and guidelines for the student's conduct.
8. Recognize the right of an employee directly involved in a student disciplinary or parent meeting to have an individual accompany the employee at the meeting. This clause does not relieve the parties of a duty to maintain student privacy under state or federal law.
9. Recognize the importance of civil behavior from all stakeholders in the District. The District shall provide a process and protection for employees who have been subject to uncivil behaviors from students and/or their family including harassment, intimidation, and bullying.

#### **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 and up to three (3) additional days, if necessary.
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).

#### **SECTION 5.08 – INDIVIDUAL EMPLOYEE CONTRACT**

The District shall provide each employee a contract in conformity with this Agreement. Said contracts shall contain at least the following:

"This contract shall be subject to and consistent with Washington State law and the terms and conditions of the Collective Bargaining Agreement between the District and the Everett Education Association. In the event that any of the provisions of this individual employee contract shall be inconsistent with the provisions of the Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail."

At the time employees are issued contracts for their signature (that have been pre-stamped with the signature of the superintendent) they are asked to return one (1) original to the District and keep the other copy for their records.

Individual contracts for the ensuing year shall not be issued prior to May 15.

#### **SECTION 5.09 – RELEASE FROM CONTRACT**

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

- A. A letter of resignation must be submitted to the Superintendent's office.
- B. A release from contract for the ensuing year shall be granted provided (1) a letter of resignation is submitted prior to July 1; or (2) the employee's assignment was changed by the District after the employee signed the contract.
- C. If an employee has not resigned or given notice in accordance with B above, then a release from contract for the ensuing year shall be granted provided a satisfactory replacement can be obtained.
- D. A release from contract shall be granted upon the employee's request in case of illness or other personal matters which make it impossible for the employee to continue in a Washington state school.

#### **SECTION 5.10 – SUPPLEMENTAL CONTRACT**

Normally, supplemental contracts will be issued before any service is performed under such contract. A reasonable effort will be made to make supplemental assignments no later than the end of the first calendar week of September and contracts will have been issued to the employees by that time so as to allow their return in time to meet the September payroll. Payment under the supplemental contract shall be prorated from the date of signing through the remaining months of the fiscal year.

Posting to the building staff and Association through a written notice as far in advance of the date of the opening, but in any event not less than one (1) week prior to the filling of the opening, shall be required for all new and vacant extracurricular activity positions, unless such activity is an integral part of an employee's regular assignment. If no qualified individual at the building applies, the District will post the opening throughout the District for ten (10) workdays. Such postings shall include, if known, specific assignment and school, the qualifications for the position, the procedure for applying, assignment dates and rates of pay. During the school year, such postings shall be placed on the faculty bulletin board at the school having

the extracurricular assignment, on the Job Listings conference folder in the District e-mail system, at the Human Resources Department, and shall be sent to the Association office.

## **SECTION 5.11 – ASSIGNMENT AND TRANSFER**

### **A. Definitions**

For the purposes of this Section, the terms below shall be defined as follows:

1. Transfer – A "transfer" shall mean moving of an employee from one (1) building/program to another, except when an employee is assigned to a program that changes location and the employee moves with the program.
2. Voluntary Transfer – A "voluntary transfer" shall mean an employee-requested transfer.
3. Administrative Transfer – An "administrative transfer" may be initiated by the District due to an extraordinary and extreme disruption of the school's working environment caused solely by an employee. The specific and full reasons for such a transfer shall be provided to the employee and Association President prior to the assignment to another school in order to provide an opportunity for discussion and problem-solving before the transfer happens.
4. Surplus – A "surplus" shall mean any staffing exceeding the needs of a building or program as determined by the District. For example, an employee with a .700 FTE, the District may assign .400 FTE of the employee's time in the employee's current building and transfer .300 FTE to another building/program. This also included the case of when a program is closed or eliminated by the District.
5. Unassigned Employee – An "unassigned employee" shall mean any employee displaced from a particular building/program and any employee volunteering to transfer in response to a surplus at a particular building/program.
6. Assignment – An "assignment" shall mean the placement of an employee in a particular grade level, subject area or specialty area.
7. Reassignment – A "reassignment" shall mean a change in an employee's assignment. A reassignment may or may not involve a transfer, depending on whether the reassignment is to a different building/program.
8. Open Position or Opening – An "open position" shall mean any vacant or new position the District intends to fill through hire or voluntary transfer.

### **B. General Provisions**

1. The District will endeavor to fill positions through the voluntary process, but it is understood that all reassignments and transfers are made at the sole discretion of the District and shall be in accordance with the provisions and criteria of this Section 5.11.
2. All employees shall be subject to transfer, assignment, and reassignment of duties by the Superintendent. To assure the pupils are assigned to employees working within their areas of competence, the administration will make a reasonable effort to assign employees to subjects, grades and/or classes covered by their certification/ endorsement(s).
3. In the determination of reassignments and transfers, the needs of the District, as well as the desires of the employee, shall be considered.

4. During the school year, to avoid disruption of the educational program, letters of interest for openings shall only be considered with approval from the Assistant Superintendent of Human Resources.
5. The procedures in this Section shall not apply to employees on non-continuing contracts.
6. The District will have an early Special Education transfer window in January. After this transfer window, the District may hire special education teachers and specialists (e.g., SLP, OT, PT, school psychologists) before considering transfer requests under Section D.4 below.

**C. Assignments Within Current Building/Program**

1. The building principal and/or program manager shall assign employees within a building and/or program to a grade level, subject(s) and/or specialty area, consistent with the employee's endorsement(s).
2. Requests for a change in assignment within a building and/or program are to be submitted to the building principal and/or program manager between March 1 and April 1 of each year. Assignments that offer additional compensation from outside third parties (i.e.: College in the High School) shall be publicized to all staff.
3. Employees will be informed of preliminary assignments for the following school year no later than May 15 each year. When changes in employee's assignments are made for the ensuing school years, the employee shall be notified as early as possible, but no later than the last day of the current school year. This does not preclude changes in assignments after this date.
4. Elementary general education classroom teachers shall not be involuntarily reassigned more than two (2) times over five (5) years (not including split grade-level classes formed from a teacher's current assignment). Upon request, an employee shall be provided specific reasons, in writing, why a requested assignment was denied, why an employee was given an involuntary reassignment, or did not receive a continuing contract.
5. If a prospective change of assignment within a program also involves a change of buildings, the employee(s) affected shall have at least five workdays to notify the District, in writing, based on their interest and qualifications, what buildings/assignments are preferred. Employees may list up to six (6) building/assignment preferences as well as any buildings/assignments the employee would not prefer. The numerically ranked preferences will be considered by the District in determining the assignment of the employees.
6. The term "program" in this section shall mean the Special Services Department (by specific categories of teachers, school psychologists, SLPs and OT/PTs), and ML 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.
7. When a school's student service category is equal to or anticipated to be greater than the current year, the current employee(s) in the category assigned to the school shall, at the employee's option, continue to be assigned at the same school for the following school year. The employee may accept a lesser FTE assignment at the current school and the balance of the employee's assignment may be located at another school. When two (2) or more employees share the school's student service category and the total student service category is reduced for a succeeding year, the District will consult with the potentially affected employees to consider the interests of the employee(s) and jointly determine the best possible alternative assignment. The first objective shall be to maintain consistency and continuity of services by assigning at least one of the affected employees at their current school.

8. All employees shall have an equal opportunity to promote their program.

**D. Criteria for Transfer – Voluntary or as Unassigned Staff**

1. All transfers will be based on qualifications for the position. Qualifications include having appropriate certification and may include, as determined by the District, such other criteria as:
  - a. having appropriate training;
  - b. having prior successful experience in a similar position;
  - c. having the ability to meet other program needs including but not limited to multi-age instruction, looping, inclusion and the ability to work with special education students, team teaching, interdisciplinary instruction, and assuming responsibilities for extra-curricular positions represented by the EEA under this Agreement;
  - d. endorsement(s); and
  - e. length of service with the District.
2. Employees on probationary status in accordance with Article 10 will not be considered for transfer, unless otherwise agreed to by the District and Association. Teachers in their first five years teaching with a final cumulative evaluation score of 'Basic' shall be considered for any position for which they are qualified.
3. A transferred or unassigned employee may request to transfer the year following their transfer.
4. Voluntary Transfers
  - a. Each year prior to March 1, the District shall solicit interest and preferences for voluntary transfers from all employees including Transitional Kindergarten teachers. The District shall open an internal transfer process consistent with subsection 5.11.D.4.c below no later than May 1 each year.
  - b. Employees seeking a voluntary transfer for the following school year shall submit a transfer request in response to an internal or external posting.
  - 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 one voluntary transfer 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.
  - d. Positions filled after the start of the school year are subject to Section B.4 above.
  - e. The Human Resources Department will notify employees who are granted a transfer in writing.



- f. The Human Resource Department will notify, in writing, employees who are not granted their requested transfer. Upon the request of the employee, the employee will be informed of the reason(s).
- g. Employees with at least 0.5 FTE are allowed to transfer or be reassigned once each school year to a position with a greater FTE under the provisions in paragraph c and Section 5.11.C above.
- h. Student teacher interns and District employees earning professional educational certification through a District-sponsored “grow your own” or residency program may be considered for internal or external postings at the same time as other employees under Section 5.11.D.4.c above.
- i. All Transitional Kindergarten teachers shall have the ability to access internal transfers and reassignment according to this section regardless of whether the teacher is on a continuing or leave replacement contract.

5. Unassigned Staff

- a. The District shall notify the Association when it determines that a potential surplus of staffing exists for a building or program. The District also shall notify the Association when an employee is identified as being unassigned. After the District determines a potential surplus of staffing exists for a building or program, the principal/program manager shall consult with the employees in that building/program to determine whether anyone is interested in a transfer as unassigned staff. Though the District shall consider any such interest, the decision as to accepting the employee’s voluntary designation as an unassigned staff member belongs to the District.

Consultation during summer months when school is not in session will be by e-mail notification to employees of the school/program in order for any employee to express interest in a transfer as surplus staff.

- b. Unassigned employees subject to transfer the following school year shall have five workdays to notify the District, in writing, based on their interest and qualifications, what buildings/programs and assignments are preferred. The unassigned employee shall be informed of any known open positions at the time of the final designation as unassigned.
- c. Employee transfer preferences shall be limited to six buildings/programs and two assignments per building/program. The numerically ranked preferences will be considered by the District in determining the transfer assignment of the employee.
- d. The transfer application will also contain an area to indicate schools/buildings that the employee would not voluntarily transfer to, and the District will in good faith endeavor to honor that information when making its decision.
- e. If there are two or more qualified and interested unassigned employees for the same position, the District will assign the employee with the greater length of service with the District. An employee with twenty (20) or more years of service in the Everett School District at one instructional level (K-5, 6-8, 9-12) may decline an assignment to another level.
- f. The District will make a good faith effort to work with Principals to surface their openings as soon as possible and will attempt to confirm to the employees (in writing) all placements completed prior to May 15 before the end of the school year.

- g. Employees transferred as unassigned staff, who are assigned to a school of preference, shall remain at that school through the following school year, unless there is an opportunity, consistent with the employee's certification, to return to their previously assigned building/program prior to the first work day of the unassigned transfer school year.
- h. Unassigned employees will be given priority consideration for three (3) years to return to their previously assigned position, if the position becomes open; provided the return can be accomplished at the beginning of a school term. These employees may also elect to voluntarily transfer to another school/building following their unassigned year.
- i. An employee will not be involuntarily unassigned and subsequently transferred more than once during the same school year and will not be involuntarily unassigned two consecutive school years.
- j. If it is no longer necessary to unassign an employee who has received notice of unassignment, it shall be the employee's choice to maintain the new assignment or return to their prior assignment.

**E. Transfer Notice**

For an employee voluntarily, or via unassigned status, or administratively transferred during a school year, the employee shall receive at least four (4) days verbal notice before reporting to a new building/program. In any case, the verbal notice shall be followed by a written notice confirming the transfer assignment. The employee, at the employee's option, may waive the above notice requirements.

**F. Posting of Open Positions**

- 1. All open positions shall be posted internally and externally for at least five (5) days. Position postings shall be available on the District website and in a district-wide e-mail conference folder. An electronic copy will also be sent to the Association President. For posted positions any employee with the appropriate endorsement (except those previously surplus transferred) may apply for a voluntary transfer.
- 2. The posting requirement contained herein shall not be required for any position (a) to be filled by individuals in the layoff employment pool, (b) through an internal building/program reassignment, (c) for a leave replacement, or (d) that becomes open on or after July 10 through the end of September.

**G. Assistance in Moving Materials and Preparing for New Assignments**

- 1. Upon request, all transferred employees and employees directed to change teaching locations within a school 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 reassigned at least .5 FTE of their assignment or to a new instructional location within a school during the work year shall be offered at least one (1) released day to prepare for the new assignment or location. At employee discretion, this day can be taken as a paid day at the substitute rate of pay.
5. All employees reassigned to a new instructional location within a school between work years 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.

#### **H. Intra-District Voluntary Staff Exchange**

1. With approval by both staff members and their administrators, two (2) staff members may exchange job positions for one (1) full school year. Such exchanges are temporary and each staff member will be placed at the staff member's original school for the following year's staffing.
2. After the year, if all four (4) parties agree, the transfers can become permanent placements, subject to all of the other transfer and assignment language of this Section 5.11 with the understanding the year of the initial exchange does not count as a transfer.

#### **I. Shared Contracts**

1. Shared contracts are defined as 1.0 FTE elementary general education classroom positions with two teachers assigned to one position. Shared contracts may occur either as a result of District staffing or when a written staff proposal has been approved by the supervising administrator. The terms and responsibilities of a shared contract assignment (including but not limited to the individuals involved, workdays, meetings, involvement in professional development, overload pay) shall be divided according to an annual plan developed by employees and approved by Human Resources.
2. Certificated employees sharing a full-time contracted position shall share pro rata in one (1) leave and insurance benefit package as provided in the Collective Bargaining Agreement. Certificated employees sharing one (1) full-time contracted position may choose to each access a pro-rated portion of a health care allocation, as determined by their individual FTE (e.g., 0.5 FTE employee to receive 50% of the allocation). This Section I will reopen upon the request of the District or Association if the transition to the State Employee Benefits Board (SEBB) requires the funding of more than a 1.0 FTE benefits package for employees sharing one contracted position.
3. Shared contract employees may substitute for one another at the substitute rate of pay.
4. Employees proposing a shared contract assignment must have a plan in place no later than June 1 of the preceding school year. In the event that an employee proposed plan is not in place by June 1, the existing shared contract employee must decide to (a) work full-time if the employee holds a 1.0 entitlement, (b) take leave, (c) accept partial or full reassignment, or (d) resign from employment. In the event one shared contract partner is released from contract after July 1, the remaining partner will have ten (10) calendar days, but no later than August 10, to find a new acceptable shared contract partner before the existing shared contract employee must choose one of the four (4) options above.

**J. Staffing for New Schools and Worksites**

The District and the Association both strive for a clear, fair and transparent process to staff a new school or worksite. Procedures for staffing the new school or worksite shall be jointly developed in a shared leadership process and published to all staff. Both the District and the Association also strive to minimize disruptions to the current educational program by maximizing voluntary transfers and limiting involuntary transfers to the greatest extent possible.

**SECTION 5.12 – ELECTRONIC SECURITY**

Except pursuant to a court order, the District will not allow the installation of a video camera or use other video technology in a classroom or an Association-represented employee's assigned workspace without the prior written approval of the Association President. Cameras in large, shared common workspaces will be turned off during instructional time. In the event of a request for such approval, the President will respond in writing within three (3) school days of the request. The District will notify the Association should a court order be issued within 48 hours.

The District will not use other electronic equipment or digital technology to observe or monitor an employee in a classroom or workspace without the employee's prior knowledge and permission. Such technologies may be used to observe or monitor an employee without an employee's permission only to document or investigate specific allegations of misconduct, provided the Association is notified within twenty-four (24) hours of such use by the District or agents of the District.

The District and Association will review any allegation that a video camera is observing or monitoring a workspace. In places where video cameras are not adjusted, alternative workspaces or options will be provided.

**SECTION 5.13 – NON-CONTINUING CONTRACTS**

No employee shall be employed on a non-continuing contract of .6 FTE or greater that begins prior to February 1 for more than two (2) consecutive years. An employee with successful evaluations on a non-continuing contract of .6 FTE or greater that begins prior to February 1 shall be first hired for a continuing contract position for a succeeding year for any position for which the employee qualifies. This preference shall include the employee's right to a position that increases the employee's FTE status to a full-time position. Employees on written non-continuing contract shall be paid both a base salary and a TRI salary in accordance with Section 8.01.

**SECTION 5.14 – ENROLLMENT OF EMPLOYEE'S CHILDREN**

The District shall allow certificated staff members to enroll their children at the school to which the employee is assigned, or at a school forming the District's P-12 continuum which includes the school to which the employee is assigned. If an employee transfers schools which results in a new feeder pattern, the employee will have the option to keep the employee's student in the current pattern or to move the student to the new one.

**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 (MTSS, special education, etc.).

## ARTICLE 6.00 – EMPLOYEE RESPONSIBILITIES

The roles of employees shall be defined to meet the established and educational needs of current instructional programs. Examples of activities consistent with the role of employee are: teaching, counseling, supervising, disciplining, communicating, planning, self-improving, and those listed below:

- A. In accepting a position and in accordance with law, an employee assumes a shared responsibility with the total building staff for supervision and maintenance of student behavior in their classes and other assigned activities.
- B. Employees are encouraged to participate in professional staff development activities to enhance competence in the use of educational materials, instructional programs, and other professional skills.
- C. Employees accept the principle that when performing assigned tasks and tasks normal to their daily work, their performance shall be subject to evaluation consistent with the evaluation procedure and criteria contained in this Agreement or consistent with state law.
- D. Employees shall be available at reasonable times for parent conferences and student help and shall schedule conferences with parents when it is required for the student's success in the instruction program.
- E. Each teacher shall make adequate daily and long-term preparations and shall have adequate plans available for use by substitutes.
- F. Employees shall encourage and support school functions outside the regular instructional program which may contribute to the pupil's development in attitudes, appreciations, behavior, and special abilities, though this does not require attendance at all such functions.
- 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.
- H. Except for the duty-free lunch period, and except as provided for in other Sections of this Agreement, nonteaching time of a teacher shall be devoted to such activities as the following: the instructional program; conferring with parents, teachers, pupils, administration and supervisors; studying and maintaining records; and reasonable rest periods.
- I. Sick leave abuses, chronic tardiness or absence, or other deficiencies in professional performances are subject to appropriate disciplinary action by the District.
- J. Teachers shall assume responsibility for appropriate achievement gains of the pupils they are assigned to teach. The degree of appropriate achievement gains will be relative to the student's abilities, and the factors of home, economic and social environment as they relate to the student's school progress. Teachers, when appropriate, shall utilize the results of tests and other evaluative criteria and measures to improve the effectiveness of their instruction. Teachers, where appropriate, shall use the counseling and special services of the District to improve their instructional efforts.
- K. Employees shall have available for administrative review and evaluation such records as lesson plans, student evaluative materials, and grade books. Upon employee or administrator request, the administrator and employee will discuss the records prior to review. Administrators shall not collect weekly lesson plans unless the employee is demonstrating performance deficiencies identified through the evaluation process being conducted for the current school year in accordance with Article 10 Evaluation.

## ARTICLE 7.00 – LEAVES

In Article 7.00 of this Agreement various leave provisions are contained. The use of "may" in any leave provision means that leave requests shall be considered on a case-by-case basis, and whether such requests are granted shall be at the sole and final discretion of the Superintendent or other designated District official; provided that such authority shall not be exercised in such a manner as to eliminate any such discretionary leave provision. Employees exercising leaves under these provisions and all leave statuses are subject to the Layoff and Recall provisions. Employees who are on a leave "without pay and benefits" upon authorization shall have the right to stay enrolled in any of the medical insurance plans provided by Section 8.10 by advancing the District for the monthly premium in accordance with District procedure.

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.

### SECTION 7.01 – ILLNESS, INJURY AND EMERGENCY LEAVE

#### A. Illness and Injury Leave

Illness and injury leave shall be provided to all employees and governed by the following provisions:

1. 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 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 pro-rated by FTE (e.g., .500 FTE receives 6 full days of illness and injury leave per school year).
3. An employee who has received prior approval for a leave of absence to start at the beginning of a school year shall not be credited with front-loaded illness and injury leave for that period of time when the employee is on an unpaid leave of absence.
4. Employees coming back to start the school year who only work less than twenty (20) contracted days before taking an extended leave of absence shall only receive a prorated portion of the annual illness and injury leave and shall not be granted the full twelve (12) days leave.
5. An employee who commences active duty at the start of the school year and later it becomes necessary to take illness and injury leave due to suddenly precipitated conditions where no preplanning was possible and the leave is approved, will be credited with twelve (12) days front-loaded illness and injury leave.
6. In the event an employee terminates employment with the District during the school year having used, because of advanced crediting, more illness and injury days than earned on an annual pro rata basis, an adjustment to salary due but unpaid, or procedures for repayment, will be implemented as appropriate.
7. The Human Resources Department shall be responsible for determining the amount of illness and injury leave that an employee is to be allocated during any school year according to the provisions in this section. If an employee is not satisfied with the determination of the amount of illness and injury leave awarded by the Human Resources Department, they may appeal the determination to the Appeals Committee.

An Appeals Committee shall be established to hear the appeal of any employee related to a decision of the Human Resources Department relative to the issues in paragraphs 4, 5 and 6 above.

The Appeals Committee will be composed of two members of the Human Resources Department and two members representing the Everett Education Association.

The Appeals Committee will make recommendations to the Director of Human Resources regarding issues of front-loading sick leave to employees who request leaves of twenty (20) days or greater to commence during the first twenty (20) contracted days of each school year.

The Director of Human Resources shall review the decision of the Appeals Committee and issue a decision relative to the amount of illness and injury leave to be provided to the employee for that given school year.

Nothing in this part of Section 7.01, paragraph 7, shall prohibit an employee from using the grievance procedure to resolve an issue of concern.

8. 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.
9. Absence due to injury incurred in the course of the employee's employment shall be as provided in Section 5.06.D.
10. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District unless the amount of leave is increased or decreased as a result of employment in another school district.
11. All illnesses of more than five (5) consecutive work days may require when the District has sufficient reason to need a signed statement from a health care provider verifying the reason for leave and/or the employee's fitness to return to duty. At no time will an employee be asked or required by the District to provide a release of the employee's personal medical information except as related and limited to (a) eligibility for leave or benefits; (b) fitness for return to work; or (c) eligibility for and the nature of requested accommodations. Prior to the use of medical related forms in 2012-13, the District and Association will confer, review, and change, if necessary, such forms to ensure they conform to the Parties' agreement herein.
12. If leave benefits are exhausted, the District shall provide written notice of that fact and shall advise the employee that upon written request, the employee 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. 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.
13. Upon request, the District will inform any employee of the status of accumulated sick leave.  
  
Nothing herein shall be interpreted to deny said employee, upon exhaustion of all leave provided by this Section, from applying for additional leave under "Other Personal Leaves" provided in this Agreement.
14. Employees may use sick leave to care for (a) the employee's child with a health condition that requires treatment or supervision, or (b) the employee's spouse, domestic partner, sibling, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

**B. Leave Sharing**

The District and various employee groups, including the Association, have cooperatively negotiated a leave sharing program, herein incorporated as Appendix 1. Any changes in said program during the term of this Agreement shall be negotiated in the same manner as the original program.

**C. Emergency Leave**

1. Emergency leave subtracted from accumulated sick leave, may be taken in accord with the following conditions:
  - a. The problem must have been suddenly precipitated, must be of such nature that pre-planning is not possible or where pre-planning could not relieve the necessity for the absence.
  - b. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.
2. Emergency leave will not be granted for reasons connected with other leave provisions contained in this Agreement, unless otherwise expressly provided.
3. A written application for emergency leave must be submitted to the Human Resources Department on the day of return to work.
4. In the event school(s) have a late start time due to weather conditions or other emergency closure circumstance, employees will be expected to arrive at school as close to the regular workday start time as is safe. Employees will not need to use Emergency Leave unless they arrive after the start of the student day. In the event school(s) have any early student dismissal due to weather conditions or other emergency closure circumstance, employees will be expected to remain on-site until the supervisory and safety concerns of students have been met. In such situations, there shall be no reduction of the employee's pay or deduction of leave benefits.

**D. Sick Leave Cash Out**

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. 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 qualify pursuant to RCW 28A.400.210 and currently includes all employees who cash out unused sick leave from the prior year or 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.

**E. Religious Holidays**

In the event an employee's religious affiliation requires observation of holy days during the regular workday, the employee shall be granted up to three (3) days paid leave per year, subtracted from accumulated illness and injury leave.

**SECTION 7.02 – PERSONAL LEAVE**

Three (3) days of paid leave per year shall be granted an employee for personal reasons. The employee shall not be required to give reasons for the leave other than it is "personal." Personal leave may be taken in one-half or full day increments. No more than fifty (50) employees may use this unrestricted personal leave day on a day adjacent to a holiday or vacation break. At the end of the school year, unless notified by the employee, the District will cash out employees' unused discretionary personal leave days. The rate of compensation shall be one hundred fifty dollars (\$150) per day. This cashout provision shall not apply for the following school year and thereafter if the last maintenance and operations levy failed.

Upon notification by the employee, up to two (2) unused personal leave days may be carried over into the next contract year. In the school year that an unused day is carried over, such day shall be the first to be used before the use of the annually allocated three (3) days. If the carried over day is not used, it will be automatically cashed out.

**SECTION 7.03 – PARENTAL LEAVES**

**A. Child Health Condition Leave**

Employees may use sick leave to care for the employee's child with a health condition that requires treatment or supervision. Applicable sick leave provisions apply. See Section 7.01.A.14.

**B. Long Term Child Care/BirthAdoption/Fostering Leave**

1. An employee shall be granted upon request a leave of absence for a period not to exceed one (1) year to care for the employee's child up to age eighteen (18), or to care for the employee's child who has recently been adopted or for whom the employee has just acquired custody. Such leave shall be taken on consecutive days, except when such leave qualifies for intermittent leave under FMLA or the Washington PFML.
2. This leave shall be on a paid or unpaid basis, depending on which of the following types of leave the employee qualifies for and chooses to use:
  - a. Birth/Adoption/Foster Leave (subsection C below);
  - b. Sick leave (Section 7.01) regardless of whether the child has a health condition that requires treatment or supervision;
  - c. Personal leave (Section 7.02);
  - d. Shared leave donated by colleagues (Appendix 1);
  - e. Washington Paid Family Medical Leave (PFML);

- f. Leave under the state/federal Family Medical Leave Act; or
  - g. Unpaid leave.
3. An employee who desires to take a child care leave shall request such leave at least one (1) month in advance of the estimated beginning date of the leave. The District may waive this one (1) month requirement in emergency circumstances. Except as otherwise mutually agreed by the employee and the District, the child care leave shall end at the end of an academic term at the employee's school. The leave request shall include estimated dates of beginning and ending of the leave.
  4. Upon return from child care leave, an employee shall be entitled to a position in the District except where otherwise provided by law in connection with termination or nonrenewal. The employee will be placed in the original position or in an appropriate comparable position unless the employee requests and is granted a change of assignment. The employee will retain the rights and benefits commonly afforded certificated employees in returning from a leave, including those under the continuing contract laws of the State of Washington. When an employee is not placed in their original position, they will be given priority consideration for three (3) years to return to their previously assigned position, if the position becomes open; provided the return can be accomplished at the beginning of a school term.
  5. An employee may elect and shall have the right upon notification to the District to stay enrolled in any of the benefit insurance plans provided by Section 8.10 when eligible under existing SEBB rules or our CBA, and/or to pro-rate any remaining compensation over the balance of the contract year and receive such regular monthly payments.
  6. An employee shall be granted a leave of absence for a period not to exceed one (1) year for the birth, adoption, or fostering of a child.
  7. An employee will be granted up to five (5) days non-accumulative paid leave per year for a birth, placement for adoption, or foster placement occurring during or adjacent to the employee work year.
- C. Nothing in this Section 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.

#### **SECTION 7.04 – MATERNITY DISABILITY LEAVE**

- A. A maternity disability leave of absence shall be granted upon an employee's request as a result of the employee's pregnancy-related disability for the period of time, before or after birth. Accumulated sick leave may be used during the period of disability. If the requested use of accumulated sick leave exceeds six weeks, written verification from the employee's personal physician or licensed practitioner for the necessity of a longer period of maternity disability may be required by the District. An employee may take a leave without pay or use some and/or all of the employee's accumulated illness, injury, or emergency leave for maternity leave. An employee may also access shared leave for this purpose when authorized by and under conditions consistent with OSPI regulations.
- B. An employee who takes a maternity disability leave may continue her employment as long as she is capable of performing her normal work functions and duties of her job and so long as her licensed medical practitioner concurs. The employee shall give the District an estimate of the dates of beginning and termination of the leave. The official date of leave shall be the first work day the employee is unable to report for duty.

**C. Assignment Upon Return**

Upon return from maternity disability leave an employee shall be entitled to a position in the District except where otherwise provided by law in connection with termination or nonrenewal. The employee will be placed in the original position or in an appropriate comparable position unless the employee requests and is granted a change of assignment. The employee will retain the rights and benefits commonly afforded certificated employees in returning from a leave, including those under the continuing contract laws of the State of Washington. Please see additional guidance for assignment under Section 7.03.B.4.

**D. Relationship to Other Leave**

Nothing in this section shall preclude an employee's right to apply for any other applicable leave including shared leave when available. If the employee uses sick leave for any portion of the maternity disability leave, those days shall not count against the 12-week leave entitlement under the state and federal Family and Medical Leave Act (FMLA). Employees who qualify for FMLA leave will not be required to exhaust paid leaves (e.g. sick leave).

**E. Employee Payment and Benefit Options**

An employee may elect and shall have the right upon notification to the District to:

1. Stay enrolled in any of the benefit insurance plans provided by Section 8.10 when eligible under existing SEBB rules or our CBA.
2. Pro-rate any remaining compensation over the balance of the contract year and receive such regular monthly payments.

**SECTION 7.05 – BEREAVEMENT**

- A. A maximum of five (5) days paid leave shall be allowed for each death of an employee's husband, wife, domestic partner, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law or person who fills such a role for the employee.
- B. A maximum of three (3) days paid leave shall be allowed for each death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, and granddaughter or person who fills such a role for the employee. A total of three (3) days non-accumulative paid leave per year shall be allowed for the death(s) of any other relative or close friend. The District retains the right to require documentation relative to use of this leave. Concurrent deaths in a family shall be treated as a single death.
- C. Employees shall be released to attend services for the death of a current student.
- D. When an employee or their partner suffers a pregnancy loss, the employee is entitled to up to five (5) days of Bereavement Leave with pay per occurrence.

**SECTION 7.06 – MILITARY LEAVE**

Members of the Washington National Guard or national military reserve units shall be granted military leave of absence from the employee's assignment for a period not exceeding twenty-one (21) work days during each year, (measured October 1 to September 30), provided such reservist has been called to active training duty and has made all reasonable efforts to arrange for active training duty during noncontracted days. The employee shall receive normal District pay and there shall be no loss of vacations or sick leave to which the employee might otherwise be entitled. Additional leave for military service may be available under state or federal law for an employee called to service or whose spouse is being called to service.

If an employee is called to active duty such as in the event of a particular national emergency, military leave without pay shall be granted for the duration of the active duty. The employee shall have the right to stay

enrolled in any of the benefit insurance plans provided by Section 8.10 by advancing the District for monthly premiums.

Upon completion of such military leave the employee will be entitled to employment in the District. Salary increments and seniority will be in accordance with legal requirements.

#### **SECTION 7.07 – ATTENDANCE AT MEETINGS AND CONFERENCES**

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussion are recognized by the District as an inherent part of the employees' professional obligation.

Such leaves may be granted by the Superintendent of Schools in accordance with the following procedure with the understanding the Superintendent may grant contingent approval based upon availability of substitutes.

- A. Requests for leave shall be submitted in writing with descriptive literature or, if unavailable, a written description from the person making the request to the Superintendent a minimum of five (5) working days before the leave would take effect. All out-of-state leaves must be approved by the Board. The administration shall normally notify the employee of the disposition of the leave request no later than the day before the leave is to take effect.
- B. The purpose of the leave must be clearly stated with sufficient detail to identify the objectives and expected outcome from such leave.
- C. These leaves shall be with full pay and with or without necessary expenses of travel, meals and lodging as determined by the Superintendent or Board. Leaves under this section do not apply to meetings or conferences wherein union or Association activities are conducted.
- D. Decisions regarding requests for such leaves shall be made by the Superintendent and with Board approval if needed.
- E. In-District Curriculum Planning – Substitutes Provided by the District. It is recognized that program improvements often demand additional and cooperative curriculum planning or study time for the staff. Therefore it shall be the practice of the District, at the administration's discretion, to provide for a number of special curriculum periods throughout the school year at the staff's or administration's request in order to (1) review the current program, (2) organize new programs and (3) develop new curriculum.

#### **SECTION 7.08 – POLITICAL LEAVES**

Leave of absence without pay or benefits may be granted to serve in, or to campaign for, an elected or appointed local, state or national political office. The period of leave must be identified and requested sufficiently in advance to allow the District to secure a qualified substitute for the employee while on leave.

#### **SECTION 7.09 – JURY DUTY SUBPOENA LEAVE**

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations to their District assignment.

When an employee is subpoenaed as a witness in a court or other legal proceeding at the request of the District, leave shall be granted with full salary, and witness fees, if any, will be remitted to the District. When an employee is subpoenaed in a case brought or supported by the Association or as a witness with a direct or indirect interest in the Association proceedings, leave shall be granted without pay (except as may be modified or required by the employee protection provision contained herein). For any other court or legal proceeding in which an employee is expected to participate as a witness, the District shall grant up to two (2) days of leave without pay.

## **SECTION 7.10 – OTHER PERSONAL LEAVES**

### **A. Leave of Absence for Compelling Personal Reasons**

The District may grant a personal leave of absence for compelling personal reasons to employees covered by this Agreement provided the employee fully intends to return to the District. Unpaid personal leaves for the entire subsequent school year shall be granted when the request is made before February 1 of the year prior to the leave. Request for an unpaid personal leave of less than an entire school year will be granted if the request is at least ninety (90) days in advance, the employee has exhausted all available personal leave, and the leave is due to an event with timing circumstances outside the control of the employee. Other leaves without pay may be granted or rejected in whole or in part by the District. Leaves of absence under this section will be without compensation or other benefits. Benefit eligibility will be determined under currently existing SEBB rules and our CBA.

### **B. Leaves Beyond Thirty (30) Days**

Upon return, the employee will be assigned to a position by the District.

### **C. Leaves Less Than Thirty (30) Days**

Upon return, the employee will be assigned to the employee's original position except when leaves are taken within the first fifteen (15) working days of the beginning of the school year. Leaves at the end of the school year do not carry over.

### **D. Absence Without Pay**

Absence without pay will normally not be granted for the first or last week of the contracted year or immediately prior to and following a school holiday.

## **SECTION 7.11 – RETURN FROM LEAVE NOTICE**

An employee who is granted a leave of absence without pay through the end of a given school year shall notify the District in writing by March 1 preceding the next school year whether or not the employee is going to return to work for the District at the end of the leave.

## **SECTION 7.12 – PUBLIC HEALTH LEAVE**

A. Any employee who must be excluded from the work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District a claim of either a religious objection to, or medical exemption from, the necessary immunizations, shall suffer no loss of pay as a result of the exclusion, provided:

1. The employee accepts an assignment to an alternative work site as identified by the District during the period of exclusion; or
2. The employee utilizes accrued leave as identified in Section 7.01 if no alternative worksite is identified.
3. In the event that an alternative worksite is unavailable, and the employee's accrued leave as identified in Section 7.01 is exhausted; the District will provide the employee leave with full pay, until an alternative worksite is available.

If an employee asserts an exemption as described above, the employee may be asked to provide the District with a verification of the exemption.

B. Any employee who does not provide documentation of immunization and subsequently is excluded from the work site as a result of an order by the Public Health Department, shall be offered the

options in paragraph (A) above provided the employee provides the district proof of attempts to obtain the documentation or vaccinations.

**SECTION 7.13 – WASHINGTON PFML**

Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington State Family and Medical Leave Act. Employee eligibility is determined by the Washington State Employment Security Department and applied for by the employee. Washington PFML may be used at employee discretion at the same time as the employee qualifies for and uses other leaves under this contract.

## **ARTICLE 8.00 – COMPENSATION**

- A. It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.200 and the applicable state appropriations act. No provision of this Agreement shall be interpreted or applied so as to place the District in breach of the salary or compensation limitations imposed by state law or to subject the District to a state funding penalty or the Board of Directors to personal financial liability.
- B. The District and Association agree that our locally determined compensation salary schedule shall recognize, in accordance with this Agreement, credits earned by the employee beyond the employee's bachelors, masters and doctorate degrees and each year of employment/teaching experience for successive salary increases.

### **SECTION 8.01 – SALARIES**

#### **A. Base Salary Schedule**

- 1. The locally-bargained base salary schedules for the years covered by this agreement are in Appendix 3.
- 2. The rules for placement on these schedules are identified in Section 8.03. A part-time employee will receive a pro rata share of the base salary based on the employee's full-time equivalency (FTE).

#### **B. Contingent Reopener**

Salary schedules, stipends, and benefits for a given year may be reopened by the Association or District for negotiations in any of the following events: (1) the present salary limitation laws are voided as applied to the District by a final and binding court order; or (2) the legislature removes or eases the present salary and benefit limitation laws found in RCW 28A.400.200; (3) the legislature further restricts or expands the use of existing revenue sources to provide salaries and benefits under RCW 28A.400.200; or (4) the legislature amends the number of funded professional learning days, the use of funds provided for such days or the manner in which such days may be compensated.

#### **C. TRI/Enrichment**

- 1. The locally bargained TRI/Enrichment salary schedules for the years covered by this agreement are in Appendix 3.
- 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.
- 3. Compensation for these duties shall be in accordance with the TRI Salary Schedules in Appendix 3 and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this TRI supplemental contract stipend based on the employee's full-time equivalency (FTE).
- 4. In the event the District's Educational Programs and Operations (Enrichment) levy does not pass, the District and Association will (a) meet and negotiate regarding continuance of any of these provisions of Section 8.01.C and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of Section

8.01.C provided that during these negotiations Article 14 herein shall be suspended, null and void and have no effect.

**D. Increases and Changes for 2024-2026**

1. For the 2024-25 school year, each cell of the total compensation (base + enrichment) and per diem salary schedules in Appendix 3 has been increased by 3.7%. An additional 0.5% of total bargaining unit salaries has been added to the schedule to increase beginning teacher salaries in the manner shown on Appendix 3.
2. For the 2025-26 school year, each cell of the total compensation (base + enrichment) and per diem salary schedules in Appendix 3 will be increased by the inflationary adjustment factor used by the state legislature for non-supervisory certificated employee funding formulas (currently the implicit price deflator) plus 0.5%.
3. For each year of the agreement, the stipends for a master's degree, PhD, and master's plus PhD shall be 7.65%, 10.59%, and 13.42%, respectively.

**SECTION 8.02 – PAYMENT PROVISIONS**

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. All payroll checks shall be directly deposited on the last business day of the month into a bank account identified by the employee. Employees hired after the start of the school year shall be paid in equal monthly installments over the remaining months of the year.
- B. In the event of an error of overpayment, the District and the employee will work out a reasonable time for repayment. If agreement cannot be reached on a payment plan in the current contract year, a rate not to exceed a maximum amount of three hundred dollars (\$300) per month shall be deducted from the employee's paycheck for the duration of the current contract year, provided the employee remains employed with the district. A repayment plan shall be created to complete repayment in the following school year. In the event of underpayment, the District will make the employee whole by issuance of a separate check within five (5) days of the District's verification of underpayment. In no event shall underpayments or overpayments apply retractively beyond the current school year and the prior school year.
- C. Employees leaving the employment of the District will be paid the pay period which immediately follows the payroll cut-off date which occurs after date of termination.
- D. Employees qualified to receive the State's NBCT stipend shall be paid the full amount in the same month the District receives the funds.

**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 9) except as modified in this Section 8.03.

## **C. Education Credits**

1. 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.
  - f. It is accepted for earning or maintaining national certification for an employee in an ESA position.
2. When an employee believes the employee is eligible for an education increment, the employee will submit an official transcript or clock hour forms to Human Resources before any credits or clock hours may be accepted for district salary placement.
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.
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.
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. 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. 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.
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.

**E. Military Service Credit**

If an employee is called into military service because of national emergency, 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.

## SECTION 8.04 – LENGTH OF WORK YEAR AND EXTENDED CONTRACTS

### A. Length of Work Year

The length of the employee base contract shall be one hundred eighty-five (185) days and the work year shall consist of one hundred eighty (180) instructional days and five (5) non-instructional days. Work year calendars for the duration of this Agreement are included in Appendix 4 and incorporated herein by reference.

1. Employee services provided to the District on two (2) of the non-instructional workdays will be timely to the needs of each employee in the implementation of programs and the employee's classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the individual employee. One (1) of these days shall be worked flexibly whenever an employee chooses and the classroom or workspace is available prior to the first student day to prepare classrooms, workspaces, instruction, and services for students. One (1) of these days shall be on the day between the semesters near the end of January. On the day between semesters, employees will have the discretion to work offsite with the expectation that grades will be submitted on time.
2. Employee services provided to the District on three (3) of the non-instructional workdays will be timely to the needs of each employee in the implementation of programs and the employee's classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the District. Two (2) of these days shall be scheduled on the Monday and Tuesday prior to the first student day of 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. 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 Winter Break and the last day of school.
4. All schools will be on a semester grading basis. Submission of student grades at elementary and high school shall not be required earlier than four (4) days after the end of the first semester. Submission of student grades at elementary schools shall not be required earlier than five (5) days before the end of the school year. Submission of student grades at secondary schools shall not be required earlier than the day before the end of the school year. Until the adoption of a new elementary report card in conjunction with a new student information system, comments on elementary report cards will be optional. Once the new elementary report card is online, this section may be reopened for discussion and amendment at the request of the Association or District.
5. Conference Days:
  - a. Elementary/Middle School Fall Conference Days shall be full days the Monday and Tuesday of the first full week of November and 2.5 hours after the workday on either Monday or Tuesday of that week (rotating for elementary and middle school each year). In lieu of conferencing, high school employees shall work an open house after the school day in the fall. All employees shall be released from all duties 2.5 hours early on the Friday during the fall conference week.
  - b. Elementary Spring Conference Days shall be full days the Monday and Tuesday in the week prior to Spring Break and 2.5 hours after the workday on either Monday or Tuesday of that week (determined at the school level). In lieu of conferencing,

middle school and high school employees shall work a commencement, culminating event, or other school activity approved by the administrator after school hours in the spring. The list of activities shall be provided to employees by the end of the first semester. All employees shall be released from all duties 2.5 hours early on the Friday during the spring conference week.

- c. The type of conference shall be within the discretion of the employee. Conference preparation shall be held on the Learning Improvement Friday prior to conferences. 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.
6. First instructional day shall be the Wednesday prior to Labor Day. In the event of school closures due to inclement weather or other emergencies, instructional days will be added at the end of the school year.
7. A two and one-half hour reduced student day for all levels for activities consistent with Section 8.04.A.1 shall be scheduled for the Friday that is two Fridays before the last work day in June.
8. The building leadership team/council at each high school shall solicit input from teachers and develop a student finals schedule for each semester. If the schedule has financial, transportation or instructional minute impact, the schedule must have the approval of the superintendent.
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. Mid-Winter Break will be four (4) consecutive workdays following Presidents Day.
10. Spring Break will be five consecutive weekdays beginning on the Monday following six weeks of instructional days after the mid-winter break.
11. Open house and curriculum night events held during the student school year shall be scheduled on District-designated Wednesdays or Thursdays.

**B. Extensions**

Any extension of days beyond the regular employee contract shall be paid on the prorated basis of the per diem for the school year in which service is rendered.

**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, and 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**

1. On each Friday of the school year, except as otherwise provided, students will be released seventy-five (75) minutes early. The parties expressly agree that this work time shall conclude at the end of the school's normal student day and post school day time may be used as the employee's preparation time as provided for in this Agreement.

2. The primary purpose of this early release time is to provide a resource for staff engagement, staff collaboration, and school improvement work while protecting employee personal life and time outside the workday. Thirteen (13) of the Fridays will be Administrator-facilitated Fridays as scheduled and planned by administrators in consultation with instructional leadership teams. The remaining Fridays shall be Employee-facilitated Fridays. A calendar of Administrator-facilitated Fridays and Administrator-facilitated job-alike meetings for staff in different schools will be provided before the first day of school each year.
  - 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 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.
  - 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.
3. The District will periodically consult with the Association and seek the Association's advice and counsel on the application of the Agreement related to early release for this purpose. These provisions (Section 8.04.D) may be reopened at the request of either party to negotiate amendments for the 2025-26 school year. Notice to reopen must be provided by April 20, 2025.

**SECTION 8.05 – SALARY SCHEDULE FOR CERTIFICATED SUPERVISION OF EXTRACURRICULAR ACTIVITIES**

**A. High School Nonathletic Assignments**

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

**1. Amounts**

Group A	\$10,000
Group B	\$6,772
Group C	\$4,589
Group D	\$3,138
Group E	\$2,352

**2. Groups**

Group A	Drama (2 productions/year)
Group B:	Band, Jazz Band, Marching Band, Choir, Jazz Choir, and Orchestra
Group C:	School paper, annual
Group D:	Honor society, senior class advisor, Special Olympics
Group E:	Junior, Sophomore, and Freshman class advisors, math club, each world language club, student advisor

3. For each year of this Agreement, these amounts shall be increased by the implicit price deflator identified as the inflationary adjustment to state salary funding formulas when such increases are applied by the state.

**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.

- C. The District will notify, by June 1, the employee currently holding any of the above positions whether she/he is or is not being offered this supplemental contract position(s) for the following year.
- D. All other non-athletic assignments requiring professional certification to be performed will be paid based on the employee's per diem hourly rate of pay during the current work year prorated to the nearest quarter of an hour for time so worked. Employees, prior to such service, will be informed of the total hours to be worked for compensation.
- E. The District will, by October 15 of each year, inform the Association of all such positions and individuals having such responsibilities under this section 8.05. At the time any additions are made during the year at a school, the District will inform the Association.

**SECTION 8.06 – HOURLY RATE SERVICES**

The following hourly rates shall apply for the indicated activity:

- A. Driver Training Instructor: The per diem hourly rate for the school year in which service is rendered.
- B. Workshop and Curriculum Work: Compensation will be at the employee's per diem hourly rate of pay 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.

- C. Summer School Instructor: The rate for Summer School Instructor will be based on the employee's hourly per diem rate of pay during the current work year prorated to the nearest quarter of an hour for time so worked. An employee hired as a Summer School Instructor but not otherwise employed by the District in a regular base contract position shall be paid the per diem hourly rate of pay for an employee with a bachelor's degree, zero additional credits, and zero years of experience.
- D. Home/Hospital: The per diem hourly rate of the school year in which service is rendered. An employee hired as a Home/Hospital Instructor but not otherwise employed by the District in a regular base contract position shall be paid the per diem hourly rate of pay for an employee with a bachelor's degree, zero additional credits, and zero years of experience.
- 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. Employees, prior to such service, will be informed of the total hours to be worked for compensation.
- F. Employees participating on interview teams after the last day of school shall be compensated at their per diem rate.

## **SECTION 8.07 – TRAVEL AND SUBSISTENCE**

Employees utilizing their private automobiles to travel on authorized school business shall be compensated at the IRS business rate per mile. Mileage must be by the shortest route whenever possible. Travel between the employee's home and school is not reimbursable. All employees who, by nature of their assignment must travel between schools or are required to make home visitations, shall also be reimbursed at the above rate. Each employee may request a written statement through the employee's supervisor indicating whether or not the employee is eligible for mileage reimbursement.

Employees engaged in school-related business, workshops or conferences which necessitate overnight accommodations shall be reimbursed for the reasonable costs of lodging per day. Reimbursement for meals shall be for eligible expenses up to the amount stated in District policy or procedure. Employees shall additionally be reimbursed for any other expenses (such as parking and mileage) in accordance with District Procedure 6213P.

Employees participating in "overnight" activities at student camps will be provided meals while there at school district expense; such employees will be paid an expense allowance of one hundred dollars (\$100) for each night the employee is away from home. Teachers chaperoning 5th grade camp shall be provided a stipend of two hundred dollars (\$200) for each night the employee is away from home. Upon return from 5th grade camp, the chaperoning teacher shall be free to leave campus once the majority of students have returned to their parents and the remaining students placed under the supervision of the school administrator or designee.

## **SECTION 8.08 – CREDIT UNIONS**

The District shall provide payroll deduction services, as authorized once a year by the employee, for payments to one (1) of the District and Association approved credit unions.

## **SECTION 8.09 – TAX-SHELTERED ANNUITIES**

The District shall permit payroll deductions for approved tax-sheltered annuity plans. These deductions may be begun, modified or terminated at any such time, with appropriate written notice.

The District has a right to limit the number of plans it approves for payroll deductions, provided that a minimum of five (5) plans are approved, including the Washington Education Association Annuities Plan. Further, the District has the right to discontinue approval of any plan which has less than ten (10) employees participating in said plan.

## **SECTION 8.10 – INSURANCE BENEFITS**

### **A. School Employees Benefits Board (SEBB) Program**

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined below.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits presently provided by the SEBB include but are not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance.

**B. Dependent Coverage**

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

**C. Eligibility**

Certificated staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year or whose current assignment would have created an assignment that would generally be 630 or more hours in a typical year are eligible for coverage.

Paid leave hours shall count toward 630 hours used to determine eligibility for benefits under this section. Except for unpaid leaves of an entire year, employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when allowed by SEBB policy or regulation and will be discussed with the Association on a case by case basis. Any employee who is currently receiving SEBB benefits shall receive a minimum of thirty (30) days notice prior to the District no longer paying the full employer portion of the employee's SEBB coverage unless eligibility is lost due to an employee's decision with less than thirty (30) days notice.

Any employee who starts the year on unpaid leave, but has a return date and schedule that anticipates working 630 hours during the school year, shall start the year with full insurance coverage and the District contribution. Employees who extend leave in such a manner that make completion of 630 hours impossible will retroactively reimburse the District for the additional cost from District paid premiums.

Additionally, no employee shall lose SEBB eligibility due to a reported injury suffered while working for the District for up to one year from the date the employee began a leave due to such injury.

**D. Benefit Enrollment/Start**

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

**E. Continuity of Coverage**

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.



**F. Benefit Termination/End**

Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until the end of the month in which the employee's resignation is effective (e.g., June 30 or August 31). The District will notify the Association of any exception to this.

Monthly, the District will report to the Association the represented employees not covered by SEBB and those whose benefit coverage is reasonably anticipated to change in the ensuing month. Any changes in benefits reasonably anticipated or occurring in July or August shall be discussed at the June Labor Management meeting.

**G. Legislative Changes**

If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this Section 8.10 for negotiation over the changes to the extent allowed by law.

**H. Additional Items**

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.

All employees who were working 630 hours during the previous school year and are continuing to be employed at the same FTE for the current school year shall be assumed to be working 630 hours in the current school year and eligible for full benefit coverage under SEBB.

All of the provisions of Section 8.10 shall be interpreted consistent with the rules and regulations of the SEBB.

**SECTION 8.11 – SCHOOL LEADERSHIP**

- A. Employees will be nominated by themselves, their respective departments or grade-levels and selected by the school's or Special Services Department's administration to serve on their school's or the Special Education leadership team. Each secondary school shall receive three hundred twenty-five (\$325) per full-time equivalent (FTE) employee for school leadership. Each elementary school will receive ten (10) stipends of \$1,250 each for school leadership. The Special Education program will have a leadership team with a minimum of ten (10) stipends at \$1,250 each for program shared leadership. Stipends above include compensation for any summer leadership retreat work.
- B. Each school and program will practice a shared leadership model whereby employees are consulted and take part in decisions and implementation of decisions affecting their classroom or assignment. Shared leadership involves the equitable participation of employees in decisions affecting their classroom or assignment. Participation in decision making may mean input, influence or consensus. Input is the genuine opportunity to submit information and/or to be heard by the decision makers. The decision makers are responsible for expressing how the input is fed into the rationale for making the decision. Influence is the opportunity to be able to affect an outcome or decision in a significant way as to have visible impact on a process and/or decision. Consensus is the result of a process in which all parties support the decision even if it is not their first preference, and if full consensus is not reached the parties have agreed upon the minimum level of support in order for the decision to move forward. Equitable participation does not necessitate equality. It is the recognition and practice of fair treatment based upon an agreed and common philosophy, standards and/or objective criteria in making decisions for the benefit of the system.

- 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, specifically SIS development and implementation including its use for monitoring student behavior and support, and elementary report card structure and content.
  2. Development of an MOU to address extra-curricular and extended day stipend expectations and supervision.
  3. Attracting and retaining employees of color and other marginalized identities while promoting cultural competency among all staff.
  4. A District plan, in coordination with EEA, to shift from a sheltered ML approach to a more comprehensive system of support for ML students. The plan will outline supports for teachers serving ML students, a timeline, and the necessary professional development for a successful program.
  5. Elementary special education inclusionary practices.
- E. The District and Association support the concept of shared leadership to maintain a productive educational system. The educational system is a network of interdependent parts including all schools' employees, students, work sites, board and community respecting each other and continuously functioning together as a whole in order to attain the core mission and related goals. A system supports and sustains its parts. Supporting and sustaining the current system includes timely and productive communication between the District and Association about pending District priorities, proposed new initiatives and other potential impacts to employee workload. Prior to August 15 each year, the District will provide to the Association a list of all initiatives known and planned for the coming school year (e.g., curriculum adoptions, testing schedules, surveys, changes in technology systems used by staff, and any other significant changes to the current educational programs and operations). This list will be shared and discussed with each building's ILT during their summer meeting. This list shall then be shared with staff at each school prior to the first student day.
- F. The 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. IR responsibilities, including preparation and presentations, shall be the sole responsibility of the building administration and shared leadership team 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 continue implementing equity teams within each school to address institutional racism and its impact on the school community. Each school will be funded with \$1,500 for an equity team lead.

**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. 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) (Middle School)	10 days/75 hours 8 days/60 hours
Library Media:	(High School) (Middle School) (Elementary School)	7 days/52.5 hours 7 days/52.5 hours 2 days/15 hours
Psychologists:	(High School) (Middle School) (Elementary School)	7 days/52.5 hours 5 days/37.5 hours 3 days/22.5 hours
Elem. Instructional Coach:		2 days/15 hours
Instructional Facilitator:		12 days/90 hours
Social Workers:		10 days/75hours
Athletic Coordinator:		7 days/52.5 hours
Elementary Dual Language:		2 days/15 hours
Career and Technical Education Positions:		The District will within 15 days after the first day of school report to the Association supplemental contracts offered to employees including the days/hours and basic additional or reduced duties for the position.

The days/hours provided for Athletic Coordinators are for supervision to be scheduled by the school’s assistant principal who is assigned Athletic Director duties by the principal. Each principal may choose to assign additional per diem hours if the Athletic Coordinator is willing to accept the additional per diem hours.

The Association will be notified prior to the District offering any other supplemental contract not otherwise identified herein or pursuant to other sections of this Agreement.

### **SECTION 8.13 – CPR/FIRST AID TRAINING**

The District shall provide CPR/first aid training without charge to employees required to obtain CPR/first aid certification.

### **SECTION 8.14 – KINDERGARTEN ORIENTATION**

The District will compensate all Kindergarten teachers who perform additional work to prepare for and/or participate in an orientation activity for parents and/or students for up to six (6) hours at the employee's per diem hourly rate.

### **SECTION 8.15 – WEST-E EXAM FEES**

The District shall pay the test examination fee for any employee in the Everett School District who opts to take the WEST-E exam when required to obtain "highly qualified" status under state and federal rules and continue employment in their current position.

### **SECTION 8.16 – TEACHING DURING PREP PERIOD**

The District may offer a supplemental contract for up to an additional .2 FTE to a full-time employee at Middle or High School who volunteers to teach an additional class during the employee's preparation period (on a regular basis, not as a substitute). The compensation provided by the supplemental contract shall be proportionate to the employee's total salary (placement on the salary schedule and TRI schedule). Additionally, each employee will be granted one (1) additional release day per semester. An employee may have these additional duties for one (1) Semester during a school year. There shall be no more than ten (10) of these contracts in the District during any one school year.

### **SECTION 8.17 – SURVEYS AND TRAININGS**

Surveys of employee opinions can be an important means of gathering employee input and exerting employee influence in educational decision making. Recognizing the value of employee time on other tasks to deliver effective instruction, the District shall make participation in District-sponsored surveys voluntary except when necessary for grant or other funding contingencies or when time is provided during administratively-directed time. Whenever it is within the District's control, employees shall have the option to not receive reminders to complete surveys. All survey results from District-sponsored surveys shall be shared with the employees.

Employees will complete the mandatory annual SafeSchool Trainings on their own time.

## ARTICLE 9.00 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### SECTION 9.01 – WORKING DAY

#### A. Length of Day

1. The normal working day for full-time employees shall be seven and one-half (7½) hours, inclusive of the duty-free lunch period, of no less than forty (40) minutes. Employees shall have the discretion to work the non-instructional portion of the workday on or off site except that the employee shall be on-site thirty (30) minutes before and after the student day to fulfill, on an as needs and timely basis, the employee's responsibilities. The time before and after the student day shall include a 25 minute and a 30-minute period as scheduled for each secondary building and a 25 minute and 45-minute period as scheduled for each elementary building.
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 seven (7) hours in any one (1) school year, and shall not exceed more than two (2) times a month, 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.
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 passing period between all of their sections.

Additionally, each elementary school shall have an additional student recess of ten (10) minutes for all-day Kindergarten and first through fifth grade, provided an entire grade level may opt out of the additional recess by unanimous consent.

The parties agree as a matter of professional judgment an elementary teacher, at the teacher's discretion, may occasionally provide a recess break for students provided that such student recesses are supervised by the teacher(s).

4. The District shall notify the employees at each building of their regular daily start and end times prior to the first day of the work year.
5. Except in emergency situations, no employee will be required to perform student recess or lunch supervisory duty. No K-5 employee will be required to perform student supervision duties when students arrive or depart from school. Secondary employees will regularly maintain visibility in hallways around their classrooms when students arrive or depart from school and in between classes.
6. The District acknowledges the value of employee professional judgment regarding the impact of District, school, department, grade level or program endeavors on the instruction of students. In order to reduce any possible adverse impact on the employee's instruction of students, the District shall make every effort to reduce the number of days in which employees are pulled out of classrooms or assigned duties that do not have a direct

immediate impact on students, and to minimize the time teachers are pulled away from their primary duties of preparing for and instructing students.

7. Employees who are required to travel between schools shall be given a schedule that accounts for at least twenty (20) minutes transition time, driving time between sites (Google map), a full duty-free lunch period provided in this Section 9.01.A and the full amount of prep time provided in Section 9.01.B below.
8. District and community fundraising campaigns shall be voluntary. This does not include school-based events directly related to students at an employee's building, like book fairs, walk-a-thons, food drives, etc. School administrators will provide alternative ways to communicate community fundraising opportunities to employees in a manner that recognizes the value of these organizations to a successful school community but respects employee time and choice through prior notice about meetings for such fundraising opportunities.
9. 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.

## **B. Preparation Time**

Employees shall be guaranteed a period during the working day which complies with the following criteria:

### **1. General Provisions**

- a. The use of this preparation period will be reserved for non-instructional and nonsupervisory responsibilities as enumerated in the Employee Responsibilities section (6.00) and for purposes described herein (Section 9.01.B.).
- b. The period will be scheduled at the discretion of the District (or building administrator), and will be during the student instructional day, unless otherwise indicated below.
- c. The parties recognize that the primary purpose for the period is for individual employee's preparation for the employee's basic assignment. Therefore, administrators shall protect as much of the period for this purpose as is reasonably possible.
- d. Except for periodic IEP responsibilities or in an emergency situation, no supervisory duties will be assigned or required attendance meetings held during the preparation time period.
- e. Employees who give up a preparation period at the request of the Principal or designee to cover the class of another employee who is absent shall be compensated at the employee's base per diem hourly rate of pay (base ÷ 185 ÷ 7.5) prorated to the nearest quarter of an hour for time so worked with a minimum of one hour.

### **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 workday. Therefore, these employees shall not be scheduled to attend more than one staff meeting per month during the time before or after the student day but within the workday. This monthly meeting will be announced to staff no later than the Friday the week before. All committee work scheduled outside the administrator-directed contractual work time (including non-instructional workdays, ALIF, extensions, call backs and staff meetings) is optional for employees, including book studies and PLC work.

- b. K-5 classroom teachers will not be required to remain with students when instruction is being provided by P.E., Music, Art or other program specialists; provided the District may or may not require a classroom teacher to remain with students when the students are assigned to a Library Media Specialist.
- c. Support staff, excluding SLP, OT and PT employees, shall have forty-five (45) minutes each work day. The period will be a continuous block of time unless the support staff have otherwise chosen to schedule their time in other than a continuous block within the work day.

SLP, OT and PT employees shall have no less than forty-five (45) minutes within the student day. The period will be a continuous block of time unless the employee has chosen to schedule this time in other than a continuous block within the student day. If an employee chooses to schedule more or less planning time on a given day, the employee shall in any event schedule no less than 225 minutes each work week.

- d. To preserve their preparation time, pre-school teachers will not be required to attend district or school-directed activities on Fridays more than one 75-minute LIF time per month.

### **3. Applicable only to Middle School and Secondary School Employees**

- a. 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. For the 2024-25 and 2025-26 school years, and subject in the future to review by the joint District/Association work described in Section 8.11.D, all 1.0 FTE Secondary ML teachers shall be assigned a monitoring period to focus on ML program and academic success by connecting with students, collaborating with ML stakeholders, communicating with families, managing caseloads and tracking students' progress (not for student discipline referrals).
- b. All secondary schools shall be provided a resource of one (1) release day per employee FTE assigned to that building (based on October 1 assignments) for use that year to support collaborative assessment, grading, and planning; visiting other teachers/schools; and professional development. Each general education classroom teacher will be given an opportunity to use at least one of these days each year, provided the employee's request aligns with the purposes above and the timing can be accommodated by the building administrator. Unless otherwise agreed to by an administrator, these days shall be worked at a district work site.

**C. Special Educators Lunch and Preparation Time**

Prior to the first student day, special education employees shall submit schedules to principals and principals will assure employees are provided lunch and preparation time in accordance with A.1 and B of this section.

**D. Partial FTE**

Principals and other supervisors shall take responsibility for meeting during the first month of school with employees who work a part of a full-time equivalent position or at multiple sites to clarify the expectation for attendance at meetings and activities outside the student day and student calendar such as call-backs, extensions and non-instructional time. Expectations for attendance at non-instructional activities prior to the first day of school shall be communicated via e-mail or phone call. As pre-arranged with the principal, an employee shall be paid on a time sheet at the employee's base per diem hourly rate for any time outside of the partial FTE equivalency of the employee's position.

**E. Substitute Shortages**

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.

2. The school plan shall address when employees released for on-site work or District trainings will be directed and/or offered the opportunity to return to their regular assignment when substitutes are unavailable.

On any given day, District-directed pullouts shall be limited to fifty (50) employees and school directed pullouts shall be limited to thirty (30) employees. Employee requested substitutes for assessment scoring shall not be subject to these limits.

3. The District shall provide a substitute for counselors who are on leave for more than five (5) consecutive days. If a substitute is not found, the building administrator and remaining counselors shall develop a support plan that distributes duties and may include per diem hourly pay for specified additional work outside the workday or workyear.

**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.

**G. Homeroom/Advisory/Non-Graded Student Time**

Teachers of homeroom/advisory/non-graded student time shall be provided an agenda and any necessary curriculum for such activity a minimum of one (1) week in advance. Any electronic links or access shall be tested for functionality before distribution. If curriculum/lesson plans are not provided or do not last the full period, the teacher shall determine the best use of time. Planning periods shall be rotated when possible to attempt to distribute an equitable workload for homeroom/advisory/non-graded student time.

**SECTION 9.02 – CLASS SIZE/STUDENT ASSIGNMENT**

**A.** The parties expressly agree that the number of students assigned to an instructional classroom employee and student caseloads assigned to other nonsupervisory certificated employees impact both the workload of the employee and the success of the educational programs of the District. The



parties also agree that the unique mix of students in any particular class has an impact on workload and instruction.

1. Within each school, employees' classes will be composed so that the classroom responsibilities of the respective employees in a grade, department or program shall be equitably apportioned.
2. Students with special needs (e.g., special education, 504, with elementary non-Special Education behavior contracts, and ML 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).
3. After the 10th student day, teachers shall be given prior notice of any new student entering their class. Prior to the student entering the class, the student will be provided a desk, required technology for the grade level, and any other supplies offered to students in the class. Prior to moving current elementary students between grade-level classes, the potentially impacted employees shall be consulted and given an opportunity to suggest alternative placement of the student unless there are FERPA concerns or there is a threat posed by the student.

Prior to or within 48 hours of the assignment of an IEP student or student with special needs into a regular classroom the receiving teacher will be notified.

4. For classes where there exist physical limitations as to the safe or practical number of students or operating student work stations (such as classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature), the maximum number of students in such classes will be determined by the building administrator after consultation with and receiving the advice of the teacher providing the instruction in the classroom. For Physical Education classes, adequate equipment shall be provided to meet the class size assigned.
- 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), the District will compensate the affected employee at the rate of \$20 for each student day above the identified goal when one or more students are assigned above the goal. For any elementary school with three (3) or more classes in overload, each specialist teacher shall be compensated \$100 for the month. 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.

**1. Kindergarten**

Twenty-four (24) or fewer students assigned to each session of the classroom teacher. (overload compensation is based on full-day Kindergarten and shall be pro-rated for a single session overload).

**2. Grades 1-3**

Twenty-five (25) or fewer students assigned to each classroom teacher.

**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 combined grade classroom teacher will receive one additional release day per semester for planning.

**4. Grade 4**

Twenty-six (26) or fewer students assigned to each classroom teacher.

**5. Grade 5**

Twenty-seven (27) or fewer students assigned to each classroom teacher.

**6. Grades 6-12**

A daily load of 150 or fewer students assigned to each classroom teacher (Basis for calculating daily load: 5 sections x 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 secondary schools where teachers are assigned five daily instructional periods.

**7. 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 the student's 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. School counselors will allocate at least eighty percent (80%) of their work time providing direct and indirect services to benefit students.

**8. Elementary Counselors**

Each elementary school will be assigned a 1.0 counselor. An elementary counselor with a caseload greater than 650 students shall have workload relief through the assignment of additional 0.5 FTE certificated counselors staffed at the school. 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. School counselors will allocate at least eighty percent (80%) of their work time providing direct and indirect services to benefit students.

**9. Elementary Specialists**

Music, library, physical education and other program specialists are assigned the corresponding grade level goal of students for each instructional period. The Association shall be consulted when specialists allocations to a building changes. All libraries shall receive a minimum of 1-hour clerical or paraeducator assistant time per day. A librarian assigned more than 600 students will receive an additional 1-hour clerical or paraeducator assistant time per day.

**10. Secondary Physical Education and Health**

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

**11. Secondary Music Performance Groups (Band, Choral, etc.)**

Class sizes shall be conducive to effective instruction, student learning and group performance.

**12. Multilingual Learner**

No more than one class section shall exceed twenty-two (22) students in excess of ten (10) school days after September 20th. No Multilingual Learner class section shall exceed twenty-four (24) students.

**13. Librarians Grades 6-12**

A librarian assigned to a secondary school will receive clerical or paraeducator assistant time.

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

C. Where more than one teacher shares a class, the class size will be determined by dividing the class enrollment by the FTE teachers assigned to the class. For example, a class of forty (40) being taught by 1.5 FTE teachers would have an adjusted class size of twenty-seven (27) for purposes of determining class size.

**SECTION 9.03 – SCHOOL FACILITIES**

Each school shall have the following facilities and equipment for the use of staff in that school:

- A. Adequate space in each building to safely store instructional materials and supplies.
- B. A work area containing equipment and supplies to aid in the preparation of instructional materials. Employees will not have a limit placed on the number of paper copies produced, provided that employees may be expected to work within assigned budgets.
- C. A furnished staff room separate from any work area and not used as a student learning space.
- D. A telephone line and instrument will be provided in each school for staff use to conduct school business in private.
- E. A serviceable desk, chair, or similar accommodation and a filing cabinet in each work area.

- F. Well-lighted and clean gender-neutral restrooms separate from student restrooms and solely used by adults.
- G. A dining area which may be part of the staff room but separate from student facilities and use.
- H. All employees will be assigned keys to their classrooms or work areas which require locking. Employees will be granted access to the building on weekends or holidays.
- I. Each school that has a parking lot will reserve spaces when available for employee parking during the working day.
- J. The District shall not provide, however, the employee may include additional furniture in the employee's classroom or office work area that is in accordance with Snohomish County Health Department codes.
- K. The District will maintain custodial standards that expect trash to be emptied from classrooms daily, and classrooms to be vacuumed or swept on a regular basis.
- L. Department, grade level and/or school budgets (depending on the practice at the school) shall be available for review and discussion upon request. Supplies and materials purchased through these budgets shall be accessible to the employees for whom they are intended.
- 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 the employee's assignment and to implement a culture of 1:1 learning. Except for those 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 the District provided and supported learning platform. Employees shall have the right to keep the district-defined standard classroom kit 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.
- N. Classrooms/workspaces with safe and adequate temperature for effective learning in accordance with state regulations and a process, regularly communicated to employees, for requesting evaluation and remedy for spaces falling above or below this standard. Employees may choose to open windows in their classrooms.
- O. No later than January 1, 2025, the District will share with the Association the District standards and practices for air quality issues including recess, outdoor supervision, and operation of schools.

**SECTION 9.04 – IN-SERVICE PROFESSIONAL EDUCATION**

A joint District Association committee shall be formed by October 1 of each year to recommend and plan professional development and to review and approve in-service education programs for which clock hours will be awarded. Said committee shall be at least 60% composed of employees appointed by the Association. The management members shall be chosen by the Superintendent.

Staff members shall be encouraged to recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction, including courses for employees who will be responsible for new curricular programs. Where feasible and possible, in-service courses shall be designed and offered for college credit.

**SECTION 9.05 – SAFE WORKING CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees believing that a condition is unsafe or hazardous shall notify the building principal or designee in writing stating their concerns. The building principal or designee shall respond to such notification and provide a timeline for resolution within five (5) working days.

Employees shall recognize their responsibility to avoid actions which endanger themselves or any other person or make a hazardous condition for other employees or students.

### **SECTION 9.06 – ONLINE INSTRUCTION**

All provisions of this Agreement will apply to employees assigned online student instructional responsibilities unless the District and Association bargain specific exceptions.

### **SECTION 9.07 – PREROGATIVES OF CERTIFICATED STAFF**

A. The District will comply with state laws and regulations regarding instruction in the classroom. The following employee responsibilities will be assigned only to persons who are required to have a certificate, in accordance with state law, to hold the position for which they were employed:

1. Evaluation of a student's progress;
2. Reporting to parents or guardians;
3. Deciding each child's program of instruction.

The above limitations are not intended to preclude certificated personnel from involving other persons as resource personnel, nor to preclude other persons from being involved in the above areas if required by law.

Teachers will only be expected to supervise paraeducators or other classified personnel who are assisting students assigned to that teacher. Teachers shall be evaluated and held responsible only for the fulfillment of their own duties and responsibilities and not the performance or behaviors of paraeducators or other classified personnel.

B. The parties share a mutual interest in delivering high quality instruction in all subject areas and further agree as follows:

1. A curriculum that requires instructional staff to use the same lessons at all times or requires identical instructional strategies for all students may not be universally appropriate for an effective educational program.
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.
3. If an administrator adjusts an individual student grade, the administrator will inform the instructor of record.

### **SECTION 9.08 – CURRICULUM DEVELOPMENT**

Employees impacted by curriculum changes shall be involved through representative non-supervisory certificated colleagues in the adoption process and will be provided trainings prior to implementation. The District in accordance with RCW 28A.320 further recognizes that there is a need for community and student involvement in curriculum and that such involvement shall be solicited.

The administration shall work with the staff and Association representatives in more adequately fulfilling the above provision.

It is the District's and Association's intent to have all staff qualified to teach new curriculum as it is adopted. When new standards are being adopted at the national, state or District level, time and support will be made available. This can be, but is not limited to being, accomplished through Section 7.07.E of the CBA. Additional support may be provided upon request.

## **SECTION 9.09 – SUMMER SCHOOL**

### **A. Staffing**

1. Position openings for District-wide programs will be posted District-wide for a minimum of ten (10) workdays. Position openings for school-specific programs will be posted within the school's building for at least five (5) workdays prior to posting the position throughout the District and for outside applicants.
2. In the event more than one candidate applies for a position, the Human Resources Department will utilize the criteria set forth in Section 5.11, Paragraph D.1. With application of such criteria, the decision of Human Resources will be final and will determine the selected candidate to be offered the Summer School Instructor position.
3. Summer school positions and classes are subject to cancellation if the District determines there is insufficient enrollment in the class.

### **B. Staff Training and Orientation**

Summer School Instructors teaching ten (10) or more days during summer school will be expected to attend two (2) days (7.5 hours each) of staff training and orientation prior to the start of summer school. These days are directed by the District for District-wide summer programs and may be building-directed for building programs.

### **C. Preparation and Planning Time**

1. For Summer School Instructors with an instructional day of four (4) hours or less, there will be thirty (30) minutes of paid planning time provided each day, in addition to instructional time.
2. For Summer School Instructors with an instructional day of more than four (4) hours each day, there will be forty-five (45) minutes of paid planning time provided each day, in addition to instructional time.
3. The daily preparation and planning time will be performed as determined by the employee, so long as the basic responsibilities for instructional planning are fulfilled.

### **D. Hours**

No employee shall be required to work less than two (2) hours, inclusive of preparation and planning time, per day during summer school.

### **E. Curriculum Development**

Curriculum development of a summer school program must be arranged in advance with the building principal. Such arrangements should include the maximum number of hours that the principal has authorized for payment at the Workshop and Curriculum rate set forth in Section 8.06 of the EEA collective bargaining agreement. The employee shall have the option to select or decline the arrangement for curriculum development services.

## **SECTION 9.10 – INSTRUCTIONAL MATERIALS**

Complaints from parents or other residents of the District regarding an employee's use of any particular instructional material shall be processed in accordance with policy established by the Board. The District agrees to discuss with the Association any proposed revisions of such policy prior to action by the Board.

The District agrees that it will not normally restrict an employee's use of approved instructional materials because of a complaint from parents or other residents of the District.

## **SECTION 9.11 – NEW EMPLOYEE INDUCTION**

- A. The District and Association share a mutual interest in providing differentiated and flexible sources of support for 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 (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 during this time, and if not, a list of missing items will be submitted to the principal who will communicate a timeline for delivery.
    - 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 workday during the District directed time.
  2. Employees in their first year in the profession will be offered the opportunity to attend District-designed orientation follow-up training (i.e., Starting Strong) after school throughout the year and offered clock hours for such training. Such employees will be paid up to ten (10) hours of this training at their per diem rate.
  3. The District will develop a plan each year for condensed make-up opportunities for the induction of new hires who begin after the start of the school year. The condensed orientation will include information regarding human resources, performance evaluation, curriculum and technology support.
  4. 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 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 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 the teacher's preparation period of time. The teacher will have one of the teacher's 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 the teacher's 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 the teacher's option, shall be granted up to two (2) days released time to be scheduled at the employee's discretion for 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 differentiated support in and out of the classroom, including, but not limited to non-evaluative, confidential coaching cycles with classroom observations and feedback.

## **SECTION 9.12 – CONTRACT WAIVER**

The District and Association may agree to waive specific provisions of this Agreement in accordance with the following:

- A. Requests from a school or work site must be submitted on the Contract Waiver Request Form. (See Appendix 2.) The completed form must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of this Section.
- B. A contract waiver request must include the following:
  1. Reference to the specific provisions of the Agreement requested to be waived;
  2. Rationale for the waiver;
  3. The specific timelines – beginning and ending dates – for the waiver;
  4. Description of what employees would be affected by the waiver and how they would be affected;



5. Description of how the decision to request the waiver was made and evidence it reflects approval of the building principal and at least 80% approval of those in the Association's bargaining unit at the school or work site;
  6. Description of the cost or budget impact of the waiver, if any; and
  7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.
- C. No Agreement waiver shall be granted for a duration of more than one (1) school year, unless extended in writing by both parties, and no Agreement waiver shall be granted for a duration that extends beyond the expiration date of the current Agreement. Either party to this Agreement may terminate the waiver after providing the other party with at least forty-five (45) calendar days advance written notice or sooner if both parties agree.
  - D. The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.
  - E. Schools shall not use "site-based/shared decision making" to implement conditions of employment that are contrary to the terms of this Agreement without, prior to implementation, first obtaining a waiver as described in this provision.
  - F. An Agreement waiver will be considered an addendum to this Agreement and any dispute as to its interpretation or application will be solved by the parties through either negotiations, the use of the grievance procedure or termination of the waiver. If the parties cannot agree upon a resolution or the means of resolution, the waiver will be terminated within forty-five (45) calendar days upon written notice from one party or sooner if agreed by both parties.
  - G. For its duration, this Agreement, except to the extent waived pursuant to the above provision, will remain in full force and effect and have full application to the employees covered by this Agreement who are affected by the site based/shared decision making process.

### **SECTION 9.13 – CONFERENCE DAYS**

With respect to formal parent-teacher conferences, the following shall apply:

- A. The conferences shall serve as time to discuss student progress with the parents. No formal report cards will be required by the District or necessary to engage in the conference. The teacher's normal student grades and assessment of progress will be utilized for the teacher-parent conference.
- B. During the conference weeks, elementary teachers will be provided 120-150 minutes of planning time in blocks of at least 30 minutes; conferencing teachers will have their lunch and planning time before students leave school and non-conferencing teachers will have lunch and planning time after students leave school. Principals will work with any specialist requesting a break of no less than ten (10) minutes prior to the end of the student day. Except in the rare circumstances that a specialist is requested to attend a specific parent conference by the principal, classroom teacher or parent, specialists will use professional discretion and judgement to conference with parents or use the time for planning or program maintenance.
- C. Teachers may utilize Zoom, or other video conferencing software, when it better meets the needs of students and families.

## **SECTION 9.14 – SPECIAL EDUCATION SUPPORT**

### **A. Serving Students with Disabilities**

1. The general education teacher is a member of the IEP team and will collaborate as needed with the IEP team in order to meet the diverse needs of students with disabilities. In order to participate in all aspects of IEP development, including but not limited to goals, accommodations, modifications, and placement, there must be general education representation during the entirety of the IEP team meeting. General education teachers shall be responsible for attending a reasonable and equitable number of IEP meetings during the course of the year.
2. Scheduling of IEP meetings shall be done in collaboration with the general education teachers(s). For IEP meetings that extend thirty (30) minutes or more beyond the scheduled on-site work day, general education teachers shall be compensated at their per diem rate for the portion of the meeting falling after the end of the scheduled on-site work day. No general education teacher shall be required to stay more than two and one-half (2.5) hours for any single IEP meeting. If a general education teacher is not able to attend for the entire IEP meeting, excusal by the parent is required. The IEP team shall follow required steps for proper excusal.
3. General education teachers shall be responsible for attending a reasonable and equitable number of evaluation, MTSS, and Section 504 meetings during the course of the year. For those meetings, general education teachers shall provide their input first and attendance for the entire meeting shall not be expected. When such meetings are scheduled, the general education teacher shall be notified of the nature of, and their responsibilities at, such meeting. Once their input and feedback has been provided during the meeting, participation and attendance shall be at the general education teacher's discretion or they can be dismissed by the District representative.
4. Time shall be made available before or during the first month of each school year to train classroom and classified staff on the implementation of BIPS, ERPs, and plans for other high behavior need students. The District will identify optional staff development or training opportunities for employees involved with special education or special needs students.

### **B. Additional Paid and/or Released Time for Special Education Staff**

1. 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. Special education teachers assigned at schools designated as High Poverty schools by the state for Title I/LAP purposes shall receive, upon employee request to their principal or supervisor, up to an additional two (2) days (15 hours) for these purposes once their eight (8) days have been exhausted.
2. Up to seven (7) of these hours may be used, at the employee's discretion, to attend special education-related professional development provided by the District prior to the start of the school year.
3. 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. Employees may utilize a combination of additional days pay and release days. Per diem hours must be submitted monthly August through June.

**C. Additional Funds for Supplies, Materials, Fees and Tuition**

SLP, OT/PT, psychologists and classroom teachers in the Special Services Department will be reimbursed up to 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).

**D. Facilities**

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.

**E. Diagnostic Materials**

Student diagnostic materials (tests, protocols, evaluation kits, 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.

**F. Paraeducator Support**

Paraeducator time shall be provided to special education teachers as allocated below on a pro rata basis of the teacher's FTE:

<b>Teacher FTE</b>	<b>Paraeducator FTE</b>
1.0 FTE Life Skills Teacher	Two (2.5 for 2024-25) 1.0 FTE paraeducators
1.0 FTE Extended Resource Teacher	Two 1.0 FTE paraeducators
1.0 FTE Achieve Teacher	Two 1.0 FTE paraeducators
1.0 FTE Developmental K Teacher	Two 1.0 FTE paraeducators
1.0 FTE Pre-School Teacher	Two 0.8 FTE paraeducators (6.5 hours, 4 days/week)

Contingent on a mutually-agreeable plan for elementary inclusionary practices (see Section 8.11.D), each elementary school shall be staffed with at least one (1) 1.0 FTE resource room paraeducator beginning in the 2025-26 school year.

For the purposes of this paragraph a 1.0 FTE paraeducator is defined as 6.5 hours per day for 180 school days. 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:

<b>HS Resource Teacher FTE</b>	<b>HS Para Educator hours/day</b>
4.5	8 hours
4.0	7 hours
3.5	6 hours
3.0	5 hours
<b>MS Resource Teacher FTE</b>	<b>MS Para Educator hours/day</b>
3.5	9.5 hours
3.0	8.5 hours
2.5	7 hours

2.0	6 hours
1.5	4 hours

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.

**G. Classified Support for Documentation/Paperwork**

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.

**H. Scheduled Work Day**

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

**I. Class Size/Case Load Goals**

**1. Goals and Reports**

To assist employees in meeting the needs of students eligible for special education, the District will allocate staff resources to permit schools to achieve the staffing goals in this Section 9.14.I to the extent possible, given the available resources. It is further recognized by both parties that revenue sources are limited and there are additional program and operational needs of the District. The District and Association expressly agree that the following are goals and are not class size or case load limits and that it may become necessary to assign more students than the goal to an employee. In order to monitor and assess District achievement of these goals, a report shall be provided to the Association based on enrollment of students on the October, January, March, and May student count dates. For the Special Education goals, the report will include school(s)/site(s), employee and their FTE, total program staff FTE, total program student FTE, number of students in each applicable class, and aggregate number of students assigned to the employee(i.e. SLPs, OTs, PTs, Psychs, etc.)

**2. Speech/Language Pathologists (SLP)**

The District will assign forty-five (45) or fewer students for specially designed instruction (SDI) or related services to each 1.0 FTE SLP, pro-rated for employees with partial FTE. Students with consultation minutes only on their IEP will be counted toward the staffing goal on the basis of eight (8) such students equaling one (1) student receiving SDI or related services.

Any SLP with one (1) or two (2) students over forty-five (45) on the quarterly student count dates identified in paragraph 1 above shall be compensated \$1,250 for the quarter. Any SLP with three (3) to five (5) students over forty-five (45) on the quarterly student count dates identified in paragraph 1 above shall be compensated \$2,500 for the quarter. Any SLP with more than forty-five (45) students shall be entitled to a meeting with a special education administrator and an EEA representative to develop a mutually-agreeable plan for shifting students between caseloads, hiring additional certificated staffing, or assigning additional classified support. The SLP caseload committee shall meet quarterly to address caseloads and workload.

**3. Occupational/Physical Therapists**

The District will assign thirty (30) or fewer students for specially-designed instruction or related services to each 1.0 FTE occupational therapist (OT) and each 1.0 FTE physical therapist (PT) pro-rated for employees with partial FTE. Students with consultation minutes only on their IEP will be counted toward the staffing goal on the basis of eight (8) such students equaling one (1) student receiving SDI or related services.

Any OT or PT with one (1) or two (2) students over thirty (30) on the quarterly student count dates identified in paragraph 1 above shall be compensated \$1,250 for the quarter. Any OT or PT with three (3) to five (5) students over thirty (30) on the quarterly student count dates identified in paragraph 1 above shall be compensated \$2,500 for the quarter. Any OT or PT with more than thirty (30) students shall be entitled to a meeting with a special education administrator and an EEA representative to develop a mutually-agreeable plan for shifting students between caseloads, hiring additional certificated staffing, or assigning additional classified support. The OT/PT caseload committee shall meet quarterly to address caseloads and workload.

**4. Psychologists**

The District will staff at least 1.0 FTE psychologist per 1,000 students district-wide and 1.0 FTE psychologist per 750 students at buildings with Achieve programs. Assignment of school psychologist FTE to buildings shall be determined after consulting with the school psychologists as a group on the unique needs and caseloads of particular buildings. Students who are birth to 3 and 18 to 21 years of age shall count on the psychologist staffing calculation above.

When a staffing position necessary to meet the standard above is unfilled, psychologists filling in for that work shall receive additional per diem hours for additional work over their existing FTE. The psychologist caseload committee shall meet quarterly to address caseloads and workload.

**5. Itinerant Staff Members**

The District will maintain staffing at the following district-wide ratios:

<b>Teacher FTE</b>	<b>Students</b>
1.0 FTE Audiologist	10,000 students district-wide
1.0 FTE Teacher of the Deaf (TOD)	15 students
1.0 FTE Teacher of the Visually Impaired (TVI)	15 students
1.0 FTE Orientation and Mobility Specialist (OMS)	20 students
1.0 FTE Assistive Technology SLP	20,000 students district-wide

Students with consultation minutes only on their IEP will be counted toward the staffing goal for TOD, TVI and OMS on the basis of eight (8) such students equaling one (1) student receiving SDI or related services.

Any TOD, TVI, or OMS with one (1) or two (2) students over the goal identified on the chart above on the quarterly student count dates identified in paragraph 1 above shall be compensated \$1,250 for the quarter. Any TOD, TVI, or OMS with three (3) or more students over the goal identified on the chart above on the quarterly student count dates identified in paragraph 1 above shall be compensated \$2,500 for the quarter.

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.

**6. Special Education Teachers**

The District will maintain staffing at the following ratios:

<b>Level/Program</b>	<b>Staffing Goal</b>
Elementary Resource Room	23 students
Secondary Resource Room (including Sequoia)	27 students
Pre-School	10 students/session
Developmental K	10 students/session
Elementary Life Skills, Strive	10 students (8 beginning 25-26)
Secondary Life Skills	10 students
Extended RR, Goal	15 students
Elementary Achieve	8 students
Secondary Achieve	10 students

Any teacher with one (1) or two (2) students over the goal identified on the chart above the quarterly student count dates identified in paragraph 1 above shall be compensated \$1,250 for the quarter. Any teacher with three (3) to five (5) students over the goal identified on the chart above on the quarterly student count dates identified in paragraph 1 above shall be compensated \$2,500 for the quarter. Any teacher with more than five (5) students over the goal identified on the chart above shall be entitled to a meeting with a special education administrator and an EEA representative to develop a mutually-agreeable plan for shifting students between caseloads, hiring additional certificated staffing, or assigning additional classified support.

**7. Secondary Resource Room Daily Load**

Secondary Resource Room teachers shall have a daily load of 67 or fewer students assigned per 1.0 FTE (basis for calculating daily load: 5 sections x 13.5). After the fifteenth instructional day of the school year, no more than one section may exceed 14 students (excluding a teacher’s student assistants).

**8. In Process 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.

- J. While students are on campus, no school with an Achieve Program shall be without an administrator or designee on site. The designee shall be trained in Right Response and de-escalation techniques. Each building principal with an Achieve Program will develop a plan that clearly identifies an emergency protocol in the event an administrator is unavailable to immediately respond.

Achieve Program paraeducators will have specialized training in de-escalation, restraint and isolation parameters, and emergency response. Each building shall train one of its other paraeducators to substitute in an Achieve classroom. They shall be the first to be reassigned to cover for absent paraeducators in the Achieve classroom.

All staff at schools with Achieve Programs will be offered annual training on behavior program design, de-escalation, communication strategies, and inclusionary practices.

### **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 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 the employee 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 oral reading fluency task of the iReady Reading Diagnostic (iRRD):
  - 1. No less than one (1) day for each assigned class section for Kindergarten teachers in the Spring;
  - 2. No less than four (4) days for First and Second Grade teachers;

3. 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 IRRD, 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. 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 elementary diagnostic reading and math assessments. Release time for data analysis, including 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 data analysis release sessions is to provide time for staff to collaboratively analyze, interpret, and respond to students' diagnostic results.
  1. Grades K-5 (Reading & Math): One half-day (.5) session after first and second diagnostic assessment windows, coordinated centrally to manage substitute distribution.
  2. 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 ML students who have been in the country less than one (1) year from literacy assessments. ML 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 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. 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, up to seven and one-half hours (7.5) hours additional paid time outside the workday or work year for data entry, 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, and AP testing will continue to be administered in our high schools. Teachers' classrooms who are 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. All assessment proctor trainings shall occur on District-directed time.
- O. Kindergarten**
  - 1. Each Kindergarten teacher will be offered up to four (4) of release time to conduct assessment activities.
  - 2. Substitutes will be provided for this release time for teachers in the paragraphs above. The release time may be taken at a time mutually agreeable with the employee and the employee's principal.

#### **SECTION 9.17 – CLASSROOM VISITATION**

The Association and District agree parents and members of the community are welcome in the schools and guidelines/procedures are necessary to minimize the impact of such visits on classroom instruction, activities and student performance. All visitors must register at the office upon their arrival at the school. The classroom visitation will be arranged by the teacher and principal after conferring with the teacher at least during the workday prior to the visitor's arrival (unless such advance notice is waived by the employee). The teacher, as may be desired, will have an opportunity to confer with the visitor prior and after the visitation. Approval may be withheld if particular events such as testing or the instructional activity would be adversely affected or if the visitor's presence becomes disruptive. The District will annually communicate classroom visitation procedures to parents.

#### **SECTION 9.18 – ATTENDANCE AT STUDENT ACTIVITIES**

Employees may utilize their staff identification badge for admission to Everett School District athletic and student activity events at Everett school facilities. This privilege does not extend to activities or events hosted by other groups at Everett school facilities (e.g., league tournaments, booster fund raising events).

#### **SECTION 9.19 – SCHOOL CLOSURE**

Should the District seek and receive approval for state approved waiver(s) of student school days for emergency or weather-related purposes, certificated employees shall, as professional salaried employees, receive full pay for any such waived days because they are completing the work required of their position from home or other worksite. Certificated staff shall not be required to work at a District site on the waived student days.

## **ARTICLE 10.00 – EVALUATION PROCEDURES**

### **SECTION 10.01 – INTRODUCTION TO THE EVALUATION PROCESS**

- A. The evaluation procedure set forth herein shall provide for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure shall recognize various levels of performance and encourage improvement in specific, identifiable areas through the systematic assessment of the instructional program. It shall be understood by the parties that the purpose of this evaluation procedure is to improve the instructional program being offered by the District, as well as meet state requirements for the evaluation of certificated personnel.
- B. The evaluation procedures shall be used in a spirit of continuous improvement, not as harassment of an employee or groups of employees. The District will not tolerate evaluator behavior that treats an employee in an abusive, demeaning or rude manner.
- C. Classroom Teachers shall be evaluated using the Danielson Framework for Teaching Rubrics and the procedures in Sections 10.03 through 10.11 below. The rubrics shall be published by the District in an evaluation handbook available to each teacher and evaluator.
- D. Counselors and Social Workers shall be evaluated using the certificated support specialist criteria in Appendix 6A and the procedures in Section 10.02 below.
- E. School Psychologists, Therapists, and Speech/Language Pathologists shall be evaluated using the certificated support specialist criteria in Appendix 6B and the procedures in Section 10.02 below.
- 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 a manner available to each librarian and evaluator.
- G. CRC Facilitators and TOSAs (eg, 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 a manner available to each facilitator and evaluator.

### **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.

#### **A. Performance Evaluation Analysis**

##### **1. Responsibility for Evaluation**

Within each school the principal shall be responsible for the evaluation of employees assigned to that school, except for the related service special education staff (speech language pathologists, occupational therapists, physical therapists and psychologists) with less than .6 FTE in one building. Related service special education employees with less than .6 FTE in one building will be evaluated by a Special Services administrator. An employee, other than the related service special education staff, assigned to more than one (1) school shall be evaluated by one (1) principal considering information provided by principals of each school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation of any employee who is not regularly assigned to any school. Any principal or administrator may designate other administrators to assist in the observation and evaluation process. An employee who has not been recommended for probation may make a written request before October 15 that an alternate evaluator be appointed. If the Association concurs with the request, the principal

will then designate another individual to perform the evaluation which may include input from the principal.

## **2. Evaluation Criteria**

All employees subject to the procedures in this section (Counselors, Social Workers, School Psychologists, Therapists, Speech/Language Pathologists, Librarians, CRC Facilitators, and TOSAs (e.g., math, reading specialists) shall be evaluated in accordance with the criteria set forth in the appropriate "Criteria for Analysis" in Appendices 6A through 6D. An employee may, but is not required, to complete forms for the purpose of evaluation.

## **3. Required Evaluation**

- a. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than two (2) weeks prior to the last student day.
- b. If an employee is transferred to another position not under the administrator's jurisdiction, an evaluation may be made at the time of such transfer.
- c. If the administrator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
- d. The evaluation of an employee shall be based upon the observations of the employee's performance as provided in paragraph B below together with such other sources of information as may be pertinent to the specific criteria, provided that when any evaluation is to be based upon information other than observations and evaluator-employee contacts, the employee shall be informed (of the source and nature of such information) orally within ten (10) working days or in writing within fifteen (15) working days after such information came to the evaluator's attention.
- e. Evaluations may make suggestions or recommendations for changes and improvements in subsequent school years, however, evaluation judgments and conclusions shall be based on the employee's performance during the school year in question.
- f. The judgments reflected in employee evaluations and observation documents will be based on the professional performance of the employee (as reflected in the criteria for analysis in Appendices 6A through 6D) and not the standardized test or performance assessment scores of the students taught by that employee.

## **B. Observations**

1. As early as possible in each school year, the building principal or other evaluator will hold a meeting with each employee prior to any observations. During the 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 the employee's 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 the employee's 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) workdays 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 the employee's 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 the employee 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.

### **C. Evaluation Documentation**

1. Evaluations required under paragraph A.3 above shall be documented using the appropriate evaluation report form attached hereto as Appendices 5B and 6. Categories entitled "Factors Influencing Teacher Performance Adversely" and "Optional Teacher Comment" on Appendices 5B and 6 may be completed only by the employee. In addition to documenting each employee's performance in each major performance category as set forth in the appropriate evaluation criteria, the evaluator shall rate the overall performance of the employee as satisfactory or unsatisfactory on the evaluation report form. Such overall performance rating shall reflect the evaluator's judgment as to the overall performance of the employee.
2. Each employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that the employee has seen the report and has been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation.
3. Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the contents thereof, if either party so requests.
4. The District's copy of each evaluation report shall be forwarded to the District Human Resources Department for filing in the employee's personnel file.

#### **D. Short Form Evaluation**

After an employee has four (4) years of satisfactory evaluations under the regular process, an administrator may use a short form of evaluation, as allowed by RCW 28A.405.100(5), in lieu of the process set forth in paragraphs A. through C. above.

The regular evaluation process shall be followed at least once every four (4) years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year. No less than fifty percent (50%) of the employees with four satisfactory years on the regular evaluation process at each school shall each year be offered an evaluation option in accordance with the Short Form or Professional Growth process herein. The District shall provide to the Association within sixty (60) calendar days after the first day of school each year a list, by each school or program, identifying the employees to be evaluated through the regular evaluation process, the short form process option a. or b. below, and the Professional Growth Program.

The short form of evaluation shall be consistent with the following:

1. If an evaluator intends to use the short form process, the evaluatee shall be notified in writing prior to the beginning of the process, said notice to include a list of the three (3) options allowed by paragraph two (2) below. The evaluatee may request the regular process at that time.
2. The evaluator and evaluatee shall choose one (1) of the three (3) options below for the short form process:
  - a. One (1) thirty (30) minute observation during the school year with a written observation report.
  - b. A final annual written evaluation based on the criteria in Appendices 6A through 6D, as applicable, with two (2) observations during the school year totaling sixty (60) minutes without a written summary of such observations.
  - c. Professional Growth Program outlined in E. below. The Professional Growth Program may be established for up to a two (2) year period of time.
3. The following procedural requirements of the regular evaluation process shall apply:
  - a. Responsibility for Evaluation (See 10.02.A.1).
  - b. Time limit on the delivery of an observation report(s) (See 10.02.B.4).
  - c. Prior notice of required observations (See 10.02.B.2).
4. The short form evaluation process shall not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210.

#### **E. Professional Growth Program**

The Professional Growth Program is a form of personal evaluation in which the emphasis is on enhancements and improvements in job related skills, techniques, and abilities.

The employee, with the aid of the employee's supervisor, shall seek to develop a professional growth plan. The plan can cover up to a two (2) year period while the employee is on the short form process. The employee is encouraged to set goals as a part of the plan. The professional growth activity conducted by a certificated classroom teacher shall be specifically linked to one or more of the certificated classroom teacher evaluation criteria. One (1) or more of the following sources of information shall be used by the employee in developing a professional growth plan:

1. Peer review and evaluation;
2. Input by parents;
3. Input by students;
4. Personal and/or professional goals;
5. School district goals;
6. Building goals;
7. Self-assessment;
8. Personal academic records; and
9. School district observations and evaluations.

The role of the supervisor is to assist the employee in developing the professional growth plan and then to assist in its implementation, particularly by making reasonable efforts to provide the resources necessary to implement it.

The In-Service Committee (Section 9.04) shall serve as the Professional Growth Committee (as provided in WAC 392-192) and shall seek to enhance the District's professional growth program, particularly by linking identified professional needs with appropriate in-service, staff development, and other appropriate professional growth and instructional improvement opportunities.

Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria.

### **SECTION 10.03 – EVALUATION CYCLE FOR CLASSROOM TEACHERS**

- A. Classroom teachers shall be evaluated using the Danielson Framework for Teaching Rubrics. The rubrics shall be published by the District in an evaluation handbook available to each teacher and evaluator.
- B. A comprehensive evaluation must be completed for:
  1. Classroom teachers who are provisional employees;
  2. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
  3. All other classroom teachers at least once every six years.
- C. All other teachers are eligible to be on a focused evaluation.
- D. A classroom teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be received in writing on or before December 15 of the school year in question. The evaluator shall provide notice and specific rationale by criteria to both the teacher and Association within ten (10) days. After a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed.
- E. Any teacher who maintains a portion of their FTE in the bargaining unit shall not evaluate members in the same bargaining unit.

## **SECTION 10.04 – COMPREHENSIVE EVALUATION FOR CLASSROOM TEACHERS**

### **A. Self-assessment**

The teacher completes a self-assessment of their performance under the instructional framework. Sharing the results of the self-assessment with the teacher's evaluator is optional.

### **B. Goal Setting**

Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher and evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year. This meeting may coincide with the previous year's summative evaluation meeting. The teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on or before the first Friday of December (or as soon as practical for teachers hired after November 15). The goal for SG-6.1 and SG-8.1 may be the same goal. Student growth goals shall align with the language in the rubric (percentages cannot be required). Goals may be revised when circumstances change or if the goals are inappropriate for the students being served. How achievement of the goal or growth is determined shall be a part of an ongoing discussion that begins with the setting of the goal.

### **C. Gathering of Evidence**

1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. Evaluators shall document evidence of performance readily available via observations and conversations so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. Teachers shall not be required to provide a specific amount of artifacts. It is the nature and quality of the evidence, not the amount that determines its rating.
2. An accurate evaluation requires that corroborated and authentic evidence 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.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
5. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.12.
6. Teachers are encouraged to submit artifacts no later than the first Friday of May so that evaluators have time to consider the evidence prior to the final conference.
7. Evaluators shall not score a component based solely on a lack of an opportunity to observe or collect evidence of a particular component.

#### **D. Observations**

1. Observations are one type of evidence of professional performance relevant to the evaluative criteria.
  - a. Each teacher shall be observed formally in the course of professional performance at least two times for a minimum total of 60 minutes.
  - b. Within the 60 minutes required above, new employees shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment.
  - c. Teachers in their third year of provisional status shall be observed at least three times for a minimum total of 90 minutes.
2. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by timely pre-observation and post-observation conferences. Evaluators shall offer to hold such conferences in the teacher's classroom when possible. Observations can take place during times when the teacher is not instructing in the areas of the teacher's student growth goals.
3. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria. The pre-observation conference will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The district pre-observation conference form will be used to guide or focus the discussion at the pre-observation conference. A teacher may, but is not required to, complete the form prior to the pre-observation conference.
4. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. Observation reports shall not be pre-scored. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom. The post-observation conference will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The evaluator's observation notes shall be shared with the teacher within three business days of the observation and prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within three school days after such report is prepared.
5. The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post-observation conference.

#### **E. Criterion Rating and Annual Conference**

Each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the



responsibility of the evaluator. An end of the year evaluation conference shall be completed at least two weeks prior to the end of each school year.

#### **F. Overall Summative Performance Rating**

The final summative score must be determined by an analysis of evidence. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- 8-14 Unsatisfactory
- 15-21 Basic
- 22-28 Proficient
- 29-32 Distinguished

#### **G. Student Growth Measures**

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

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

A student growth score of “1” in any of the rubric rows will result in an overall low student growth impact rating.

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.
3. A teacher who receives a 4 – Distinguished preliminary summative score and a Low student growth score will receive an overall 3 – Proficient rating.
4. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
5. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator’s supervisor.

#### **H. Final Report**

An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for each criterion (not components) and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher’s personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. Any disclosure of evaluation results shall not include teachers’ names, unless required by law.

## **SECTION 10.05 – FOCUSED EVALUATION FOR CLASSROOM TEACHERS**

### **A. Definition**

A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive evaluation as benefiting from additional attention. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities. A teacher being placed on a Focused Evaluation has already been deemed no less than proficient based on the prior year's Comprehensive Evaluation.

### **B. Self-assessment**

The teacher completes a self-assessment of the teacher's performance under the instructional framework. Sharing the results of the self-assessment with the teacher's evaluator is optional.

### **C. Goal Setting**

Prior to October 15, the teacher and evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year. This meeting may coincide with the previous year's summative evaluation meeting. If criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for SG-3.1, SG-6.1 or SG-8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a goal for SG-3.1 or SG-6.1. The student growth goal shall be set on or before the first Friday of December (or as soon as practical for teachers hired after November 15). The student growth goal shall align with the language in the rubric (percentages cannot be required). The goal may be revised when circumstances change or if the goal is inappropriate for the students being served. How achievement of the goal or growth is determined shall be a part of an ongoing discussion that begins with the setting of the goal.

### **D. Gathering of Evidence**

1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. Evaluators shall document evidence of performance readily available via observations and conversations so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. Teachers shall not be required to provide a specific amount of artifacts. It is the nature and quality of the evidence, not the amount that determines its rating.
2. An accurate evaluation requires that corroborated and authentic evidence 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.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.

4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
5. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.12.
6. Teachers are encouraged to submit artifacts no later than the first Friday of May so that evaluators have time to consider the evidence prior to the final conference.
7. Evaluators shall not score a component based solely on a lack of an opportunity to observe or collect evidence of a particular component.

#### **E. Observations**

1. Observations are one type of evidence of professional performance relevant to the evaluative criteria. Each teacher shall be observed in the course of professional performance at least two times for a minimum total of 60 minutes. At least one of these observations must be a formal observation of at least 30 minutes in length. Additional observations may be informal by mutual agreement between the employee and evaluator.
2. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by timely pre-observation (if requested by the teacher or evaluator) and post-observation conferences. Evaluators shall offer to hold such conferences in the teacher's classroom when possible. Observations can take place during times when the teacher is not instructing in the areas of the teacher's student growth goals. Evaluators will only rate the selected focused criteria.
3. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria. The pre-observation conference, if requested by the teacher or evaluator, will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The district pre-observation conference form will be used to guide or focus the discussion at the pre-observation conference. A teacher may, but is not required to, complete the form prior to the pre-observation conference.
4. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. Observation reports shall not be pre-scored. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom. The post-observation conference will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The evaluator's observation notes shall be shared with the teacher within three business days of the observation and prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within three school days after such report is prepared.
5. The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post-observation conference.

**F. Annual Conference and Summative Criterion Rating**

An annual evaluation conference shall be completed at least two weeks prior to the end of each school year. At the conference, the focused criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

**G. Overall Summative Performance Rating**

A classroom teacher shall receive a summative performance rating using the most recent comprehensive summative evaluation score. The most recent comprehensive summative evaluation score becomes the focused summative evaluation score for any subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher rated as Proficient on the teacher's most recent comprehensive evaluation provide evidence of exemplary practice on the chosen focused criteria, a level 4 (Distinguished) score may be awarded by the evaluator.

**H. Student Growth Measures**

1. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics, as selected by the teacher.
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.
3. If a teacher receives a student growth score of "1" in any of the rubric rows, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).

**I. Final Report**

An annual evaluation report shall be completed prior to the end of each school year. The final report shall include an overall summative performance rating (see Section 10.05.G above). The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. Any disclosure of evaluation results shall not include teachers' names, unless required by law.

**SECTION 10.06 – DOCUMENTATION FOR CLASSROOM TEACHERS**

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.

**SECTION 10.07 – SUPPORT FOR PROVISIONAL CLASSROOM TEACHERS**

- A. The superintendent may make a determination to remove an employee from provisional status of the employee has received a Proficient or Distinguished rating during the second year of employment by the District.

- B. Before non-renewing a provisional teacher, the District shall provide one or more of the following resources to support the teacher's professional growth:
1. Assigned a mentor;
  2. Release time to observe other teachers;
  3. Targeted professional development;
  4. Clear ideas and strategies on how to reach proficient;
  5. Any other support mutually determined by the teacher and evaluator.

The District shall provide written notice to the Association of teachers provided assistance under this section.

### **SECTION 10.08 – SUPPORT FOR CLASSROOM TEACHERS**

Any teacher with more than five years experience who receives an overall Basic rating, or any non-provisional teacher who has shown evidence of overall Unsatisfactory performance after two formal observations, shall be offered one or more of the following resources to support the teacher's professional growth:

1. Assigned a mentor;
2. Release time to observe other teachers;
3. Targeted professional development;
4. Clear ideas and strategies on how to reach proficient;
5. Any other support mutually determined by the teacher and evaluator.

The Association will be notified when an evaluator believes an employee may receive an overall Basic rating and the support being offered. The employee will receive specific feedback on how to improve any deficient criteria.

One or more of these supports will also be offered to other teachers at any time that a teacher requests or an evaluator wants to provide specific support for the improvement of the teacher's performance in one or more criteria.

### **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;
- 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 the employee's performance;
- D. A description of the assistance and services the District will provide to the employee to improve the employee's performance;

- E. Periodic reports to inform the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies.

#### **SECTION 10.10 – GENERAL PROVISIONS FOR CLASSROOM AND NON-CLASSROOM TEACHERS**

**A. Alternate Evaluator**

A non-probationary employee may request to the Assistant Superintendent of Human Resources an alternative evaluator. Such request will be made in writing by October 10 and the Association will be notified. Alternative solutions will be discussed with those involved, including the Association President. If the employee maintains their request, an alternative evaluator will be assigned.

**B. Representative**

An employee shall be entitled upon request to have present Association representative during any meeting related to matters concerning their evaluation provided the meeting is not delayed more than three working days.

**C. Evaluator**

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District will provide the Association with evidence of an evaluator's training upon request.

**D. Grievance**

Pursuant to Section 13.02.B of the current CBA, a grievance shall not include a dispute concerning an employee's evaluation, including probation, other than a claim of failure to follow the evaluation procedures.

**E. Collaboration**

Teachers shall be evaluated based on the natural and authentic teams for their assignment and to facilitate their personal professional growth.

**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.

#### **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 Sections 10.02.C or 10.04.H above, and
2. A recommended specific and reasonable program designed to assist the employee in improving the employee's 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 the 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 Sections 10.04.B.4 and 10.04.B.6, or Section 10.5.D, 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 the employee has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the 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 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 evaluation system shall be conducted in accordance with A-F above and state law, except for the additions or amendments identified below.

1. A classroom teacher shall be placed on probation when the teacher 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.
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.
3. For employees with five or more years of experience who receive an Unsatisfactory rating without having received the support identified in Section 10.08 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.
4. The evaluator may authorize an additional certificated employee to evaluate the probationer and to aid the employee in improving the 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.
5. A classroom teacher must be removed from probation if the teacher 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.



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.
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.

## **ARTICLE 11.00 – LAYOFF AND RECALL**

### **SECTION 11.01 – PREAMBLE**

In implementing this Article, the parties will seek and practice such principles and values as free and open communication, recognition of the interests of each party, treating people with respect, and participatory objective decision making.

### **SECTION 11.02 – APPLICABILITY**

The procedures set forth in this Article will be used if it is necessary to either (a) reduce the total FTE of certificated staff because of insufficient revenue or (b) shift the deployment of revenue resources due to program changes. Any layoff of staff in the context of an overall reduction of five percent (5%) or less of FTE, based on the October 1st S-275, over one or two school years (including attrition) will be considered a programmatic reduction (b above) for the purposes of this section. The necessity for, and the extent of, staff reduction will be determined by the Board of Directors after receiving the recommendations of the superintendent and after the consultation described in Section 11.03 below. In determining the need for and extent of reductions, the District will be guided by the best interests of students and employees, the District's duty to be fiscally responsible with public resources, as well as projected student enrollment for the following years, savings due to attrition of employee resignations, retirement, and leaves, and any increased expenses or costs the District anticipates for the following year.

These procedures do not apply to the District's decision to non-renew the noncontinuing contract of any employee hired under the provisions of RCW 28A.405.900 (leave replacement contract employee).

### **SECTION 11.03 – CONSULTATION**

No later than April 1 of a year in which a layoff is anticipated, or May 1 if the legislature has not concluded its legislative session by April 1, the District will provide to the Association the rationale and data for its conclusion that a layoff may be necessary. This will include any specific projected budget shortfall and how the layoffs will impact these shortfalls and program changes. The District will also provide to the Association the additional reductions at the non-classroom level already implemented or planned to be in place prior to layoff of non-supervisory certificated staff. If the Association has a need to see any additional data regarding this conclusion, the District will respond to requests for information on an expedited basis. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to negotiations for amendments to the collective bargaining agreement for the development of mutually agreed attrition incentives.

### **SECTION 11.04 – DEFINITION AND VERIFICATION OF SENIORITY**

For this Article 11, "seniority" will mean the employee's first regular contracted workday for a Washington State public school district. The "first regular contracted workday" is the first day that a particular employee was contracted to work on a day that all non-supervisory certificated employees in that school district were required to report to work. A continuing contract employee will always be considered more senior than a provisional employee. In the event of ties, the employee(s) with the highest academic degree (Bachelor, Master or Doctorate) as of October 1 of the current school year will have preference. In the event ties continue to exist, preference will be determined by a flip of a coin in the presence of District and Association representatives.

By January 15 of each year, each employee will notify the District's Human Resources Department of any additional certification or endorsement the employee has acquired. Any information received after January 15 will not be considered in determining placement in the event of a layoff. By January 30 of each year, the District will provide the Association with a seniority list for employees for each category with verified seniority as defined above.

The District shall solicit and confirm the seniority date for all employees hired since 2000 for whom such date has not been documented and confirmed in the past. Upon receipt of such information, these

employees will be asked to verify the first regular contracted workday. Each new employee hired after initial implementation of this language also shall be asked to verify the first regular contracted workday. The Association will be provided the verification information and no confirmation will be final until thirty (30) workdays after receipt of the verification information for each individual. After the thirty (30) workdays and signed verification by the employee, no party (the District, the Association, any employee) may later contest the recorded seniority date. Employees with a seniority date prior to 2000 shall be subject to contract nonrenewal only pursuant to other provisions of this CBA.

#### **SECTION 11.05 – EMPLOYMENT CATEGORIES AND RETENTION**

Each employee will be rank ordered in the category of the employee's current assignment and endorsement by seniority. For the purposes of this paragraph, an employee is considered to be currently assigned to a given category if .3 FTE or more of the employee's assignment is devoted to such category. If an employee does not have .3 FTE or more in any category, the employee will be assigned to the category that represents the majority of the employee's assignment.

An employee will be considered for retention for any position for which the employee qualifies within the employee's current category, or in any other category for which the employee possesses a valid Washington State Certification and any endorsement required by state law for the position. The District will implement the Board's reduced educational program by identifying the least senior employee(s) currently assigned to the category or categories in which positions are being eliminated (the "displaced employees"). Displaced employees will be placed by the District to replace ("bump") a less senior employee in any other category for which the displaced employee has the appropriate certification and endorsement. An employee with a partial FTE contract cannot increase the employee's FTE through this process but may bump part of another employee's FTE.

The less senior employee who is now displaced also will be reassigned in a similar manner if possible. If there is no less senior employee for a displaced employee to replace, the employee will be identified for layoff. A provisional employee will always be considered less senior than a non-provisional employee within the same category.

#### **SECTION 11.06 – LAYOFF SUPPORT**

When the District shifts resources due to program changes (Section 11.02.(b)) rather than laying off staff to reduce the overall number of nonsupervisory certificated FTE, staff who are selected for layoff will be retained with full base salary, leaves and benefits for one year and placed as substitutes within the District on a daily basis. Such staff also will be eligible to be recalled under the terms of Section 11.07 below to any open position for which the employee has or obtains appropriate certification and endorsement.

#### **SECTION 11.07 – RECALL**

Certificated personnel who are not retained will be placed in an employment pool for two (2) years following expiration of the individual contract in effect at the time of layoff. In the event that vacancies or new positions occur as a result of additional funds becoming available to the District or as a result of retirement, resignation, or other cause, the District will first hire the most senior employee in the recall pool with the certification and endorsement required to fill the position.

Notification of recall from the District will be by e-mail and either registered mail or personal delivery to the person in the recall pool at the employee's last known addresses. It will be the responsibility of the person in the recall pool to notify the District of any changes in any address. If the District offers any person in the pool a certificated position of equal or greater FTE to the employee's former position, and that person declines or fails to accept the position within seven (7) calendar days from receipt of notification, the employee's name will be removed from the pool. The Association will be simultaneously provided courtesy copies of all notifications of recall.

If employees in recall status request to be considered for substituting, the District will offer substitute positions first to said employees at the then-current substitute rates. Refusal by a recall pool person to accept substitute employment will in no way jeopardize recall rights.

While persons are in the recall pool, the District's right to reassign or transfer employees supersedes the provisions of Section 5.11 in order to facilitate the rehiring of persons in the recall pool.

#### **SECTION 11.08 – LAYOFF RELATED PERSONAL LEAVES**

The District will grant a personal leave of absence for one (1) year to employees who so request and who are not involved in the layoff in the event that Section 11.00 is implemented by the District. Such leaves of absence will be without compensation or other benefits, including seniority accrual, and will not be granted for periods exceeding one (1) year unless otherwise agreed to by the Association and District.

## **ARTICLE 12.00 – SUBSTITUTES**

The wages, hours, and other terms and conditions of employment for substitutes represented by the Association pursuant to Section 1.01 and identified in Section 12.01 below shall be limited to those contained in this Article.

### **SECTION 12.01 – SUBSTITUTES REPRESENTED BY ASSOCIATION**

The Everett Education Association is the recognized exclusive bargaining representative for the following classes of substitutes:

- A. Part-time substitutes, who shall be defined as substitute certificated employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current school year and who continue to be available for employment as substitute teachers. Inclusion in the unit shall continue to the extent required by law.
- B. Long-term substitute certificated employees shall be defined as:
  1. Substitute certificated employees employed by the District in one (1) teaching assignment for a period in excess of twenty (20) consecutive work days until completion of that long-term assignment; or,
  2. Substitute certificated employees employed by the District to replace a regular certificated employee when, at the start of the assignment or during the first twenty (20) consecutive work days in the assignment, it is clear to the District (because of the nature of the regular employee's leave such as, but not limited to a maternity leave, major operation, or other approved leave) that the absence of the regular certificated employee will continue for more than twenty (20) consecutive work days from the first day that the substitute certificated employee is assigned to the position until completion of the long-term assignment.

Employees who are currently in the employment pool under Section 11.07 who also serve as a substitute employee shall receive as salary and benefits only those that accrue to such substitute employees.

### **SECTION 12.02 – NOTICE TO ASSOCIATION**

Prior to October 1 of each school year the District shall provide the Association with a list of employees who have met the standards established in Section 12.01 for inclusion in the bargaining unit. Thereafter, the District will notify the Association of any substitute who meets these standards at the end of each semester. Notification shall include names of employees. The Association will be notified monthly of the employees assigned to a long-term assignment or qualifying for the long-term rate of pay and the date such employees became qualified as long-term substitutes.

### **SECTION 12.03 – STATUS OF SUBSTITUTES**

When part-time and long-term substitute employees are temporarily employed by the District in order to perform certain professional educational services the regular employment rights are vested with said regular employee. Substitutes are not entitled to any continuing contract rights pursuant to the Continuing Contract Law of the State of Washington.

### **SECTION 12.04 – RATES OF PAY**

Salary rates for substitutes shall be as follows:

- A. Part-time substitutes shall be paid \$200.00 per full day or \$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 \$210.00 per full day or \$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. On LIF days, substitutes will work a full day, unless there are no additional certificated duties in the classroom and the substitute checks in at the office regarding any additional certificated duties. If there are no additional certificated duties, the substitute shall be released after student responsibilities have concluded.

- 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. 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. Long-term substitutes with ninety (90) days or more of service shall be granted a non-continuing contract.
- 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**

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 12.06 – DISMISSAL FROM ASSIGNMENT**

The District retains the right to relieve all substitute employees until they have completed twenty (20) consecutive work days. The District's exercise of this right is not subject to the grievance procedure. The District will inform any substitute being blocked from assignments in the District of the reason the employee is being blocked within two (2) workdays of being blocked, and provide the substitute an opportunity to respond or offer information to assist the District's examination of the complaints or incidents which caused the blocking within ten (10) workdays of being blocked.

Long-term substitute employees from the 21st day until completion of that long-term assignment are subject to release only for failure to meet employee responsibilities as defined by Article 6.00 of the Agreement, violations of District's policies, rules and regulations as provided in the Management's Rights section (3.00) of the Agreement, or inability to perform due to sickness. Approved absences due to sickness beyond three (3) work days and unapproved absences for any length may be cause for release from the long-term assignment. Nothing herein is intended to deny the District the right to go beyond or extend absences other than sickness.

#### **SECTION 12.07 – MANAGEMENT RIGHTS**

The District management retains the rights (Article 3.00) as contained in the Agreement between the Association and the District.

#### **SECTION 12.08 – APPLICATION OF GRIEVANCE PROCEDURE**

Long-term and part-time substitutes shall have the right to use the grievance procedure (Article 13.00) provided by this Agreement except to the extent as modified by Section 12.06, and shall be limited in bringing to arbitration only matters specifically contained in this Article and only to the extent the matters they bring to arbitration arise out of their service as substitute employees.

## **SECTION 12.09 – OTHER TERMS AND CONDITIONS**

- A. All substitute employees (long-term and part-time) shall have the regular schedule and responsibilities of the teacher that they are replacing. Part-time substitutes may be assigned, during the preparation time of the teacher that the employee is replacing, to cover another class or otherwise supervise students provided that, in such cases, the substitute will be paid the applicable hourly rate (rate of pay ÷ 7.5). Payment shall be in no less than one (1) hour increments.
- B. The additional following working conditions contained in the Collective Bargaining Agreement shall pertain to substitute employees identified in Section 12.01:
  - 5.01 Individual Rights
  - 5.02 Right to Join and Support Association
  - 5.03 Just Cause
  - 5.04 Academic Freedom
  - 5.06 Employee Protection
  - 5.07 Student Behavior
  - 6.00 Employee Responsibilities
  - 8.07 Travel and Subsistence
  - 9.01 Working Day
  - 9.03 School Facilities
  - 9.05 Safe Working Conditions
  - 9.07 Prerogatives of Certificated Staff
  - 13.00 Grievance Procedure (subject to qualification in 12.06 and 12.08)
- C. Substitutes shall accrue leave at the rate of one (1) hour for each forty (40) hours worked to a maximum of forty (40) hours of accrued leave. Requests to apply this leave is limited to substitutes who have already accepted a job in the district's absence management system and are unable to report to work for such reasons that are listed under Section 7.01 of this agreement, or align with acceptable paid sick time uses under applicable state rules.

## **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 the employee's 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 \$210.00 per full day or \$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 \$220.00 per full day or \$110.00 per half day.

## **ARTICLE 13.00 – GRIEVANCE PROCEDURE**

### **SECTION 13.01 – PURPOSE**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

### **SECTION 13.02 – DEFINITIONS**

- A. A "grievant" shall mean an employee or the Association having a grievance.
- B. A "grievance" shall mean a dispute or disagreement involving the interpretation or application of the express terms of this Agreement. The term "grievance" shall not include a dispute concerning an employee's evaluation, including probation (other than a claim of failure to follow the procedures set forth in the evaluation procedure of this Agreement), nor does it include questions of discharge, nonrenewal, adverse affect, or other matters where statutory basis for redress or appeal have been provided.
- C. "Days" in this procedure are calendar days but shall not include the winter or spring break, midwinter break or holidays.

### **SECTION 13.03 – CONSOLIDATION OF GRIEVANCES**

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same issue but different administrators, they shall be consolidated at Step One, for the same administrators, and at Step Two for further proceedings.

Association grievances shall be initiated at Step Two or at Step One as determined appropriate by the Association to facilitate the resolution of grievances.

### **SECTION 13.04 – RIGHTS TO REPRESENTATION**

A grievant may be represented at all stages of the grievance procedure by the grievant, or at the grievant's option, by Association representatives selected by the Association. If the aggrieved party chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure; any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

### **SECTION 13.05 – TIME LIMITATION**

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered. A grievance not filed in a timely manner will be deemed waived. If the stipulated time limits are not met by the District at one (1) level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

### **SECTION 13.06 – PROCEDURE**

The parties agree that it is desirable for problems to be resolved between the employee and the employee's immediate supervisor, and nothing herein shall prevent an employee from taking up any claimed grievance with the immediate supervisor before formal filing of said grievance. The following procedure must be utilized to process a grievance. (Grievants and administrators are encouraged to use the appropriate grievance forms as set forth in Appendix 8.)



**A. Step One**

Within thirty (30) days of the date an alleged grievance is discovered or reasonably should have been discovered, the grievant must present the grievance in writing to the immediately involved administrator with a copy provided to the Superintendent or representative. The administrator will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Said administrator shall provide the grievant and the association with a written answer to the grievance together with the reasons for the decision within ten (10) days after the meeting.

**B. Step Two**

If the grievance is not settled at Step One, then the grievance may be referred in writing to the Superintendent or representative within ten (10) days after the grievant's receipt of the administrator's answer at Step One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, the issues involved and the relief sought. The Superintendent or representative shall arrange for a hearing with the grievant to take place within ten (10) days of receipt of the grievance. The parties shall have the right to include in the hearing such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Each party shall pay for its witnesses. Upon conclusion of the hearing, the Superintendent or representative will have ten (10) days to provide a written decision, together with the reasons for the decision to the Association and grievant.

**C. Step Three**

If the grievance is not settled at Step Two, the grievant may, within ten (10) days after receipt of the District's Step Two response to the grievance, request in writing that the Association submit the grievance to arbitration. The Association may by written notice to the Superintendent, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. Arbitration shall be conducted in accordance with the provisions which follow:

1. Selection of Arbiter – By Agreement: In regard to each case that reaches arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case.
2. Selection of Arbiter – If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the parties shall jointly request the American Arbitration Association or the Federal Mediation Conciliation Service (at the Association's option) to submit a panel of seven (7) arbiters.

Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare lists. From among the mutually acceptable arbiters, the one (1) with the lowest combined preference number shall be the arbiter. In the event of a tie between two (2) or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by AAA or FMCS such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

3. Arbitration – Rules of Procedure: Arbitration proceedings shall be in accordance with the following:

- a. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbiter to determine the propriety of the attendance of any other persons.
- b. The arbiter for good cause shown may adjourn the hearing upon the request of a party or upon the arbiter's own initiative, and shall adjourn when all the parties agree thereto.
- c. A hearing shall be opened by the filing of the oath of the arbiter and by the recording of the place, time and date of hearing, the presence of the arbiter and parties, and counsel, if any.

Exhibits when offered by either party, may be received in evidence by the arbiter. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The arbiter may, in their discretion, vary the normal procedure under which the initiating party first presents the party's claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

- d. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the closing of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbiter. Neither party shall be permitted to assert in the arbitration proceedings any evidence which would change the issues submitted at Step Two (2). The arbiter may subpoena witnesses and documents upon the arbiter's own initiative or upon the request of either party. The arbiter shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.
- e. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- f. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
- g. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- h. The arbiter may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the arbiter deems proper after consideration of any objections made to its admission.
- i. The arbiter shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbiter shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the arbiter for filing such brief or documents and the arbiter shall issue a

reasoned award within thirty (30) days. The time limit within which the arbiter is required to make a reasoned award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearings.

- j. The parties may provide, by written agreement, for the waiver of oral hearings.
- k. The parties may modify any period of time by mutual agreement.
- l. There shall be no communication between the parties and a neutral arbiter other than at oral hearings, except with the express consent of the other party.
- m. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- n. The costs for the services of the arbiter, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.
- o. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs.

#### **SECTION 13.07 – BINDING EFFECT OF AWARD**

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part. Nor shall the arbiter have any authority to render any decision or award contrary to law.

#### **SECTION 13.08 – TIME LIMITATION AS TO BACK PAY**

Grievance claims regarding retroactive compensation shall be limited to the effective beginning date of this Agreement, provided, however, that this limitation may be waived by mutual consent of the parties.

#### **SECTION 13.09 – EXCEPTIONS TO TIME LIMITS**

The time limits set forth in this grievance procedure may be extended by mutual written agreement.

#### **SECTION 13.10 – SIGNING GRIEVANCE DOES NOT CONCEDE ARBITRABLE ISSUE**

The signing of any grievance by any employee or representative of either the District or the Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

#### **SECTION 13.11 – NO REPRISALS OR HARASSMENT**

No reprisals of any kind will be taken by the Board or the school administration against any employee because of participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

#### **SECTION 13.12 – INFORMATION FOR GRIEVANCE PROCESSING**

Upon the Association's request, the District will furnish any information relating to the issues contained in a grievance, or being investigated by the Association as a possible grievance.

### **SECTION 13.13 – CONTINUITY OF GRIEVANCE**

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder prior to the expiration date of this Agreement may be processed through grievance procedure until resolution.

## **ARTICLE 14.00 – STRIKES AND LOCKOUTS**

### **SECTION 14.01 – STRIKES AND LOCKOUTS**

The Association agrees that during the term of this Agreement and regardless of whether an unfair labor practice is alleged: (a) there will be no strike, sitdown or walkout and (b) the Association will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment. Any employee who violates this clause shall be subject to discipline. The employer agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement. Any claim by the employer that the union has violated this Article shall not be subject to the grievance procedure of this Agreement and the employer shall have the right to submit such claims to the courts.

## **ARTICLE 15.00 – WAIVER AND COMPLETE AGREEMENT**

### **SECTION 15.01 – WAIVER AND COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Collective Bargaining Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter desired by either one or both parties. The understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term except as provided elsewhere in this Agreement.

**ARTICLE 16.00 – DURATION**

**SECTION 16.01 – DURATION**

This Agreement shall become effective September 1, 2024, provided that services rendered by employees during August 2024 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, 2026. Negotiations for a successor agreement shall commence no later than May 15, 2026, unless a later date is agreed to by both parties.

**SECTION 16.02 – MUTUAL AGREEMENT**

Nothing herein shall preclude or is intended to prohibit the parties from reaching mutual agreement to amend any provision of this Agreement.

During the term of this Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement prior to a future work year if the actions of the state or national government or agencies have, in the judgment of the Association or District, materially changed or impacted employees, management, the Association or employer.

This clause will respond to any such changes caused by external government actions that impact the terms and conditions of employment and or understanding relied upon by the parties at the time this Agreement was approved.

Either party desiring to exercise this clause shall give notice to the other party at least seventy-five (75) days prior to the start of the succeeding work year.

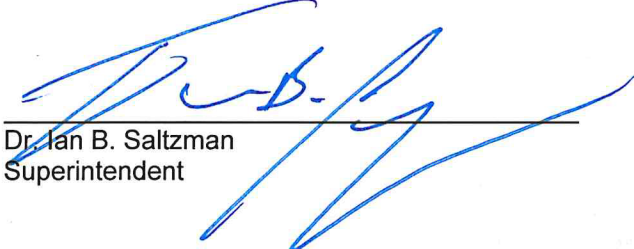
**EXECUTION – SIGNATURES**

Executed this 15 day of October, 2024, at Everett, Washington, by the undersigned by the authority of and on behalf of the Everett School District No. 2 and the Everett Education Association.

**FOR THE DISTRICT:**



Traci Mitchell  
President, ESD Board of Directors

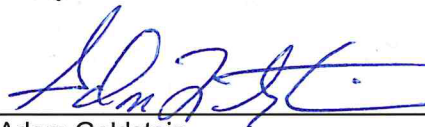


Dr. Jan B. Saltzman  
Superintendent

**FOR THE ASSOCIATION:**



Jared Kink  
President, EEA



Adam Goldstein  
Director, Pilchuck UniServ Council

## APPENDICES

## APPENDIX 1 – SHARED LEAVE PROGRAM

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; (b) sexual assault; or (c) stalking as defined in RCW 9A.46.110.
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, or to the certificated pool.
  - A. Annual Leave (vacation) Donations
 

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. Annual leave does not accrue if the employee receives compensation in lieu of accumulating a balance of annual leave.
  - B. Sick Leave Donations
 

Any employee 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.

Due to WAC and DRS excess-compensation rules, an employee may not make a leave donation in the same month of their own retirement or resignation.
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); or
  - B. The employee has been called to service in the uniformed services; or
  - C. The employee is a victim of domestic violence, sexual assault, or stalking; or
  - 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; or
  - E. The employee is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointment or treatment; or
  - F. The employee needs the time for parental leave; or
  - G. The employee is sick or temporarily disabled because of pregnancy disability; or
  - H. 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.

and if all of the following are satisfied:

- a. The employee's job is one in which annual leave or sick leave can be used and accrued;
  - b. 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, if applicable;
  - c. The employee is ineligible to receive industrial insurance benefits under Chapter 51.32 RCW;
  - d. The employee is not receiving compensation under the long-term disability plan;
  - e. 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
  - f. The employee has depleted or will shortly deplete the employees' annual leave, sick leave, personal leave reserves, and/or paid military leave. Certain qualifying leave situations allow for the employee to maintain a limited amount of leave balance. Refer to WAC 392-136A.040; and
  - g. The employee has not received more than 522 days of donated leave during total district employment.
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 payroll and benefits office 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.

**APPENDIX 2 – CONTRACT WAIVER REQUEST FORM**

**EVERETT SCHOOL DISTRICT & EVERETT EDUCATION ASSOCIATION**

The Collective Bargaining Agreement between the Everett School District and the Everett Education Association provides a process for a school's staff to obtain a waiver of a specific contract provision (see Section 9.12 of the Collective Bargaining Agreement). This form must be used to request such a waiver.

SCHOOL: \_\_\_\_\_ DATE: \_\_\_\_\_

1. THE WAIVER IS FOR WHAT SPECIFIC CONTRACT PROVISION?

2. WHAT IS THE RATIONALE FOR THE REQUESTED WAIVER?

3. WHAT ARE THE BEGINNING AND ENDING DATES FOR THE REQUESTED WAIVER?

(NOTE: No waiver will be granted for a duration of more than one school year, and none shall be granted for a duration that extends beyond the expiration date of the current Collective Bargaining Agreement.)

Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

4. WHAT EMPLOYEES ARE AFFECTED BY THE WAIVER, AND HOW ARE THEY AFFECTED?

**CONTRACT WAIVER REQUEST FORM (CONT.)  
EVERETT SCHOOL DISTRICT and EVERETT EDUCATION ASSOCIATION**

5. DOES THE DECISION REFLECT AT LEAST 80% APPROVAL OF THOSE IN EEA's BARGAINING UNIT AT THE SCHOOL SITE?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

DESCRIBE BELOW HOW THE DECISION WAS MADE:

6. WHAT IS THE POTENTIAL COST OR BUDGET IMPACT OF THE WAIVER?

7. EXPLAIN HOW THE WAIVER, IF GRANTED, MIGHT AFFECT OTHER EMPLOYEES OUTSIDE OF THE SCHOOL SITE AND OTHER OPERATIONS OF THE DISTRICT.

*THIS FORM MUST BE SUBMITTED TO THE SUPERINTENDENT AND ASSOCIATION PRESIDENT. APPROVAL MUST BE RECEIVED FROM THE DISTRICT AND EEA **PRIOR** TO IMPLEMENTATION OF THE REQUESTED WAIVER.*

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
EEA Building Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESPONSE TO WAIVER REQUEST**

Request granted: \_\_\_\_\_

Request granted: \_\_\_\_\_

Request denied: \_\_\_\_\_

Request denied: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
EEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX 3 – SALARY SCHEDULES

2024-25 Base Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135*
0	\$58,860	\$59,576	\$60,299	\$61,031	\$61,770	\$62,518	\$63,274	\$64,039	\$64,811	\$65,593
1	\$61,219	\$61,962	\$62,713	\$63,472	\$64,242	\$65,019	\$65,807	\$66,600	\$67,404	\$68,217
2	\$63,672	\$64,444	\$65,225	\$66,015	\$66,814	\$67,623	\$68,440	\$69,265	\$70,101	\$70,945
3	\$66,224	\$67,024	\$67,836	\$68,659	\$69,487	\$70,329	\$71,178	\$72,037	\$72,904	\$73,783
4	\$68,876	\$69,710	\$70,553	\$71,407	\$72,270	\$73,145	\$74,027	\$74,918	\$75,821	\$76,734
5			\$73,379	\$74,266	\$75,164	\$76,073	\$76,989	\$77,916	\$78,854	\$79,802
6				\$77,241	\$78,172	\$79,119	\$80,070	\$81,033	\$82,008	\$82,994
7				\$80,334	\$81,302	\$82,285	\$83,275	\$84,275	\$85,290	\$86,313
8				\$83,551	\$84,556	\$85,579	\$86,607	\$87,646	\$88,703	\$89,767
9					\$87,942	\$89,004	\$90,073	\$91,155	\$92,250	\$93,357
10					\$91,462	\$92,567	\$93,679	\$94,802	\$95,941	\$97,091
11					\$95,125	\$96,272	\$97,427	\$98,595	\$99,779	\$100,973
12						\$100,127	\$101,327	\$102,541	\$103,771	\$105,012
13						\$104,134	\$105,382	\$106,644	\$107,922	\$109,213
14						\$108,303	\$109,599	\$110,911	\$112,240	\$113,581

\*Only employees with a master's degree will have access to the BA+135 column. The master's degree credits are part of the 135 credits.

<b>MA</b>	\$4,932
<b>PhD</b>	\$6,808
<b>MA+PhD</b>	\$8,643

2024-25 Enrichment/Supplemental Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135
0	\$14,378	\$14,944	\$15,525	\$16,120	\$16,731	\$17,357	\$17,999	\$18,656	\$19,331	\$20,021
1	\$14,949	\$15,539	\$16,144	\$16,765	\$17,399	\$18,051	\$18,717	\$19,403	\$20,104	\$20,822
2	\$15,543	\$16,157	\$16,786	\$17,431	\$18,093	\$18,770	\$19,465	\$20,178	\$20,907	\$21,656
3	\$16,160	\$16,801	\$17,455	\$18,125	\$18,816	\$19,520	\$20,243	\$20,984	\$21,744	\$22,522
4	\$16,803	\$17,468	\$18,150	\$18,848	\$19,565	\$20,298	\$21,051	\$21,824	\$22,613	\$23,423
5			\$18,872	\$19,599	\$20,344	\$21,108	\$21,892	\$22,696	\$23,517	\$24,361
6				\$20,379	\$21,156	\$21,949	\$22,766	\$23,603	\$24,458	\$25,336
7				\$21,191	\$21,999	\$22,826	\$23,674	\$24,546	\$25,435	\$26,350
8				\$22,035	\$22,877	\$23,736	\$24,620	\$25,528	\$26,451	\$27,403
9					\$23,788	\$24,684	\$25,603	\$26,546	\$27,510	\$28,500
10					\$24,737	\$25,669	\$26,624	\$27,607	\$28,609	\$29,640
11					\$25,722	\$26,693	\$27,688	\$28,710	\$29,753	\$30,827
12						\$27,757	\$28,793	\$29,856	\$30,942	\$32,060
13						\$28,865	\$29,943	\$31,049	\$32,180	\$33,342
14						\$30,016	\$31,139	\$32,290	\$33,466	\$34,676

\*Only employees with a master's degree will have access to the BA+135 column. The master's degree credits are part of the 135 credits.

<b>MA</b>	\$671
<b>PhD</b>	\$948
<b>MA+PhD</b>	\$1,186

2024-25 Total Base + Enrichment Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135	
0	\$73,238	\$74,520	\$75,824	\$77,151	\$78,501	\$79,875	\$81,273	\$82,695	\$84,142	\$85,614	
1	\$76,168	\$77,501	\$78,857	\$80,237	\$81,641	\$83,070	\$84,524	\$86,003	\$87,508	\$89,039	
2	\$79,215	\$80,601	\$82,011	\$83,446	\$84,907	\$86,393	\$87,905	\$89,443	\$91,008	\$92,601	
3	\$82,384	\$83,825	\$85,291	\$86,784	\$88,303	\$89,849	\$91,421	\$93,021	\$94,648	\$96,305	
4	\$85,679	\$87,178	\$88,703	\$90,255	\$91,835	\$93,443	\$95,078	\$96,742	\$98,434	\$100,157	
5			\$92,251	\$93,865	\$95,508	\$97,181	\$98,881	\$100,612	\$102,371	\$104,163	
6				\$97,620	\$99,328	\$101,068	\$102,836	\$104,636	\$106,466	\$108,330	
7				\$101,525	\$103,301	\$105,111	\$106,949	\$108,821	\$110,725	\$112,663	
8				\$105,586	\$107,433	\$109,315	\$111,227	\$113,174	\$115,154	\$117,170	
9					\$111,730	\$113,688	\$115,676	\$117,701	\$119,760	\$121,857	
10					\$116,199	\$118,236	\$120,303	\$122,409	\$124,550	\$126,731	
11					\$120,847	\$122,965	\$125,115	\$127,305	\$129,532	\$131,800	
12						\$127,884	\$130,120	\$132,397	\$134,713	\$137,072	
13						\$132,999	\$135,325	\$137,693	\$140,102	\$142,555	
14						\$138,319	\$140,738	\$143,201	\$145,706	\$148,257	
*Only employees with a master's degree will have access to the BA+135 column. The master's degree credits are part of the 135 credits.										MA	\$5,603
										PhD	\$7,756
										MA+PhD	\$9,829

2024-25 Per Diem Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75	BA+90	BA+105	BA+120	BA+135	
0	\$318.16	\$322.03	\$325.94	\$329.90	\$333.89	\$337.94	\$342.02	\$346.16	\$350.33	\$354.56	
1	\$330.91	\$334.93	\$338.99	\$343.09	\$347.25	\$351.45	\$355.71	\$360.00	\$364.35	\$368.74	
2	\$344.17	\$348.35	\$352.57	\$356.84	\$361.16	\$365.53	\$369.95	\$374.41	\$378.92	\$383.49	
3	\$357.97	\$362.29	\$366.68	\$371.13	\$375.61	\$380.16	\$384.75	\$389.39	\$394.08	\$398.83	
4	\$372.30	\$376.81	\$381.37	\$385.98	\$390.65	\$395.38	\$400.15	\$404.96	\$409.84	\$414.78	
5			\$396.64	\$401.44	\$406.29	\$411.21	\$416.16	\$421.17	\$426.24	\$431.36	
6				\$417.52	\$422.55	\$427.67	\$432.81	\$438.02	\$443.29	\$448.62	
7				\$434.24	\$439.47	\$444.78	\$450.14	\$455.54	\$461.03	\$466.56	
8				\$451.63	\$457.06	\$462.59	\$468.15	\$473.76	\$479.48	\$485.23	
9					\$475.36	\$481.10	\$486.88	\$492.73	\$498.65	\$504.63	
10					\$494.39	\$500.36	\$506.37	\$512.44	\$518.60	\$524.82	
11					\$514.19	\$520.39	\$526.63	\$532.95	\$539.35	\$545.80	
12						\$541.23	\$547.71	\$554.28	\$560.92	\$567.63	
13						\$562.89	\$569.63	\$576.45	\$583.36	\$590.34	
14						\$585.42	\$592.43	\$599.52	\$606.70	\$613.95	
*Only employees with a master's degree will have access to the BA+135 column. The master's degree credits are part of the 135 credits.										MA	\$26.66
										PhD	\$36.80
										MA+PhD	\$46.72

APPENDIX 4A – 2024-25 WORK CALENDAR

2024				
MON	TUE	WED	THUR	FRI
<b>JULY</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
<b>AUGUST</b>				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<b>SEPTEMBER</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
<b>OCTOBER</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
<b>NOVEMBER</b>				
				1*
4*	5*	6	7	8*
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
<b>DECEMBER</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20*
23	24	25	26	27
30	31			

2025				
MON	TUE	WED	THUR	FRI
<b>JANUARY</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
<b>FEBRUARY</b>				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<b>MARCH</b>				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28*
31*				
<b>APRIL</b>				
	1*	2	3	4*
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
<b>MAY</b>				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<b>JUNE</b>				
2	3	4	5	6*
9	10	11	12	13
16	17*	18*	19	20*
23	24	25	26	27
30				

- 18 Aug 28-29 non-instructional workdays (see 8.04.A.2)
- Sep 2 Labor Day
- Sep 3 non-instructional workday (see 8.04.A.1)
- Sep 4 **first day of school**
- Oct 11 non-instructional workday (see 8.04.A.2)
- Nov 1 Elem & MS conference prep LIF
- Nov 4-5 Elem & MS conference days (see 8.04.A.5)
- 18 Nov 8 2.5 hr student/employee early release (see 8.04.A.5.a)
- Nov 11 Veterans Day
- Nov 27-29 Thanksgiving Break
- Dec 20 2.5 hr student/employee early release (see 8.04.A.3)
- Dec 23-Jan 3 Winter Break
- Jan 20 Martin Luther King Jr. Day
- 21 Jan 31 non-instructional workday (see 8.04.A.1)
- Feb 17-18 Mid-Winter Break
- Mar 28 Elem conference prep LIF
- Mar 31-Apr 1 Elem conference days (see Section 8.04.A.5)
- Apr 4 2.5 hr student/employee early release (see 8.04.A.5.b)
- Apr 7-11 Spring Break
- 17 May 26 Memorial Day
- Jun 6 reduced student day (see 8.04.A.7)
- Jun 17 **last day of school - student/employee early release (see 8.04.A.3)**
- Jun 18+ potential inclement weather make-up days (see 8.04.A.6)
- Jun 19 Juneteenth

\* see note on right      schools closed      non-instructional workday (no students)

## APPENDIX 4B – 2025-26 WORK CALENDAR

2025				
MON	TUE	WED	THUR	FRI
<b>JULY</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
<b>AUGUST</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27*	28	29
<b>SEPTEMBER</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
<b>OCTOBER</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31*
<b>NOVEMBER</b>				
3*	4*	5	6	7*
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<b>DECEMBER</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19*
22	23	24	25	26
29	30	31		

2026				
MON	TUE	WED	THUR	FRI
<b>JANUARY</b>				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<b>FEBRUARY</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
<b>MARCH</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27*
30*	31*			
<b>APRIL</b>				
		1	2	3*
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
<b>MAY</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
<b>JUNE</b>				
1	2	3	4	5*
8	9	10	11	12
15*	16*	17*	18*	19
22	23	24	25	26
29	30			

- 18 Aug X flexible non-instructional workday (see 8.04.A.1 and note below)
- 18 Aug 25 non-instructional workday (see 8.04.A.2)
- Aug 26 non-instructional workday (see 8.04.A.2)
- Aug 27 **first day of instruction**
- Sep 1 Labor Day
- Oct 10 non-instructional workday (see 8.04.A.2)
- Oct 31 Elem & MS conference prep LIF
- 15 Nov 3-4 Elem & MS conference days (see 8.04.A.5)
- Nov 7 2.5 hr student/employee early release (see 8.04.A.5.a)
- Nov 11 Veterans Day
- Nov 26-28 Thanksgiving Break
- Dec 19 2.5 hr student/employee early release (see 8.04.A.3)
- Dec 22-Jan 2 Winter Break
- 22 Jan 19 Martin Luther King Jr. Day
- Jan 23 non-instructional workday (see 8.04.A.1)
- Feb 16-20 Mid-Winter Break
- Mar 27 Elem conference prep LIF
- Mar 30-31 Elem conference days (see Section 8.04.A.5)
- Apr 3 2.5 hr student/employee early release (see 8.04.A.5.b)
- 17 Apr 6-10 Spring Break
- May 25 Memorial Day
- Jun 5 reduced student day (see 8.04.A.7)
- Jun 15 **last day of school - student/employee early release (see 8.04.A.3)**
- Jun 16+ potential inclement weather make-up days (see 8.04.A.6)
- Jun 19 Juneteenth

Note: one non-instructional workday for employees worked whenever employee chooses once the workspace is available and prior to the first student day

\* see note on right      schools closed      non-instructional workday (no students)



APPENDIX 5A – OBSERVATION REPORT FORM

Everett Public Schools

Name of Employee: \_\_\_\_\_ Position: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_

Type of Evaluation:     Long Form    Short Form    PGO

PRE-OBSERVATION (if applicable):  
\_\_\_\_\_

Pre-observation conference date (if applicable): \_\_\_\_\_

Evaluative criteria and indicators to be observed (see Appendices 6A-6D). Notes:

OBSERVATION DATA  
\_\_\_\_\_

Date of Observation: \_\_\_\_\_ Time of Observation: \_\_\_\_\_  
(starting/ending)

Subject: \_\_\_\_\_ Number of Students: \_\_\_\_\_

Observation data:

POST-OBSERVATION (if applicable):  
\_\_\_\_\_

Post-observation conference date (if applicable): \_\_\_\_\_

Strengths in evaluative criteria areas (Appendices 6A-6D):

Recommendations in evaluative criteria areas (Appendices 6A-6D):

Optional Employee Comments:

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

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

APPENDIX 5B – ESA PERFORMANCE EVALUATION

**ESA PERFORMANCE EVALUATION**

(Librarian, CRC Facilitator, TOSA (e.g., reading and math specialist))

Type of Evaluation:  
                     Probation  
                     Annual  
                     Other  
(Be specific, e.g.  
Regular form, Short  
form A or B)

Two copies of this form should be completed. One to be given to the employee, the other is to be forwarded Human Resources.

Name of Employee \_\_\_\_\_ Year of Evaluation \_\_\_\_\_

School \_\_\_\_\_ Employee Assignment \_\_\_\_\_

It is my judgment based upon adopted criteria that this employee's overall performance has been:

\_\_\_\_\_ Satisfactory-Proficient \_\_\_\_\_ Satisfactory-Distinguished  
\_\_\_\_\_ Unsatisfactory during the evaluation period covered in this report.

\_\_\_\_\_  
Administrator

1. Knowledge and Scholarship in Special Field -

2. Specialized Skill -

3. Management of Special and Technical Environment -

4. Professionalism -

5. Involvement in Assisting Pupils, Parents and Educational Persons -

Additional Comments -

Factors Influencing Employee Performance Adversely -

Sources of Information -

Optional Employee Comment -

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

---

Supervisor Signature

Date

---

Employee Signature

Date

APPENDIX 6 – ESA PERFORMANCE EVALUATION

**ESA PERFORMANCE EVALUATION**

(Counselor, Social Worker, School Psychologist,  
Physical and Occupational Therapist, Speech/Language Pathologist)

Type of Evaluation:  
                     Probation  
                     Annual  
                     Other  
 (Be specific, e.g.  
 Regular form, Short  
 form A or B, or PGP)

Two copies of this form should be completed. One to be given to the employee, the other is to be forwarded Human Resources.

Name of Employee \_\_\_\_\_ Year of Evaluation \_\_\_\_\_

School \_\_\_\_\_ Employee Assignment \_\_\_\_\_

It is my judgment based upon adopted criteria that this employee's overall performance has been:

\_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory during the evaluation period covered in this report.

\_\_\_\_\_  
Administrator

1. Knowledge and Scholarship in Special Field -

2. Specialized Skill -

3. Management of Special and Technical Environment -

4. Professionalism -

5. Involvement in Assisting Pupils, Parents and Educational Persons -

Additional Comments -

Factors Influencing Employee Performance Adversely -

Sources of Information -

Optional Employee Comment -

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

---

Supervisor Signature

Date

---

Employee Signature

Date

**APPENDIX 6A – CRITERIA FOR ANALYSIS FOR COUNSELORS & SOCIAL WORKERS****(ESA PERSONNEL)**

It is understood that the five (5) categories for evaluation outlined below are applicable to all ESA staff personnel but the specific criteria thereunder are applicable to only COUNSELORS and SOCIAL WORKERS. These criteria for analysis are designed to assist the staff members and evaluator in defining the skills of a COUNSELOR and SOCIAL WORKER (ESA) staff member as well as to evaluate performance as required by law.

**I. Knowledge and Scholarship in Special Field**

- A. Exhibits ability to explain the use of theoretical approaches in curriculum, individual planning and responsive services.
- B. Demonstrates knowledge of the basic principles of human growth and development in curriculum, individual planning and responsive services.

**II. Specialized Skills**

- A. Designs and conducts a program providing specific and unique services within the employee's discipline in curriculum, individual planning and responsive services.
- B. Provides leadership in using specialized information in the regular curricular program in system support.
- C. Functions effectively as a resource consultant in system support.
- D. Participates in student support team(s) in system support.
- E. Provides transitional activities between the current and next educational level in individual planning.
- F. Promotes and supports a school climate that enhances student personal/school/career development growth and academic achievement in system support.

**III. Management of Special and Technical Environment**

- A. Selects and recommends devices, materials and equipment appropriate to student needs in individual planning.
- B. Uses comparative and interpretive data individual planning in individual planning.

**IV. Professionalism**

- A. Commitment to professional activities, continuing professional preparation and growth in curriculum, individual planning and responsive services.
- B. Acknowledges personal, legal and professional limitations by making appropriate referrals for students and families to services within school and community in individual planning and responsive services.
- C. Contributes to overall school assessment program in system support.
- D. Creates an environment which provides privacy and protects students and family information as mandated by federal and state regulations in individual planning and responsive services.
- E. Demonstrates effective oral and written communication skills in various settings in curriculum, individual planning and responsive services.

- F. Demonstrates a professional balance between theory and practice in curriculum, individual planning, responsive services and system support.
- G. Effectively contributes to the overall mission of the school in system support.
- H. Develops personal goals in curriculum, individual planning, responsive services and system support.
- I. Follows through and responds to recommendations and feedback in curriculum, individual planning, responsive services and system support.
- J. Participates in District Comprehensive Guidance and Counseling program planning in system support.

**V. Involvement in Assisting Pupils, Parents, and Education Personnel**

- A. Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs in individual planning, responsive services and system support.
- B. Plans, develops and/or implements ESA programs to serve the preventive and developmental needs of the school population and the special needs for some students in curriculum.
- C. Develops effective working relationships with students, staff, parents and community in system support.
- D. Cooperates effectively as team member to serve the needs of students, staff and parents in curriculum, individual planning, responsive services and system support.

## APPENDIX 6B – CRITERIA FOR ANALYSIS FOR ESA PERSONNEL

ESA personnel include: School Psychologists, Therapists, and Speech/ Language Pathologists

It is understood that the five (5) categories for evaluation outlined below are applicable to all ESA staff personnel but that all of the specific criteria thereunder may not be applicable to all such situations. These criteria for analysis are designed to assist the staff members and evaluator in defining the skills of an ESA staff member as well as to evaluate performance as required by law.

### I. Knowledge and Scholarship in Special Field

- A. Exhibits ability to explain the employee's use of various procedures;
- B. Demonstrates knowledge of the basic principles of human growth and development;
- C. Relates and applies knowledge, research findings and theory derived from the employee's discipline to develop a program of services.

### II. Specialized Skills

- A. Designs and conducts a program providing specific and unique services within the employee's discipline;
- B. Synthesizes and integrates testing and nontesting data concerning the student:
  - 1. Helps the student to use such data;
  - 2. Helps others involved with the student understand and use such data in working with the student;
  - 3. Helps other specialists by providing case study material.
- C. Administers assessment procedures or organizes and assists those who will administer assessment procedures;
- D. Assists employees and administrators to utilize specialized information into the regular curricular program.

### III. Management of Special and Technical Environment

- A. Selects and recommends testing and non-testing devices, materials and equipment appropriate to student needs;
- B. Demonstrates knowledge of limitations and restrictions of testing and non testing devices, materials and equipment;
- C. Uses comparative and interpretive data;
- D. Creates an environment which provides privacy and protects students and family information as mandated by federal and state regulations.

### IV. Professionalism

- A. Commitment to professional activities:
  - 1. Continues professional preparation and growth through keeping informed on current trends, tendencies and practices in the employee's field, using professional organizations as sources;



2. Continues professional preparation and growth through participating in and utilizing conferences, workshops, and other in-service training offerings.
- B. Effort toward improvement when needed. The staff member demonstrates an awareness of the employee's limitations and strengths by efforts to improve or enhance competence. The staff member is committed to and participates in:
1. In-service and career development activities sponsored by the District, educational service district, and professional organizations;
  2. Continuing education and training initiated and selected by the individual;
  3. Follow-through and response to recommendations included in periodic and annual personnel evaluations:
    - a. Is responsive to suggestions for improvement;
    - b. Attempts to implement suggestions for improvement.
- C. Acknowledges personal and professional limitations:
1. Has the ability to make appropriate referrals;
  2. Aware of limitation as defined by law.

**V. Involvement in Assisting Pupils, Parents, and Education Personnel**

- A. Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs;
- B. Plans and develops an ESA program to serve the preventive and developmental needs of the school population and the special needs for some students;
- C. Interprets characteristics and needs of students to parents, staff, and/or community in group and individual settings via oral and written communications;
- D. Develops good relationships with parents and community by:
  1. Cooperating with them to improve the educational program for individual students and the District;
  2. Presenting the school's program to the public when opportunities are available, in a professional manner.

**APPENDIX 6C – EVALUATIVE CRITERIA FOR LIBRARIANS**

**Criterion 1: Knowledge and Scholarship in Special Field**

**WA State Criterion 4: Providing clear and intentional focus on subject matter content and curriculum**

1a: Demonstrating knowledge of current trends in library information and technology practice

1d: Demonstrating knowledge of and access to resources

1e: Collaborating with teachers to design coherent instruction

**Criterion 2: Specialized Skills**

**WA State Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs**

1b: Demonstrating knowledge of the school's program and student information needs within that program

1c: Establishing goals for the library media program appropriate to the setting and students served

3d: Using assessment in instruction and delivery of services

3e: Demonstrating flexibility and responsiveness

**Danielson Criterion 5: Fostering and managing a safe, positive learning environment**

2a: Creating an environment of respect and rapport

2c: Establishing and managing library policies/procedures

2d: Managing student behavior

2e: Organizing use of physical space

**Criterion 3: Management of Special and Technical Environment**

**WA State Criterion 6: Using multiple student data elements to modify instruction and improve student learning**

1f: Developing a plan to evaluate students use of the library media program

**Criterion 4: Professionalism**

**WA State Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

4e: Growing and developing professionally

**Criterion 5: Involvement in Assisting Pupils, Parents and Educational Personnel**

**WA State Criterion 1: Centering instruction on high expectations for student achievement**

2b: Establishing a culture for investigation and an appreciation of learning and research

**WA State Criterion 2: Demonstrating effective teaching practices**

3c: Engaging students in learning

3b: Assisting stakeholders in the use of library and technology resources

4a: Reflecting on practice

**WA State Criterion 7: Communicating and collaborating with parents and the school community**

4d: Participating in a professional community

**WA State Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

3a: Maintaining and extending the library collection

4b: Maintaining accurate records

4c: Communicating with the larger community

4f: Showing professionalism

**APPENDIX 6D – EVALUATIVE CRITERIA FOR CRC FACILITATORS AND TOSAS**

**(e.g., math, reading specialists)**

**Criterion 1: Knowledge and Scholarship in Special Field**

**WA State Criterion 4: Providing clear and intentional focus on subject matter content and curriculum**

1a: Demonstrating knowledge of current trends in specialty area and professional development

1d: Demonstrating knowledge of resources both within and beyond the school and district

1e: Planning the instructional support program integrated with the overall school program

**Criterion 2: Specialized Skills**

**WA State Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs**

1b: Demonstrating knowledge of the school's program and levels of teacher skill in delivering that program

1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served

3d: Using assessment with teachers to support instructional improvement

3e: Demonstrating flexibility and responsiveness

**WA State Criterion 5: Fostering and managing a safe, positive learning environment**

2a: Creating an environment of respect and rapport

2c: Managing instructional support procedures

2d: Establishing and maintaining norms of behavior for professional interactions

2e: Organizing physical space for workshop or training

**Criterion 3: Management of Special and Technical Environment**

**WA State Criterion 6: Using multiple student data elements to modify instruction and improve student learning**

1f: Developing a plan to evaluate the instructional support program

**Criterion 4: Professionalism**

**WA State Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

4e: Engaging in professional development

**Criterion 5: Involvement in Assisting Pupils, Parents and Educational Personnel**

**WA State Criterion 1: Centering instruction on high expectations for student achievement**

2b: Establishing a culture for ongoing instructional improvement

**WA State Criterion 2: Demonstrating effective teaching practices**

3c: Engaging teachers in learning new instructional skills

3b: Sharing expertise with staff

4a: Reflecting on practice

**WA State Criterion 7: Communicating and collaborating with parents and the school community**

4d: Participating in a professional community

**WA State Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

3a: Communicating with teachers regarding design and delivery of instructional practice

4b: Accurate recordkeeping

4c: Coordinating work with other facilitators

4d: Participating in a professional community

4f: Showing professionalism, including integrity and confidentiality

## APPENDIX 7 – 2024-25 SCHOOL YEAR ASSESSMENTS

## STATE OR FEDERAL REQUIRED STUDENT ASSESSMENTS

**Kindergarten**

Teaching Strategies GOLD	Fall	by November 15
Early Literacy Screening: i-Ready Reading Diagnostic and Rapid Automized Naming (RAN)	Winter	January 6 – February 14
Early Literacy Screening: i-Ready Reading Diagnostic and Oral Fluency Tasks	Spring	April 28 – June 6

**First Grade**

LEAP screening assessment	Fall	October 14 – October 18
Early Literacy Screening: i-Ready Reading Diagnostic and Rapid Automized Naming (RAN)	Winter	January 6 – February 14

**Second Grade**

Early Literacy Screening: i-Ready Reading Diagnostic and Oral Fluency Tasks	Fall	September 9 - October 11
Early Literacy Screening: i-Ready Reading Diagnostic and Rapid Automized Naming (RAN) <sup>1</sup>	Winter	January 6 – February 14 (if not tested in prior year)

**Third Grade**

English Language Arts (ELA) and Math Smarter Balanced Assessment (SBA) Grade 3	Spring	March 3 to June 6
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**Fourth Grade**

ELA and Math SBA Grade 4	Spring	March 3 to June 6
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**Fifth Grade**

LEAP screening assessment	Fall	October 21 – October 25
ELA and Math SBA Grade 5	Spring	March 3 to June 6
Washington Comprehensive Assessment of Science (WCAS)	Spring	April 7 to June 6
Health and Fitness Classroom Based Assessment (CBA) (PE)		September to June
Civics CBA		September to June
Music Classroom Performance Based Assessment (CPBA) (Specialist)		September to June
Visual Arts CBA (Specialist)		September to June

**Sixth Grade**

ELA and Math SBA Grade 6	Spring	March 3 to June 6
i-Ready Diagnostic Reading and Math <sup>2</sup>	Fall	September 9 – October 4
i-Ready Diagnostic Reading and Math <sup>2</sup>	Winter	January 6 – February 7

**Seventh Grade**

ELA and Math SBA Grade 7	Spring	March 3 to June 6
i-Ready Diagnostic Reading and Math <sup>2</sup>	Fall	September 9 – October 4
i-Ready Diagnostic Reading and Math <sup>2</sup>	Winter	January 6 – February 7
Health and Fitness CBA (PE)		September to June

**Eighth Grade**

ELA and Math SBA Grade 8	Spring	March 3 to June 6
WCAS Grade 8	Spring	April 7 to June 6
i-Ready Diagnostic Reading and Math <sup>2</sup>	Fall	September 9 – October 4
i-Ready Diagnostic Reading and Math <sup>2</sup>	Winter	January 6 – February 7
Civics CBA		September to June
Music CPBA (Specialist)		September to June
Visual Arts CBA (U.A. Art)		September to June

**High School**

Sophomores: ELA and Math SBA Grade 10	Spring	March 3 to June 6
Juniors: WCAS Grade 11	Spring	April 7 to June 6
Health and Fitness CBA (Grade 9 PE)		by end of course
Civics 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 Multilingual Learners**

WIDA

January 27 - March 21

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

<sup>2</sup>Meets LAP assessment requirement.

**DISTRICT STUDENT ASSESSMENTS**

**Kindergarten**

Kindergarten Assessment

Winter  
Spring

prior to semester report card  
prior to semester report card

**First Grade**

i-Ready Math Diagnostic

Fall  
Winter

September 9 – October 4  
January 6 – February 7

i-Ready Reading Diagnostic and Oral Fluency Tasks

Fall  
Winter  
Spring

September 9 – October 11  
January 6 — February 14  
April 28 – June 6

**Second Grade**

i-Ready Math Diagnostic

Fall  
Winter

September 9 – October 4  
January 6 – February 7

i-Ready Reading Diagnostic and Oral Fluency Tasks

Fall  
Winter  
Spring<sup>1</sup>

September 9 – October 11  
January 6 — February 14  
April 28 – June 6

**Grades 3-5**

i-Ready Reading and Math Diagnostic

Fall  
Winter

September 9 – October 4  
January 6 – February 7

**Grade 6 – 12** Units and Assessments

Per District Curriculum Map

**Tenth Grade**

PSAT

October 9

**Eleventh Grade**

SAT

March 5

<sup>1</sup>i-Ready Diagnostic is State required for those students below standard in the Fall; District required for all others.

**APPENDIX 8A – STEP ONE: (FORM A)**

(Type or Print)  
NOTICE OF STEP ONE GRIEVANCE

Grievant: \_\_\_\_\_

School: \_\_\_\_\_ Subject Area or Grade: \_\_\_\_\_

Immediately Involved Administrator: \_\_\_\_\_

Association Representative: \_\_\_\_\_

STATEMENT OF GRIEVANCE

A. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Section(s) of Agreement relied upon or claimed to be violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT

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\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

DISTRIBUTION OF COPIES: Step One Administrator  
Association Representative  
Association President  
Assistant Superintendent of Human Resources  
Grievant



**APPENDIX 8B – STEP ONE: (FORM B)**

(Type or Print)

**STEP ONE RESPONSE**

(To be completed by administrator within ten (10) days after grievance hearing)

Grievant: \_\_\_\_\_

School: \_\_\_\_\_ Subject Area or Grade: \_\_\_\_\_

Immediately Involved Administrator: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Step One Grievance Received: \_\_\_\_\_ Date of Step One Hearing: \_\_\_\_\_

Persons at Meeting: \_\_\_\_\_

DECISION OF ADMINISTRATOR AND REASONS THEREFORE

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\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

ATTACHMENTS:      Copies of exhibits presented at meeting, including Form A

DISTRIBUTION OF COPIES:    Step One Administrator  
   Association Representative  
   Association President  
   Assistant Superintendent of Human Resources  
   Grievant

APPENDIX 8C – STEP TWO: (FORM C)

(Type or Print)

NOTICE OF STEP TWO GRIEVANCE

(To be completed by grievant within ten (10) days after grievant’s receipt of Step One response)

Grievant: \_\_\_\_\_

School: \_\_\_\_\_ Subject Area or Grade: \_\_\_\_\_

Immediately Involved Administrator: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Step One Grievance Received: \_\_\_\_\_

STATEMENT OF GRIEVANCE (REASON FOR APPEALING TO STEP TWO)

A. Statement of Grievance: \_\_\_\_\_

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\_\_\_\_\_

B. Section(s) of Agreement relied upon or claimed to be violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

ATTACHMENTS: Copies of Forms A and B

DISTRIBUTION OF COPIES: Step One Administrator  
Association Representative  
Association President  
Assistant Superintendent of Human Resources  
Grievant

APPENDIX 8D – STEP TWO: (FORM D)

(Type or Print)  
STEP TWO RESPONSE

(To be completed by Superintendent/designee within ten (10) days after grievance hearing)

Grievant: \_\_\_\_\_

School: \_\_\_\_\_ Subject Area or Grade: \_\_\_\_\_

Immediately Involved Administrator: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Step Two Grievance Received: \_\_\_\_\_ Date of Step Two Hearing: \_\_\_\_\_

Persons at Meeting: \_\_\_\_\_

DECISION OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE

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\_\_\_\_\_  
Signature of Superintendent/designee

\_\_\_\_\_  
Date

ATTACHMENTS:      Copies of exhibits presented at meeting, including Forms A, B and C

DISTRIBUTION OF COPIES:    Step One Administrator  
   Association Representative  
   Association President  
   Assistant Superintendent of Human Resources  
   Grievant

**APPENDIX 8E – STEP THREE: (FORM E)**

(Type or Print)

**DETERMINATION REGARDING ARBITRATION**

(To be completed by Association President within seven (7) days after receipt of grievant's request)

Grievant: \_\_\_\_\_

School: \_\_\_\_\_ Subject Area or Grade: \_\_\_\_\_

Immediately Involved Administrator: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Grievant Received Step Two Response: \_\_\_\_\_

Date Association Received Grievant's Request: \_\_\_\_\_

DETERMINATION BY ASSOCIATION:

\_\_\_\_\_ The Association has determined that this grievance will not be submitted to arbitration.

\_\_\_\_\_ The Association has determined that this grievance is to be submitted to arbitration.

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

ATTACHMENTS:      Copies of Forms A, B, C and D

DISTRIBUTION OF COPIES:    Step One Administrator  
   Association Representative  
   Association President  
   Assistant Superintendent of Human Resources  
   Grievant

## APPENDIX 9 – SALARY SCHEDULE PLACEMENT REGULATIONS

## Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

**WAC 392-121-249 Definition—Accredited institution of higher education.** As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

**WAC 392-121-250 Definition—Highest degree level.** As used in this chapter, the term "highest degree level" means:

- (1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or
- (2) "Nondegreed" for a certificated instructional employee who:
  - (a) Holds no bachelor's or higher level degree; or
  - (b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:
    - (i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and
    - (ii) Whose highest placement pursuant to WAC 392-121-270 is as a nondegreed certificated instructional employee.

**WAC 392-121-255 Definition—Academic credits.** As used in this chapter, "academic credits" means credits determined as follows:

- (1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;
- (3) Credits are earned from an accredited institution of higher education: Provided, That credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;
- (4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, That for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;
- (5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;
- (6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;
- (7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and
- (8) Accumulate credits rounded to one decimal place.

**WAC 392-121-257 Definition—In-service credits.** As used in this chapter, "in-service credits" means credits determined as follows:

- (1) Credits are earned:
  - (a) After August 31, 1987; and
  - (b) After the awarding or conferring of the employee's first bachelor's degree.
- (2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.
- (3) Credits are earned in either:
  - (a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which

has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or

(b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.

(4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.

(7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.

(8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.

(a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.

(b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.

(9) Accumulate credits rounded to one decimal place.

**WAC 392-121-259 Definition—Nondegree credits.** As used in this chapter, "nondegree credits" means credits recognized for nondegreed certificated instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

**WAC 392-121-261 Definition—Total eligible credits.** As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who obtain a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor.

- (2) For an employee whose highest degree is a master's degree, sum:
  - (a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and
  - (b) Academic and in-service credits earned after the awarding or conferring of the master's degree.
- (3) For a nondegreed employee sum only nondegree credits.

**WAC 392-121-262 Definition—Additional criteria for all credits.** Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

- (1) At the time credits are recognized by the school district or charter school, 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 RCW 28A.655.110, the annual school performance report, for 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 endorsement as prescribed by the Washington professional educator standards board;
  - (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;
  - (f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
  - (g) Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.
- (2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district and charter school employers; and
- (3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

**WAC 392-121-264 Definition—Certificated years of experience.** Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

- (1) Professional education employment shall be limited to the following:
  - (a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:
    - (i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;
    - (ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;
  - (b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;
  - (c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service

district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;

(d) Experience in the following areas:

(i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and

(ii) Sabbatical leave.

(e) For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

(f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:

(i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other nonschool position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

(A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

(A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

(A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and



(B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).

(x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.

(2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:

(a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.

(b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.

(i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.

(d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

**WAC 392-121-266 Definition—LEAP salary allocation documents.** As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

**WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents.** Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

(1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.

(2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.

(3) An employee whose highest degree level is nondegreed shall be placed on the BA columns except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.

(4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.

(5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

**WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required.** School districts and charter schools shall have documentation on file and available for review which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

(1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.

(a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.

(b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.

(c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

(a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;

(b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;

(c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;

(d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and

(e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

(a) By having on file a document meeting standards established in WAC 181-85-107; and

(b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

(a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).

(b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:

(i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);

- (ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and
- (iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).
- (c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.
- (5) Districts and charter schools shall document certificated years of experience as follows:
  - (a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.
  - (b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:
    - (i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;
    - (ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, That documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;
    - (iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;
    - (iv) The name and address of the employer;
    - (v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);
    - (vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;
    - (vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);
    - (viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).
- (6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.
- (7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.

## LETTER OF AGREEMENT – 2024-25 WORK YEAR

The Everett Education Association and Everett School District agree to use the Section 8.04.A language below for the 2024-25 school year to allow a transition year before implementation of the new language printed in the current collective bargaining agreement.

### SECTION 8.04 – LENGTH OF WORK YEAR AND EXTENDED CONTRACTS

#### A. Length of Work Year

The length of the employee base contract shall be one hundred eighty-five (185) days and the work year shall consist of one hundred eighty (180) instructional days and five (5) non-instructional days. Work year calendars for the duration of this Agreement are included in Appendix 4 and incorporated herein by reference.

1. Employee services provided to the District on two (2) of the non-instructional workdays will be timely to the needs of each employee in the implementation of programs and the employee's classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the individual employee. One (1) of these days shall be on the Tuesday immediately preceding the first day of the student school year. One (1) of these days shall be on the day between the semesters near the end of January. On the day between semesters, employees will have the discretion to work offsite with the expectation that grades will be submitted on time.
2. Employee services provided to the District on three (3) of the non-instructional workdays will be timely to the needs of each employee in the implementation of programs and the employee's classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the District. 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. 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 Winter Break and the last day of school.
4. All schools will be on a semester grading basis. Submission of student grades at elementary and high school shall not be required earlier than four (4) days after the end of the first semester. Submission of student grades at elementary schools shall not be required earlier than five (5) days before the end of the school year. Submission of student grades at secondary schools shall not be required earlier than the day before the end of the school year.
5. Conference Days:
  - a. Elementary/Middle School Fall Conference Days shall be full days the Monday and Tuesday of the first full week of November and 2.5 hours after the workday on either Monday or Tuesday of that week (rotating for elementary and middle school each year). In lieu of conferencing, high school employees shall work an open house after the school day in the fall. All employees shall be released from all duties 2.5 hours early on the Friday during the fall conference week.
  - b. Elementary Spring Conference Days shall be full days the Monday and Tuesday in the week prior to Spring Break and 2.5 hours after the workday on either Monday or Tuesday of that week (determined at the school level). In lieu of conferencing, middle school and high school employees shall work a commencement,

culminating event, or other school activity approved by the administrator after school hours in the spring. The list of activities shall be provided to employees by end of the first semester. All employees shall be released from all duties 2.5 hours early on the Friday during the spring conference week.


- c. The type of conference shall be within the discretion of the employee. Conference preparation shall be held on the Learning Improvement Friday prior to conferences. 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.
- 6. First instructional day shall be the Wednesday after Labor Day. In the event of school closures due to inclement weather or other emergencies, instructional days will be added at the end of the school year.
- 7. A two and one-half hour reduced student day for all levels for activities consistent with Section 8.04.A.1 shall be scheduled for the Friday that is two Fridays before the last work day in June.
- 8. The building leadership team/council at each high school shall solicit input from teachers and develop a student finals schedule for each semester. If the schedule has financial, transportation or instructional minute impact, the schedule must have the approval of the superintendent.
- 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.
- 10. Spring Break will be five consecutive weekdays beginning on the Monday of the first full week of April.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Dr. Ian B. Saltzman, Superintendent

10/11/2024  
\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Jared Kink, President

10/10/24  
\_\_\_\_\_  
Date

## LETTER OF AGREEMENT – ML INSTRUCTION

This Letter of Agreement is entered into between the Everett School District ("District") and the Everett Education Association ("Association"). This agreement shall be effective beginning September 1, 2024 and shall expire at the conclusion of the 2025-26 school year.

### A. Elementary ML Coach

1. All 1.0 FTE elementary ML coaches shall receive 2 days/15 hours supplemental contract for additional responsibilities related to their job assignment.
2. All 0.5 FTE will receive 1 day / 7.5 hours supplemental contract for additional assignments related to their job assignment.
3. ML coaches split between schools shall meet with their principals, the ML facilitator, ML Director, and the Categorical Programs Director by the end of September to review expectations and responsibilities, including workday and work year schedules.

### B. Secondary ML Coach (support teacher)

1. Each secondary school in collaboration with the Multilingual Department can assign at least one ML teacher as an ML Coach (support teacher) who will provide a coaching period to help support and facilitate classroom instruction. Each secondary ML Coach in collaboration with district facilitators shall be responsible for assisting general education teachers with differentiating and scaffolding lessons for MLs, observing and coaching general education teachers in SIOP strategies, and presenting SIOP strategies | ML differentiation strategies at department meetings. Coaching could be provided through observations, professional development, online modules, help with lesson planning and scaffolding, and modeling instructional strategies. In collaboration with EEA, a plan will be created to implement the coaching model at each secondary school with a target of the 2023-24 school year.
2. Each secondary ML teacher filling a ML coach position 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 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.

### C. Middle School ML Teachers

1. All 1.0 FTE Secondary ML teachers shall be assigned a monitoring period to focus on ML program and academic success by connecting with students, collaborating with ML stakeholders, communicating with families, managing caseloads and tracking students' progress (not for student discipline referrals). This is current contract language.
2. One middle school ML teacher shall receive up to 7.5 hours at per diem to assist with building scheduling in August.
3. The District will provide a list of all middle school ML teachers, and who is fulfilling the ML Coaching Role and ML teaching positions for each middle school by September 15.

### D. High School ML Teachers

1. All 1.0 FTE Secondary ML teachers shall be assigned a monitoring period to focus on ML program and academic success by connecting with students, collaborating with ML

stakeholders, communicating with families, managing caseloads and tracking students' progress (not for student discipline referrals). This is current contract language

2. The District will provide a list of all secondary sheltered general education teachers, ML teachers, and who is fulfilling the ML Coaching Role for each high school by September 15.

E. Categorical Programs will communicate ML staff responsibilities to administrators and ML staff at the beginning of the school year, no later than October 15.

**F. Sheltered ML Classes**

1. The Everett Education Association and the Everett School District agree to suspend Section 9.02.A.2 with regard to ML equitable distribution at Everett, Cascade, Jackson, and Sequoia high schools in order to provide sheltered ML classes. A "sheltered ML class" is one in which a higher concentration of ML students is assigned, rather than spread equitably, in order to facilitate support for these students' educational needs.
2. The number of sheltered ML 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 ML students at each school. This will be reviewed by administration and the Director of Categorical at the semester and adjustments will be made as needed.
3. Teachers will only be assigned to these sheltered ML classes after a conversation between the teacher and administration has taken place and appropriate rationale is provided for the teaching assignment. The Association, human resources, and the Director of Categorical shall review and confirm all placements no later than one week before the end of the previous school year. Teachers who currently hold an ELL and appropriate content endorsement should be considered first followed by teachers with experience working with the ML population and current content area standards. First year teachers shall not be assigned to teach sheltered classes.
4. Each of the assigned teachers shall be provided two (2) days of training to support their instruction as early as feasible this school year one of the 2 days must take place prior to the first student day. 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 ML teachers and support staff in order to coordinate program alignment. If an additional sheltered class needs to be added based on late and unpredicted enrollment this training will be provided as early as feasible this school year.
5. Each of the assigned teachers shall be provided five (5) hours of per diem pay to collaborate with other sheltered teachers.
6. Each sheltered class shall have no more than 22 students. For sheltered class sizes over 22 students, sheltered teachers can choose between the District compensating the affected employee at the rate of \$15 for each student day above 22 students or a para educator for each period over 22. Beginning at semester, no class shall exceed 27 students.
7. 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 ML classes are offered.
8. In coordination with the EEA, the District will develop a plan to shift from a sheltered ML approach to a more comprehensive system of support for ML students. This plan will outline supports for teachers serving ML students, a timeline, and the necessary professional development for a successful program.

FOR THE DISTRICT:

  
\_\_\_\_\_  
Dr. Jan B. Saltzman, Superintendent

10/11/2024  
\_\_\_\_\_  
Date

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Jared Kink, President

10/08/24  
\_\_\_\_\_  
Date



## LETTER OF AGREEMENT – SECONDARY CO-TEACHING

- A. A "co-teaching classroom" offers concentrated and collaborative instructional support for students with disabilities (SWD) in order to support students learning in their least restrictive environment (LRE) and affording access to grade-level standards. Typically, this includes two certificated staff sharing in the instructional responsibilities (one general education teacher partnering in an inclusive setting with one special education teacher) to support both general education and students with disabilities in the same class period with both instructors present in the classroom for the duration of the period.
- B. The number of co-teaching classes and the content of those classes will be decided by the special education director in conjunction with the administration at each school.
- C. Teachers will be assigned to these co-teaching classes with their agreement, and such voluntary agreement shall be confirmed by the Association no later than the last day of school the previous school year. Recognizing that principals have staff assignment responsibility, and that the most sustainable co-teaching arrangements are voluntary, principals will only non-voluntarily assign a co-teaching partnership if there is a need to establish at least one core academic course per grade level in English and Math. Teachers will not be assigned involuntarily to a co-teaching assignment two years in a row. No Special Education teacher shall be assigned more than two (2) co-teaching courses.
- D. Prior to the last day of school the previous school year, both teachers must meet and complete the co-teaching application. Co-teaching assignments may occur either as a result of District staffing or when a written staff proposal has been approved by the supervising administrator. The terms and responsibilities of a co-teaching assignment within the general education classroom (including but not limited to the individuals involved, grading, classroom discipline, pedagogy, parent communication, etc.) shall be divided according to an annual plan developed by employees and approved by the District.
- E. Teachers in a co-teaching assignment may be observed and provided feedback by their evaluator in their co-teaching assignment. However, evidence collected shall not be used in their overall TPEP evaluation scoring unless a teacher requests it in writing to be used.
- F. In year one of a co-teaching partnership, each of the teachers shall be provided a minimum of 12 hours of training to support the teacher. Training shall include 4 hours of initial training prior to the school year or as early as is feasible in the school year. The remaining hours will be scheduled in two half-day professional learning increments in the winter and spring.
- In year two, each teacher in the co-teaching partnership shall be provided a minimum of 6 hours of training and support. Year 2 training shall include 2 hours of initial training prior to the school year or as early as is feasible in the school year. The remaining hours in Year 2 will be scheduled in one half-day release in the winter quarter.
- If training is provided outside the workday, the employee(s) shall be compensated at their per diem rate of pay.
- G. Every effort will be made by the building administration to create a master schedule that affords co-teaching arrangements a common planning period. There is a recognition that discretionary planning time is essential to sustaining a co-teaching partnership, and that there should be differentiated planning hours support for teachers with or without a common planning period and based on whether they are in year one or two of the partnership and whether they have multiple co-teaching partners.

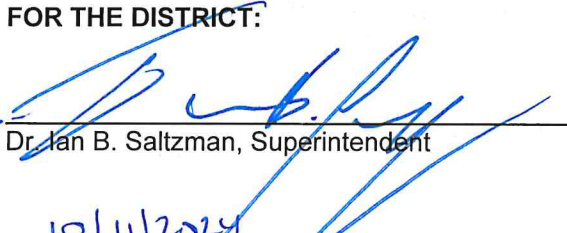
The following matrix details the differentiated planning time support:

	Common Planning Period (Yes)	Common Planning Period (No)	Multiple Partnerships (irrespective of common planning)
Year One	9 hours	18 hours	21 hours
Year Two	5 hours	9 hours	12 hours

This per diem time can be used in hourly increments and is to be used at their discretion to work with their co-teaching partner(s) or to work with general education staff who are also providing services, help staff who are participating in the inclusion model, and other work as deemed necessary by the teacher.

- H. If a specific certification or endorsement is required, the District shall work with the employee to ensure they can receive their certification. At a minimum, the District shall pay for the cost of the educational program to achieve the certificate or endorsement. Additionally, the District shall provide at least 5 release days for course work upon request.
- I. For each co-taught course partnership, the assigned teachers can use 1 release day per semester to work together with their co-teacher on planning, grading, etc. Each general education teacher who participates in co-teaching shall receive an additional per diem day of pay for compensation for the increase in IEP meeting preparation and time.
- J. For the specific classes that utilize the co-teaching model, no more than 9 students with IEPs specific to the subject will be assigned to the class period.
- K. 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 co-teaching classes are offered.
- L. The District and Association will meet periodically to address any additional supports that may be needed to support these pilots. The district shall provide the Association a list of all general education teachers and the corresponding special education co-teacher for this pilot before the first workday of the year.

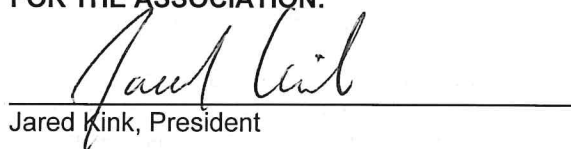
**FOR THE DISTRICT:**

  
 \_\_\_\_\_  
 Dr. Jan B. Saltzman, Superintendent

Date

10/11/2024

**FOR THE ASSOCIATION:**

  
 \_\_\_\_\_  
 Jared Kink, President

Date

10/10/24

## LETTER OF AGREEMENT – STUDENT GROWTH GOALS

This Letter of Agreement is entered into between the Everett School District (“District”) and the Everett Education Association (“Association”). This agreement shall be effective beginning September 1, 2024, and shall expire at the conclusion of the 2024-2025 school year.

- I. The Everett Education Association and the Everett School District agree to the contractual changes for Section 10.04 below, and the equivalent changes to Section 10.05, for the 2024-25 school year.

### SECTION 10.04 – COMPREHENSIVE EVALUATION FOR CLASSROOM TEACHERS

#### A. Self-assessment

The teacher completes a self-assessment of their performance under the instructional framework. Sharing the results of the self-assessment with the teacher’s evaluator is optional.

#### B. Goal Setting

1. The purpose of student growth goals is to promote instructional practice that is culturally responsive, socially and emotionally literate, and inclusive of each and every student. Teachers shall design a student growth goal that measures student learning experiences based on the current needs of their students. Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher and evaluator shall discuss professional goals, student growth learning experiences and the projected timing of their student growth goals to be used for the year. This meeting may coincide with the previous year’s summative evaluation meeting. The teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 at a practical time for a unit of study, for example within a unit, lessons, or a project, in order to observe a student growth learning experience. The goal for SG-6.1 and SG-8.1 may be the same goal. Student growth goals shall align with the language in the rubric and be narrative in nature. Percentages could be used in discussions, but should not be used in rubric scoring. Goals may be revised when circumstances change or if the goals are inappropriate for the students being served. Teachers may have multiple opportunities to set and meet growth goals during the year. How achievement of the goal or growth is determined shall be a part of an ongoing discussion that begins with the setting of the goal.
2. For the 2024-25 school year, the “Student Growth Goals Template” is required to assist in structuring the conversation towards a student growth goal. Responses may be in narrative or bulleted form, and adjusted as needed during the course of the evaluation cycle. Implementation and reflection of one’s responses informs the scoring of one’s student growth goal, not the completion of the template. Thoughtful responses to the guide are encouraged in order to make the evaluation conversations efficient and productive. The final student growth goal should be ongoing through the evaluation cycle and shall be completed no later than May 10.

#### C. Gathering of Evidence

1. Evidence is observed practice, products or results of the teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. Evaluators shall document evidence of performance readily available via observations and conversations so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. Teachers shall

not be required to provide a specific amount of artifacts. It is the nature and quality of the evidence, not the amount that determines its rating.

2. An accurate evaluation requires that corroborated and authentic evidence 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.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
5. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.12.
6. Teachers are encouraged to submit artifacts no later than the first Friday of May so that evaluators have time to consider the evidence prior to the final conference.
7. Evaluators shall not score a component based solely on a lack of an opportunity to observe or collect evidence of a particular component.

#### **D. Observations**

1. Observations are one type of evidence of professional performance relevant to the evaluative criteria.
  - a. Each teacher shall be observed formally in the course of professional performance at least two times for a minimum total of 60 minutes.
  - b. Within the 60 minutes required above, new employees shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment.
  - c. Teachers in their third year of provisional status shall be observed at least three times for a minimum total of 90 minutes.
2. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by timely pre-observation and post-observation conferences. Evaluators shall offer to hold such conferences in the teacher's classroom when possible. Observations can take place during times when the teacher is not instructing in the areas of the teacher's student growth goals.
3. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria. The pre-observation conference will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date.
4. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to

discuss opportunities for growth. Observation reports shall not be pre-scored. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom. The post-observation conference will occur within 10 school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference is rescheduled to a specific date. The evaluator's observation notes shall be shared with the teacher within three business days of the observation and prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within three school days after such report is prepared.

5. The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post-observation conference.

#### **E. Criterion Rating and Annual Conference**

Each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator. An end of the year evaluation conference shall be completed at least two weeks prior to the end of each school year.

#### **F. Overall Summative Performance Rating**

The final summative score must be determined by an analysis of evidence. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- 8-14 Unsatisfactory
- 15-21 Basic
- 22-28 Proficient
- 29-32 Distinguished

#### **G. Student Growth Measures**

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

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

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

2. Evidence for student growth learning experiences 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. The teacher should provide both formative and summative assessments as evidence. Evidence for student growth learning experiences 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.

3. A teacher who receives a 4 – Distinguished preliminary summative score and a Low student growth score will receive an overall 3 – Proficient rating.
4. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
5. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

**H. Final Report**

An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for each criterion (not components) and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. Any disclosure of evaluation results shall not include teachers' names, unless required by law.

- II. For the duration of the current collective bargaining agreement, Sections 10.04 and 10.05 may be re-opened prior to the start of a new school year at the request of either party to address issues related to student growth goals.
- III. To support employees during the student growth goal process, classroom teachers shall receive one (1) hour of professional development during the learning improvement day prior to the start of school and two (2) hours of professional development during the October learning improvement day.

**FOR THE DISTRICT:**

  
\_\_\_\_\_  
Dr. Jan B. Saltzman, Superintendent

10/11/2024  
\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Jared Kink, President

10/10/24  
\_\_\_\_\_  
Date