

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EVERGREEN PUBLIC SCHOOLS

AND

EVERGREEN EDUCATION ASSOCIATION

September 1, 2020 - August 31, 2023

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**PURPOSE**

It is the purpose of this Agreement to prescribe certain rules and obligations of the Evergreen Education Association, the employees covered under the 'Exclusive Recognition' provision of this Agreement, and Evergreen Public Schools, and to establish procedures governing the relationships between the Evergreen Public Schools, the Evergreen Education Association and employees covered by this Agreement in the Evergreen Education Association bargaining unit in accordance with the provisions of the Educational Employment Relations Act of 1975, Chapter 41.59 RCW.

**PREAMBLE**

This Agreement made and entered into by and between the Board of Director of the Evergreen Public Schools, County of Clark, Washington, hereinafter referred to as the "District" or "Board," and the Evergreen Education Association, hereinafter referred to as the "Association," includes all of the following articles and provisions.

*WITNESSETH:*

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Evergreen Public Schools in their mutual aim and that the character of such education depends predominately upon the quality and morale of the educators' service, and

WHEREAS, certificated employees are particularly qualified to advise to the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to the Educational Employment Relations Act, 41.59 RCW, to bargain with the Association as the representative of employees hereinafter designated, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **A. ARTICLE I – ADMINISTRATION**

### **SECTION A – Exclusive Recognition**

The District recognizes the Evergreen Education Association, pursuant to Chapter 41.59 RCW as the exclusive bargaining representative for certificated personnel employed or to be employed by the District, whether on contract or on District approved leave, in the following job titles: classroom teachers; counselors; Teacher Librarians; teacher specialists in music, physical education, art, Elementary Academic Intervention, and communication disorders; psychologists; CTE teachers; special education teachers; nurses, grade level and subject chairpersons; Cascadia Technical Academy employees; occupational therapists, physical therapists, student assistance specialists; and substance abuse coordinators; Board Certified Behavioral Analyst; Instructional Coaches; Middle School Deans; substitutes (as defined in this section) and all other certificated employees determined by the Public Employee Relations Commission “PERC” to be in the bargaining unit. Excluded from the Evergreen Education Association unit shall be the Superintendent, Administrative Services Center administrators, building administrators, and supervisory and confidential employees.

Substitute teachers employed by the District for more than 30 days of work within the current or preceding school year, who continue to be available for employment as substitute teachers are regular part-time employees of the District and are covered by this. Substitutes will have access to apply for in-district postings.

Substitute teachers employed by the District for 16 consecutive workdays in the same assignment are regular part-time employees of the District and are covered by this Agreement.

The District will not bargain with, or recognize, any “employee organization” other than the Association as representing the certificated employees of the District in the unit designated in this section.

Any challenges to this recognition shall be pursuant to the provisions set forth in applicable laws and Washington Administrative Regulations and resolved by petition to PERC.

### **Definitions**

When used herein, the following terms shall have the following meanings:

**Employee** A certificated employee of the District as defined in the Executive Recognition provision of this Agreement.

**Board’s designated negotiators, Board’s designated representatives** Those individuals who shall actively participate in the collective bargaining process provided for in Washington State law.

**Association representatives, consultants** Those individuals who are brought in by the Association as negotiators or consultants.

**Board** The Board of Directors of the Evergreen Public Schools

**District** The Evergreen Public Schools (EPS)

**Association** The Evergreen Education Association (EEA)

**Day** Day shall mean contracted workdays in the official calendar for employees. After June 1, “day” shall consist of all calendar days except holidays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

### **SECTION B – Status of the Agreement**

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees under this Agreement. Said rights and functions are not common to any other employee organization within the District. Other privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees officially represented by the Association. Payroll deduction for organization dues, and the right to participate as an organization officially representing employees in grievance processing, shall be an exclusive right of the Association.

This Agreement shall become effective when ratified by the Association and the Board, and then signed by authorized representatives of the Association and the District.

The Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms. The District reserves the right at any time to make, adopt, and implement rules, regulations, policies and practices not in conflict with this Agreement.

### **SECTION C – Agreement Compliance**

All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. The District will not solicit execution of any individual employee contract in violation of Washington State law.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

**SECTION D – Working Relationship between Evergreen Education Association (EEA) and Evergreen Public Schools (EPS)**

The EEA and EPS are committed to continued joint efforts to resolve problems during the term of this collective bargaining agreement.

As organizations and as individuals we expect to:

- Interact with mutual respect, dignity, and common courtesy.
- Appreciate individual differences and cultures.
- Make decisions based on what is best for meeting the needs of all students and adults in the organization.
- Maintain a safe and productive working and learning environment.
- Utilize effective communication processes.
- Commit to planned change.

In support of the above beliefs, we mutually agree to:

- Seek out best knowledge and support continuous learning.
- Support and extend opportunities to collaborate, support and effectively work as part of a team.
- Involve members in setting priorities.
- Follow a clearly defined decision-making process and implement the decisions made.
- Provide resources appropriate to achieving goals and outcomes. Respect and use resources appropriately.
- Periodically review past decisions.

The EEA President and the Chief Operations Officer and/or Senior Director of Human Resources will meet regularly to attempt to resolve problems involving individuals and/or small groups of employees.

The District and the Association shall meet in a monthly basis for the purpose of conducting labor management meetings for problem solving and notification of District and Association business. Such meetings shall include, for the Association: The Evergreen Education Association President, Executive Board Representatives, and a WEA-Riverside UniServ Director, as appropriate and necessary. And, for the District: representatives from Human Resources and the Instructional Cabinet, as appropriate and necessary. The District and Association shall periodically invite additional individuals to participate in the labor management meetings to assist with their work.

The site principal / supervisor and head association representative shall meet as needed to attempt to resolve building issues. See form in *Appendix A – EEA Building Rep and EPS Administration Problem Solving Session*.

### **SECTION E – Conformity to Law**

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington as interpreted by the Supreme Court. If any provision of this Agreement, or any application of this Agreement to any covered employee or groups of employees covered hereby shall be found contrary to law by a tribunal or competent jurisdiction, such provision or application of the Agreement shall continue in full force and effect.

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

### **SECTION F – Distribution of Agreement**

The most current edition of the negotiated agreement will be posted on the Evergreen Public Schools internet page which will allow all employees to access the agreement from their school computers. In addition, 300 printed copies will be provided to the Association. Contract revisions will be posted on the internet page and contract revision copies will be made available to bargaining unit employees through the Association.

The Agreement shall be made available for review by all applicants for certificated personnel positions by the Human Resources Office. The cost of printing and distribution of the Agreement shall be borne equally by the District and the Association.

Prior to general publication and not later than fifteen days after ratification by both the Association membership and Board, the District and the Association shall sit down together and proofread changes made to the Agreement. The Association and the District shall be responsible for accurate wording. Any errors discovered after distribution shall be correct within five days after each party finds the error and notifies the other party of such error.

### **SECTION G – Instructional Work Assignment of Employees**

Instructional work assignments customarily performed by employees of the District in its own facilities shall continue to be performed by the District and its employees. Under this provision, however, educational programs may be added to the curriculum of the District. This provision shall not limit voluntary participation in in-service training.

Nothing herein shall be construed to limit the District from cooperative planning, development and implementing of programs in Special Education or other categorical programs with any agency, individual school district, or private school.

### **SECTION H – Duration**

#### **1. Duration**

This collective bargaining Agreement shall be effective on September 1, 2020, and shall continue in force and effect for 36 months until August 31, 2023.

There is no automatic renewal or continuation of this Agreement nor any part thereof, except as may be mutually extended and ratified by the parties in accordance with Washington law and Washington Administrative Code Regulations. If pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by written agreement of the parties.

2. Renegotiation

In the event the limitations on compensation increases imposed by Chapter 16, Laws of 1981 (SHB166) and/or by the State Appropriations Act as struck down or substantially altered by the legislature or by a final order of competent jurisdiction, the Association shall have the option to reopen negotiations on Article IV, Section A of this Agreement, by giving written notice to the District within 90 days following the date on which the court decision becomes final.

Should the Evergreen Public Schools establish year round schools, the parties agree to reopen negotiations on the items affect in the Agreement.

This Agreement can be altered, changed, added to, deleted from, or modified during its term only through the voluntary and mutual consent of the District and the Association. Requests for renegotiations must be in writing.

The parties shall enter into negotiations for a successor Agreement as soon as possible after such a request.

ATTEST:  
FOR THE ASSOCIATION

  
\_\_\_\_\_  
President

ATTEST:  
FOR THE BOARD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Board Secretary

## **B. ARTICLE II – BUSINESS**

### **SECTION A – Payroll Deductions**

The District shall show the monthly statement of earnings or pay warrant the record of current deductions for membership dues mutually agreed upon insurance programs as shown in the insurance provisions of this Agreement, and all mandatory deductions as well as mutually agreed upon voluntary deductions.

The District and the Association shall cooperate to rectify errors in payroll deductions.

### **SECTION B – Dues Deductions and Representation Fees**

The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues for employees in the bargaining unit. WEA and NEA are referred to in this article only for the purpose of computing membership dues.

On or before August 1 of each year, the Association shall give written notice to the Board of: a) the dollar amount of dues of the Association, including the National Education Association, the Washington Education Association, and the local Uniserv Council, which are to be deducted in the coming school year under all payroll deductions, b) a prorated hourly dues schedule to be used for dues deductions for less than full time employees, and c) the name of the designated charitable organization(s). The total for these deductions shall not be subject to change during the school year; however, adjustments will be made monthly to reflect dues obligation changes from FTE fluctuations that occur throughout the year.

For continuing employees, the deductions authorized above shall be made in twelve (12) payments from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees hired at the beginning of the school year will not have a dues deduction in September. The yearly obligation for these employees shall be made in eleven (11) payments from each paycheck beginning the pay period in October through the pay period in August of the first year. Subsequent deductions will be at the continuous employee full year payment schedule. Employees, who commence employment after September or terminate employment before June, shall have their deductions prorated at 1/12 of the total annual amount for each month the teacher is employed. Less than full time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The Board agrees promptly to remit directly to the Association or its designee, all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. The Board will provide the Association with a copy of the personnel report with each Board packet or with an updated version after each meeting. The Association

and the District mutually agree to reimburse any employee who had dues deducted, those sums in excess of the total amount due the Association in the next monthly pay period.

Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee regarding such matters.

1. Membership Deductions

Within ten (10) days of the commencement of employment, the employee may sign, and the Association shall deliver to the Payroll Office, a Dues Authorization Form that is attached hereto and incorporated in this Agreement as Appendix B – Dues Authorization Form, which shall authorize deduction of membership dues of the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association, signed by the employee. Each month during the school year, the Association agrees to provide the Board with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deductions.

2. Agreement to Defend and Indemnify

The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the Article contingent upon: a) the District's agreement that the EEA shall be authorized to defend such suit through an attorney of EEA's choosing, and b) the District's agreement to provide full cooperation and information to the EEA in defending any suit which may be brought against it as a result of this Agreement.

**SECTION C – Association Rights and Privileges**

The Association and its representatives shall have the right to post notices of their activities and matters of organization concern on a bulletin board to be provided in each school building by the District. The Association and its representatives may use Intra-District mail services, email and employee mailboxes for communication to employees. This includes freedom from any censorship or screening by District representatives prior to distribution. The Association and/or its officers and representatives shall have the responsibility to ensure that all materials disseminated through the Intra-District mail service, email, placed in mailboxes, or posted on bulletin boards by representatives of the Association, are not politically partisan, conform to legal requirements, and are not slanderous, derogatory or defamatory of a particular individual.

Any concern regarding the Association's use of the Intra-District mail services, email, mailboxes and bulletin boards shall be a matter of discussion at the next monthly meeting between the



Association representatives and the District. The Association agrees not to use the Intra-District mail service as provided for in the two preceding paragraphs, until such time as the United States Supreme Court's ruling in *Regents of the University of California v. Public Employment Relations Board*, in 1988 is modified, changed or overturned.

The Association may use District school buildings for meeting and to transact official business on school property at all reasonable times provided that this shall not interfere with nor interrupt normal school operations or other scheduled building activities as determined by checking with the principal or designee.

The Association may schedule General Membership Meetings, for the purpose of contract meetings and contract ratification, with assurance the meeting(s) will be on the District master scheduling calendar.

Any officer or authorized representative of the Association, designated by the Association, shall have the right to visit District buildings, and individual groups of employees represented by the Association at all reasonable times when employees are not on duty, such as before and after work hours and at lunch time, or by special arrangement through the principal at other times such as preparation time. Upon entering a building, the Association representative(s) shall go to the building office and inform the principal, or designee, or in their absence, the building secretary, that they are in the building. All such visits must not interfere with any employee's activities while on duty. The District shall furnish upon request of officers or authorized representatives of the Association, any and all information, and records which the Association and the District mutually agree are relevant to negotiations and to Association business as it relates to this Agreement.

The District shall furnish to the Association information concerning the District, including but not limited to: Two (2) copies of the Preliminary and Final Budgets, annual and monthly financial reports, annual audits, data regarding known and projected financial resources, known budget requirements and allocation information regarding the preliminary budget prior to its adoption, an electronic file of the annual Directory of Certificated Personnel, agendas and minutes of all Board meetings, monthly student enrollment data reports, and upon written request, available information which is necessary for the Association to process a grievance. Any reproduction costs not provided for above shall be paid by the Association at the current and usual rates.

The District shall provide an electronic data file to the Association of all employees, providing work location, FTE, position, hire date, home mailing address, phone numbers, date of birth and home email information, to the extent this information is available to the District in its personnel information system. This electronic data file shall be provided to the local Association President upon request.

The District shall provide to the Association a monthly updated list of new employees as shown on the Monthly Personnel Report to the Board.

**SECTION D – Management Rights and Responsibilities**

It is recognized that the District and Board have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees in accordance with policies and procedures adopted pursuant to the laws and State regulations and as limited by the provisions of the Collective Bargaining Agreement.

## **C. ARTICLE III – PERSONNEL**

### **SECTION A – Diversity Hiring**

Subject to applicable State and Federal Law, the District will continue to support a goal of recruiting and maintaining a culturally competent and diversified workforce.

The District and Association are committed to implement affirmative action by increasing the applicant pool to diversify the workforce and create equal opportunities for applicants.

### **SECTION B – Individual Rights**

Pursuant to the Washington Educational Employment Relations Act, RCW 41.59, hereinafter referred to as the Act, the Board hereby agrees that every employee as herein defined shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, or the right not to join the Association. The Board and the Association agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or Constitutions of Washington and the United States and that they will not discriminate against any employee with respect to hours, wages, and terms and conditions of employment.

Complaints concerning employees will be presented to the Board only in executive session by the Superintendent. The Board will take no action but will refer the matter back to the Superintendent. The Superintendent will not investigate or help resolve a problem unless the problem has been first reported to the appropriate building or Administrative Services Center administrator. Exceptional cases may be handled by the Superintendent at their discretion. The employee complained about shall be informed in writing of the complaint, the name of the complainant(s), the substance of the complaint, and notified that they are entitled to Association representation. The Superintendent will investigate the complaint and report to the Board in executive session. Part of the Superintendent's investigation will be an interview with the employee, who will have been provided with a full explanation in writing of the specific complaint at least twenty-four (24) hours prior to the meeting. The administration and Association recognize the need for sensitivity in dealing with confidentiality during the investigation of complaints. The Board, after reviewing the information and receiving a recommendation from the Superintendent, will make its decision and report that decision and the reason for it to the complaining party and employee.

Employees shall be entitled to full rights of citizenship and no employee will be discriminated against or denied any equal protection rights under the statutes.

The private or personal life of any employee(s) is not within the appropriate concern or attention of the Board.

The District shall treat employees with utmost professional regard, expect civil behavior from all staff, students, parents and community members and will not tolerate demeaning or rude behavior from any member of the learning community.

Nothing contained herein shall be construed to deny or restrict to any employees such rights as they may have under applicable laws and regulations provided that nothing shall be in violation of any affirmative action law or ruling.

### **SECTION C – Right to Due Process and Representation**

All employees shall have the right of full due process under the 1<sup>st</sup> and 14<sup>th</sup> Amendments of the United States Constitution.

Due process consists of the right to be informed of the allegations/complaints against the employee, to present evidence in one's defense, the right to counsel (i.e. union representation), and an assurance the District will insist upon good reasons for denying any right or imposing a disciplinary measure.

Whenever an employee is questioned by an administrator for the specific purpose of seeking information which may be used as the basis of a disciplinary, dismissal or non-renewal action, the employee shall have the right to select a representative of the Association or legal representation of their choice to be present at any meeting with the principal or supervisor; provided that in a disciplinary situation, the representative will normally be the Association's building representative or some other Association representative available the same day as to not delay the investigatory meeting. This right to representation may be exercised whenever any meeting with a supervisor takes on the purpose of seeking information that may be used as the basis of a disciplinary, dismissal or non-renewal action. Should the employee choose to waive the right to representation during the meeting, the employee will sign a waiver form.

If a supervisor calls a meeting for the purpose of taking any disciplinary action beyond a verbal warning, the supervisor shall inform the employee of the right to have a representative present.

Supervisors shall annually inform their staffs of the right to representation, as provided above.

No employee shall be disciplined except in private.

The Board agrees to follow a policy of progressive discipline, which minimally shall include a verbal warning, a written reprimand, a suspension with pay, and a suspension without pay and, as a final action, non-renewal or discharge. No employee shall be disciplined by a verbal warning, a written reprimand, or suspension without just cause. These enumerated forms of

discipline and any procedural errors only in an evaluation of an employee's performance, shall be subject to the grievance procedure hereafter set forth; provided, however, any employee receiving a notice of probable cause for discharge or adverse effect of contract status pursuant to RCW 28A 405.300 or receiving a notice of probable cause for non-renewal of contract pursuant to RCW 28A 405.210 or pursuant to RCW 28A 405.220 as amended, shall only have the statutory rights set forth in RCW 28A 405.220 and/or RCW 28A 405.310 as amended and not the contractual rights specified in this paragraph; provided, however, this paragraph does not apply to the non-renewal of duties of employees covered by a supplemental contract not subject to the continuing contract provisions of 28A RCW, as amended.

All information forming the basis for any discipline beyond a verbal warning shall be made available in writing to the employee prior to any disciplinary action. A copy shall be provided to the Association unless the employee requests in writing that the Association not be informed.

A request for representation in the due process described in this section shall be in writing and shall specify the nature of the representation (legal or Association). The principal or supervisor shall have the right to have representation at any due process conferences.

#### **SECTION D – Academic Freedom**

The Board hereby respects the professional rights and judgments of the employees covered by this Agreement, including protection from personal attack or violation of the rights of inquiry and academic freedom to teach. The principles of academic freedom shall apply to all bargaining unit members. The professional judgment of employees shall be respected when exercised in accordance with the law, District Policy 2020, 2020P, and the guidelines expressed below:

Academic Freedom in the school is defined as:

- The right to teach and learn about controversial issues which have economic, political, scientific, or social significance, and which are relevant to the District's curricular subject matter for the course of teaching assignment and the levels of ability and maturity of the students.
- The right to use materials that are relevant to the levels of ability and maturity of the students and the purposes of the school system.
- The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance where students are not discouraged from exploring conflicting and divergent viewpoints.

- Students shall have the right to express divergent ideas as long as their expression is within the guidelines of debate and discussion in normal, organized, purposeful classroom environment.

Any challenged materials shall remain for use in the school pending final resolution of the challenge, except when it is needed by the Instructional Materials Committee for review. Reasonable efforts will be made to meet the IMC's needs in a manner that will have the least impact on the availability of the challenged material. All instructional materials will be selected according to Board Policy 2020 and 2020P. Challenged materials shall be reviewed according to the same policy.

Per WAC 180-44-010, teachers shall be responsible for the evaluation of each pupil's educational growth and development and for the making of periodic reports to parents or guardians and to the designated school administrator. WAC 181-87-050 defined misrepresentation or falsification of evaluations or grading of students an Act of Unprofessional Conduct. No grade shall be changed by an administrator or others without notification to the teacher reporting the grade. Any challenges to the grade assigned by the teacher shall be addressed pursuant to the procedure outlined in EPS board policy 3600P.

Report card comments will be completed. The content of the comments will be determined by the professional judgment of the respective employee.

EEA will be a part of building the Assessment Schedule prior to publication.

#### **SECTION E – Personnel/Medical File**

Employees and former employees shall, upon request, have the right to inspect all contents of their complete personnel and medical file(s) kept within the District, as well as employment references originating in the Evergreen Public Schools that are sent from the District, in accordance with Washington law. Confidential credentials shall not be open to inspection and shall be kept in a separate pocket of the personnel file. No other personnel or medical file shall be kept anywhere in the District, provided that any file for student due process hearings and any file for the disposition of grievances shall be maintained separately from the employee's personnel file. The principal or supervisor, however, may maintain a "working" file for use in the formation of evaluation reports, in accordance with Article III, Section F, 5. Any contents of the working file not transferred to the official personnel file at the end of the school year, (except observation reports, see Article III, Section F, 5, shall be given to the employee. All disposition of grievances shall be destroyed one year after the date the decision was rendered. The employee personnel file shall be reviewed in a private place provided in the District Human Resources Office. Anyone, at the employee's or human resources administrator's request, may be present at this review.

Each employee's personnel file shall contain the following minimum items of information: all evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records, and correspondence between the employee and the District.

College or university credentials that are confidential shall be dealt with as directed by the college or university. If the individual wishes the District to hold separately the confidential credentials, the individual shall make written request and provide evidence of concurrence by the college or university.

No material shall be kept in the employee's personnel file without being shown to the employee within ten (10) days of its receipt or creation by the District. The employee and the Human Resources Office shall sign an inventory sheet to verify contents of the personnel file prior to each review of the file by the employee. No material may be removed from the file except as provided for below. Upon request, a single copy of any document(s) except confidential credentials in the file shall be provided to the employee.

Materials from the personnel file reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character, or personality may be answered and/or refuted in writing. Such written response shall become a part of the written personnel records and kept in the file. Disagreement by an employee with the appropriateness of the content of materials filed in the employee's personnel file may be pursued through the negotiated Grievance Procedure.

The Association and the District agree that any piece of information over three (3) years old shall be removed from that employee's file at the request of said employee, provided material older than three (3) years which shall remain shall be the items listed in the second paragraph of this Agreement provision.

Written evaluations of employees made in accordance with the evaluation procedures in this Agreement shall be the only evaluations placed in any employee's personnel file.

Any material not shown to an employee by the District within twenty (20) working days knowledge of the occurrence shall not be allowed in any disciplinary action against the employee.

Information about an employee's medical condition or history will be maintained in a separate medical file in the human resources office. All medical related information will be kept confidential, with the following exceptions:

- Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations.
- First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuations.
- Government officials investigating compliance with the Americans with Disabilities Act and other Federal and State laws prohibiting discrimination on the basis of disability or handicap should be provided relevant information on request. (Other Federal laws and regulations also may require disclosure of relevant medical information.)
- Relevant information may be provided to state workers' compensation offices or "second injury" funds, in accordance with state workers' compensation laws.
- Relevant information may be provided to insurance companies with the employee's permission, where the company requires medical examination to provide health or life insurance for employees.

**SECTION F – Employee Evaluation and Probationary Procedure**

The Evergreen Education Association (EEA) and the Evergreen Public Schools (EPS) shall continue to work collaboratively to implement a four-tiered rating system for evaluating classroom teachers as stipulated in SB 6696 as follows:

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Important Dates for Evaluation:

September 15	Final date to notify staff if they are to start the year on a comprehensive evaluation
October 15	Focused evaluation: Last day for evaluator to request meeting if employee and evaluator cannot agree on a focused evaluation criterion
October 15	First day that anyone on a focused evaluation can be moved to a comprehensive evaluation as a result of concerns due to job performance
November 1	Classroom teachers need to be prepared to confer with their evaluator about the Student Growth Goals by this date
December 15	Final date for evaluator to notify employee that they are being moved from a focused evaluation to a comprehensive evaluation
January 8	Final date for evaluator to submit to Superintendent intention to place a teacher on probationary status
January 15	Final date for Superintendent to formally notify continuing teachers of intent to place on sixty school day statutory probation status
March 15	Final date for an evaluator to inform staff of the due date for artifacts and evidence
April 15 – May 15	Due date for artifacts and evidence must be in this window of time
May 15	Employees must be notified of nonrenewal by this date
June 1 (prior to)	In the event that a teacher who received a basic or unsatisfactory rating disagrees with their performance rating, additional informal observation(s) may be requested, and they may submit additional evidence prior to June 1 <sup>st</sup>
1 week prior to last day of school	All satisfactory evaluations to be completed

1. Introduction and Applicability

The purpose of this evaluation procedure shall be to recognize high levels of performance and encourage improvement in specific identifiable areas through constructive and fair assessment of certificated employee competency, strengths and weaknesses as they relate to the effective operation of the instructional program and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

All certificated employees shall be evaluated each year strictly in accordance with the procedures and criteria set forth in this Article.

Evaluations shall be conducted openly and within the full knowledge of the certificated employee.

The Comprehensive and Focused Evaluation procedures in this Article apply only to “classroom teachers” as that term is defined by state law. Teacher/Librarians, OT/PTs, SLPs, Special Education Coordinators, Psychologists, Nurses, Counselors/Social Workers, and Instructional Coaches shall use the 4-tiered evaluation created by EEA/EPS joint committees consistent with the comprehensive and focused expectations. These groups will not be evaluated on student growth goals.

## 2. Definitions

**Formal Observation** – The preconference, actual viewing and post conference of/with the certificated employee working in assigned areas during a specific time period.

**“Observe” or “Observation”** – means the gathering of evidence made through classroom or worksite visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant for this section.

**Observation Report** – A written summary of the situation observed during a formal observation.

**Evaluation** – A summary of certificated employee performance.

**Evaluation Report** – The document which summarizes employee performance. The evaluation report forms are attached in *Appendix D – Teacher Evaluation Report* and hereby made part of this Article.

**Evaluation Process** – The process which begins with observations and/or goal setting meeting between teacher and evaluator each school year and end with the placement of the evaluation report in the certificated employee’s personnel file.

**Current Condition** – Current conditions are contextual or facilitating factors in that setting and shall be noted on the observation report at the discretion of the evaluator or at the employee’s request. Examples of current conditions include, but are not limited to, being a roving or itinerant teacher, proportion of IEP or 504 students, or student transience or turnover.

**Teaching Criteria** – One of the eight (8) state defined categories to be scored. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement
2. Demonstrating effective teaching practices
3. Recognizing individual student learning needs and developing strategies to address those needs
4. Providing clear and intentional focus on subject matter content and curriculum
5. Fostering and maintaining a safe, positive learning environment
6. Using multiple data elements to modify instruction and improve student learning
7. Communicating and collaborating with parents and the school community
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. RCW 28A.405.100(2)(b)

**Component** – The sub-section of each criterion as defined by the evaluation process.

**Evaluator** – A certificated administrator who has been training in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

**Evidence** – Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Each piece of evidence shall include a description and identification of the rubric alignment.

**Not Satisfactory –**

Level 1: Unsatisfactory – Receiving a performance score of 1 is not considered satisfactory performance for all certificated employees.

Level 2: Basic – If the certificated employee is on continuing contract with more than five years of teaching experience and if a performance score of 2 has been received two years in a row or two years within a consecutive three-year period, the certificated employee is not considered performing at a satisfactory level. RCW 28A.405.100 (4)(a)(i-ii).

**Student Growth** – The change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and performance measures. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on

multiple measures that can include classroom-based, school-based, district-based and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. As used in this subsection, "student growth" means the change in student achievement between two points in time. RCW 28A.405.100 (2)(f).

**Instructional Framework** – The adopted evidence-based instructional framework developed by Danielson and approved by OSPI.

**Comprehensive Evaluation** – As defined by law, a certificated employee on comprehensive evaluation shall be evaluated using all eight state criteria as well as student growth RCW 28A.405.100 (12)(a). A comprehensive performance evaluation cycle for those not on probation shall begin with the first contract day and conclude no earlier than May 15<sup>th</sup> of the school year. This provision shall not be interpreted to prohibit evaluations from being completed prior to May 15.

**Focused Evaluation** – As defined by law, a certificated employee on focused evaluation shall be evaluated on one of the eight criteria RCW 28A.405.100 (12)(c)(i).

3. General

Within each school the principal or their designee, hereinafter called "evaluator(s)," shall be responsible for the evaluation of certificated employees assigned to that school. The administrative organizational plan of the District shall be used to determine lines of responsibility for evaluation of certificated employees assigned to more than one school or for certificated employees not regularly assigned to any school. Principals or other supervisors may designate other supervisory certificated staff to assist in the evaluation process.

Prior to the beginning of the evaluation process, each evaluator shall meet with the certificated employees whom s/he shall evaluate to review and discuss the evaluation procedures and criteria.

4. Assignment of Evaluators

All employees shall be notified of their designated evaluator and whether they shall be on the Comprehensive or Focused Evaluation no later than September 15.

An employee assigned to more than one building shall be evaluated by an administrator appointed by the Superintendent or designee. The employee may request a different one of their supervising administrator(s) as a second evaluator, but must do so in writing with rationale to the Senior Director Human Resources no later than October 15. If such a request is denied, a written denial and rationale shall be provided to the employee no later than October 31.

Any employee may choose a different one of their supervising administrator(s) as a different evaluator, but must do so in writing with rationale to the Senior Director Human Resources no later than October 15. If such a request is denied, a written denial and rationale shall be provided to the employee no later than October 31. The District may thereupon decide that a) the employee's choice shall become the primary evaluator, b) the employee will be assigned a second evaluator, or c) the employee will retain the original evaluator.

Pursuant to RCW 28A.405.130, no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

#### 5. Evaluations

A comprehensive evaluation must be completed at least once every six (6) years, beginning in the 2015-16 school year upon full legal implementation of Washington's teacher evaluation law RCW 28A.405.100. RCW 28A.405.100 (12)(a).

A certificated employee may be transferred from a focused evaluation to a comprehensive performance evaluation at the request of the certificated employee or at the direction of the certificated employees' evaluator RCW 28A.405.100 (12)(c)(iv). The final decision to transfer a certificated employee from focused to comprehensive rests on the evaluator, and must be decided between October 15 and December 15.

The following categories of certificated employees shall receive an annual comprehensive performance evaluation:

- Certificated employees who are provisional employees under RCW 28A.405.220;
- Any certificated employee who received a comprehensive performance evaluation performance rating of level 1 or level 2 in the previous school year RCW 28A.405.100(12)(b).

Certificated employees who received a comprehensive performance evaluation performance rating of level 3 or above in the previous school year shall be scheduled for a focused evaluation RCW 28A.405.100(12)(c)(i).

The District shall designate an evidence collection platform on which employees will be trained.

It is agreed that evidence will be collected, submitted and discussed by the evaluator and the evaluatee throughout the year. The evaluator will inform the evaluatee of the due date of the final submission of all artifacts and evidence by March 15. The due date must be on or after April 15 and no later than May 15. For those employees who will receive an unsatisfactory or a basic evaluation, the evaluation must be completed by May 15. All other evaluations must be completed one week prior to the last day of school.

Student standardized assessments shall not be used punitively in teacher evaluation. Evaluators shall not require the use of any specific assessment for purposes of employee evaluation.

Unsubstantiated allegations shall not be used for evaluation purposes.

A teacher's evaluation may not be negatively impacted if a teacher chooses to use curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity as long as the subject matter is age-appropriate and connected to the teacher's content area.

If a certificated employee is transferred to another position not under the evaluator's jurisdiction, an evaluation may be requested by the employee, and will be completed prior to such transfer.

If a certificated employee resigns during the school year, an evaluation shall be completed prior to the resignation date.

If the evaluator contemplates recommending that a certificated employee be placed on probation, an evaluation shall be completed on or before January 8.

Each Evaluation Report shall note if there were any constraining or facilitating factors present in the observation setting.

Each Formal Evaluation shall specify the length of times and dates of the formal observations upon which it is based.

A certificated employee who disagrees with the content of his or her Evaluation Report shall have the right to attach thereto his or her own written explanation concerning the area(s) of disagreement.

The final performance evaluation shall be forwarded to the District Human Resources Office for filing in the certificated employee's personnel file. No document relating to the evaluation process other than the Evaluation Report and the certificated employee's attached statement of disagreement, if there is one, shall be placed in the certificated employee personnel file. This provision shall not prohibit the District from retaining other evaluation files at the District office or site level.

The use of the formal probationary process will not be a requirement for teachers during their provisional contract years RCW 28A.405.220. When and if the District provides evaluation documents or materials containing a requested signature and date, the certificated employee shall sign the document(s), indicating receipt. Such signature does not mean the certificated employee agrees with the content contained therein.

6. Comprehensive Evaluation

- All provisional certificated employees, anyone on probation, and those with an overall Basic or unsatisfactory rating shall receive a Comprehensive Evaluation.
- Assesses all 8-evaluation criteria, using all 22 of Danielson's Components.
- All certificated employees shall receive a Comprehensive Evaluation at least once every six (6) years.
- A comprehensive performance evaluation cycle shall begin with the first contact day and conclude no earlier than May 15 of the school year, with the exception being teachers on or entering probationary status.
- Student Growth Rubrics are required for classroom teachers and are embedded in Criterion 3, 5 and 8.
- Must include a minimum of two student growth measures for 3 and 6, which show the growth between two points in time (examples: district-based, school-based, team-based or classroom-based tools).

A. FORMAL OBSERVATIONS

- Shall include a pre-conference for each observation, two 30-minute observations, and a post conference for each observation. Within five (5) days of the observation, the evaluator shall document the results, provide a

copy of the notes, and meet with the employee to discuss the observation. Both the evaluator and the evaluatee shall gather supporting evidence.

- Provisional employees must be observed at least thirty (30) minutes during the first ninety (90) days of employment. Provisional employees in the third year of provisional status must be observed at least ninety (90) minutes of time and at least three (3) times during the year RCW 28A.405.100(3)(a).
- Formal observations do not have to occur in the classroom. Department or collegial meetings may be used for a Formal Observation.
- Formal observations will occur no later than ten (10) days after the pre-observation meeting.
- Formal observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly unless otherwise agreed to by the employee.
- If the evaluator determines the teacher to be below Proficient overall, the evaluator must provide a quantity of evidence sufficient enough to demonstrate the level of performance. At this time, an evaluatee may also submit additional artifacts and request additional informal observation(s) by June 1.
- The evaluator will document all formal observations using agreed upon forms and provide copies to the employee within three (3) days WAC 392-191A-130.

#### **B. POST-OBSERVATION CONFERENCE**

- The post-observation conference between the evaluator and employee should be held no later than five (5) workdays after the formal observation but may be extended upon mutual consent. The purpose of the post-observation conference is to review the evaluator's observable evidence related to the scoring criteria during the observation and to discuss their initial performance score.
- Teachers are encouraged to bring additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
- The teacher must be given the opportunity to attach written comments to any formal observation.
- If there is any area of concern, the evaluator, in writing, will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern and support professional growth.



**C. INFORMAL OBSERVATIONS**

- An informal observation is a documented observation that is not required to be scheduled.
- An evaluator may conduct any number of informal observations.
- Following each observation, or series of observations, which exceeds thirty minutes each in length, the evaluator shall promptly document the results and shall provide the employee with a copy of the observation report within three (3) days of its preparation.
- Any time after an informal observation an employee may request, and shall receive, a post-informal observation conference to discuss the informal observation.

**D. COMPREHENSIVE EVALUATION SCORING FOR NON-CLASSROOM CERTIFICATED EMPLOYEE**

- A non-classroom teacher shall receive a performance rating. The overall performance rating is determined by totaling the four (4) criterion-level scores as follows:
  - ☐ 4–7 – Unsatisfactory
  - ☐ 8–10 – Basic
  - ☐ 11–14 – Proficient
  - ☐ 15–16 – Distinguished
- The non-classroom certificated employee who will be scored using this rubric include:
  - ☐ HS Special Education Coordinators
  - ☐ Instructional Specialists
  - ☐ Occupational Therapists-Physical Therapists
  - ☐ School Nurses
  - ☐ School Psychologists
  - ☐ Speech Language Pathologists
  - ☐ Teacher Librarians
  - ☐ Counselors/Social Workers

**E. COMPREHENSIVE EVALUATION SCORING**

- Criterion Performance Scoring – Each criterion will be assigned the following numeric values:
  - ☐ 1 – Unsatisfactory
  - ☐ 2 – Basic
  - ☐ 3 – Proficient
  - ☐ 4 – Distinguished

- Summative Performance Rating – A certificated employee shall receive a performance rating. The overall summative rating is determined by totaling the eight (8) criterion-level scores as follows:
  - ☐ 8-14 – Unsatisfactory
  - ☐ 15-21 – Basic
  - ☐ 22-28 – Proficient
  - ☐ 29-32 – Distinguished
- Student Growth Scores – Classroom teachers on Comprehensive Evaluations only.

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

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

Student growth data will be taken from sources measuring between two points in time during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment as determined by the teacher in collaboration with the evaluator. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not designed to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Assessments/data used to demonstrate growth may originate at the classroom level, the grade level, subject matter, or the PLC. An evaluator shall not require school-wide or District-wide test scores when evaluating a classroom teacher.

If a teacher receives a distinguished summative score and a Low student growth score, they must be automatically moved to the Proficient level for their summative score. If a teacher receives a low student growth score, it will trigger the student growth inquiry plan. The teacher will agree to engage in one of the following, as mutually agreed to by the teacher and the evaluator:

- ☐ Compare student growth measure with other evidence (including observation, artifacts and student evidence) and/or additional levels of student growth based on classroom, school, District and state-based tools.
- ☐ Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance and curriculum/assessment alignment
- ☐ Work with a mentor teacher
- ☐ Additional options, as mutually determined by the teacher and evaluator

7. Focused Evaluation

- All certificated employees not receiving a Comprehensive Evaluation shall receive a Focused Evaluation.
- All certificated employees who are not provisional and who have completed the Comprehensive Evaluation in the previous year with a Proficient or Distinguished rating shall receive a Focused Evaluation.
- The employee and evaluator will agree on the criterion of focus. If they cannot agree, the criterion selected by the employee is deemed approved unless the evaluator requests a meeting with the employee, human resources, and the Association by October 15 to determine the appropriate criterion. Teachers on the Focused Evaluation for whom an evaluator has performance concerns, may be moved back to the Comprehensive Evaluation any time after October 15 and prior to December 15. Before such move occurs, the evaluator and teacher shall meet to discuss this concern. Upon request, an EEA representative may be present at this meeting.
- Assesses ONE of the eight criteria.
- Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If a classroom teacher chooses 1, 2, 4, 5 or 7, they must show student growth through Student Growth Rubric of 3 or 6.

8. Support for Unsatisfactory or Basic Rating

In order to provide an optimal opportunity for certificated employees to improve their performance, when a certificated employee receives a comprehensive performance rating below Proficient, and has over four (4) years as a continuing educator, the following conditions and provisions shall be granted to the teacher to support their professional development.

- The teacher's class size will not be larger than others with similar teaching responsibilities in their building.

- The certificated employee shall be granted two (2) days of leave to observe colleagues' instruction.
- The certificated educator may be granted an additional certificated evaluator if requested.
- The District shall prevent the teacher/certificated employee from being assigned to multiple classrooms/locations more frequently than others with similar teaching responsibilities.
- Certificated employee on probation and a probationary plan of assistance shall have all costs for tuition and/or fees paid by the District for any required attendance/enrollment in college courses, workshops, or seminars.
- Any certificated employee with four or more continuing years as a certificated employee who receives a comprehensive performance\_score of basic shall be placed on an informal plan of improvement. The evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the areas of deficiency. The plan shall be a specific and observable plan designed to assist the certificated employee in improving their performance. In connection with the development of such a plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the certificated employee's performance and make recommendations for improvement. If the evaluator and certificated employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver an improvement plan to the certificated employee.

9. Probation

RCW 28A.405.100 (4)(a) defines programs of improvement and probationary status.

- Beginning after completion of the 5th year of experience, a certificated employee shall be placed on probation if:
  - a. The certificated employee has received two consecutive comprehensive performance ratings of Basic or two summative comprehensive ratings of Basic in 2 out of 3 years.
  - b. The certificated employee receives a summative comprehensive rating of Unsatisfactory.
- A certificated employee who is on a probationary plan of improvement must be removed from probation if they has demonstrated improvement in the areas prescribed as deficient. The certificated employee must be removed if a certificated teacher with five (5) or fewer years of experience scores at Basic or above and a certificated employee of more than five (5) years scores at Proficient or above RCW 28A.405.100(4)(b).

- 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.
- In the event that an evaluator determines that the performance of an employee under their supervision merits probation, the evaluator shall report the same in writing to the Superintendent on or before January 8. The report shall include the following:
  - a. The evaluation report prepared pursuant to the provisions of this agreement.
  - b. Specific areas of performance deficiencies.
  - c. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
- If the Superintendent concurs with the administrator's judgment that the performance of the certificated 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 no later than May 15. Before being placed on probation, the employee shall be given notice of action by the Superintendent, no later than January 15, and shall contain the following information:
  - a. As suggested specific and reasonable program for improvement.
  - b. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the certificated employee the opportunity to demonstrate improvement in their area or areas of deficiency.
- Evaluation During the Probationary Period
  - a. By no later than the first week of official probation, 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 a jointly agreed upon observer, the fees and expenses shall be jointly shared.
  - b. During the probationary period, the evaluator shall meet with the probationary employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee.
  - c. The probationary employee may be removed from probation at any time if they has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation.
- Evaluator's Post-Probation Report - Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report

shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action.

- a. That the certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status or
- b. That the certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required or
- c. That the certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the certificated employee. Immediately following the conclusion of a probationary period that does not produce the performance change(s) detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. Such reassignment shall not displace another employee nor shall it adversely affect the probationary employee's compensation or benefits for the remainder of his or her contract year. If such a reassignment is not possible, the district may, at its option, place the certificated employee on paid leave for the balance of the contract term.

○ Action by the Superintendent

Following a review of the report submitted pursuant to paragraph g above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination pursuant to law. In the event that the Superintendent concurs that the certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency during the probation, the Superintendent shall make a determination of probable cause for the non-renewal of the certificated employee's contract and shall provide written notice thereof to the certificated employee, on or before May 15.

- a. Each certificated employee shall have the right to request and the right to have present a representative of his or her choice during all evaluation and probation conferences. The certificated employee shall inform the evaluator in advance whenever such representative will be present.

#### 10. Evaluation Results

- Evaluations results shall be used:
  - a. To acknowledge, recognize and encourage excellence in professional performance.
  - b. To document the level of performance by a certificated employee of his her assigned duties.
  - c. To identify discrete areas according to the criteria included on the evaluation instrument in which the certificated employee may need improvement.
  - d. To document performance by a certificated employee judged unsatisfactory based on the evaluation criteria.
- Beyond reporting requirements mandated by the Office of Superintendent of Public Instruction, evaluation results shall not be:
  - a. Shared or published with any certificated employee identifying information.
  - b. Shared or published without notification to the individual and Association.
  - c. Used to determine any type of base or additional compensation.
  - d. Used solely to determine assignment or placement.
- Evaluators shall not consider other employees' evaluation scores when evaluating individual scores.
- Teachers on Special Assignments (TOSAs) and Academic Coaches do not contribute to the administrator's evaluation of the teacher. They can provide support to teachers related to the eight criteria, instructional framework, and student growth process.

#### 11. Non-Renewal for Provisional Employees

The probationary procedures in Section 9 do not apply to provisional employees. Before non-renewing a provisional employee the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies.

The efforts shall include providing notice to the provisional employee and suggestions for improvement, which may include one or more of the following:

- a. Discussion of performance occurring through the Comprehensive Evaluation Process
- b. Mentorship
- c. Observation by a second evaluator

Written notice shall be delivered to the certificated employee prior to May 15 or by such other deadline as may be established by law.

12. Exclusions

Except for procedural defects, the provisions of Article XII of this Agreement relating to grievances shall not be applicable to Article III Section F relative to the evaluation and probation of certificated personnel. Without limiting the generality of the foregoing, the following shall be exempt from grievance procedures of Article XII:

- a. The assignment of performance ratings by principals or other supervisors;
- b. Probationary action and evaluation incident thereto; and
- c. Determinations by the Superintendent of the existence of probable cause for non-renewal of the contract of any employee.

**SECTION G – Employee Protections**

1. Liability: The district shall provide Comprehensive Liability Insurance Coverage for current employees that are acting in the scope of their authority for the District. Automobile accidents in personal vehicles during the course of work is not included.
2. Hold Harmless: The District shall hold harmless and defend an employee of the District from claims for damages arising from any civil suit caused or alleged to have been caused in whole or in part by the employee while performing duties as an employee in the District under the provisions of the District's insurance, provided the employee was acting within the scope of his or her employment; and further provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's negligence, violation of law, or criminal act as determined by a court of law.
3. Threats/Assault: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their principal, supervisor or in their absence or inaccessibility any District administrator, and if necessary, the appropriate law enforcement authority. Measures implemented for the employee's safety shall be reported to the employee by the administrator at the earliest possible time. Any case of assault upon an employee by a student or staff member shall be promptly reported to administration and investigated. Administration will respond promptly and provide assistance in reporting the incident to law enforcement when appropriate.
4. Absence Due to Attack on the Job: If an employee suffers injuries related to an assault during the course of their work duties, the employee must immediately report the situation to their supervisor or designee. If the result is loss-of-time benefits under workers' compensation, the District will supplement (not deducted from employee's accrued leave) worker's compensation benefits to the extent necessary to offset the difference between net benefits and net take-home pay for up to thirty (30) workdays.
5. Absence Due to Injury on the Job: Absence due to an injury incurred on or around the District premises in the course of the employee's employment or as a direct result of the employee's performing professional duty, except in cases of physical attack, shall be compensated as provided under the Worker's Compensation section.



6. Property Replacement: The District shall reimburse employees for clothing or other personal property on the employee damaged or destroyed during the course of an assault by a student while the employee is carrying out the duties of their employment up to \$300. Verification of replacement is required.
7. Personal property and/or Equipment: The use of an employee's personal equipment for instructional purposes must have the prior written approval of the principal or supervisor. This must be renewed annually using *Appendix D – Employee's Personal Inventory Form* in the contract.

Individual losses or damage to personal equipment approved by the principal or supervisor and listed on the *Appendix D – Employee's Personal Inventory Form*, or to personal property for which it can be shown that the loss occurred on school property, shall be reimbursed up to a \$300 limit (the usual insurance deductible) based on actual value at the time of the loss as determined by an insurance adjuster and subject to the following conditions:

- a. There must be proof submitted that the employee either has no insurance or that his or her insurance does not cover the damage or loss in question. An employee must exhaust his or her own insurance recovery possibilities before being eligible for reimbursement under this provision.
- b. A *Notice of Loss and Claim for Reimbursement form, Appendix E*, must be filed with the District Human Resources Office within twenty (20) days after the damage or loss.
- c. There shall be no reimbursement for loss of cash.
- d. Upon District approval of a certified claim, individual losses shall be reimbursed up to a \$300 limit (the usual insurance deductible) based on actual value at the time of the loss as determined by an insurance adjuster (Employee Claim for Expense DIS 324).

Individual losses for damage to an employee's personal property, which is caused by other District employees acting within the scope of their employment, shall be referred to the District's liability insurance carrier for adjustment and payment of claim, if justified.

8. Student Discipline/Behavior Reporting: Employees responsible for direct supervision of a student who has a re-engagement and/or behavior plan will be provided notice in how to access active plan(s).
9. New Students: A process will be established for notification to the certificated teacher responsible for instruction, one day in advance of placement of new students in their class, when allowed by law. The one-day advance notice is to provide the teacher time to become informed of the student's academic and behavior history, as well as any information regarding special education, 504s, or parent concerns. The one-day advance notice is not intended to violate the civil rights of a student and if the notice

cannot be accomplished it is not to be interpreted that the student cannot begin in the class.

10. Facilities Health: The District agrees to take appropriate steps as required by the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies relating to school property, activities, and procedures. The Association and its members agree that they will support and assist the District and the insurance company in their efforts to be informed of and to correct safety and health hazards and deficiencies.
11. Locked Storage: The District shall provide a locking storage facility in each school building in order that employees covered by this Agreement may secure District or Associated Student Body Funds.

#### **SECTION H – Assignment**

The assignment of employees covered by this Agreement shall be in compliance with Washington Law. The District shall not discriminate on any basis prohibited by state or federal law.

Employees will not be involuntarily assigned outside the scope of their professional certificates or outside the area of the employee's major or minor fields of study. If, upon request from the District, an employee agrees to be assigned outside their professional certificate or outside the employee's major or minor fields of study, the principal and employee shall jointly develop a retraining plan.

Retraining activities, if any, may include but not be limited to additional course study, in-service training, assistance from building or District administrators or specialists, and provision of materials for reading and study. In addition, retraining activities may include the assistance of other bargaining unit employees, within the scope of those other employees' regularly assigned responsibilities. Further assistance, beyond the regular workday or year of the other employee, will be on a voluntary and/or paid basis.

If college course work is included in the retraining plan, the District will pay the cost of auditing the course upon proof of completion. The employee may, by paying the remainder of the tuition, receive college credit for the course. Expenses to be reimbursed will be mutually agreed to, and specified in advance as part of the retraining plan.

The District will schedule the employees who are assigned to more than one school so that the employees will not be required to engage in an unreasonable amount of inter school travel. Employees will not be assigned to more than three (3) school buildings per day, except by mutual agreement.

If the District intends to open, close or reorganize a school an assignment interest inventory may be completed. If an employee's content or grade level assignment is involuntarily re-assigned within three weeks of the first student day of school, the employee shall receive two (2) days release to prepare for students in their new assignment.

Employees will be notified of their assignments and locations in writing by June 1. If the assignment is different from the previous year, the employee may, upon written request, meet with the Superintendent or designee and review the assignment. (Also, see Article VIII, Section C Employee Load for other assignment language.)

When a middle or high school has additional occasional FTE available, the building shall notify interested staff via email of the available FTE. Interested staff members shall have three days to notify the principal of their interest. Should there be more than one qualified interested staff member; the process for filling vacancies shall be utilized. In the event a qualified staff person in the building is not interested in the available FTE, the opening shall be posted through the normal provisions of the contract. Occasional, additional FTE offerings shall be limited to middle school elective positions up to .2 FTE, a middle school core position up to .26 FTE, or a high school position up to .2 FTE, providing that the FTE of the employee hired does not exceed 1.0 FTE.

#### **SECTION I – Employee Transfer (Voluntary and Involuntary)**

##### **1. Definitions**

**Vacancy** – A vacancy refers to any newly created positions or to any position, which becomes vacant due to leave, transfer before August 15, non-renewal, or resignation, and positions created by a new school opening.

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Building Open Occurs		
For next year	July 1 to August 15	After August 15
Building staff notified of vacancy via email. Vacancy concurrently	Vacancy posted internally and externally. Specific criteria stated	The vacancy shall be posted within the building via email, online in-district, as well as out of district
Interested, qualified district employee applies through on-line process.	Interested, qualified district employee applies through on line	Interviews of a minimum of three qualified in-district applicants
Principal may interview and select from the in-district pool.	Interviews of a minimum of three qualified in-district applicants	Openings occurring in the first three weeks of school will be posted three days if a contract is not offered with 5 days, including the three days posted, the position will be filled with a substitute on the sixth day.
Vacancy posted externally for a five day period. Previous pool of candidates to be considered.	Positions filled with most qualified applicant	Vacancy posted until filled.
Interviews of a minimum of three qualified in-district applicants.		
Position filled with most qualified applicant.		

**Reassignment – Movement within the building.**

**Transfer – Out of building movement.**

2. Vacancies and Transfers

The District shall deliver to the Association and shall post on the District intranet and public web page a list of all known vacancies in the District. This list shall be updated at least every two weeks and in the event a posted position is amended.

“One year only” positions filled by a continuing contracted employee shall not jeopardize that employee’s continuing contract status.

Prior to declaring a vacancy, in-building staff members shall have an opportunity to request reassignment.

Vacancies during the school year shall be filled as soon as possible. A position may be reposted if the District does not choose to appoint one of the applicants from the first round of posting. Until a regular certified employee is appointed to the position, it will be filled with a substitute, unless an appropriately certified substitute is not available.

Vacancies shall be filled from among qualified personnel who apply.

Vacancies, which occur during the school year, shall be posted and the successful applicant shall be identified when the vacancy occurs. The actual physical transfer, however, shall not take place until the start of the following school year unless both the teacher and management agree otherwise. The original vacancy will be filled with a "through the end of the year" contract hire.

The following procedure shall be followed when an opening exists:

3. Employee Movement Compensation

- a. If a certificated employee is asked by an administrator to move rooms, within a building, the following shall apply:
  - i. The District shall provide a substitute to cover the employee's class to allow for the move to occur during the workday, during the school year.
  - ii. If the employee opts to not utilize a substitute, and moves rooms outside of the regular workday or on a non-paid day, they shall receive up to seven hours, paid at the substitute rate of pay.
- b. If a certificated employee independently applies for a vacancy and is selected for the position, they does not receive payment for the move.
- c. If a certificated employee is required to move buildings due to "unpredictable acts," program relocation, opening of new facilities (for any employee moving to the new facility – voluntarily or involuntarily), voluntarily transfers during the school year or is involuntarily transferred at any time the following shall apply:
  - i. The District shall provide a substitute to cover the employee's class to allow for the move to occur during the workday, during the school year.
  - ii. If the employee opts to not utilize the substitute, and moves rooms outside of the regular workday or during a non-paid day, they shall receive up to seven hours, paid at the per diem rate of pay.
  - iii. If the employee opts to move rooms during a non-paid day, they shall receive up to seven hours, paid at the per diem rate of pay.

- iv. If the employee has been informed that they will be administratively transferred for the following year they shall be treated as an involuntary transfer. Should they apply for other jobs in the district, they will not be considered as someone who independently applied for vacancies.

4. Growth Positions

"Growth positions" are new openings created by increased enrollment. All other openings created by transfer or attrition will be filled according to the Collective Bargaining Agreement.

During the fifteen (15) days preceding the school year vacancies shall be posted for five (5) days. During the first three (3) weeks of school, vacancies shall be posted within the building via email, online, in-district, as well as out of district for three (3) days.

If a contract is not offered within a five day period (including the three days the opening is posted) of notification from the principal to the Administrative Services Center that a growth position has been identified, a substitute will be hired on the sixth (6th) day to provide relief until the position can be filled.

5. Involuntary Transfer Due to Building Overstaffing

Every effort shall be made to ensure that any vacancy will be filled through voluntary transfer procedures prior to involuntarily transferring an employee. At the secondary level, the preference will be to place persons at the same grade level (i.e. senior high at senior high, middle school at middle school) with involuntary transfers between grade levels only occurring when a grade level involuntary transfer is not possible. At the elementary level, teachers will be considered for transfer in the category K-5 or K-8 at employee request.

The following procedures will be followed for determining who, in a building, will be involuntarily transferred:

- a. The principal/supervisor will first ask for volunteers to be transferred. The volunteer must qualify for the opening by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem.
- b. At the secondary level, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment, and the departure must help solve the over staffing problem.

- c. Within K-5, if no one volunteers to transfer, the principal/supervisor will transfer, involuntarily, the employee in the proper grade band with the least FTE experience with the District who qualifies for the opening available by having subject area preparation or teaching experience in the new assignment and the departure must help solve the over staffing problem. The proper grade band is defined as currently assigned within one grade of the available opening except that for those teaching K or 5th, it would be within two grades. A person teaching a blended or split class is able to select the option of either being available to transfer one grade level up or down from the current split or blend assignment. Elementary Academic Interventionist will be considered after grade band review.
- d. If no one meets the standards for qualifications for involuntary transfer stated in (c) above, then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who has teaching experience in the new assignment or subject area preparation in the new assignment, and the departure will help solve the over staffing problem.
- e. If no one qualifies for transfer according to paragraphs (b) or (c) above then the principal/supervisor will transfer involuntarily the employee with the least FTE experience in the District who through teaching experience or subject area preparation most closely meets the subject area needs of the new assignment.

A person who is transferred due to over-staffing at a particular building will have the right to return to that building if the position is reinstated within a one-year period of time, in the ensuing school year.

#### 6. Involuntary Reassignment

No employees will be involuntarily reassigned for punitive reasons.

If there are assignment options available, the employee will be notified and will be asked to indicate their preference of assignment.

An employee shall not be involuntarily transferred/reassigned more than once in three (3) years.

At the elementary level, any employee involuntarily transferred/reassigned to a different grade level shall be granted an allotment of \$250 for the purchase of grade-level appropriate supplies and materials.

#### 7. Administrative Transfer

The Human Resources Office may identify up to one percent (1%) of the employees (rounded to the nearest whole number) for administrative transfer.

- a. Candidates for administrative transfer will be notified by their immediate supervisor no later than March 15. The principal will complete a form sent to the Human Resources Office on each potential transferee, listing the reason(s) for consideration. This information and form shall be shared by the principal with the potential transferee upon request.
- b. The personnel administrator shall be available, prior to March 31, to review with potential transferees possible options for a new location. The potential transferee may indicate grade level, subject area, and site preference by March 31.
- c. On or about April 1, the personnel administrator will contact the principal who will make a final identification of the employee, if any, in their building for administrative transfer, based upon the reasons given on the form. The personnel administrator, by May 1, will designate the employees who will actually be transferred and the new assignment will be announced by June 1.
- d. After the personnel administrator designates the employee to be transferred, the employee may appeal the administrative transfer decision to the Superintendent.
- e. The Association shall be notified of the names of the people identified by the District for administrative transfer as soon as that decision is made.
- f. Outside of notice to the Association, the District shall not disclose the names of employees administratively transferred to any but the affected administrators, who shall also keep the information confidential.

Requirements for administrative transfer are:

- a. Employees must have been in the current building at least five years and must not have been administratively transferred more than once during their professional careers with the District.
- b. No more than one person from a building may be administratively transferred each school year.
- c. Unless the employee agrees otherwise, the employee must be transferred to a similar position. Positions shall be considered similar so long as they are on the same school grade level (i.e., K-2, 3-4, 4-5, 6-8, and 9-12).
- d. An employee is qualified if they holds the proper certificate and/or endorsement. In the case of standard certificates, the transfer must be to a position where the majority of the day is in a subject matter the employee has taught for no less than 50 percent of the teaching periods during the past five years, or the employee agrees otherwise.
- e. An employee with an unsatisfactory evaluation or an employee on probation may not be administratively transferred.
- f. Administrative transfer may not be used to create a position in a particular school for the purpose of opening a teaching assignment for a coach, nor for the purpose of placing the transferred employee in a building so that they can coach there.



- g. Administrative transfer will be rescinded if, prior to notification of transfer, an employee gives the District a pre-dated letter of resignation to be effective within the next 18 calendar months.

Following administrative transfer to a new building, the employee will meet with the new principal to discuss opportunities and needs for professional training and growth in the new position. If the principal then lists as an option for the employee to take certain course work, workshops, days for curricular work, etc., then the District will pay for the costs of such options, including additional time at per diem rates for non-contract time. Administratively transferred employees will be provided the opportunity to purchase teaching materials appropriate to a new grade level or subject matter assignment in an amount not to exceed \$250.

#### **SECTION J – Individual Employee Contracts**

Each employee in the EEA Bargaining Unit shall be issued a contract, by the District, with the assignment and salary indicated therein, in conformity with Washington State Law, State Board of Education, and this Agreement; however, employees hired by the District to replace employees who have been granted official District leaves shall be employed in accordance with RCW 28A.405.900, shall be properly placed on the salary schedule; shall receive full fringe benefits; and, upon application for regular contract status, shall receive appropriate consideration.

The length of an assigned employee's contract shall be in accordance with the calendar section of the Agreement. Any extension of contract days shall be computed on per diem of that individual's contracted rate of pay.

An electronic copy of the contract signed by the Superintendent shall be sent to the employee each year for electronic signature via the WSIPC Skyward system. An email will be sent to all staff when the contracts are available to sign in the WSIPC Skyward system. The contract must be electronically signed and submitted within two (2) calendar weeks from the date of the email. Each employee can access their contract at any time once signed through their Skyward Employee Access. Employees are encouraged to save an electronic copy of the electronically signed document for their personal records. A copy of the signature page shall be maintained in the employee's electronic personnel file in the Human Resources Office.

The District shall track employee contract completion status and provide one additional reminder prior to the contract deadline. The Association, upon request, shall receive an electronic file from the District to review as necessary.

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

1. A letter of resignation must be submitted to the Superintendent's Office.
2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted to the Superintendent's Office.
3. A release from contract shall be granted after July 1 provided that a satisfactory replacement can be obtained. A release from contract may be granted after this date, on a case-by-case basis, based upon extenuating circumstances.
4. A release from contract shall be granted in cases of illness or other personal matters, which make it impossible for the employee to continue in the District.
5. The District shall provide the Association by September 15 a listing of all one-year only contracts and the number of staff on leave categorized by assignment. Monthly updates will be available.

#### **SECTION K – Supplemental Contracts**

There shall be a Supplemental Contract for District specified enrichment activities as defined in and subject to the limitations of RCW 28A.150.276 and other State law. Supplemental contracts, when issued, are pursuant to state law and are not continuing contracts within the scope of the law. Appointments to supplemental assignments are for one year and shall be in accordance with current Washington Laws and Washington Administrative Code regulations. Assignments are confirmed through prompt return of the signed Supplemental Contract.

There shall be two (2) rates of pay, per diem and professional rate.

Teacher preparation and planning duties shall be paid at per diem rate.

Curriculum development, non-mandatory professional development and extra non-instructional duties shall be paid at the professional rate.

Prior to determining the rate of pay for a new duty, the Association and the District shall mutually agree to the appropriate rate of pay.

The professional rate of pay shall be \$40.94 per hour enhanced annually by the Seattle CPI (Consumer Price Index).

Any training or planning opportunities that shall be offered to employees during the summer months shall be shared with all employees by internal electronic notice by June 10 each year.

Summer school, Kindergarten Jump Start or school-sponsored camps shall be paid at the individual employee per diem rate for teacher, pre-authorized preparation and planning hours.

Opportunities for summer work must be shared with all employees by internal electronic notice to provide access to interested employees. Supplemental work will be offered as one-year supplemental contract assignments, and will be granted by the respective Administrator based on qualifications and needs of the individual assignment.

For any voluntary professional development opportunity the District elects to offer, any compensation to encourage employee attendance shall be paid at the professional rate of pay.

For any designated professional development opportunities for which employees shall be held accountable for the content and knowledge, the District shall offer such training during the workday. A substitute shall be provided. The District may opt to offer the same professional development opportunity outside the workday. In this instance, attendance is voluntary, and shall be paid at the professional rate of pay.

Any employee having completed fifteen (15) years of work in the District will, upon written request made by October 15 of each year, be issued a supplemental contract for up to ten (10) days (the total days available will be prorated to your FTE) at their per diem rate for curriculum work or other projects offered by the District during the school year, September 1 through August 31. No more than two such supplemental contracts will be issued during the employee's career with the District. The total dollars expended for such supplemental contracts will be \$120,000 for each school year of this Agreement. Should the total value of the requested supplemental contracts for either year exceed the available funds, then all of these supplemental contracts would be reduced proportionately in length to the degree necessary to utilize fully, but not exceed, the available amount.

Certificated employees in the building will be given first consideration for appointment to any co-curricular assignments as defined under Article IV, Section D of this agreement for which they indicate an interest to the building principal or designee. Employees whose co-curricular assignment will not be renewed will be furnished written reasons, upon request to the personnel administrator.

1. The building principal will ask all teaching staff in the building to submit an interest sheet, listing all co-curricular activities contained in Article IV, Section D of the collective bargaining agreement that the teacher would be interested in and will to take, together with a phone number where the teacher could be reached all summer in case of summer vacancies. A reasonable effort will be made to contact the interested teaching staff at the number provided, even if they did not respond to the building posting (see Section 2 below).
2. When a co-curricular activity contained in Article IV, Section D of the Collective Bargaining Agreement comes open, the principal or other building administrator first will notify all persons teaching in that building for any part of their teaching

assignment, and will specify a deadline and method of responding. This notice can be by any method reasonably believed to reach all certificated staff in that building (for example, written notice distributed in all teacher mail boxes; posting in the building in the staff room; email, etc.), but at a minimum will include some sort of written notice or posting in the building for at least two (2) days. No posting or announcement is made outside the building at this time.

3. The principal or other building administrator will consult with all in-building teachers who indicated an interest in the assignment. This will generally be a brief conversation, during which candidates will be asked their plans for the program if they were hired for this activity. Teachers may be asked to submit information about qualifications for the particular assignment in writing at the times the notice of interest is submitted.
4. If the principal/administrator in charge of filling the co-curricular activity position decides to select one of the in-building candidates, the candidates will be so notified, and no further steps need to be taken.
5. If the principal/administrator decides either to a) not select an in-building candidate(s) or (b) look outside the building, but still keep the best in-building person under consideration, the principal will notify the in-building teacher(s).
6. If no in-building teacher is selected, the principal/administrator will notify the Human Resources Office and the position is posted a minimum of five (5) calendar days in all the other buildings, and also advertised outside the District, if the administration desires. Candidates are considered and an outside candidate may be selected.
7. After either step 5 or 6 are completed, in-building candidates for the co-curricular position may request to know reason(s) why they were not selected and will be told orally the reasons. In-building teachers, upon request, will be provided reasons in writing for not being selected.
8. The process does not need to be used if the administrator intends to continue a person who has held a specific assignment in the building in the previous year; the administrator in charge can elect, but is not required, to continue a person in the assignment during a subsequent year without going through any part of this procedure.

#### **SECTION L – Workday**

The length of the employee working day shall not exceed 7-1/2 hours, including lunch. Certificated middle and high school staff shall have 30 minutes before and 30 minutes after school for the benefit of students, parents and meetings. Certificated Elementary staff shall have 40 minutes before and 20 minutes after school for the benefit of students, parents and meetings.

Early Elementary School doors are to be open at 8:30 a.m. and school begins at 8:40 a.m. Late Elementary School doors are to be open at 9:10 a.m. and school begins at 9:20 a.m. Middle

school and Henrietta Lacks Health & Bioscience High School doors are to be open at 7:50 a.m. and school begin and school begins at 8:00 a.m. All other high school doors are to be open at 8:30 a.m. and school begins at 8:40 a.m.

Staff meetings/professional development meetings may extend the workday by an aggregate of no more than two (2) hours per month; however, no staff meeting shall last more than one hour.

No more than one (1) staff meeting per building shall occur in December.

Attendance at two (2) events per year will be required beginning in the 2021-2022 school year:

1. Open House/Back to School Night/Orientation
2. Identified by Building Leadership Team

Only for the 2020-2021 School Year:

Staff will be dismissed on the last workday of each school week after the safe departure of students. In a normal workweek, meetings shall not be scheduled on the last day of the week at the end of the workday. In the rare exception an IEP or emergency student meeting must occur, the impacted employees may submit a Form A for the time, paid at per diem rate, or may make arrangements to leave early on another day in recognition of the additional work time. This discontinues at the end of the 2020-2021 School Year.

Each employee shall receive one-half (1/2) hour of continuous duty free lunch time during the school day as provided in Washington Law.

During the typical workday, there shall be a 15 minute morning break and a 15 minute afternoon break for all elementary classroom teachers. Equivalent time for specialists and itinerants will be scheduled, as breaks between classes, exclusive of travel time.

The employee shall coordinate with their supervisor to provide a plan to satisfy lactation and work needs.

Employees required to attend more than two BAT team meetings per week may submit for payment, up to 18 hours per year, on a Form A at per diem.

When an employee is assigned to two or more buildings based on District scheduling needs the work schedule will provide 30-minute duty free lunch and provide 30 minutes of travel time to the next work location. An exception to this 30-minute travel time would be for campuses that share an adjacent parking lot.

Additionally, the District shall:

1. Ensure a daily work schedule that does not exceed the regular work day, as identified in Article III. Personnel, Section L. Workday.
2. Ensure a daily work schedule for the certificated employee which shows the appropriate number of planning time minutes in proration to the individuals FTE, and pursuant to Article VIII. Instruction Supportive Learning Environment, Section E. Planning Time.
3. Ensure a daily work schedule for the certificated employee which provides a daily, thirty-minute duty free lunch.
4. Ensure a work day schedule for the certificated employee which provides thirty minutes of travel time to the next work location. An exception to this thirty minute travel time requirement would be for those campuses that share an adjacent parking lot.
5. Make every effort to comply with the articulated work day, planning time, lunch and travel time language of the collective bargaining agreement. In any instance where there is a disparity in the guaranteed number of provided minutes, in proration to the certificated employees' respective FTE, the District shall pay the individual daily per diem pay for the explicit number of missed minutes.
6. Consult with the Association and mutually agree upon the identified remedies to make the certificated employee whole in the individual instances.

On an annual basis during the schedule-building process and before June 10<sup>th</sup>, each elementary grade level team (K-5) may request, via email to the Association and the District, if they would like to vary the break with the lunch period.

#### **SECTION M – Payment Provisions and Contract Changes**

1. Payment Provisions
  - a. Employees employed for the full school contract year shall be paid one twelfth (1/12) of the annual salary of the employee shown on the Certificated Employee Contract he or she has signed on the last working day of September and of each succeeding month. Employees contracted for less than a full year shall be paid pro rata, for the remaining months of that year. Salary warrants shall be issued on the last District business day of each month. If the regularly scheduled payment day occurs when employees are not on duty, during winter, spring or summer vacation, salary warrants will be available to be picked up at the Payroll Office on the last District business day of the month.
  - b. The salary of each employee will be deposited directly in their personal account with Automated Clearinghouse Association as authorized by the employee on or before the first of the month. The employee will be provided via Employee Access a statement in the amount being deposited and of all deductions made, and the cumulative number of sick days on the District's records.
  - c. Special summer payments to pay employees for work in the summer program shall be made one in the month of July and one in the month of August.

- d. Pro rata payments for changes of salary, special assignment payrolls, and requests for special payments that are received in the Payroll Office on or before the designated payroll and paid on the last District business day of the month. Such changes of payrolls that are received in the Payroll Office after the designated payroll cutoff date will be processed with the following monthly payroll. The schedule of the payroll cutoff dates is sent to the buildings at the beginning of each school year. The schedule is to be posted in each building in a place where all staff have access to the schedule.
- e. Co-curricular activity pay may, at the option of the employee, be paid in full at the completion of the Co-curricular assignment.
- f. Under an emergency situation, a new teacher to the professional may, during the first month of employment, draw on their earned salary not to exceed fifteen (15) days' pay. This request (Appendix F – Request for Draw) must be made prior to the payroll cutoff date and payment will be made on the 15<sup>th</sup> of the month, or the first working date following if the 15<sup>th</sup> of the month falls on a weekend. It is also understood that the amount of the draw will be calculated using the number of days worked multiplied by the daily rate of pay. The personnel administrator will make the determination as to whether a true emergency exists.

2. Contract Changes

The deadline for filing of credits or notice that the transcript is on the way to the Human Resources Office for employees on the staff, for salary adjustments for the current school year, is October 15, or the last school day prior, if October 15 is on a non-school day. Notice that transcripts are on the way must be submitted in writing by the employee to the Human Resources Office. Requests for transcripts from the college or university are the responsibility of the individual employee. The deadline for the earning of such credits is September 30. Credits earned after September 30 may not be counted for salary purposes until the following year.

The District, Association and impacted employee shall consult together to correct any over or under payment errors.

All compensation owed an employee who is retiring from the District shall, upon request by June 1, be paid at the end of the fiscal year; however, District contributions for programs shall continue until August 31.

3. Educational Support Associates (ESA) Salary Placement (Counselors, ECSW, Psychologists, Nurses, BCBA's, SLPs, OT/PTs).

Employees with ESA certification with prior related non-school experience who qualify for salary schedule placement under Chapter 392-121 WAC, shall be credited (Current employees as of September 1, 2020, shall have until October 15, 2020, to provide documentation to Human Resources for purposes of this section.)

In the event the state passes legislation and necessary resources, the District shall pass through any monies allocated for the ESA national salary certification stipend.

## **SECTION N – Part-Time Employees**

### **1. Return to Full Time Positions from less than Full Time**

A full time employee who is granted a reduction from a full time position to a less than full time position, who request through the appropriate transfer procedures to return to full time status, will be interviewed and considered prior to other applicants, for the first vacant full time position for which they qualifies, dependent upon qualifications including but not limited to skill, ability, education, recent experience, and seniority, provided that employees returning from District approved leave are first returned to full time status.

### **2. Part Time to Full Time**

A less than full time employee who requests through the appropriate application procedures to be placed in a full time position shall be considered based on objective factors including, but not limited to: skill, ability, qualifications, education, recent experience and seniority.

### **3. Job Sharing**

1. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals, with each assignment being half time.
2. The District may grant requests to job share. The District shall establish the daily work schedule for the job sharing team.
3. The District may terminate job sharing arrangements at any time after completion of each year, in which case each of the job sharing employees who formerly was a full time employee for the District shall be placed in a full time position similar to the position last held before job sharing, if such a position is available. If such a position is unavailable due to staff reductions, the employee shall be placed on the seniority list. After the termination of a job sharing arrangement, a teacher who was initially hired as a job sharing teacher shall have further employment rights as determined by Subsection 2 of this Section.
4. At the end of the first or second year of job sharing, a job sharing employee who formerly was a full time employee may choose to return to a full time position similar to the position last held before job sharing, if such a position is available. If such a position is unavailable due to staff reduction, the employee shall be placed on



the seniority list. At the end of the second year of job sharing, if the job sharing team requests and is approved to continue job sharing, the right to employment in subsequent years for each employee is a right to a half time position with the District. However, they may request to return to full time status, as provided in Subsections 1 and 2 above.

5. Shared time positions will be compensated as follows:
  - i. Teaching salary will be prorated. Job sharing teachers shall advance one experience step on the salary schedule for each two years of half time teaching.
  - ii. Seniority will accrue on the basis of two years of half time work equaling one year of full time work.
  - iii. Sick and personal leave will be prorated to the FTE of the employee.
  - iv. Entitlement to insurance shall be according to Article IV Section F.

## D. ARTICLE IV – SALARY SCHEDULES AND BENEFITS

### SECTION A – Salary Placement

2020-2021 Salary Scale TA 06-25-2020															
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>BA</b>															
Base	\$50,254	\$51,410	\$52,592	\$53,801	\$55,038	\$56,304	\$57,600	\$58,924	\$60,280	\$61,666	\$63,085	\$64,536	\$66,020	\$67,538	\$69,092
TRI	\$4,422	\$4,524	\$4,628	\$4,735	\$4,843	\$4,955	\$5,065	\$5,185	\$5,305	\$5,427	\$5,551	\$5,679	\$5,810	\$5,943	\$6,080
PD	\$1,396	\$1,428	\$1,461	\$1,494	\$1,529	\$1,564	\$1,600	\$1,637	\$1,674	\$1,713	\$1,752	\$1,793	\$1,834	\$1,876	\$1,919
Total	\$56,072	\$57,362	\$58,681	\$60,030	\$61,411	\$62,823	\$64,269	\$65,746	\$67,259	\$68,806	\$70,388	\$72,008	\$73,664	\$75,358	\$77,092
<b>BA+15</b>															
Base	\$51,510	\$51,409	\$52,592	\$53,801	\$55,039	\$56,305	\$57,600	\$58,925	\$60,280	\$61,666	\$63,085	\$64,536	\$66,020	\$67,538	\$69,092
TRI	\$4,533	\$4,524	\$4,628	\$4,734	\$4,843	\$4,955	\$5,065	\$5,185	\$5,305	\$5,427	\$5,551	\$5,679	\$5,810	\$5,943	\$6,080
PD	\$1,431	\$1,428	\$1,461	\$1,494	\$1,529	\$1,564	\$1,600	\$1,637	\$1,674	\$1,713	\$1,752	\$1,793	\$1,834	\$1,876	\$1,919
Total	\$57,474	\$57,361	\$58,681	\$60,030	\$61,411	\$62,824	\$64,269	\$65,747	\$67,259	\$68,806	\$70,388	\$72,008	\$73,664	\$75,358	\$77,092
<b>BA+30</b>															
Base	\$52,798	\$52,695	\$53,907	\$55,146	\$56,415	\$57,712	\$59,040	\$60,398	\$61,787	\$63,208	\$64,662	\$66,149	\$67,670	\$69,227	\$70,819
TRI	\$4,646	\$4,637	\$4,744	\$4,853	\$4,965	\$5,079	\$5,196	\$5,315	\$5,437	\$5,562	\$5,690	\$5,821	\$5,955	\$6,092	\$6,232
PD	\$1,467	\$1,464	\$1,497	\$1,532	\$1,567	\$1,603	\$1,640	\$1,678	\$1,716	\$1,756	\$1,796	\$1,837	\$1,880	\$1,923	\$1,967
Total	\$58,911	\$58,796	\$60,148	\$61,531	\$62,947	\$64,394	\$65,876	\$67,391	\$68,941	\$70,526	\$72,148	\$73,808	\$75,505	\$77,242	\$79,018
<b>BA+45</b>															
Base	\$54,118	\$55,362	\$56,635	\$57,938	\$59,271	\$60,634	\$62,029	\$63,456	\$64,915	\$66,408	\$67,935	\$69,498	\$71,096	\$72,731	\$74,404
TRI	\$4,762	\$4,872	\$4,984	\$5,099	\$5,216	\$5,336	\$5,459	\$5,584	\$5,713	\$5,844	\$5,978	\$6,116	\$6,256	\$6,400	\$6,548
PD	\$1,503	\$1,538	\$1,573	\$1,609	\$1,646	\$1,684	\$1,723	\$1,763	\$1,803	\$1,845	\$1,887	\$1,931	\$1,975	\$2,020	\$2,067
Total	\$60,384	\$61,772	\$63,192	\$64,646	\$66,131	\$67,654	\$69,210	\$70,802	\$72,431	\$74,096	\$75,800	\$77,544	\$79,327	\$81,152	\$83,018
<b>MA/BA+90</b>															
Base	\$58,176	\$59,515	\$60,883	\$62,284	\$63,716	\$65,192	\$66,680	\$68,215	\$69,783	\$71,388	\$73,030	\$74,710	\$76,428	\$78,186	\$81,791
TRI	\$5,119	\$5,237	\$5,358	\$5,481	\$5,607	\$5,736	\$5,868	\$6,003	\$6,141	\$6,282	\$6,427	\$6,574	\$6,726	\$6,880	\$7,198
PD	\$1,616	\$1,653	\$1,691	\$1,730	\$1,770	\$1,811	\$1,852	\$1,895	\$1,938	\$1,983	\$2,025	\$2,075	\$2,123	\$2,172	\$2,272
Total	\$64,911	\$66,405	\$67,932	\$69,495	\$71,093	\$72,728	\$74,400	\$76,113	\$77,862	\$79,653	\$81,486	\$83,360	\$85,277	\$87,238	\$91,260
<b>MA+45/BA+135*</b>															
Base	\$62,539	\$63,978	\$65,449	\$66,955	\$68,495	\$70,070	\$71,682	\$73,331	\$75,017	\$76,743	\$78,508	\$80,313	\$82,161	\$84,050	\$87,336
TRI	\$5,503	\$5,630	\$5,760	\$5,892	\$6,028	\$6,166	\$6,308	\$6,453	\$6,601	\$6,753	\$6,909	\$7,068	\$7,230	\$7,396	\$7,638
PD	\$1,737	\$1,777	\$1,818	\$1,860	\$1,903	\$1,946	\$1,991	\$2,037	\$2,084	\$2,132	\$2,181	\$2,231	\$2,282	\$2,335	\$2,426
Total	\$69,780	\$71,386	\$73,027	\$74,707	\$76,425	\$78,183	\$79,982	\$81,821	\$83,702	\$85,628	\$87,597	\$89,611	\$91,673	\$93,781	\$97,448
<b>MA+90</b>															
Base	\$67,230	\$68,776	\$70,358	\$71,977	\$73,632	\$75,325	\$77,058	\$78,831	\$80,644	\$82,498	\$84,395	\$86,337	\$88,322	\$90,354	\$92,432
TRI	\$5,916	\$6,052	\$6,192	\$6,334	\$6,480	\$6,629	\$6,781	\$6,937	\$7,097	\$7,260	\$7,427	\$7,598	\$7,772	\$7,951	\$8,134
PD	\$1,867	\$1,910	\$1,954	\$1,999	\$2,045	\$2,092	\$2,141	\$2,190	\$2,240	\$2,292	\$2,344	\$2,453	\$2,453	\$2,510	\$2,568
Total	\$75,013	\$76,739	\$78,504	\$80,310	\$82,157	\$84,046	\$85,980	\$87,958	\$89,981	\$92,050	\$94,167	\$96,333	\$98,548	\$100,815	\$103,134

Salary Schedule for the 2020-2021 School Year as given. New hires will be placed minimally on Step 1 of the 2020-2021 Salary Schedule

Salary Schedule for the 2021-2022 School Year will be the 2020-2021 salary schedule with each cell increased by Seattle Consumer Price Index (CPI) and then each cell increased by 0.5%

Salary Schedule for the 2022-2023 School Year will be the 2021-2022 salary schedule with each cell increased by Seattle Consumer Price Index (CPI) and then each cell increased by 0.5%

1. All certificated employees shall be placed, for annual vertical and horizontal movement as stipulated, on the locally negotiated base salary schedule, consistent with S-275 reporting guidelines.
2. New hires to the District shall be placed on the schedule consistent with their recognized experience and years of service and/or documented education and years of service. Those brand-new to the profession and those with the one (1) year of experience shall be placed on Step 1.

The parties intend to comply with the limitations imposed by State law and to pass through to employees in the bargaining unit the full salary amount they are entitled to under State law. No provision of the Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by State law, including RCW 28A.400.200 and the State Budget. Salary compliance reporting to the State shall be based on a 180-day contract, plus any learning Improvement Days provided by the state excluding any supplemental and/or extended day contracts.

3. October 15 will be the deadline each year for employees to submit documentation of additional experience and educational credit. Any increments earned will apply to the entire contract year and shall be paid no later than the November 30 payday.
4. The District shall, in a timely manner, provide the Association with copies of all information as to salary and benefit data developed for compliance purposes. The parties shall meet to rectify any errors, omissions, or problems identified, consistent with item 2 above.
5. All employees who are required within the scope of their employment to travel during their workday shall receive mileage compensation at the IRS approved rate in effect on September 1, of the then current school year.

#### **SECTION B – Unemployment Compensation**

The District shall provide for processing of unemployment compensation for eligible former employees in accordance with special federal legislation. The District will provide for unemployment compensation for employees if mandated by law and funded by special or regular funding from the State and Federal Government.

**SECTION C – Workers Compensation**

All employees shall be covered by the provisions of the WA State Workers Compensation program for injuries sustained during the course of their regular employment.

If an employee suffers injuries related to an assault during the course of their work duties, the employee must immediately report the situation to their supervisor or designee. If the result is loss-of-time under worker's compensation benefits, the District will offset the difference between net benefits and net take-home pay up to thirty (30) workdays and the leave will not be charged to the employee's accumulated leave.

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**SECTION D – Co-Curricular Activities and Pay Schedule**

Co-curricular salaries will be increased by the same Seattle CPI percentage, if any, as that generally applicable to the state salary schedule. The following stipends only apply when the duties are not part of the employee's FTE.

Budget #0100-27-2030-0xx-0000-0000-0 (\*except Arts Allocation)

**SENIOR HIGH SCHOOL ACTIVITIES**

Drama Director	C873	\$6,900	
Drama Director with Musicals	C873	\$8,006	
Orchestra//Strings Director	C843	\$1,107 (per Orchestra)	
Choir Director	C863	\$6,900	
Choir Assistant Director	C683	\$2,410 (may be used for accompanist if no assistant)	
Chamber/Jazz Choir "B" Director	C863	\$2,578	
Band Director	C843	\$6,237 (2 positions per school)	
Jazz Band "B" Director	C843	\$2,578	
HeLa Band Director	C843	\$2,578	
HeLa Choir Director	C863	\$2,410	
Arts Allocation	C213	\$8,370	(shall be allocated to each high school divided as follows: *\$5,049 Drama (Musicals not required). \$1,107_Band. \$1,107_Choir. \$1,107 Orchestra
*0100-27-2010-064-0015-0000-0			
Yearbook	C833	\$3,875	
Youth & Government or We The People	C763	\$3,492	
Newspaper / Video News	C943	\$3,492	
Foreign Exchange Coordinator	C733	\$1,414	
Science Olympiad	C743	\$1,746	
Robotics	CCA3	\$1,746	
MESA	CCA3	\$1,746	

**MIDDLE SCHOOL ACTIVITIES**

Drama Director	C873	\$1,746 (per after school show, max 2 per year)	
Drama Director (as part of class)	C873	\$859 (per after school show, max 2 per year)	
Orchestra/Strings Director	C843	\$2,768	
Chamber Orchestra "A" Director	C843	\$2,161 (3 days per week)	
Chamber Orchestra "B" Director	C843	\$1,664 (3 days per week)	
Choir Director	C863	\$2,768	
Chamber/Jazz Choir "A" Director	C863	\$2,161 (3 days per week)	
Chamber/Jazz Choir "B" Director	C863	\$1,664 (2 days per week)	
Band Director	C843	\$2,768 (2 positions per school)	
Jazz Band "A" Director	C843	\$2,161 (3 days per week)	
Jazz Band "B" Director	C843	\$1,664 (2 days per week)	
Yearbook	C833	\$1,662	
Science Olympiad	C743	\$1,746	
Robotics	CCA3	\$1,746	
MESA	CCA3	\$1,746	

**ELEMENTARY SCHOOL ACTIVITIES**

Choir Director	C863	\$1,746	
Orchestra/Strings Director	C843	\$194 (per event, max 3 per year)	
General Music Evening Concerts	C843	\$194 (per event, max 3 per year)	
Band Evening Concerts	C843	\$194 (per event, max 3 per year)	
PE Showcase District Director	CPE3	\$600	

Any certificated staff planning to work with their activity over the summer months must notify their Supervisor prior to working with their respective students. The Supervisor at the time will confirm in writing the District's intention to offer a Supplemental Contract to the certificated staff of the subsequent associate season.

**SECTION E – Extended Contracts**

All salaries are to be determined and approved in writing through a classification procedure involving the Human Resources Office and the department or division under whom the individual will be working. No pay for work beyond the contract year shall be paid by the Payroll Office unless a supplemental contract is signed by the individual teacher, by the supervising District administrator, and the Human Resources Office.

Employees who continue in their regular teaching assignment or similar extended special summer teaching assignments shall be at per diem. A supplemental contract must be issued and signed by the individual, the supervising administrator, and the Human Resources Office.

All continuation rates for teachers who work in the same or similar jobs during the summer shall be per Diem of the contract salary for the previous school year.

The hourly rate shall be the per diem salary divided by seven (7) hours.

Payment to teachers for preparation time spent prior to teaching authorized in-service classes for the District shall be at per diem or a mutually agreeable alternative.

The District shall provide twelve (12) days per diem to all full time high school counselors and ten (10) days per diem to all full time middle school counselors.

The District shall provide a supplemental contract of one (1) day to all full-time Teacher Librarians for start-up and/or closure responsibilities.

The District shall provide a supplemental contract of 0.2 FTE per diem for all HS Special Education Coordinators.

**SECTION F – Salary Credit for Military Service**

Intervening military service credit of up to two (2) years will be given to employees returning from Military Leave of Absence provided the maximum two (2) years of experience credit for Military Leave has not already been granted and provided application to return to service with the District is in conformity with the provisions of RCW 73.16.033 and 73.16.035 receiving such credit only if hired prior to September 1, 1989.

All veterans whose school employment is disrupted by service in the armed forces shall receive salary and seniority credit for such service in accordance with Washington law.

**SECTION G – Insurance**

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition for all employees who meet the eligibility requirements outlined below.

For purposes of benefits provided under the SEBB (School Employees Benefit Board), school year shall mean September 1 through August 31, and shall be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition 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.

The District will provide benefits to employees through SEBB, to include but not limited to:

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

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. 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. In addition, employees will be able to utilize payroll deduction for any supplemental insurance they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.)

Eligibility:

Beginning January 1, 2020, eligible employees shall select from the approved SEBB identified carriers and plans for themselves, their dependents, and/or domestic partner, consistent with SEBB rules.

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program once they work 630 hours, or the District anticipates they work 630 hours or more in an eligible year.

Once eligibility is established, it shall be maintained for the remainder of the eligibility school year, unless the employee's schedule or work pattern is revised such that they are no longer

anticipated to work 630 hours or separate from employment. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. A school employee who is not anticipated to work 630 hours within the school year because they are hired after the school year begins but they are anticipated to work at least 630 hours the next school year, establishes benefits eligibility for the employer contribution toward SEBB benefits as of their working if they are:

- A 9-10 month employee anticipated to be compensated for at least 17.5 hours a week in six (6) of the last eight weeks counting backwards from the week that contains the last days of school; or
- A 12 month employee anticipated to be compensated for at least 17.5 hours a week in 6 of the last 8 weeks counting backwards from the week that contains August 31, the last days of the school year.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) with anticipated work hours of 630 or more determined by the District, will be eligible for benefits.

If two individuals are job sharing one position and they are both anticipated to work more than 630 hours, they will both be eligible for SEBB benefits. The District will be required to pay the employer's share of the benefit costs for each eligible employee. The District may terminate job sharing arrangements at any time after completion of each year.

#### Benefit Enrollment and Continuity of Coverage:

Employees shall select a carrier and plan(s) provided in the county in which they live or as per SEBB rules. Electronic enrollment processes shall be established consistent with SEBB rules.

In the month of September benefit coverage for eligible employees begins the first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first of the month following the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.



Should an employee who previously was not anticipated to work 630 hours during the school year, and is subsequently employed in a position in which the District anticipates they will work 630 hours shall become eligible for benefits on the first day of the month following the known date of eligibility.

Premiums:

The District shall pay the full portion of the employer premium as established by SEBB. Employees shall be responsible for their portion of the premium as established by SEBB.

Leaves:

Paid leave hours shall count towards benefits eligibility under this section excluding any holiday hours from eligibility determinations. Employees on an approved unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) and/or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay and who is no longer anticipated to meet the eligibility requirements for employer paid insurance, the employee will have the option of self-paying the premium to HCA continuation.

Benefit Termination:

Any employee receiving benefits and chooses to terminate the employee/employer relationship shall continue to receive benefits through the end of their final working month of employment. In any month, other than June, July, or August, the employer contribution toward SEBB benefits ends the last day of the month in which the employer-initiated termination notice is effective and the last day of the month in which the employee-initiated resignation is effective.

When employees are receiving benefits and separate from employment after completion of the employee's full contract obligation, the separation will need to be submitted with an effective date of August 31. The employer contribution toward SEBB benefits ends the last day of the month in which the school year ends (August 31).

**Substitutes:**

Substitutes employed by the District for more than 30 days of work within the current, or preceding school year or employed by the District for 16 consecutive workdays in the same assignment are included in the bargaining unit.

The District and the Association agree that substitute employees who are anticipated to work 630 hours during the school year will be determined by the District and will be eligible for benefits through SEBB.

Substitute employees will be monitored and reviewed monthly by the District for anticipated work hours and for those who have met the 630 hours. Substitutes will be notified by the District when eligible.

**SECTION H – Extra Duties / Leadership**

There are regular responsibilities, projects, or tasks supervisors/administrators have designated to be accomplished in their respective buildings outside of the normal duties expected by certificated or for duties during a paid in-service day. In order to efficiently complete this work a supervisor/administrator may offer a certificated employee an identified number of hours of work to be completed, to be paid at the professional rate, and submitted on a Form A or a supplemental contract to payroll for payment.

Responsibilities, projects, or tasks are offered on an as-needed basis and offered by the supervisor/administrator prior to the beginning of the work with the number of predetermined hours. Work done without prior approval by the supervisor/administrator will not be paid. The certificated employee(s) identified to assume said work have no entitlement for regular receipt of said assignment of duties. If a supervisor/administrator has requested a certificated employee complete such duties, they are only required to accept said duties at their agreement.

Responsibilities, projects, or tasks may include, but are not limited to:

- Tasks that were typically done by department leaders
- Selection and ordering of materials, equipment and supplies
- Inventory and organizing of materials, equipment and supplies
- Inventory and ordering of books (excluding library circulation materials)
- Coordination of testing processes and materials
- Coordination of curriculum materials for grade and/or subject level teams
- Preparation and delivering site level in-service offerings
- Serving on building level team, beyond the one building committee
- Selection and ordering of grade level and/or subject level books and materials

- Coordination of a site level activity or school wide 1-time project
- Organizing and submission of materials for respective grade and/or subject level to administrator(s)
- Solicitation of grade and/or subject level classroom scheduling and/or assignment preferences to administrator(s)

#### **ELEMENTARY / SPECIALIST**

A good faith effort will be made to reduce the non-teaching duties of grade school department heads, grade level chairpersons, specialist area chairpersons, building budget review committee members or similarly appointed employees, commensurate with their assigned duties, provided, this shall not increase the non-teaching duties of the other employees in the bargaining unit.

Department leaders, grade-level, and specialist area chairpersons are those individuals designated in writing by the Administration.

#### **SECTION I – VEBA**

In accordance with state and federal law, employees have the opportunity to participate in VEBA based on the outcome of the employee group votes conducted by the Association.

VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell buy back. If one (1) of more options are approved by the employee group, all eligible employees in the group must participate. The Association will annually notify the District by December 1 of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year. Any employee who has in excess of 180 sick leave days, has completed the VEBA membership enrollment process and is enrolled in VEBA, may complete a hold harmless agreement authorizing annual rolling of unused sick leave days.

**SECTION J– Employee Assistance Program**

An Employee Assistance Program (E.A.P.) Advisory Committee shall be formed to oversee the operation, provide suggestions and report to the Board on E.A.P. activities. If an employee of the District chooses to use the services of the Evergreen Employee Assistance Program, they shall do so voluntarily and they shall not be mandated or coerced. Information gathered during counseling sessions will be held in the strictest confidence. Names of participants and information gathered shall not be provided to the District without the individual's written authorization. Evidence of an individual's participation in the E.A.P. shall not be provided to the District without the employee's written authorization. E.A.P. can be reached at:

**Solutions Employee Assistance Program**  
**3305 Main Street Suite 201**  
**Vancouver, WA 98663**  
**(360) 836-8260**  
**[solutionsemployeeassistance.com](http://solutionsemployeeassistance.com)**

## **E. ARTICLE V – LEAVE PROCEDURES**

### **SECTION A – Leaves for Sickness, Bonding, Emergency and Injury**

#### **1. Sick and Emergency Leave**

All full time employees earn one (1) day of sick and emergency leave per month. Full time employees hired after the beginning of the school year, and those contracted for the year in a part time position, shall receive a prorated sick and emergency leave allowance based on one full day per month. On the first day of employment of each school year, each employee shall be credited in advance for the full amount of sick/emergency leave to be earned that school year. Sick leave may be used for illness, injury, emergency, doctor, dental and vision appointments. Physician verification is required for absences of more than five consecutive school days.

The employer shall allow the employee to use any or all of the employee's choice of sick leave or other paid time off to care for: a) a child of the employee with a health condition that requires treatment or supervision; or b) a spouse, parent, parent-in-law, domestic partner, grandparent of the employee, or anyone who is living with or considered part of the family who has a serious health condition or emergency condition. Sick leave shall be used in compliance with Family Medical Leave Act (FMLA).

Emergency is a suddenly precipitated situation of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence.

When an employee will be absent from work, they shall give notification to the Frontline system 90 minutes prior to the workday. Notification to the building principal/secretary is not necessary if notification is made through the Frontline system. If the absence may be for consecutive days, the District shall be notified of the probable date of return.

Each employee's portion of unused sick or emergency leave allowance shall accumulate from year to year as provided in RCW 28A.400.300, as amended. In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's pay of the employee for each four full days of accrued leave for sick leave in excess of sixty days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four days for every one day's pay.

At the time of separation from the District due to retirement under the rules governing Plans 1, 2 and 3, or death, or severing employment at a minimum age of 55 under the rules of Plan 2 with a minimum of 15 years of experience, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current pay for each four (4) full days accrued sick leave for illness or injury, to the maximum allowable under current state statutes, but no more than 180 days.

Employees are encouraged to announce their intent to retire and to cash out accrued sick leave as provided above, by May 15; however, when unforeseen circumstances dictate a later notification, the employee cash out of accrued sick leave shall not be jeopardized.

An employee returning to employment in the District, shall, at the minimum, be entitled to reclaim all accumulated illness, injury and emergency leave days recorded to their credit at the time of the earlier termination or resignation.

## 2. Health Leave

An employee whose physician certifies in writing that the employee is unable to perform professional duties because of personal illness, maternity, or disability shall, upon request, be granted leave of absence without pay for up to one year from the date the leave is granted. Health leaves shall be granted without requiring the employee to use up accumulated sick leave. Leaves from these conditions may be renewed annually not to exceed two (2) years. Application for and/or renewal of Health Leave shall be made in writing to the District Human Resources Office. When returning within one year from the date of Health Leave was granted, an employee who has been granted a Health Leave shall be allowed to return to the position last held or a similar position. If the position is unavailable due to staff reductions, the employee shall be rehired in conformity with the recall provisions of this Agreement. All returns from Health Leave are contingent on a written statement from the physician regarding the individual's health. Accumulated benefits shall be retained while on Health Leave.

An employee on Health Leave who exhausts sick leave and any other available paid leave and/or becomes ineligible for further use of sick leave and is "cashed out" during the month of May or later shall receive paid insurance to the same level as other employees for the remainder of the school year (through the month of September).

An employee who has exhausted sick leave as a result of an extraordinary and severe extended illness or injury be granted leave and shall be paid their regular salary minus the salary of the replacement employee for a period of up to sixty (60) contract days,

after which the employee may qualify for disability benefits under the Washington State Teachers' Retirement System.

An employee on Health Leave who exhausts sick leave and any other available paid leave as a result of a debilitating or life threatening illness or injury shall be provided paid insurance, to the same level as other employees, for up to one year if no replacement employee is entitled to paid insurance.

3. Family Medical Leave Act (FMLA)

Employees may be eligible for FMLA if they have worked 1,250 hours in the previous twelve (12) month period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave, do not count toward the employee's FMLA entitlement.

If the employee qualifies for FMLA, they shall be allowed to utilize available accrued leave.

When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run concurrently with other leave benefits, unless the employee chooses otherwise.

If two eligible employees are spouses or domestic partners and are both employed by the district, they shall each be eligible for twelve (12) weeks of FMLA for birth of a child, bonding with the newborn, placement of a child with the employee for adoption or foster care, bonding with the newly placed child, care for a parent with a serious health condition or for care for a covered service member with a serious injury or illness.

Family leave may be taken to care for a child, parent, spouse and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption or foster care. Medical leave for the employee's own serious health condition.

A serious health condition shall be defined as, any illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay and other terms and conditions of employment as held prior to the leave.

4. Washington Paid Family and Medical Leave (WA-PFML)

Paid Family and Medical Leave (PFML)

The District will annually notify employees about the benefits available under PFML. The District shall provide eligible employees with a known qualifying event a written statement of their rights.

As provided in state law and rule as of June 1, 2020 (and may be subject to change during the term of this Agreement). To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.

PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below. Weekends, holidays and school breaks that fall within an employee's PFML leave do not count toward the employees PFML entitlement.

Beginning in 2022-2023 the District will pay the WA-PFML premium, including both the employer and employee portion.

PFML may be used as follows:

Family Leave

1. To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.
2. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse and state-registered domestic partner) experiencing an illness or medical event.
3. Certain military-connected events.

Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.

Under the following circumstances, benefits may be extended as follows:

- a. Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity.
- b. Total of up to 16 weeks for combined medical and family leave.



- c. Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity.

The PMFL family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML medical leave entitlement expires twelve (12) months following the first application for PFML benefits.

Employees are responsible to file claims with the Employment Security Department and payments will come from the Employment Security Department.

Employees may choose the use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay and other terms and conditions of employment as held prior to the leave.

#### 5. Shared Leave

Employees shall be eligible to receive shared leave if they meet the qualification criteria outlined in RCW 41.04.665.

If the employee qualifies for shared leave they shall not be required to deplete all of their sick leave and can maintain up to 40 hours of sick leave in reserve and shall have the right to request and access up to 16 weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth or placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.

An employee who has an accrued sick leave balance of more than one hundred seventy six hours (176) may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below one hundred seventy six (176) hours.

Upon returning from leave, the employee is entitled to return to the same position held or when not possible, to an equivalent position with the same employment benefits, pay and other terms and conditions of employment as held prior to the leave.

**SECTION B – Temporary Leaves of Absence for Reasons other than Illness**

An employee who anticipates the necessity for taking Temporary Leave of Absence shall make proper application and notify the building principal or supervisor at least twenty four (24) hours before taking the temporary leave. When it is not possible to give twenty four (24) hours advanced notice, the employee will make proper application and notify the building principal or supervisor as early as possible before taking temporary leave. Employees shall be granted the following kinds of Temporary Leaves of Absence with full pay during the school year as noted and the employee shall pay for substitutes as noted. All leaves granted under these provisions will be in units of full or half days.

1. Bereavement Leave

Bereavement leave for death in the immediate family – up to four (4) days bereavement leave will full pay will be granted for each occurrence in the employee's immediate family. In cases where emergency factors or long distances are involved, the employee may request up to two (2) additional days leave to be deducted from emergency leave. Such requests should be sent to the Human Resources Office with a copy to the appropriate administrator. For the purposes of this item, immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, stepfather, stepmother or anyone who is living with or considered part of the family.

2. Personal Leave

Personal leave of four (4) non-accumulated days per year shall be granted each full-time employee.

Employees hired after the beginning of the school year, and those contracted in a part-time position, shall receive a prorated personal leave allowance based on the full-time maximum of twenty-eight (28) hours per year. The employee shall not be required to state a purpose for taking Personal Leave.

The equivalent of one day of unused personal leave (based on the contracted FTE for the current year) may be rolled over to the next year. An employee may accumulate a maximum of five (5) days of personal leave to be used in one school year. Any unused personal leave will be paid as follows on the August paycheck:

Four (4) days = 2.5 days X daily sub rate of pay

Three (3) days = 2.0 days X daily sub rate of pay

Two (2) days = 1 day of pay at the sub rate of pay

Application for cash out of accumulated days shall be submitted to the District Payroll Office by the last workday in June.

3. Parental Leave / Adoption Leave

Two (2) days of leave at full pay and up to ten (10) days of paid sick leave shall be allowed by either parent or both to be utilized for the birth or adoption of a child. In addition, you may use accumulated sick leave. Please contact the Human Resources department to coordinate your scheduled leave.

4. Religious Leave

Employees shall be granted one (1) day of religious leave per year with no loss of pay upon 72 hour notice to the building supervisor.

5. Jury Duty Leave

Upon receipt of a jury summons, the employee will notify the principal or administrator to contact the personnel administrator. The employee should provide the name of the court, the judge's name, and the date of the summons.

In cases where the employee is required to serve, this will be compensated leave and per WAC 357-31-315 the employee is allowed to keep any compensation they receive for serving as a member of a jury.

When an employee serves on jury duty they will record the leave in the Frontline Absence Management system.

6. Subpoena Leave

An employee will be granted a subpoena leave as may be required by the subpoena, and shall be paid regular salary, less any compensation received, excluding transportation.

This shall only apply when the employee is named as a plaintiff, witness, or defendant for events or actions arising out of the exercise of his or her duties for the District or when the employee is subpoenaed as a disinterested witness in a legal matter in which neither the employee, nor the Association, nor any member of the employee's family is a party or has any interest in the outcome. In other situations where the employee is under subpoena, sick/emergency leave or personal leave may be used.

7. Self-Funded Leave of Absence

In anticipation of a leave of absence or sabbatical, which will provide less than 100% salary, an employee may participate in a deferred compensation program, which the District will establish with an acceptable banking institution. An employee may sign up for deferred compensation by designating the percentage of compensation to be

deferred (10-25%), the amount of time over which the deferral will occur (1 year minimum, 5 year maximum), and the academic year or trimesters that the deferred compensation will be paid out to the employee. Deferred compensation, when paid out, will be in addition to any regularly due compensation.

Once an employee elects to participate in a deferred compensation plan, they will not have access to the deferred compensation until the designated pay out time, whether or not a leave is granted.

The deferred compensation will be treated and reported as compensation at the time it is received, not at the time it is deferred. If an employee takes a leave for educational purposes, the time shall, at the employee's option, be reported as retirement service credit.

The employee may maintain group insurance coverage during this leave by participating in the HCA Continuation option.

#### **SECTION C – Military Leave**

Military Leave of Absence shall be granted to employees as required by law. Employees returning from Military Leave of Absence shall notify the Human Resources Office in writing at the earliest possible time in conformity with the provisions of RCW 73.16.033 and 73.16.035. Upon return from leave, the employee shall be placed in the same position. Accumulated benefits shall be retained by the employee on Military Leave.

#### **SECTION D – Attendance at Professional Education Meetings and Conferences**

Attendance at professional education meetings and conferences shall be granted by the District, subject to the following procedures and conditions:

1. Requests for leave to attend out of state meetings and conferences require Board approval and shall be submitted in writing to the Human Resources Office and Superintendent a minimum of ten (10) working days prior to the date of the regular Board meeting which immediately precedes the date the leave is to take effect.
2. All employees shall be provided written notice of opportunities to attend professional education meetings and conferences.
3. The purpose of the leave must be clearly stated in the request with sufficient detail to identify the objectives and expected outcomes from the leave.

4. Expenses of the request shall be described and, if approved, must fall within location budget allocations of the District.
5. Recommendations regarding requests for leave shall be made by the appropriate Cabinet level administrator and referred to the Human Resources Office for processing in adequate time for the Board approval as required. The building principal or appropriate supervisor shall notify employee of the approval or disapproval of the leave.
6. Employees who believe they have not been given equitable access to professional development opportunities or who believe they have been unreasonably denied permission to attend other professional development opportunities instead of planned building or district in-service may appeal to the administrator for elementary or secondary instruction, after first meeting with the immediate supervisor to discuss the matter. The administrator for elementary or secondary instruction will keep a record of such meetings and the results of the meetings, which shall be available to the Association upon request.

#### **SECTION E – General Leave of Absence**

Leaves of absence up to one (1) year without pay will be granted to employees for purposes such as study, travel, teacher exchange programs, public service, childcare, caregiving in the event of layoff, or a combination of these.

Leave will not generally be granted for outside employment, except that leave may be granted for foreign certificated positions, or to positions that the District deems to be of professional growth value to the employee. Employees on leave of absence may substitute for the District or for other school districts as long as the primary purpose of leave is not for the purpose of substitute teaching.

1. All requests for General Leave must be made before March 15 of the year prior to the requested leave and are subject to approval by the Board of Directors, so as to assist in providing assignments by June 1. If March 15 falls on a non-workday, the request must be submitted on the last workday preceding March 15. Later requests will be considered but may not be granted if a certificated replacement cannot be found.
2. Evergreen Public Schools is not obligated to grant everyone a leave of absence who requests it. In the event of a layoff, where the District could avoid layoff of a teacher by granting a Leave of Absence, the District will grant Leave of Absence requests to teach in another school district.
3. Each request for a leave of absence will be judged on its own merits.

4. The employee granted a leave of absence for a one year period must confirm intention to return from leave with the District Human Resources Office by March 15 of the year prior to that school year.
5. Upon return from approved leave, the employee shall be placed in the position last held or in a similar position if such a position is available. If a position is unavailable due to reduction-in-force, the employee shall be placed on the seniority list.
6. Any employee who is returning from a one-year leave shall first be returned to their building and grade level assignment prior to any staffing adjustment that may be required for the ensuing school year.
7. The employee granted a year's leave of absence shall, upon return, be placed on the appropriate step of the salary schedule.
8. Upon request by the employee before March 15 of the leave year, the General Leave of Absence may be renewed for up to one (1) additional year.

#### **SECTION F – Association Release**

1. President Release

In the event that the Association President is unable to fulfill their duties, the District shall return the President to District employment status. Per Association directive, the District shall release the Association Vice President for the remainder of that term.

The Evergreen Education Association shall, upon written request, be granted leaves of absence. Such leaves shall be for a portion of a day or a full day. The Association president will be granted leave of up to four years; however, they will not be guaranteed return to the position last held if the leave extends beyond two years.

The Association shall reimburse the District for released time of the Association officer at the contracted salary and for fringe benefit costs of the officer.

Upon completion of the period of leave for Association officers, the employee shall receive credit for time spent the same as if employed by the District during the leave period. For all other purposes (i.e., sick leave accrual, transfer, layoff), the Association officer who was on leave shall be treated as if they had not gone on the period of Association leave. The Association president shall receive all supplemental compensation afforded members of the bargaining unit, provided that in-service days designated in Article VI Section B would be paid for by the District when:

- a. Notification, in writing to the Superintendent or designee, if intent to attend in-service training scheduled or approved by the District is given at least one week in advance of the in-service activity.
- b. The in-service training is applicable to the president's previous or future work assignments within the District, as designated by the Superintendent or designee.

Extra work days, TRI activities, and personal leave that are taken by the Association president will be the responsibility of the Association, and the Association will reimburse the District upon request for payment. The released time provided must involve an actual replacement of the Association member released, and students must not be added to the class loads of other employees in that person's school.

The request for released time must be made in writing to the Superintendent or designee a minimum of two (2) months prior to the beginning day of the school year or when the released time is to start.

## 2. General Association Release

Released time each school year shall be available for the Association to request leave time for officers and representatives of the Association for Association business including, but not limited to, conferences, consultant work, and preparation for negotiations, subject to the following:

- a. The released days shall be with the Association representative receiving full pay and the Association paying for all costs for the substitute.
- b. Association released days, for the purpose of collective bargaining with the District, which are mutually scheduled to occur jointly during the workday, shall be paid by the District.
- c. The request must be in writing to the principal or supervisor and the Human Resources Office a minimum of four (4) school days in advance, unless this is not feasible, in which case it shall not be less than one (1) day in advance.
- d. The purpose for the leave shall be clearly stated.
- e. The leave shall not be granted if the principal and employee agree that the leave will be detrimental to the educational program or the individual's responsibilities. The Association agrees to make a concerted effort to assure that

leaves are given to a number of members so that a single member is not required to be out of the classroom an inordinate amount of time.

- f. Association leave per year shall not exceed 0.1 percent of the computed total number of days generated by the total number of bargaining unit employees, as of May 1 of the previous year. If this limit appears likely to be exceeded, the president of the Association shall inform the Superintendent in a timely manner.
- g. The District agrees that there shall be no court or PERC challenges to this provision during the term of the Collective Bargaining Agreement.



## **F. ARTICLE VI – BASIC WORK YEAR / EXTRA DAYS / ELEMENTARY CONFERENCES / CALENDAR / EMERGENCY SCHOOL CLOSURE**

### **SECTION A – Basic Work Year**

The work year for bargaining unit employees shall be 180 days plus Learning Improvement Days provided by the state.

### **SECTION B – Extra Days**

The extra days specified below are paid at per diem and are separate from the TRI responsibility contract. If an employee is unable to attend, they shall not receive pay for the day(s). These days are in addition to the 180-day work year; therefore, no leave shall be deducted from the respective employee for a missed day(s). These days shall be applicable to all employees on annual contracts. Employees who are part-time FTE employees (i.e., 0.1-0.9) may work the full day on the extra days allowed and receive full per diem payment for that day. Employees who are hired after the start of the school year will not be eligible for scheduled extra days occurring before their commencement of service on an annual contract. The performance of extra days will be in accordance with RCW 28A.400.200 (4) and pursuant to supplemental contracts issued thereunder.

### **ADDITIONAL WORKDAYS**

In order for an employee to be paid for an additional workday, the employee must attend.

These days are in addition to the 180 school days and will be scheduled within five (5) days prior to the start of the school year and the designated day in October.

- Equivalent of two (2) workdays will be District and/or building-scheduled for purposes of training and application of learning.
- Equivalent of one (1) workday is employee-scheduled.
- One (1) workday is for purpose of preparing for the school year. The first two hours may be administratively scheduled.
- One (1) workday will be District and/or building directed in October.

2021-2022 Equivalent of one-half (1/2) workday will be District-scheduled for equity and inclusion training.

2022-2023 Equivalent of one (1) workday will be District-scheduled for equity and inclusion training.

## **SECTION C – Time Responsibility Incentive (TRI) Responsibilities**

### **1. Concept**

Educators as professionals are engaged in work that is varied in character involving consistent exercise of discretion and independent judgment in its performance. The primary intent of TRI is to improve the quality of educational services available for students through the performance of compensated additional responsibilities provided by certificated staff. These TRI responsibilities will go beyond those levels possible within the basic education programs as funded by the state legislature. The legislature's enactment of RCW 28A.400.200 authorizes the District to participate in supplemental contract payments of salaries and benefits to employees who meet certain specific provisions:

- a. The payment is not for services included in the mandatory daily average hours of instruction offered students within the 180 day school year as is required and funded by the Basic Education Act (RCW 28A.150.220), or within any state funded in-service or Learning Improvement Days.
- b. The supplemental contracts will normally be for one year and not subject to the continuing contract provisions (RCW 28A.405.240).

### **2. Compensation**

Each full-time employee will be compensated at 8.8% of the individual's base salary for TRI responsibilities. An employee working less than full-time or less than a full school year will be provided pro-rated compensation based on the percentage of FTE and/or percentage of the school year worked.

If an employee's FTE is adjusted during the school year, the employee will receive a corresponding increase or decrease in employee's TRI pay. Employees who go into unpaid leave status during the school year shall have their regular salary and TRI payments pro-rated accordingly. If an employee is on leave for over 60 days, the portion of TRI unavailable to the employee on leave will be made available to the long-term substitute commencing on the 61st day.

### **3. Location**

TRI responsibilities may be carried out "onsite" or "offsite" as is reasonably appropriate.

### **4. Responsibilities**

Employees will fulfill additional responsibilities beyond those performed during the basic education work year and workday. Such responsibilities shall be completed at the professional judgment of the employee.

- Parent conferencing
- Planning with other employees in areas of instruction and curriculum
- Curriculum development
- Preparation prior to the opening of the school year
- Assessment / grading and preparation for the new term
- Special Education due process paperwork and meetings
- Work associated with your evaluation
- Annual online safe schools training (not to exceed 2 hours)

5. Payment

1. Employees on Paid Leave

- a. If an employee utilizes up to 60 days of paid leave throughout the school year they shall receive TRI pay relative to their annualized FTE.
- b. If an employee is out using paid leave for longer than twenty (20) days, but no more than sixty (60) days, they will need to submit a TRI log (to include all hours for the school year) chronicling their completed TRI hours to be submitted to payroll.
- c. If an employee returns after sixty (60) days a TRI contract will be re-issued at a prorated amount equal to their prorated FTE. They will need to submit a TRI log (to include pro-rated hours for the school year) chronicling their completed TRI hours to be submitted to Certificated Human Resources.
- d. If an employee is out for sixty-one (61) to one hundred and eighty (180) days they will not receive TRI pay for these days on paid leave.
- e. If an employee notifies the District of their intent to be out on paid leave for an entire school year, they will not be eligible to receive TRI pay. The one-year, non-continuing employee or Long-term substitute who is hired to replace said employee shall receive the TRI pay for the year, relative to the FTE assignment.

2. Compensation will be paid in 11 equal monthly installments beginning with the October payroll. An employee working less than full-time or less than a full school year, will have their compensation adjusted proportionally, based on percentage of FTE and/or percentage of the school year worked. If employee fails to perform all or any part of the extended day responsibilities required hereunder, any overpayment of additional compensation shall be withheld from subsequent paychecks.

3. Employees on Unpaid Leave

- a. If an employee is out on unpaid leave, they is not eligible to receive TRI pay during the unpaid leave.
- b. An employee who is out on unpaid leave and later returns to work shall receive TRI pay prorated to their annualized FTE.

### **SECTION D – Professional Development Funding Pool for Providing Substitutes**

The District shall provide a pool of \$27,675, adjusted annually for Seattle CPI, for the purpose of providing substitutes for individually selected, scheduled, and approved professional development offerings. Application for usage of such days shall be administered by the District, and must be used for attendance at professional development opportunities related to the individuals' major area of certification. Usage of such days is based on first requested, first approved requests until all pool dollars are exhausted. Individuals may request up to two (2) days per contracted year.

Please follow the process outlined below:

- Send an email to [eeaprofdevel@evergreenps.org](mailto:eeaprofdevel@evergreenps.org)
- Indicate the Title of the Professional Development
- Indicate the Date(s) identified for the Professional Development (will not be granted to extend a national holiday or winter / spring break)"

### **SECTION E – Calendar**

#### **1. K-8 CONFERENCES**

Employees shall receive three non-student attendance half days in November and two non-student attendance half days in February. Teachers will meet with parents of new students in danger of failing in February.

#### **2. SECOND GRADE TESTING**

Second grade teachers will be given one day of substitute time to complete reading tests in the fall.

#### **3. SECONDARY GRADING**

At the end of the first semester a teacher non-attendance day will be inserted into the calendar. At the secondary level, in June, grades will be due the second business day after the last student day.

#### **4. K-8 END OF TRIMESTER GRADING**

At the end of each Trimester there shall be an early release day inserted into the calendar for the purpose of preparing grades.

### **SECTION F – Emergency School Closure**

The District will make a reasonable effort to notify employees as early as possible when schools will be closed or the opening of school will be delayed. Should delayed starts be later changed to closure and employees arrive on site, employees shall receive a minimum of one hour per diem.

When schools are closed early due to inclement weather, employees in the bargaining unit shall be permitted to leave immediately after all students are dismissed. Following cancellation notification, if employees are required by administration to remain on site to supervise students, they will be paid at per diem. In the event that the District administration decides to delay the opening of school due to inclement weather, employees shall report thirty (30) minutes before the students arrive.

## **G. ARTICLE VII – ADDITIONAL PROVISIONS**

### **SECTION A – Teacher Duties**

#### **1. Professional**

Necessary non-teaching work assignments such as record keeping shall be kept to a minimum and no work beyond the regular workday shall be assigned unless that work directly relates to the assignment. Elementary certificated staff will not be required to serve morning or afternoon recess duty. Work assigned beyond the workday shall be limited to meetings that directly relate to the employee's instructional duties.

Certificated staff shall not be asked to serve on more than one building committee. This agreement, however, shall not preclude any employee from volunteering to participate in other school activities beyond the work day.

Committee work/meetings shall occur as much as possible, before or after school. Employees shall not be required to attend committee work/meeting in excess of one-half (1/2) hour a month outside the contract day. If the committee work/meeting extends one-half (1/2) hour, employees shall submit a Form A to be paid for the additional work time at the professional rate, if pre-approved.

Elementary library, physical education and music begin the first student day. Library, elementary physical education and music meet with classes through the 179th student day.

Employees who are, as a part of their job description, requested or required and approved by the building administrator or designee to drive students to activities and/or events shall be relieved of all personal liability, subject to Article III, Section G, paragraph 1, in connection with such an activity and shall be compensated at the current Internal Revenue Service mileage scale as of the time mileage is accrued if the employee's personal vehicle is used.

Generally, members of the bargaining unit shall not be asked to provide administrative coverage when the principal is out of the building, utilizing leave, or on extended leave.

#### **2. Non-Professional**

Employees shall not be required, but may voluntarily perform non-professional assignments.

Employees who are approved by the building administrator or designee to perform non-professional assignments shall be relieved of all personal liability, subject to Article III, Section G, Paragraph 1, in connection with such an assignment, and shall be compensated at the current Internal Revenue Service mileage scale as of September 1, of the current school year if the employee's personal vehicle is used.

**SECTION B – Student Teachers and Interns**

Employees are under no legal obligations to the District or to a college/university to accept the presence of a student teacher/intern or a September experience student. If the employee does accept this responsibility, it is done on a voluntary basis.

The college/university and the District shall not assign a student teacher/intern or a September experience student to an employee without first contacting that employee and reaching agreement.

In the event that the employee feels the situation has become untenable, they shall have the right to discontinue immediately the use of the student teacher/intern without consent of either the District or the college/university. Such discontinuance shall require a consultation at the earliest possible time between the employee, the District, and the college/university representative. The employee shall provide an explanation to the building principal, the college/university supervisor, and the student teacher/intern involved, but shall have final determination, without coercion, as to whether the student teacher/intern is to be reinstated.

In no case shall a newly employed (first year) employee be requested to accept a student teacher/intern or a September experience student.

The District shall not participate in compensation of employees who accept student teachers/interns, as this is the responsibility of the college or university. If state compensation becomes available for supervising student teachers/interns, the parties will meet to bargain within a reasonable time.

**SECTION C – Residual Rights**

All employees covered under this Agreement who participate in a District program for the production of tapes, publications, or other educational materials for the District shall be compensated at District expense. All materials produced shall remain in the public domain, unless waiver agreements are reached.

Employees who produce or write professional education materials on their own time without compensation or use of District equipment or materials retain the rights to copyright any such materials.

## H. ARTICLE VIII – INSTRUCTION SUPPORTIVE LEARNING ENVIRONMENT

We will provide, promise and nurture a supportive learning environment that enhances our focus of learning and teaching. Teachers are given collaborative time. Employees, students and parents are offered a forum to provide feedback; staff are recognized for their successes, and supported for their efforts.

### SECTION A – School Opening Staff Orientation

If there is any orientation of new employees, there shall be adequate opportunity for participation by Association representatives.

Class size and overload remedies for schools K-12 shall be as follows:

Grade Level	Class Size	Maximum Class Size	Overload
Kindergarten	23	26	\$5 stipend, per student, per day, above the class size, or 2 hours staff assistant at 24, 5 hours each for 25 and 26 student  Staff will have three days to respond with their choice; after that, it will default to the stipend
1-3	23	26	\$5 stipend, per student, per day, above the class size, no staff assistant option
4-5	25	28	\$5 stipend, per student, per day, above the class size, no staff assistant option
All Elementary Split Classes	21	23	\$5 stipend, per student, per day, above the class size
Middle School	6 <sup>th</sup> Grade 26	6 <sup>th</sup> Grade 29	\$5 stipend, per student, per day, above the daily load of 140
	7 <sup>th</sup> -8 <sup>th</sup> Grade 28	7 <sup>th</sup> -8 <sup>th</sup> Grade 31	\$5 stipend, per student, per day, above the daily load of 140
	Mixed Grade 28	Mixed Grade 31	\$5 stipend, per student, per day, above the daily load of 140
	PE 31	PE 33	160 PE \$5 stipend, per student, per day, above the daily load
High School	30	33 Daily load 150	\$5 stipend, per student, per day, over the daily load of 150
High School PE	34	35 Daily load 170	\$5 stipend, per student, per day, over the daily load of 170



The District shall utilize all designated dollars allocated by the state legislature for the purpose of reducing class sizes consistent with state funding rules.

Overload will be paid based on the number of students assigned to a teacher on the class list.

The District shall run a monthly student count to assess the classroom overload. Overload pay is figured monthly on the first working day of the month, October through May, and is paid on the February and June checks. In the event a kindergarten elementary certificated employee selects the staff assistant option for overload the teacher shall receive the daily overload pay until the staff assistant's first (1st) workday.

If an elementary specialist section contains students in excess of the maximum class size limits, the school will provide additional supports as necessary to ensure all students have the necessary equipment to access the instruction and that adequate supervision is provided in the classroom.

If a class is co-taught by a general education and special education teacher, the general education teacher will be entitled to overload pay on the same basis as if the teacher were teaching alone. Class size maximums for general education/special education co-taught classes are the same as if the class had only one general education teacher.

1. Elementary Schools

At an elementary site, within a grade level, when all classes have reached the maximum for five consecutive days in September and October, the District will create a new section provided space is available. If no space is available and/or from November on, how to best distribute the staff shall be decided mutually between the teacher(s) and the administrator(s) and submitted to the District and Association for review.

The staffing goal for student/teacher ratio shall be established at 24:1 in each of the elementary schools of the District. In determining the student/teacher ratio, the following teachers and specialists will be excluded: K-5 elementary physical education specialists, K-5 music specialists, Counselors/Social Workers, and K-5 Teacher Librarians.

2. Elementary Music and Physical Education

- a. Building Specialists shall work 40 sections in their assigned areas. Any specialist assigned less than 40 sections shall be assigned duties by the principal equal to the 40 sections.

- b. Itinerant Elementary Specialists shall be assigned 42 section in their assigned areas. Any assignment less than 42 sections will be assigned duties equal to the

42 sections by the appropriate supervisor. Travel will equal  $\frac{1}{42^{\text{nd}}}$  of the assigned duties.

- c. Elementary Specialists shall be assigned no more than 4 consecutive sections. In the rare event of facility limitations, Elementary Specialists may be assigned 5 consecutive sections. If an Elementary Specialist is assigned 5 consecutive sections without a break (a break constitutes a scheduled 15 consecutive minutes) in any trimester they will receive a supplemental contract equal to one day's substitute cost for that particular trimester. A maximum of one day substitute cost per trimester shall be paid. No more than nine (9) thirty (30) minute sections per employee, per day, shall be scheduled.
- d. Each Building Specialist shall have duties assigned by the principal to facilitate the needs of the building equal to one additional hour per week. The coordination of this assignment is intended to be collaborative with the building principal and the specialist. Those duties may include but are not limited to:
  - Community building activities
  - Meet with students for inventions
  - Extended learning opportunities for students
  - Student supervision before and after school (bus duty)
  - Building-wide activities
- e. In the event that an Elementary School is at 42 sections, a Building Specialist may be assigned an additional section for the entire year to preclude the need for an itinerant to travel to the building. A building specialist shall be paid  $\frac{1}{40^{\text{th}}}$  (.025 per section) for any sections assigned above 40 as a supplemental contract. Any less than a full year will be pro-rated.
- f. For those individuals who assume a supplemental contract for additional sections per above, any additional sections do not preclude the responsibility of working the additional hour of student contact time as this is a supplemental contract.
- g. In the event that an Itinerant Elementary Specialist accepts an additional section for the entire year they shall receive  $\frac{1}{42^{\text{nd}}}$  (.02381) supplemental contract. Any less than a full year will be pro-rated.
- h. The Senior Director of Elementary Education, the Specialist K-12 Performing Arts and PE, and the PE Curriculum Specialist shall annually work with the building

principals to review building scheduling practices, with a goal to incorporate the following:

- i. Building specialists should work with the intermediate grades in the designated facilities.
- ii. Students should have the same instructor throughout the week when possible.
- iii. Fifth grade PE sections should be scheduled in the full gym.

These are good practices and when possible should be used as long as they do not increase the need for FTE. EPS and EEA recognize that different building designs and facilities may not allow for these practices.

In the event that the early release Wednesdays are no longer used, this section may be reopened at the request of either the Association or the District, with the understanding that the number of sections shall revert to 42 unless otherwise agreed.

### 3. Teacher Librarians

Beginning the 2022-2023 school year (contingent upon the passing of a levy for this purpose) the media-paraprofessional support will be restored consistent with 2018-2019 staffing levels and elementary teacher librarians shall be assigned eighteen (18) forty-five minute sections.

The Teacher Librarian will continue to manage the library budget.

Elementary Teacher Librarians shall be assigned, at each elementary school, up to 26 thirty (30) minute sections in a normal week. When the load reaches 27 sections per week, an itinerant Teacher Librarian will be assigned to the building.

Staffing for Teacher Librarians shall remain minimally at the District's 2015-2016 staffing level for the duration of the 2016-2019 agreement. This agreement shall not be construed to grant these positions priority over other certificated staff in the event of a financial condition triggering the provisions of *Article XI - Employee Staff Reduction and Recall*.

For those who travel one 30-minute class will be scheduled to accommodate travel to each site and counts as a section.

### 4. Elementary Academic Interventionist

Interventionists are generated through LAP/Title resources. Interventionists monitor and provide the delivery of supplemental reading and math services to students identified as eligible for LAP/Title.

Existing benchmark data which identifies students performing below grade level shall be used to determine the need for beginning of the year assessments in accordance with grant funding requirements.

Intervention specialists shall be assigned no more than the equivalent of forty-two (42) instructional group sections in a normal work week.

Interventionists shall work with building administrators to create a manageable daily/weekly schedule and student load, which includes identified student instructional blocks for working with students, lunch, breaks, and planning time.

5. Secondary

In the event that a secondary teacher's classroom maximum is exceeded due to scheduling conflicts, singleton classes, specific student needs, or other unavoidable issues, the parties agree to a remedy to recognize the increased workload associated with exceeding the classroom maximum. This remedy is meant to facilitate needs created by issues that cannot be resolved in other ways and recognizing that some midterm changes are not desirable to either party and/or are not feasible. If possible, student classes will be changed to equalize class loads to prevent a teacher having students beyond the maximum.

- a. If a specific class exceeds the maximum on count day in October through May, the teacher will receive \$5 per student, per day.
- b. Certain classes do not count toward the maximum as it is not in the best interest of the program for the district to restrict the enrollment. Such classes are ASB/ASB Leadership, Drama, Music, specialty PE classes (Dance, Sports Dev., etc.) and others as determined by mutual consent of EEA and EPS.
- c. In the event that the District chooses to move students and the teacher requests that the students are not moved the classroom maximum stipend or overload will not be paid.
- d. The following classes are exempt from the maximum:
  - i. Some specialty classes are mutually agreed between the Association and the District (Student store, floral, etc.), where a staff assistant has been assigned for the purpose of managing the large class size.
  - ii. Classes that are team taught/combined for the purpose of making the education experience better, where the teachers agreed to the arrangement (Body wise, green construction, etc.).
  - ii. Classes where teachers receive additional stipends for the large class sizes.

- e. The following do not count toward a class maximum – TAs, Ed Support, Office Procedures, Peer Tutoring, Independent Student, etc.
  - f. In the event that a teacher is over the classroom maximum and over the daily load, the teacher will receive the greater of the two not both. Example: 1 over in daily load and one class exceeds the classroom maximum by 2, the teacher would receive the amount for 2 students. Example: 5 over in daily load and one class exceeds the classroom maximum by 1, the teacher would receive the amount for 5 students.
  - g. Henrietta Lacks Health and Bioscience HS Loads  
In recognition that teachers and students will require a more flexible schedule to better meet the needs of teachers and students at Henrietta Lacks Health and Bioscience HS, the following workload adjustments will be used:
    - Teachers will have an advocacy class two days per week with a student load target of 20 students not to exceed 25. To help assure the total number of students does not exceed the contracted load, every effort shall be made to assign advocacy students from the teacher’s regular classes.
    - Total student contacts per week, including Advocacy, will not exceed 164.
    - If a teacher’s regular curricular student load is over contracted limit, current contract language applies.
    - If the addition of advocacy student contacts puts the student load over the contracted limit for an average Oct – Jan the teacher will receive a \$500.00 stipend paid in June. (This is not \$500.00 per student.)
    - Before and after school meetings will be flexible to compensate for days with morning planning.
    - Teacher will have the equivalent minutes of five general class periods per week for planning, spread out over four out of five days.
6. English Language Learners  
Secondary English Language Learner classrooms shall be provided one hour of aide time for each student in excess of 25.
7. Dual Language Immersion  
Elementary dual immersion teacher shall receive an annual stipend of \$500, increased annually by the Seattle CPI for the additional work of teaching a second language.

8. Secondary Music and Physical Education

The maximum student/class load in Article VIII shall not apply to music employees per below.

a. **Vocal**

- Advanced Choir 65 students per class
- Intermediate Choir 45 students per class

b. **Instrumental**

- Advanced Band / Orchestra\* 75 students per class
- Intermediate Band / Orchestra\* 65 students per class

Music certificated staff may submit a request to the District for purchase of a set of District approved professional ear plugs to be utilized in their teaching and concert duties.

\*Where class sizes are limited by the physical space based upon room assignment, the practical class maximum may be lower.

The maximum student load for a music teacher shall not exceed the sum total of the individual maximums for each of the teacher's class.

The maximum number of students in a team taught class shall be 50 per teacher, with the exception of Advanced Band classes. Advanced Band classes shall have no maximum number of students when team taught, providing students meet proficiency requirements appropriate to the group.

If a teacher is assigned to teach one or more classes outside of music, the class loads for the classes outside of music will be pro-rated, adhering to the limits set forth in the Collective Bargaining Agreement.

c. **Physical Education**

High School 35 students' maximum per class

170 students (maximum student load)

Middle School 33 students' maximum per class

160 student (maximum student load)

For High School PE only, a teacher may choose to take up to 42 students in a class, with no overload pay. This is to accommodate teacher requests. For example, a teacher with a Sports Development class may wish to include more than 35 students in order to have an entire team in one class. PE teachers will not be assigned a student over the cap without compensation unless the teacher has first made that request

When a PE teacher exceeds the class sizes set forth above, they will be paid overload on the same basis as classroom teachers. PE teachers will also be paid overload pay if any individual class is over the maximum class size set forth above

9. Nurses

The District shall maintain a nurse caseload of no more than 1,550 students per each 1.0 FTE nurse.

Annually, during an August in-service day, nurses shall meet District-wide along with Health Services Manager in an attempt to balance workload across the district, reflecting the severity of the student health needs.

Pre-school students shall count as 1.0 head count students. All students shall count as 1.0 head count.

Annually a pool equivalent to 10 supplemental contract days per 1.0 FTE shall be made available for school nurses in order to develop Individual Health Plans for students with life-threatening illnesses in accordance with WAC 392-172A-03090. Each nurse may access this pool, based on the individual nurse's caseload, as agreed upon with the Health Services Manager.

Each nurse shall be provided with a confidential space to meet with students.

Nurses shall not be required to perform supervisory duties, including, but not limited to: bus duty, serve as a door/hallway monitor, serve as a breakfast lunchroom monitor, or as an attendance clerk.

10. Elementary Counselor/Social Worker, Secondary Counselor, Intervention Specialists Staffing for Counselors, Elementary Counselor/Social Workers, and Intervention and Career Specialists shall remain minimally staffed at the Districts' 2019-2020 staff level for the duration of the agreement (excluding categorically funded positions). This agreement shall not be construed to grant these positions priority over other certificated staff in the event of a financial condition triggering the provisions of Article XI - Employee Staff Reduction and Recall.

The District shall minimally employ a 1.0 FTE Elementary Counselor/Social Worker at each Elementary School.

For 2020-21 the District shall allocate .5 additional FTE to support student social/emotional/behavioral needs and safety at Elementary and Middle schools that exceed a 60%+ F&R rate or a ratio over 600 students to 1 staff. This may include but is not limited to Counselors, Social Workers, Behavioral Analysts, Psychologists, Teachers on Special Assignment, or a Dean. (Note: Intent of this language is to capture the positions previously added.)

Beginning in 2021-2022 the District shall hire an additional .5 FTE Elementary Counselor, Social Worker, Behavioral Analyst or Psychologists for each elementary schools that exceed a 60%+ F&R rate (based on October 1 count) or a ratio over 600 students.

Beginning in 2022-2023, the District shall hire an additional 1.0 FTE Middle School Counselor, Social Worker, Behavioral Analysts or Psychologists for any middle school that exceeds 60%+ F&R rate (based on October 1 count).

Beginning in 2022-2023, contingent upon the passing of a levy for this purpose, the District shall hire an additional .5 FTE Elementary Counselor, Social Worker, Behavioral Analysts or Psychologists for each elementary school. This FTE is only an addition to the schools who did not receive additional staffing in the 2021-2022 school year.

#### **SECTION B – Employee Load**

Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, or other classes outside their teaching certificates, their major/minor field of study and/or qualifications in specialty areas. General education split grades assignments shall not be given to an employee with less than three (3) years of experience or commensurate training, unless there are no employees within the building who meet the experience or commensurate training criteria. The employee also has the option of refusing the assignment. In the event that all qualified employees in the building refuse the assignment, the principal then has the right to assign an employee to the split grade position.

A preparation is defined as a curriculum description/course number. The District shall not require more than three preparations be given to a Grades 6-12 secondary employee, including certificated special education employees who co-teach, during any term. The preparations shall be no more than two (2) subject fields, unless agreed to by the employee.

Acceptance or refusal of such a request shall not be grounds for any action by the District with regard to assignment evaluation, transfer, advancement, working conditions, and/or employment recommendations. Acceptance or rejection of such a request shall not result in any action by the Association.



Reasonable efforts within the physical structure of each building shall be made to insure that no employee shall be assigned to more than three (3) teaching stations. If the employee is assigned to three (3) teaching stations, it shall be in the same section of the building.

Each employee teaching station shall include adequate space, a teacher's desk with a networked computer workstation, a file cabinet, and appropriate technological tools to fulfill the District's expectations to implement current instructional practices.

In each building, employees, including itinerant staff, will be provided an appropriate teaching and workstation. This will include the use of a teacher desk, student desks as needed, ready access to a confidential networked computer workstation, adequate file cabinet space, and appropriate supplies. A secure telephone will be readily available to provide privacy necessary for discussions of a confidential nature. Counselors, intervention specialists, social workers, and nurses shall be provided with or have access to a confidential workspace with a door that may be closed.

Each classroom, including gymnasiums, shall have access to immediate two way communication with the school office.

Each teacher shall make adequate daily and long-term preparations including adequate plans available for substitutes. Administrators shall not collect, inspect, or require posting in classrooms of daily or weekly lesson plans unless the employee has planning performance deficiencies as identified through the evaluation process.

The Arts, Health/PE, and Social Studies are recognized by the state and the District as core subjects. Teachers of those subjects Pre K-12 shall be provided the equivalent resources of daily instructional time, curriculum training, daily planning time, and collegial discourse as provided other core subjects at their perspective level, elementary, middle school, high school.

### **SECTION C – Balance / Support in Classrooms**

The District shall make every effort to evenly distribute students with special needs equitably across grade level and class sections. A procedure will be established that when a student is placed in a classroom, the teacher shall be provided access to any IEP, 504, behavior plan, safety plan and/or WELPA Score for the respective student.

The District will consider the following factors when equitably scheduling students:

- Risk Roster score
- IEP goals
- 504 plans
- ELL needs
- Behavior needs
- Social / Emotional behaviors

The District shall not unduly, routinely schedule cluster-based classroom sections with select certificated employees. Every effort shall be made to rotate scheduling of cluster-based classrooms throughout grade level teams, content areas and departments.

1. Support for Students in General Education Classrooms

If at the completion of class scheduling, or thereafter, the number of students with IEPs assigned to a general education classroom is 1/5th or more of the “class size” column set forth in Article III Section B Subsection 1b of the Agreement, a review of the needs of the students in the classroom will be conducted, upon the impacted employee(s)’ request. Within five (5) contract days of such request made to the building administrator, the impacted employee(s) shall meet with the building administrator and/or Special Services to remedy the load. Such review will be based on the individual and classroom needs of students. Agreed upon additional support shall include timely implementation of one or more of the following remedies:

- Identification of additional curricular resources and/or training to be provided to the employee
- Differentiated materials and resources
- Allocation of additional staff assistant time to the classroom
- The establishment of a co-teaching arrangement with another certificated staff member
- Adjustment of class lists and /or schedules
- Other remedies as may be mutually agreed between the employee and the building principal
- In the event the impact to the classroom is not mutually remedied, the matter shall be promptly forwarded to Special Education Labor Management for an Association and District remedy

2. Training

Training on differentiation and modification of instruction shall be made available to all general education teachers. Such training shall be offered during professional development days or at other mutually agreed times.

The District shall staff a re-engagement room by an employee who is trained in restorative practices at each middle and high school.

**SECTION D – Planning Time**

Changes to the schedule shall be collaboratively established, and shall maintain the respective contract provisions.

The District shall allocate 5 hours per special education Paraeducator to be utilized for collaboration with paraprofessionals and their assigned certificated special education teacher.

1. Co-Teaching (Special Education/General Education)

Release time to plan with your co-teacher will be provided as follows: twenty (20) hours each. Substitutes will be provided in four hour increments scheduled at the discretion of the employees. We recognize we will release both special education and general education staff. Every effort will be made to provide common planning periods to improve collaboration with general education teachers around commonly shared students.

2. Special Education Staff Planning Time Due to On-Going Overload or Student Need

Specific special education staff (SLP, OT, PT or teachers in an ALC, LSC, DSC, SCIP, DHH, or SLC) shall attempt to schedule bargained planning time. When planning time cannot be scheduled, staff shall meet with building administration to create a schedule that includes the bargained planning time. For intermittent planning time loss, staff may claim missed planning time using a Form A. If bargained planning time cannot be arranged on an ongoing basis through discussion with building administration, contact special services to discuss options and/or arrange a supplemental contract.

3. Secondary

Each full time classroom teacher on the secondary level shall receive one (1) general class period during each student day for the purpose of employee directed planning, holding conferences, and carrying out duties normally associated with their teaching assignments

4. Elementary

Each full time classroom teacher, including all Special Education teachers, teaching grades Preschool - 5 shall receive a minimum of 150 minutes preparation time per normal week to come from within the typical student day for the purpose of employee directed planning, holding conferences, and carrying out duties normally associated with their teaching assignments. Employees shall receive an additional 90 minutes per week provided by the early release Wednesdays per the Letter of Agreement regarding the early release schedule. All employees, including all special education teachers, teaching preschool (Early Childhood Center) through grade 5 shall receive a minimum of 240 minutes planning time per week within the normal workday excluding before and after school contract time.

Elementary specialists (PE & Music) and ESA, including all itinerant staff shall receive a minimum of 240 minutes of planning time per week, exclusive of any travel time between sites where classes meet, break time, set-up/take down time (for itinerants), or before and after school contract time.

Beginning in the 2022-2023 school year (contingent upon passing of a ley specific for this purpose), the Early Release/Planning Time/Collaboration Wednesday model will be restructured. All elementary certificated staff will receive a minimum of 240 minutes of preparation time in a normal work week during the typical student day, exclusive of any travel time between sites where classes meet, break time, set-up/take down time (for itinerant) and meeting time before and/or after school.

**SECTION E – Missed Planning Time / Coverage for Unfilled Positions**

Employees shall not be required to teach or "cover" classes during their planning time, unless there is a legitimate emergency student need in a classroom due to the lack of substitute availability.

An employee shall receive \$38.75, adjusted annually to the Seattle CPI from the state, for missed planning. An elementary specialist, as listed below, required to “cover” a classroom due to a lack of substitute shall instead receive \$110.70 (adjusted annually to the Seattle CPI from the state) in recognition of lost planning and instructional impact, in addition to their regular pay.

In an elementary building, that has three or more certificated staffed classrooms remaining in a grade level, the building shall divide students equally among these classrooms to assume teaching responsibilities for a classroom lacking a substitute. Impacted employees shall receive the substitute pay (divided in a pro rata share) in addition to their regular pay, to be submitted to Payroll on a Form A.

For grade levels without three or more certificated staffed classrooms remaining, an equitable rotation will be followed to provide coverage for classrooms lacking substitutes at the elementary level. This rotation shall include the following employees (listed in alphabetical order):

- Associate Principal (where available)
- Instructional Coach
- Teacher Librarian
- Music Teacher
- PE Teacher

It is understood that any of the above employees may be skipped in the rotation if they have a pre-scheduled evaluation meeting, observation, or other legally required meeting.

No certificated employee shall be asked to substitute during their 30-minute duty-free lunch.

## **SECTION F – Classroom Visits**

### **1. Non-District Employees**

To provide non-district employees the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- a. Non-district employees interested in visiting the classroom must submit a request 24 hours prior to the proposed visitation.
- b. Non-district employees may visit classrooms by mutual agreement of the principal and employee after consultation regarding the appropriateness of the visit.
- c. An employee shall have the opportunity to confer with a classroom visitor before and/or after the visit, at the employee's option.

### **2. District Employee(s) Walk Through**

District Employee(s) walk-throughs are non-evaluative, and may only be used for general staff development and coaching data collection. To avoid disruption to the instructional process, walk-throughs consisting of four (4) or more people shall be conducted with permission of the employee.

## **SECTION G – Professional Development**

The District will provide 30 annual professional development clock hours for employees, without payment of a class registration fee.

The District shall pay all fees and/or administrative costs associated with recording clock hours for employees with the Educational Service District 112. Substitutes, per the ESD 112 agreement, are required to pay clock hour processing fees directly to ESD 112.

Any fees for clock hours, provided by organizations other than the Evergreen Public Schools and/or ESD 112, shall be at the expense of the employee.

The District and the Association shall establish a professional development committee which shall meet quarterly throughout the academic year to:

- a. Identify diverse professional development needs and offerings for employees.
- b. Recommend a District offered menu of professional development opportunities.
- c. Identify and publicize professional development opportunities.
- d. Survey employees, as necessary, to discern individual, grade level, subject, and program related professional development needs.
- e. Regularly engage employees in the evaluation of professional development opportunities.

The committee shall consist of four (4) Association appointed representatives, including at least one (1) elementary teacher, one (1) secondary teacher, one (1) specialist, one (1) Special Services representative, and four (4) members selected by the District. District release time shall be provided for the meetings.

#### **SECTION H – Student Discipline**

It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students who attend the District's schools. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status.

A teacher may exclude from the teacher's classroom or activity area any student who creates a disruption of the educational process or is in violation of the building disciplinary standards while under the teacher's immediate supervision. Except in emergency circumstances, the teacher must attempt one or more alternative forms of corrective action. (RCW 28A.600.020). See Appendix K for full text of RCW 28A.600.020 and WAC 392-400-330.

Following an exclusion, and prior to the student returning to class, the administrator shall privately confer with the classroom teacher and provide information to the teacher regarding corrective action and expectation.

In the event a classroom teacher excludes or writes a referral for a student, they shall be responsible for notifying the student's guardian.

In a timely manner, following an employee's referral, the administration shall inform the referring employee of any actions taken to correct a student's related behavior.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. Further, it shall be understood that the authority of employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations. The District agrees to indemnify and hold harmless employees for action taken under terms of this section.

#### **SECTION I – Safety**

Each site will provide to employees information on a need-to-know basis pertinent to students' safety and discipline as allowed by law.

### **SECTION J – Building Budget Review Committee**

The Budget Committee shall establish priorities and allocations within the building budget for purchasing instructional supplies, materials, and equipment in accordance with the instructional program criteria and District goals. Instructional program priority criteria shall be provided to the Building Budget Committees through the principal. Categorical funds which have allocations prescribed by law are excluded from these provisions.

A Budget Review Committee shall be established in each school building and shall meet minimally three (3) times per school year, in September, January, and April. Membership shall be for a school year. The committee shall consist of the principal or administrator, an Association building representative, a specialist, and a representative body of staff members selected by their colleagues as their representatives. Grade levels and/or disciplines are responsible for assuring their representation on this committee. The administrator or designee shall chair the meetings. The administrator shall have the primary responsibility for the administration of the building budget. The committee shall establish a process and timeline for employees to submit, in writing, their needs by March 15 for supplies, materials, and equipment for the following year. At the Cascadia Technical Academy each individual program and staff member will have the opportunity to propose a budget for supplies and instructional materials each year; that budget will be reviewed by an Advisory Committee and the Cascadia Technical Academy Director, prior to review and a final decision made by the Administrative Council.

A monthly financial statement accounting for each school building shall be distributed electronically to the principal. The principal is responsible for disseminating this information to the entire staff. The financial statement shall provide expenses to date, identified by category and remaining balance(s). The term "school building" is defined as any building in which instruction and/or special education assessment takes place.

After the Committee has prioritized and allocated the needs in accordance with instructional program criteria and District goals, the principal shall forward these requests intact to the Superintendent or designee.

If for any reason the Superintendent or designee should modify priorities and/or allocation requests, the Superintendent or a designee shall consult with the Building Budget Committee and review the modification.

In allocating building budgets, the District shall minimally allocate \$5/FTE/student enrolled for library materials to be utilized at the discretion of the Teacher Librarian. The total amount to be allocated toward library materials above this amount will be determined through the building budget committee process.

To the greatest extent possible, this committee shall be held during the contracted workday.

### **SECTION K – Assessment**

The Association and District recognize a joint interest in ensuring students are assessed appropriately and in a manner consistent with best teaching practices. The District agrees to meet with the Association at least once a year upon request to review the status of assessments in the District and to discuss whether there may be ways to mitigate the number of assessments or otherwise address any concerns of the Association related to assessment. Such meeting may occur during a regular labor-management meeting.

The District shall annually post on their website the state and District mandated assessments and dates.

An essential function of teaching is formative and summative assessment. Assessments that arise from classroom teaching and collaboration are a part of the normal scope of this work. If a building administrator requests creation of a new assessment and/or utilization and implementation of an existing assessment beyond those required by the state, employees will be provided a reasonable amount of time during the regular workday. (E.g. building-directed time or staff meeting) or other per Diem paid time designated for scoring and/or creating of the assessment and entering of data (if necessary). Additional pay for such time must be pre-authorized and recorded on a Form A. This provision does not in any way restrict the use of assessments that arise organically in the classroom and are used to evaluate students to inform instruction.

### **SECTION L – WA KIDS**

The District shall provide as-needed training for all kindergarten teachers who provide WA-KIDS training. Each kindergarten teacher shall receive three (3) release days, with a substitute provided to allow the regular teacher time for test administration and data entry, or at the teacher option, shall be paid three (3) days compensation at the substitute rate.

Student names, as enrolled and assigned to classes, will be entered into TS Gold within a reasonable time frame and accessible to the certificated teacher within a reasonable amount of time following registration.

### **SECTION M – Highly Capable**

The District shall provide as-needed training for all kindergarten teachers who are required to provide highly capable screening. The District Curriculum Department shall annually provide complete kits which include all necessary materials for administering the screening (i.e. consumables, equipment and materials) by September 30 of each year.



## **SECTION N – Collaboration**

The District and the Association are committed to providing certificated employees with a consistent block of collaboration time, allowing them to mutually design work for students, establish student-learning plans, review student and instructional materials, and vertically collaborate and integrate.

Collaboration shall focus on student learning around one or more of the four questions:

1. What do we want all students to know and be able to do?
2. How will we know if they have learned it?
3. What will we do if they haven't learned it?
4. What will we do if they already know it?

Collaboration may involve working in the following teams: grade level, interdisciplinary, department/subject, full staff, teaching partners, and individual educational plan team(s).

The Association and the District recognize that work expectations for collaboration and professional development should be able to be completed within the allotted collaboration time. It is also recognized that due to the organic nature of collaboration work a team may deem it necessary to work outside of the designated collaboration time. The work of collaboration teams shall be recorded on a standard form, to be attached as Appendix L of this Agreement.

Beginning the 2022-2023 school year (contingent upon passing a levy specific for this purpose), Early Release/Collaboration Wednesday model shall include fifteen (15) early release days for elementary schools, consistent with the middle school model.

Restructuring options will be presented to a committee in January of 2021. The committee will be comprised of an equal number of employees from EEA and the District. The committee will be facilitated by the District to establish the direct instruction specialist time in core content areas and a recommendation will be made to the Superintendent no later than October 31, 2022.

In the event the parties are not able to reach a mutual agreement by October 31, 2022, or in the event of a levy failure, the District and the Association will retain the current schedule.

\*This proposal eliminates Section O 1-3 – Elementary Collaboration, Planning Early Release Schedule and Calendar beginning with the 2022-2023 school year.

**SECTION O – Elementary Collaboration, Planning, Early Release Schedule and Calendar**

1. Definitions

JA groups – Job Alike groups: Special Education, ELL, Counselor/Social Workers, Psychologist, EXCEL, Nurses, Teacher/Librarians, Elementary Academic Interventionist, Music, PE.

2. JA Dates – Job Alike Dates

Wednesday Early Release Schedule After Students Depart

Before and After School Contract Time

Planning Time – Next 90 minutes

Collaboration – Last 45 minutes

3. Collaboration Expectations

a. First, Third and Fifth Wednesday

Collaboration time will be directed by the collaboration team. Staff shall submit brief agenda of their own choice and brief notes.

b. Second and Fourth Wednesday

Allocated time shall focus on the building's vision for the year as identified by the Building Leadership Team.

There shall be 30 minutes of before and after school contract time followed by 90 minutes of employee directed planning time. The last 45 minutes shall be for peer collaboration or professional development.

Additionally, on the 2nd and 4th Wednesdays, the 45-minute early release time for collaboration/professional development will be used for Medicaid Due Process work for OT/PT and SLP.

The Building Leadership Team may only reverse the order of planning time with collaboration or professional development in order to accommodate a special speaker. The Building Leadership Team may switch the third Wednesday with the 2<sup>nd</sup> or 4<sup>th</sup> Wednesday. Any other deviations from the Elementary Early Release Schedule or Calendar shall require a contract waiver.

c. Job Alike Groups First and Third Wednesdays

On the third Wednesday of every month, small job alike groups will exchange 45 minutes of their planning time and add it to the 45 minutes of collaborative time on the first Wednesday, which creates a 90-minute block of job alike collaboration on the third Wednesday, and a 135-minute blocks of planning time on the first Wednesday.

d. Job Alike Groups Early Schools Schedule

45 minutes of employee directed planning time will occur first, followed by 30 minutes of before and after school contract time/ driving time, and then the 90 minutes of job alike collaboration time.

e. Job Alike Late Schools Schedule

30 minutes of before and after school contract time/driving time will occur first, followed by 90 minutes of job alike collaboration tie, and minutes of individual planning time to be used on site or off site, at your discretion.

Equivalent job alike time will be provided for Instructional Coaches to collaborate within the normal workday outside of the Early Release Wednesdays.

4. Calendar (See Annual Addendum)

The Association and District shall annually mutually schedule the elementary Wednesday collaboration dates for the year.

To the extent that student assessment for learning, which includes but is not limited it administration, scoring data analysis and data entry is an essential function in teaching and learning the Association and District shall annually mutually schedule the K-5 Assessment dates, for the 3 months (October, January and April) of the year, and Early release on these Assessment dates will be used to provide time for all teachers to address assessment activities, including, but not limited to, planning based on assessment data and data analysis, student growth, scoring or data entry of District required assessment. No other professional development activities are to be scheduled at these times for teachers.

Dual language certificated staff shall receive one (1) additional full day release each trimester for dual language assessment.

**SECTION P – Curriculum**

The District Curriculum Review and Instructional Materials Committees shall be responsible for the regular review, revision, purchase, and implementation of curriculum. Teachers shall be afforded professional discretion to use supplemental and cursory materials to meet student needs. Such materials must be relevant to the levels of ability and maturity of the students and to the content of the course and to the purpose of the school system. If a teacher intends to use curricular materials on a regularly occurring basis, their will utilize the District Policy and Procedure 2020.

Any time the District pilots, adopts, or fully rolls out new curriculum, appropriate time must be given for introduction, implementation, and professional development relative to the District adopted and related strategies.

The Curriculum Review Committees shall minimally include: subject area coordinators, overseen by the Assistant Superintendent of Teaching and Learning, and six (6) members, jointly recommended by the District and Association and confirmed by the School Board, from the respective major program area and grade levels.

The Instructional Materials Committee (IMC) shall minimally include a balance of elementary and secondary representation, across content and program areas jointly recommended by the District and Association and confirmed by the School Board. All other participants shall be appointed by the Administration or the School Board. Membership and meeting schedules shall be set forth in District Policy and Procedure 2020.

Curriculum will be reviewed on a regular basis, consistent with the Board-adopted process, and will include a common scope and sequence with approved materials to support effective teaching and learning.

The District shall annually provide adequate curriculum and resources, consistent with the decisions of the Curriculum Review and IMC Committees, to meet the goals and objective of classroom lessons and delivery of curriculum.

#### **SECTION Q – Multi-level Textbooks and Materials**

Department Chairpersons and individual employees may recommend to their Building Budget Review Committee or to their building principals the purchase of multi-level textbooks and materials to be considered for purchase from building and division discretionary funds.

#### **SECTION R – Mentor Teacher Program**

The parties acknowledge the District's obligation to administer the Beginning Educator Support Team in accordance with the requirements set forth by the Office of the Superintendent of Public Instruction. This Section remains in effect only so long as special state funding is provided to cover the costs of the program.

Participation in the Beginning Educator Support Team shall be voluntary for Bargaining Unit members.

##### **1. ALLOCATION OF FUNDS**

Each Mentor Teacher shall receive an annual stipend consistent with state funding.

Each Beginning Teacher shall receive a stipend consistent with state funding.

Each Mentor and Beginning Teacher shall attend and be reimbursed by the District for required training for this program in accordance with state funding.

Each Mentor and Beginning Teacher shall be provided at least three (3) days of release time to support the Beginning Teacher.

**SECTION S – National Board Certificated Teachers**

Candidates shall have free photocopying access to print National Board related materials and shall be allowed to access District technology and audiovisual equipment and supports. The District shall reimburse each candidate their initial (currently \$75 as of 2018) application fee.

**SECTION T – Equity Team**

An Equity Team will be established and comprised of multiple stakeholders, including the Association. The chair of the committee will be appointed by the District. The team shall meet to review current equity efforts, solicit feedback, examine equitable practices and make recommendations consistent with district policies and practices to better the school community.

## I. ARTICLE IX – SPECIAL EDUCATION

### SECTION A – Definitions

**ALC** Academic Learning Classroom

**LSC** Life Skills Classroom

**DSC** Developmental Skills Classroom

**ECSE** Early Childhood Special Education

**SCIP** Social Communication Integration Program

**DHH** Deaf and Hard of Hearing

**OT** Occupational Therapy

**PT** Physical Therapy

**SLP** Speech Language Pathology

**Class size** refers to the head count in a classroom during any given class period.

**Caseload** refers to the number of students for which a staff member is providing services and IEP/Due Process management on the monthly class list.

**Class list** refers to the student list available to each certificated special education staff member in the student information system in the IEP online system.

An **IEP manager** arranges and coordinates the IEP.

A **Case Manager** coordinates the process of the student's initial eligibility, re-evaluation, and continuing eligibility.

A **Caseload Teacher** is the Special Education teacher who is responsible for the implementation of IEP services.

**Level of Need** is determined and outlined within the student's Independent Education Plan (IEP), and is informed by guidelines set forth in *Appendix G and H – Center Based Classroom Guidelines (to be revised in Spring 2021)*. Guidelines shall be reviewed in Labor/Management during the term of this agreement.

### SECTION B – Special Education General Education

- Special Education will provide a full continuum of services for students with disabilities, ages 3-21 within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. Services for all students eligible for special education shall be provided to the maximum extent in the general education environment. When specially designed instruction (SDI) is provided in the general education classroom, The District will allocate support as defined in the student's individual education plan (IEP).
- Benchmarks/objectives are not required on IEPs unless the student takes the Washington Alternative Assessment (WAC 392.172A.09090).
- Only one collaborative group required, as determined by the staff member.

- Compliance Clerks will provide due process support to all special education staff. There will be one clerk to serve 2-4 schools. A compliance clerk will serve each high school with flexibility to balance loads between these schools.
- ESA staff is not required to proctor District/State required exams or complete bus duty.
- Special Education policies, procedures and process shall be made available to all employees each school year by October 15. The District shall provide notice to the Association anytime changes have been made to the handbook. The minimum content of this document shall be:
  - District procedures and guidelines for referring students for special education.
  - District procedures and guidelines for preparation, formation and implementation of Individualized Education Programs.
  - District guidelines regarding the establishment, composition and responsibilities of special education teams.
- Special Education teachers will be given training in the use of IEP Online.
- Special Education teachers will be provided access to same instructional materials as general education teachers.
- At all levels, every effort will be made for certificated special education employees to act as IEP managers only for students they actively serve.
- Special Education staff shall be required to attend only one staff meeting each month, with the other to be used for Due Process beginning in October.
- Occupational Therapists and Physical Therapists will not be required to attend staff meetings.
- General education teachers will be provided with appropriate special education support and/or training for special education students placed in their classrooms. Relevant IEP information and goals will be made available to general education teachers having special education students in their rooms. If the teacher is expected to provide specially designed instruction, they will have the opportunity to collaborate with the special education staff to discuss their portion of the implementation of the IEP
- Special education staff work space needs:
  - Every effort will be made for SLPs to have access to water to meet standards for universal precautions for use during therapy.
  - Hand disinfectant, gloves and other items needed for disinfecting and universal precautions will be available upon request.
  - Every effort will be made for special education teachers to have comparable physical size classrooms as their general education peers.

- Appropriate protective clothing shall be provided following request and approval as is needed within the workspace to ensure safety for aggressive students and/or students with unique needs.

#### **SECTION C – District-Wide Meetings for Special Education Staff**

- Department meetings: OT, PT, SLP, Nursing and Psychologist will be scheduled monthly as a special education professional group for no more than 3 hours during work hours.
- Peer alike teaching group meetings will be scheduled as per agreed in calendar discussion. These meetings shall occur within the normal workday or with additional pay accordingly.
- All special education certificated staff will attend special education in-service and job alike meetings.
- BAT meetings are held for one (1) hour each week and attendance of those assigned to that building is required, along with general education representative, and any itinerant special education staff who can attend depending upon the number of other schools assigned.

#### **SECTION D – Caseloads for Special Education**

1. Caseloads will be calculated using the IEP Online caseload report on a current monthly class list multiplied by the staffing factor that student generates using the SFF. Certificated special education staff will be trained in their professional service areas regarding staffing methods and formulas within the 1st month of school. EEA Special Education representative will be part of this training.
2. The student's level of need is tied directly to the time, SDI related, and supplemental services written on the IEP.
  - a. The time and services are determined by the IEP team.
  - b. The student's program placement is determined by the student's IEP, as informed by guidelines set forth in Appendix H and I (updated by Spring 2021)
  - c. A student's program placement cannot be changed without a new IEP team meeting, and must continue to reflect IEP identified needs.
  - d. Individual classroom staff assistant time is calculated based upon the designated level of need of each student. It is understood that there may be mixed level of need students in the same classroom based upon IEP needs.

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## 3. SPECIAL EDUCATION CASELOADS AND PARAEDUCTOR ALLOCATION

	<b>Caseloads</b>	<b>Teacher Factor</b>	<b>Para Educator Factor</b>	<b>Hrs/Days/Class 1.0 FTE</b>	<b>Overload Paraeducator Hrs. when beyond 1.2 FTE</b>
LS Elementary	26	0.0385	0.50	12	1
LS Middle School	28	0.0357	0.4615	12	1
LS High School	30	0.0333	0.42857	12	1
ALC (K-5)	10	0.1	1.2	12	2
ALC (6+)	14	0.07	0.8571	12	2
LSC	9	.11	1.333	12**	2
DSC	7	0.14	1.71	12	2
ECSE	18 (cap 10/session)	0.06	0.778	14	2
SCIP	10	0.10	1.20	12	2
*TRANSITION	7-14			Minimum of 6*	
SLC ELEM	8	0.125	1.875	15	2
SLC Secondary	15	0.07	0.80	12	2
***DHH	9	0.11	0.67	6	2
Day Treatment Developmentally Delayed	7	0.14	0.86	6	2
Day Treatment	9	0.11	0.67	6	2
*TRANSITION	*Transition includes: ALC, SLC, SCIP, LS, LSC and DSC. Staffing is calculated based on the respective classroom factors in the chart above.				
Vision Impaired	27				

- a. Special Education teacher staffing is calculated using the Staff Factor Formula sheet.
  - b. Rounding will occur this way. The generated time totals 1.25 FTE of teacher time, it would be rounded to 1.2 FTE. If it totaled 1.26 FTE then it would round to 1.3 FTE.
  - c. The overall ratio of adults to student (including 1-1 paraeducators) is not required to exceed a ratio of one adult to every two students unless required by student IEPs. The Association and the District mutually agree to meet in Labor Management to discuss and/or remedy any concerns brought forth by an impacted teacher.
  - d. \*\*\*DHH: 6 hrs. of interpreter time minimum additional for each different grade level
4. The District shall annually staff the ECSE Assessment Team with OT, PT, SLP, and PSYCH FTE, not to be counted against the FTE identified staffing in the collective bargaining agreement. It is understood that this allocation of FTE can be used to meet other District needs when not being utilized for the ECSE Assessment Team.

5. Paraeducator Factors

- a. Individual student IEPs may result in additional paraeducator time assigned to support the student. Additional Paraeducator time will be allocated based on the unique needs outlined in a student's IEP that are the result of significant safety, medical/physical needs or extenuating circumstances. The District has an established process for accessing additional paraeducator hours. When the process is implemented and the level of support approved, paraeducator hours generated based on an individual student IEP, (i.e. indicating the need for a 1-1 adult assistance), shall be in addition to paraeducator hours generated on the Paraeducator Allocation Matrix. Any additional hours generated by an IEP for a 1-1 assistant shall be utilized for the support of the student with the IEP needs (i.e. the need for additional 1-1 assistance). Certificated staff assigned to the classroom does not replace time allocated for 1:1 assistance through the district process unless specifically required within the student's IEP.
  - Each special education program will be staffed with assistant time based on the staffing factor.
  - Each special education teacher caseload generates a minimum of a six (6) hour paraeducator allocation when FTE is 0.80 FTE or greater.
  - Learning Support: The paraeducator staffing allocation reflects all Learning Support students in the building. Staff for Learning Support is not determined on an individual teacher classroom basis. The total building staffing is the sum of staffing factors for all Learning Support students in the building. Each building has the ability to determine their implementation of staffing within the total staffing provided.
  - Staffing for specialized classrooms to include SLC, SCIP, ALC, LSC, DSC, ECSE, DHH, etc. is generated by and allocated to each classroom and is not a sum of all in a building unless there is a mutual agreement between teachers in the same building and program.
  - If a special education teacher thinks their level of paraeducators is unsafe or causing a disruption in the educational process, and special services has reviewed the load and disagrees, the issue will be taken to a regular scheduled Labor Management meeting.
  - The District will hire and provide training to a pool of itinerant special education instructional assistants to be deployed to meet urgent needs related to significant/unique safety needs, medical/physical needs, behavioral needs or extenuating circumstances.

**SECTION E - Certificated Special Education Supplemental Pay**

Each special education certificated employee shall annually receive \$500 in the June paycheck in recognition of workload resulting from Individual Education Plans and compliance paperwork.

The District shall make available seven (7) hours per diem pay, per each special education certificated employee, for work conducted in August prior to the start of the school year, for seven (7) hours of activities determined by the District. Payment shall occur upon the employee's submission of a Form A for September payroll.

**SECTION F – Special Education Teacher Overload**

1. It is the teacher's responsibility to maintain an accurate student roster in IEP Online. Students must be on the class list count by the first (1st) school day of each month to be included in that month for staffing. Any student counted as overload must have a current evaluation and current IEP as of the first (1st) school day of that month.
2. Special Education caseloads will be reviewed monthly at the first of the month and monetary remedies will be assigned. Monetary remedies are based on current IEP load as reported in IEP online on the first (1st) school day of the month.
3. If a special education teacher is over caseload the District shall balance caseload by first paying overload unless there is another special education teacher in the building who is less than 80% of caseload. In this instance, the District shall make an adjustment to the caseloads by assessing the available FTE and moving the case management to the teacher with less than the 80% of caseload. Staffing adjustments shall be made based on student counts on October 1, January 1, and April 1.
  - a. Additional paraeducator time (per this formula) or \$6.88 per day for each additional student, and
  - b. Four (4) hours of per diem pay for any/all facets of additional IEP(s) due to overload.

The Association and the District mutually agree to meet in Labor Management to discuss and/or remedy any anomalies that may exist.

4. Overage Process: Each special education certificated teaching staff shall receive written notification within 5 school days after the 1st school day of the respective month, if they are over their contract caseload. A monetary stipend of \$6.88 per day prorated by month for each additional student will be offered.
  - a. No certificated special education staff employee will be expected to work more than their 1.0 FTE or their prorated contract on an ongoing basis.

- i. Any teacher beyond their contract numbers at a 1.2 FTE for the remainder of the year will not be asked, expected, or assigned more than a FTE contract maximum (1.2 FTE), consistent with general education in the district.
    - ii. The District will make every effort to hire a new teacher whenever the classroom generates 0.2 FTE over current teacher staffing.
    - iii. Human Resources will be notified and will work with Special Services and the Association to determine an appropriate remedy.
  - b. During the time while new certificated staff are being sought and hired to address an overload of 1.2 FTE,
    - i. The employee will be provided additional paraeducator time (per the formula) and the overload payment.
      - 1. If additional paraeducator time is chosen for a learning support classroom, they will be provided an additional one (1) hour per student.
      - 2. If additional paraeducator time is chosen for a specialized program classroom, they will be provided an additional two (2) hours per student.
  - c. Substitute release time will be provided for Program and IEP planning for teachers over their contract limit students. Teachers should contact Special Services by email requesting this time. The options for release time are:
    - i. Half-day substitute time per new student, or
    - ii. The equivalent dollar amount of the substitute time payable to the teacher.
- 5. Any certificated staff who agrees to participate in the development, writing, and management of the Due Process paperwork in their professional area of expertise for a student outside of their normal caseload will be paid four (4) hours per diem, including attendance at the meeting, for either the new Individualized Education Plan, and/or four (4) hours for the development, assessment, and writing of the eligibility evaluation.
- 6. When students on a teacher's caseload generate an increased workload and thereby an increased allocation of teacher time, and part of the student's IEP program is provided by another Special Education teacher, any decision on utilization of paraeducator time will include a collaborative discussion with all impacted teachers and building administrators.

#### **SECTION G – Itinerant Staff**

- 1. Travel from school to school by special education staff will be equivalent to a 30-minute section. This is not to take the place of lunch, planning, set up/take down time, or bathroom breaks.

2. To ensure transparency of the caseload distribution, each group of itinerant specialists will have an opportunity to provide input into their individual assignment through a process determined by the director of special education.
3. To maintain manageable caseloads for itinerant staff, considering the disability related needs of students, the following limits for caseloads in special education are as follows:

<b>Specialty</b>	<b>Target or Maximum Caseload</b>	<b>District Ratio</b>
OT	30	1:2220
PT	22	1:4685
SLP	50 max	
Psychs		1:1100
Nurses		1:1550

a. Speech/Language Pathologist

- i. Each individual full-time Speech/Language Pathologist providing service to the buildings will have a caseload of 50.
- ii. The individual assigned caseloads will depend on several factors including, but not limited to:
  1. Degree and type of disorder
  2. Travel required and student cluster
  3. Amount of time required for in-service and consultation with parents and teachers
  4. Aide time
  5. Model of service delivery needed
  6. Number of assessments required
  7. Medicaid billing
  8. Other required duties including, but not limited to preparation of materials, parent contact documentation, and IEPs.

b. OT/PT Staff

- i. A full-time occupational therapist will have a target caseload of 30 students and a full-time physical therapist will have a target caseload of 22 students, depending upon the severity of the student's disability related needs. Supervision of COTA or PTA licensed staff will follow state licensure laws.
  1. The degree and type of dysfunction of students served
  2. Travel required and space availability
  3. Number of assessments required as part of the multi-disciplinary team

4. Amount of time spent providing consultation and in-service training to parents and staff members
5. Other required duties include, but not restricted to; designing, fabricating and/or ordering adaptive equipment; parent and community contact; Medicaid or other documentation as required

c. School Psychologist

i. Guidelines to maintain manageable workloads:

1. Each school psychologist shall be limited in assigned responsibility to not more than three (3) elementary OR two (2) secondary schools maximum based upon the ratio listed below. Assignments are determined by overall special education enrollment, assessments, F&R rates and overall building needs.
  - A reasonable student ratio is one psychologist for every 1,100 students.
  - School Psychologists will be responsible for their professional assessment areas, and case management of students for eligibility and program placement, except for Motor Team only or CD only service students. They will also be responsible for BAT coordination and other Special Education building coordination duties as agreed upon within the BAT team.
  - Students who attend alternative settings in the EPS and are reported on the EPS monthly count will also be counted in the student ratio for psychologists.
  - Each School Psychologist shall be able to flexibly preschedule thirty-five (35) hours of trade time with notice to their supervisor.
  - The District may offer additional FTE to School Psychologists on a voluntary basis up to 1.4 FTE.

**SECTION H – Itinerant Overload**

1. It is the ESA responsibility to maintain an accurate student roster in IEP Online. Students must be on the class list count by the first (1st) school day of each month to be included in that month for staffing. Any student counted as overload must have a current evaluation and current IEP as of the first (1st) school day of that month.

- a. Speech/Language Pathologist
  - i. Each individual full-time Speech/Language Pathologist providing service to the buildings will have a caseload of 50. When the SLP group is over their collective caseload limits for their department and are not able to hire up to their full contractual staffing levels after twenty (20) school days of unfilled open posted positions, according to ratios or caseloads, due to the lack of qualified applicants in their professional pool, the following will happen:
    - Reassign FTE to balance caseloads
    - Hire additional SLPs
    - Additional compensation will be offered to SLPs. To accomplish the additional work, the overage remedy will be a % ratio of the workload per month (1/50 times base pay per month per student calculated October through May in accordance with rest of CBA, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract in this manner, provided that the District may offer additional FTE to SLPs (on a voluntary basis) up to 1.4 FTE. The % ratio overage remedy will address the caseload overage remedy for SLPs.
  - b. When any Special Education itinerant professional group is over their individual max or collective caseload limits for their department and are not able to hire up to their full contractual staffing levels after twenty (20) school days of unfilled open posted positions, according to ratios or caseloads, due to the lack of qualified applicants in their professional pool, the following will happen:
    - i. Additional compensation will be offered to professionals in that group, as first recourse, to accomplish that additional work at a % ratio of the workload times their per diem, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract in this manner.
    - ii. Services that can only be provided by certificated staff will continue to be provided by that itinerant professional group and it may be necessary to contract outside of the District to fulfill legal IEP obligations while an in-district position is being advertised and is not yet filled.
    - iii. If staffing is still not achieved in that itinerant professional area, and the remaining work still not covered, then a new classified position may be created to attempt to relieve the staffing workload overage, providing professional licensure and practice laws allow this, while waiting for the open certificated position to fill. This would allow for the remaining

professionals in that area to continue to provide direct student services in their professional certificated area. Activities such as paperwork, scheduling, filing of reports, etc. could be given to this new position that any qualified and knowledgeable employee could apply for and fill.

#### **SECTION I – Class Load**

1. Special Education Students in Regular Classrooms
  - a. For the purpose of determining student/teacher ratios and maximum loads, the following methods will be used to count special education students who are served in the general education classroom part of the day. The intent is to assign such special education students equitable to regular education classroom. If a special education teacher is in the general education class for student support, then general education teachers' class size remains the same as per contract. The special education teacher is there for support of included students.
  - b. **PRE-SCHOOL:** students shall count as 1.0 head count students. All students shall count as 1.0 head count.
  - c. **ELEMENTARY:** Special Education students are counted as 1.0 FTE for both the average student/teacher ratio and the individual class size limit if they are in the general education classroom, including specialists, for any part of the day.
    - i. Special Education students who are included into PE or Music specialists' time with peers will count as a full student during that time.
    - ii. Students receiving special education services in the general education class at the elementary level, will count as 1.0 FTE for overload pay, regardless of the length of time they spend in the classroom.
  - d. **SECONDARY:** Special Education students are counted as 1.0 FTE if they are part of a high school or middle school teacher's class enrollment for a period.
  - e. Students who are attending general education classes need to have a general education teacher at their meeting. All IEP participants must attend the meeting unless they have used the legal excused process ahead of time. For a special education teacher that will not participate in any general education class for the upcoming IEP year, a general education teacher is not required at the IEP meeting.

#### **SECTION J – Special Education Service Schedules, Collaboration and Planning**

1. By September 15, Special Education staff shall work with building principals to create a schedule which includes student services, planning time, duty-free lunch and teacher-directed assessment and caseload management duties. Changes to the schedule shall be collaboratively established, and shall maintain the respective contract provisions.



- a. Special Education ESA and teacher planning time due to on-going overload or student need.
    - i. For SLP, OT, PT, or teachers in an ALC, LSC, DSC, SCIP, DHH, or SLC classroom, it may not be possible to regularly schedule a daily planning time although desired. Please review all options with the building administrator(s) to have your room covered or time set aside in an appropriate manner so staff will receive planning time where they may either leave the room for planning period or be undisturbed. In the room for planning time. If this cannot be arranged through this discussion, staff shall claim missed planning time using a Form A.
      1. If no one is available to provide this planning time on an on-going basis, then contact EEA and the Director of Human Resources or designee and a discussion will occur about providing a supplemental contract to reimburse for on-going missed planning time.
  - b. Special Education Staff Planning Time Due to On-Going Overload or Student Need
    - i. Specific special education staff (SLP, OT, PT or teachers in an ALC, LSC, DSC, SCIP, DHH, or SLC) shall attempt to schedule bargained planning time. When planning time cannot be scheduled, staff shall meet with building administration to create a schedule that includes the bargained planning time. For intermittent planning time loss, staff may claim missed planning time using a Form A. If bargained planning time cannot be arranged on an ongoing basis through discussion with building administration, contact special services to discuss options and/or arrange a supplemental contract.
2. The District shall allocate five (5) hours per special education Paraeducator to be utilized for collaboration with paraprofessionals and their assigned certificated special education teacher.
  3. Co-Teaching (Special Education/General Education)
    - a. Release time to plan with your co-teacher will be provided as follows: twenty (20) hours each. Substitutes will be provided in four hour increments scheduled at the discretion of the employees. We recognize we will release both special education and general education staff. Every effort will be made to provide common planning periods to improve collaboration with general education teachers around commonly shared students.

## **J. ARTICLE X – SUBSTITUTE TEACHERS**

The District and the Association agree that in addition to those provisions which contain specific language pertaining to substitute teachers who are included in the Bargaining Unit, the following provisions shall apply:

### **ARTICLE II BUSINESS**

### **ARTICLE III, PERSONNEL**

- Sections:
- A. DIVERSITY HIRING
  - B. INDIVIDUAL RIGHTS
  - C. RIGHT TO DUE PROCESS AND REPRESENTATION
  - D. ACADEMIC FREEDOM
  - E. PERSONNEL/MEDICAL FILE
  - G. EMPLOYEE PROTECTIONS
  - L. WORKDAY

### **ARTICLE VIII, INSTRUCTION**

- Sections:
- A. SCHOOL OPENING/STAFF ORIENTATION
  - C. EMPLOYEE LOAD
  - G. CLASSROOM VISITS
  - I. STUDENT DISCIPLINE

### **ARTICLE XII GRIEVANCE AND ARBITRATION PROCEDURE**

(Applies only to provisions contained herein and those provisions in addition which contain specific substitute language.)

In the event that a substitute teacher has been blocked from working at a site they may request a meeting with the Director of Human Resources or their designee.

In addition to the above provisions and those specific provisions contained throughout this Agreement, the following shall pertain specifically to substitute teachers in the bargaining unit:

1. Refusal of Assignment  
A substitute may refuse up to ten (10) assignments, for which they is certified per year.

Failure of a substitute to accept any assignment for reasons of emergency or personal or family illness or refusal to replace a striking teacher shall not be considered a refusal of assignment.

2. Evaluation

Bargaining unit substitutes shall be evaluated in accordance with the criteria set forth in the Substitute Handbook. Evaluations required or permitted hereunder shall be documented on the evaluation report form available in the Handbook.

Bargaining Unit Substitutes in a long-term position of 90 days or more shall be evaluated using the Certificated Focused Evaluation.

3. Salary

The daily rate of pay for bargaining unit substitutes shall be a flat amount outlined below and all rates will be increased annually by Seattle CPI. Commencing on the 16th consecutive workday, the daily rate of pay for Bargaining Unit substitutes will be the BA +1 placement on the Teacher Salary Schedule, retroactive to day one of the assignment. Commencing on the 31st consecutive workday, the daily rate of pay will be the individual's placement on the Teacher Salary Schedule commensurate with years of experience and educational credits.

Any long-term substitute who works sixty (60) days or more shall receive TRI compensation in proration to the number of days worked based off their base.

A regular half day substitute assignment will consist of up to four (4) hours; however, it shall not include more than half the number of full-day class periods at the secondary level. On days when secondary schools are on schedules with shortened periods, substitute teachers who teach more than half the number of shortened periods as would occur on a regular full day or work for four (4) hours or longer will receive the full day substitute rate. A full day substitute assignment which requires switching buildings, and provides coverage for more than one teacher, will be considered two half day assignments. A regular day assignment of over four (4) hours or over half the number of class periods as would occur in a full day of service shall count as a full day of service.

After a substitute has worked 210 hours (30 full days) in the current school year, the substitute's rate of pay shall be 10% higher than the regular substitute rate, beginning on the first day of the next month in which they work, throughout the current school year.

• Full Day (7 hours)	\$170.10 per day
• Half Day (4 hours)	\$112.28 per day
• Two half days	\$193.12 per day
• 210 hours full day (7 hours)	\$187.88 per day
• 210 hours half day (4 hours)	\$123.88 per day
• Long Term 16 <sup>th</sup> – 30 <sup>th</sup> day	\$279.16 per day

The District will make a good faith effort to not schedule meetings on days when periods will be shortened at the secondary level.

4. Sick / Emergency Leave

Sick/emergency leave shall accrue and shall be used only during long term assignments (16 or more days). Sick/emergency leave shall accrue at the rate of 0.067 days worked, not to exceed twelve days per year. Sick/emergency leave shall accumulate annually.

5. Accidental Assignment

Should two (2) or more substitutes be called for the same assignment, the District shall pay the substitute not retained an amount equal to one-half (.5) of the full rate of pay for the initial day of the assignment.

6. Employee Work Year

Substitute teachers will be paid for preparation days when requested to work on such days.

Substitute teachers who are in long term positions (16 days or more) and are mandated to attend state recognized in-service day(s) and/or District scheduled in-service training(s) shall be compensated at their daily rate of pay.

Building principals shall not require a substitute to supervise another class during scheduled planning time.

In the event a substitute agrees to supervise another class during their scheduled planning time, they will be compensated at their hourly rate of pay.

7. Substitute Records

The District will provide the Association with monthly substitute payroll reports including:

Names

Addresses

Phone Numbers  
Total Dues This Month  
Total Dues Year to Date  
Unit Status (yes/no)  
Long Term Status  
Full Days Worked  
Half Days Worked

The District Substitute Report shall be delivered to the Association by the fifteenth (15<sup>th</sup>) of each month covering the previous payroll period.

8. Handbook

The District and the Association shall review, no later than April of each year, the Substitute Handbook.

The District shall provide every substitute teacher hired into the District a copy of the Substitute Handbook including District rules and regulations affecting substitute teachers, a map showing school locations, a list of all school buildings (including addresses, phone numbers, and principals' names) and the phone number of the Human Resources Office.

## **K. ARTICLE XI – EMPLOYEE STAFF REDUCTION AND RECALL**

### **SECTION A – Procedures for Staff Reduction**

In the event the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, those teachers and other non-supervisory employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

1. **Determination of Vacant Positions (Before implementing a Reduction in Staffing)**  
The District will determine, as accurately as possible, the total number of employees known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
2. **In the Event the District implements reduction in staffing, they shall consider the following:**  
Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention as well as appropriate endorsements, if applicable.
3. **Employment Categories**  
The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.
  - a. Elementary teachers will be listed for retention in one category (K-5). Elementary teachers shall include all elementary staff with appropriate certification or endorsement.
  - b. Secondary teachers (6-12) will be listed for retention in areas with appropriate certification or endorsement.
  - c. Career and Technical Education (CTE) teachers will be listed for retention based upon the teaching are authorized on the teaching certificate.
  - d. Other employees will be listed for retention in areas with appropriate certification or endorsement. Those employees who are hired for an "itinerant" position shall not be considered as a separate category for seniority purposes.
  - e. All employees on leave will be listed for retention as if they remained in the classroom. All employees on leave are subject to all RIF procedures.

4. Retention by Employment Category

Each employee will, in accordance with the criteria set forth in Subsection 5 hereof, be listed for retention in their current assignment. Employees shall also be listed for retention in additional areas with appropriate certification or endorsement, provided the employee shall inform Certificated Human Resources, in writing, of those certifications or endorsements.

5. Selection within Employment Categories

Employees shall be considered for retention in available positions within the employment categories or specialties for which they qualify under Subsection A3. In the event that there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which employees shall be recommended for retention:

- a. Total seniority as an employee shall be the basis for retention for those categories identified in Subsection A3 above. Within each such category the employee(s) having the greater seniority shall be recommended for retention. In the event of a tie, Washington State FTE experience will be the first tiebreaker. In the event ties remain, the employee(s) having the highest number of credits as recorded in the Human Resources Office on October 1 of the current school year shall have preference. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.
- b. "Seniority" within the meaning of this paragraph shall mean total FTE years of certificated experience in the State and number of years of out of state certificated experience recognized by the District for salary purposes.
- c. For CTE and ESA employees, up to two years of non-certificated experience recognized by the District for salary purposes shall count toward seniority.
- d. When a program is eliminated, staff members will be reassigned based upon their seniority, certification and/or endorsement.

6. Action Superintendent

The superintendent or their designee shall post the seniority list based on an employee's current assignment on the internal website no later than February 15 of each year. All employees with certification or an endorsement that would qualify them as eligible to be listed in another area need to notify Personnel in writing by March 1. The provisions of paragraphs A1 through A5 above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

7. Employment Pool

All employees who are not retained in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re employment for a period of up to 15 months, which would conclude November 30 of the year following the lay-off. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Subsection A3 for which they are qualified under Subsection A4. If more than one such employee is qualified for an open position, the criteria set forth in Subsection A5 shall be applied to determine who shall be offered such position.

It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee in writing by March 15 in order to remain in the employment pool. If such notification is not received, the employee's name shall be dropped from the employment pool.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be via email, text, or voice mail. If no response is received by Certificated Human Resources within 24 hours, the notification will then be sent by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept a position. If an individual fails to accept a position of FTE equivalent to that from which they were laid off, such individual will be dropped from the employment pool.

The District will utilize employment pool personnel as substitutes on a first priority basis.

**SECTION B – Administrative Procedures (See RCW 28A.405.230 for rationale)**

It is recognized that employees of the District holding administrative or supervisory positions and not included in the Bargaining Unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one or more of the employment categories identified in Subsection A3 above.



## **L. ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE**

### **1. Definitions**

"Grievance" shall mean a specific complaint filed in writing by an employee wherein it is alleged that there has been a violation, misinterpretation, or misapplication of a specific provision of this Collective Bargaining Agreement between the District and the Association, and the policies, rules, regulations, and procedures of the District, and administrative directives. Grievances submitted to arbitration shall be limited to the violation, interpretation, or application of specific contract language contained in this Agreement.

"Grievant" shall mean an employee of the District or the Association.

"Employee" and "Association" shall have the meaning as defined in the Exclusive Recognition section of this Agreement.

"Days" shall mean contracted workdays in the official calendar for employees, except when a grievance is submitted on or after June 1, "days" shall consist of all calendar days except holidays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each step shall be considered a maximum, and every effort shall be made to expedite the process, except that, by mutual consent of the grievant and person or persons by whom the grievance is being considered, may extend the time limit. Grievances may be submitted during the summer vacation period.

All grievances must be filed within twenty (20) days of the alleged occurrence, or knowledge of occurrence.

### **2. Procedure**

Every effort shall be made to resolve a personnel problem or a potential grievance through private and informal discussion meetings between the grievant and the immediate supervisor. If such processes fail to provide an acceptable adjustment of the grievance, however, then the grievance may be processed as follows:

**Step 1.** If the employee is dissatisfied with the outcome of the informal private discussion(s). They may initiate the formal grievance procedure at Step 1 by presenting a *Certificated Educational Employee Grievance Review – Appendix M* to the immediate administrative supervisor. A formal conference shall occur within five (5) days of the receipt of the written request by the immediate administrative supervisor. Every effort should be made in the formal conference to develop an

understanding of the facts and the issues in order to create a climate which will leave to a solution. Additional formal conferences may be held at Step 1 by mutual agreement between the grievant and the immediate administrative supervisor. Additional conferences shall not alter time lines. A written response shall be given the grievant by the immediate administrative supervisor within five (5) after the initial formal conference and a copy shall be filed with the Superintendent and the Association. The grievant may be accompanied by a representative of the Association and shall notify the immediate administrative supervisor of intent to bring a representative prior to the conference. If the grievant choose to have an Association representative present, then the immediate supervisor may be another person present.

**Step 2.** If the grievance is not adjusted to the satisfaction of the grievant under Step 1, within five (5) days after the receipt or five (5) days after the due date for receipt of the reply in Step 1, the grievant may refer the grievance directly to the personnel administrator. The personnel administrator will assign the grievance to the appropriate Administrative Service Center administrator for review and informal hearing at Step 2. The informal hearing at Step 2 shall occur within ten (10) days of the receipt of the Grievance Review Request Form by the personnel administrator. A written response shall be mailed to the grievant by the designated Administrative Service Center administrator within five (5) days after the initial informal hearing. The grievant may be accompanied by a representative of the Association and shall so notify the Administrative Service Center administrator prior to the hearing. If the grievant chooses to have an Association representative present, the Administrative Service Center administrator may have another person present.

### 3. Arbitration

If a grievance concerning the violation, interpretation or application of specific Agreement language has not been adjusted to the satisfaction of the grievant at Step 2, within ten (10) days after the receipt or ten (10) days after the due date for receipt of the decision at Step 2, the grievance may be submitted by the Association to final or binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. The parties to this Agreement shall then be bound by the rules and procedures of the American Arbitration Association. During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party in Step 1 or 2.

Each party shall bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs for the arbitrator and American Arbitration Association or the FMCS

administration. The Arbitrator shall have no power to make awards contrary to State and Federal laws and regulations.

4. Supplemental Procedural Conditions

Each side in any grievance hearing may present witnesses who can provide relevant information to aid the grievant and/or the District Administration in the adjustment of the grievance with full assurance that no reprisal will follow by reasons of the involvement in the grievance hearing.

All documents, communications and records dealing with the processing of grievances shall be maintained in a file separate from the grievant's district personnel file.

Any parties involved in any step may be represented at all stages of the grievance procedure, except arbitration, by a person of their own choosing, except that they may not be represented by a representative or an officer of any competing employee organization. When a grievant is not represented by the Association, the Association shall have right to be present at all stages.

Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits, unless extended by mutual consent, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent an individual from presenting or processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement. It will be the practice of all parties to process grievances after the regular workday or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the grievant and the person or persons by whom the grievance is being processed, proceedings may be held during regular working hours, and the grievant and the appropriate participants and representatives will be released from assigned duties without loss of pay.

## Appendix A – EEA Building Representative and EPS Administrative Problem Solving Session

Please attach copies of email discussions, letters, final agreement signed by EEA representative and Administration.

Building Representative: \_\_\_\_\_

Building: \_\_\_\_\_

Administrator: \_\_\_\_\_

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

Please describe the issue discussed, noting members involved and resolution or next steps.

Upon resolution or elevation to higher level Association representation, submit completed form and supporting documentation to EEA immediately by email or fax (360) 944-6960.

Any agreement reached during the EEA Representative/Administration problem-solving session must comply with current CBA language.

EEA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Administration Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Optional)

**Send one copy to EEA**

**Retain one copy for Representative**

## Appendix B – Dues Authorization Form (WEA ENROLLMENT)

<https://www.washingtonea.org/eJoin/>



Form available from the EEA office

## Appendix C – Teacher Evaluation Report

Name: _____	Annual <input type="checkbox"/>	Other <input type="checkbox"/>
School: _____	Comprehensive <input type="checkbox"/>	Focused <input type="checkbox"/>
Teaching Assignment: _____		

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

*(This must match the summative rating on the scoring document final)* during the evaluation period covered in this report  
 (Unsatisfactory, Basic, Proficient, Distinguished)

\_\_\_\_\_  
 Principal/Supervisor Signature

CRITERION 1: Centering instruction on high expectations for student achievement <b>OVERALL RATING</b>		U	B	P	D
<b>2b</b>	<b><i>Establishing a culture for learning</i></b>	U	B	P	D
<b>3a</b>	<b><i>Communicating with Students</i></b>	U	B	P	D

<b>3c</b>	<b><i>Engaging students in learning</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
<b>Criterion 1 Summary:</b>					

<b>CRITERION 2: Demonstrating effective teaching practices</b>		<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
<b>OVERALL RATING</b>					
<b>3b</b>	<b><i>Using questioning/prompts and discussion</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

4a	Reflecting on Teaching	U	B	P	D

Criterion 2 Summary:

CRITERION 3: Recognizing individual student learning needs and developing strategies to address those needs. <i>OVERALL RATING</i>		U	B	P	D
1b	Demonstrating Knowledge of Students	U	B	P	D



3e	Demonstrating flexibility and responsiveness	U	B	P	D

3.1	Student Growth 3.1: Establish Student Growth Goal(s)	U	B	P	D

3.2	Student Growth 3.2: Achievement of Student Growth Goal(s)	U	B	P	D

**Criterion 3 Summary:****CRITERION 4: Providing clear and intentional focus on subject matter content and curriculum. *OVERALL RATING***

U	B	P	D

**1a *Demonstrating Knowledge of Content and Pedagogy***

U	B	P	D

**1c *Setting Instructional Outcomes***

U	B	P	D

<b>1d</b>	<b><i>Demonstrating Knowledge of Resources</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

  

<b>1e</b>	<b><i>Designing Coherent Instruction</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

  

<b>Criterion 4 Summary:</b>

<b>CRITERION 5: Fostering and managing a safe, positive learning environment. <i>OVERALL RATING</i></b>		<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>
<b>2a</b>	<b><i>Creating an environment of respect and rapport</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

<b>2c</b>	<b><i>Managing classroom procedures</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

<b>2d</b>	<b><i>Managing Student Behavior</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

2e	Organizing physical space	U	B	P	D

<b>Criterion 5 Summary:</b>

CRITERION 6: Using multiple student data elements to modify instruction and improve student learning. <i>OVERALL RATING</i>		U	B	P	D
1f	Designing Student Assessments	U	B	P	D

<b>3d</b>	<b><i>Using Assessment in Instruction</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

  

<b>4b</b>	<b><i>Maintaining Accurate Records</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

  

<b>6.1</b>	<b><i>Establish Student Growth Goal(s)</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

6.2	Achievement of Student Growth Goal(s)	U	B	P	D

**Criterion 6 Summary:**

CRITERION 7: Communicating and collaborating with parents and the school community. OVERALL RATING		U	B	P	D
4c	Communicating with Families	U	B	P	D

**Criterion 7 Summary:**

--

<b>CRITERION 8:</b> Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. <b>OVERALL RATING</b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

<b>4d</b>	<b><i>Participating in a Professional Community</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

--

<b>4e</b>	<b><i>Growing and Developing Professionally</i></b>	<b>U</b>	<b>B</b>	<b>P</b>	<b>D</b>

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4f	Showing Professionalism	U	B	P	D

8.1	Establish Student Growth Goals, Implement, and Monitor Growth	U	B	P	D

Criterion 8 Summary:

**Additional Comments:**

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

\_\_\_\_\_  
(Teacher Signature)

\_\_\_\_\_  
(Date)

- ☐ **I understand that I have a right to attach a written explanation to my evaluation if I disagree with the content.**

## Appendix D – Employee's Personal Inventory Form

The items listed below are my personal property which are being used in the classroom for instructional purposes. They will be removed from the school building during vacations and during the summer. (THIS FORM MUST BE RENEWED ANNUALLY, BEGINNING WITH THE OPENING OF SCHOOL.)

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

QUANTITY	IDENTIFICATION	DESCRIPTION (Serial #, Name)	ESTIMATED MARKET VALUE

Prepared in Duplicate: ORIGINAL – PRINCIPAL; COPY – EMPLOYEE

## Appendix E – Notice of Loss and Claim for Reimbursement

Name \_\_\_\_\_ Location \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

Description of Personal Property Lost or Damaged \_\_\_\_\_

\_\_\_\_\_

Purchased From \_\_\_\_\_ Date Purchased \_\_\_\_\_

Purchased New ☐ or Used ☐ Value or Cost when Purchased \$ \_\_\_\_\_

Property Value when Lost or Damaged \$ \_\_\_\_\_

Specific Location of Property when it was Lost or Damaged \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I had prior approval of Principal for use of Personal Equipment as required:

Principal's Signature: \_\_\_\_\_

Was Property Insured: Yes ☐ or No ☐ If yes, complete the following and attach a copy of your insurance policy that includes the deductible amount.

\_\_\_\_\_

Name of Insurance Company

Insurance Agent's Name

Agent's Address

Agent's Phone Number

Deductible Amount on Insurance Policy \$ \_\_\_\_\_

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND CORRECT CLAIM FOR MY PERSONAL PROPERTY LOSS AND THAT NO PAYMENT HAS BEEN RECEIVED BY ME ON ACCOUNT THEREOF.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Appendix F – Request for Draw

(Evergreen Education Association Only)

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

Today's Date: \_\_\_\_\_ First day of work (date): \_\_\_\_\_

Number of days pay being requested: \_\_\_\_\_

Emergency requiring draw (briefly describe): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that I am a teacher new to the profession and have a true emergency as described above.

Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

Senior Director Human Resources

.....  
**For Administrative Services Center Use Only**

Employee Number: \_\_\_\_\_ Retirement Plan: \_\_\_\_\_

1. Daily rate of pay \_\_\_\_\_ X number days requested \_\_\_\_\_ = \_\_\_\_\_

2. Regular monthly pay \_\_\_\_\_ X one-half = \_\_\_\_\_

3. Gross pay for draw (lesser of 1 or 2) = \_\_\_\_\_

4. Account code(s) to be paid from: \_\_\_\_\_

\_\_\_\_\_

Prepared by: \_\_\_\_\_

## Appendix G – Elementary Center-Based Classroom Guidelines

AREA	LEVEL 2	LEVEL 3	LEVEL 4
<b>Academic</b>	<ul style="list-style-type: none"> <li>• Skill level about one-half of Chronological Age</li> <li>• Academic / Pre-Academic Skills</li> </ul>	<ul style="list-style-type: none"> <li>• Skill level about one-fourth of Chronological Age</li> <li>• Pre-Academic / Functional Academic Skills</li> </ul>	<ul style="list-style-type: none"> <li>• Due to limited communication it is hard to determine skill level</li> <li>• Pre-Vocational – interactions with environment</li> <li>• Requires 1:1 instruction</li> </ul>
<b>Inclusion Classroom / Community</b>	<ul style="list-style-type: none"> <li>• Classroom without assistance</li> <li>• Inclusion academic and social oriented</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom with/without assistance (individualized)</li> <li>• Inclusion social oriented</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom with assistance</li> <li>• Inclusion social oriented</li> </ul>
<b>Self Help / Daily Living</b>	<ul style="list-style-type: none"> <li>• Teaching daily living skills</li> <li>• Toilet Trained</li> <li>• Independent eating skills</li> </ul>	<ul style="list-style-type: none"> <li>• Assisting in daily living skills</li> <li>• Toilet or trip trained/diapers</li> <li>• Teaching eating skills – eating behavior</li> </ul>	<ul style="list-style-type: none"> <li>• Provide daily living skills</li> <li>• Diapers or trip trained</li> <li>• Teaching eating skills – complete or a lot of physical assistance is needed</li> </ul>
<b>Communication</b>	<ul style="list-style-type: none"> <li>• Express needs except when frustrated</li> <li>• Participates in conversations when prompted</li> <li>• Follows one or two step directions</li> </ul>	<ul style="list-style-type: none"> <li>• Combination of verbal and augmentative communication</li> <li>• Benefits from a functional communication system whether verbal or augmentative</li> <li>• Follows one or two step directions</li> </ul>	<ul style="list-style-type: none"> <li>• Non-verbal or limited verbal skills</li> <li>• Developing an augmentative communication system</li> <li>• Extreme difficulty following one step directions</li> <li>• Non-responsive</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• May require behavior management plans</li> </ul>	<ul style="list-style-type: none"> <li>• May require behavior management plans</li> </ul>	<ul style="list-style-type: none"> <li>• Mobility or Medically Fragile</li> <li>• Awareness of environment or other persons is limited</li> </ul>

## Appendix H – Secondary Center-Based Classroom Guidelines

{XE APPENDIX SPECIAL EDUCATION: SECONDARY CBC RUBRIC"} AREA	LEVEL 2	LEVEL 3	LEVEL 4
<b>Academic</b>	<ul style="list-style-type: none"> <li>• Modifications of regular ed (middle school) assignments</li> <li>• Skills level about one-half of Chronological Age</li> <li>• Special Ed instruction for academics</li> <li>• Can be grouped with some independence</li> <li>• Concrete/structured routines and instruction</li> </ul>	<ul style="list-style-type: none"> <li>• Specially designed, task analyzed instruction</li> <li>• Skill level about one-fourth of Chronological Age</li> <li>• Repetitive instruction</li> <li>• Needs more 1:1, 1:2 instruction</li> <li>• Tactile and visual instruction</li> <li>• Concrete/structured routines and instruction</li> </ul>	<ul style="list-style-type: none"> <li>• Technology, physically manipulated assignments</li> <li>• Tactile/visual instruction</li> <li>• Due to limited communication, hard to determine skill level</li> <li>• Repetitive instruction</li> <li>• 1:1 instruction</li> <li>• Concrete/structured routines and instruction</li> </ul>
<b>Inclusion</b>	<ul style="list-style-type: none"> <li>• Some academic benefit accrued through participation</li> <li>• Modifications necessary to general ed curriculum</li> <li>• Peer interaction experiences, without support</li> <li>• May need adult monitoring or assistance, especially in dangerous (tech. ed.) classrooms</li> <li>• Regular Ed electives with support</li> </ul>	<ul style="list-style-type: none"> <li>• “Parallel” activities / adaptations</li> <li>• Need adult supervision or possible peer buddies to go with student, if no behavior difficulties</li> <li>• Can be included in extra class (lunch, assembly, etc.) activities, with support or monitoring</li> <li>• Regular Ed electives with support</li> </ul>	<ul style="list-style-type: none"> <li>• Limited inclusion for social interactions – supervision and assistance necessary</li> </ul>
<b>Self-Help</b>	<ul style="list-style-type: none"> <li>• Peer oriented</li> <li>• Reminders, verbal prompts</li> <li>• Effective teaching of skills</li> <li>• Getting around school/ community is usually independent</li> <li>• Request/ask for help with needs</li> <li>• Teach self-determination</li> <li>• Socially immature, need gentle help on relationship building, self-protecting</li> <li>• Teaching daily living skills</li> </ul>	<ul style="list-style-type: none"> <li>• More reminders or monitoring needed for teaching skills</li> <li>• Can learn to get around school independently, bus needs monitoring</li> <li>• Need adult supervision in community, no more than 1:3</li> <li>• Socially immature, delayed</li> <li>• Assisting in daily living skills</li> </ul>	<ul style="list-style-type: none"> <li>• Very direct (adult) hygiene support, 1:1 (diapering, hand washing etc.) Sometimes, with behavior, size, body posturing, need more help (2 or 3 to one student)</li> <li>• Need someone monitoring them everywhere, all the time</li> <li>• Aggressive behaviors big concern due to size, strength/experiences of kids</li> <li>• Providing many daily living skills</li> </ul>

## Appendix H– Secondary Center Based Classroom Guidelines

<b>Vocational</b>	<ul style="list-style-type: none"> <li>• At the middle school level, can handle some teacher assistant positions independently</li> <li>• 11<sup>th</sup>-12<sup>th</sup> – initial job coaching</li> <li>• Bigger groups available (1:6)</li> <li>• Participate in independent work experience</li> <li>• May go into Transition @ age 18</li> </ul>	<ul style="list-style-type: none"> <li>• Off or on campus work crews (1:3 ratio)</li> <li>• Some have their own jobs, with someone checking on them (more coaching, fewer have own jobs)</li> <li>• Many on 1:3 crew</li> <li>• Can be independent on tasks with same daily routine and sequence</li> <li>• May go into Transition at age 18</li> </ul>	<ul style="list-style-type: none"> <li>• Work crews off or on campus</li> <li>• “Protected” or picked worksites</li> </ul>
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## Appendix I – Special Education Staffing Formula

### Special Education Teacher – Staffing Factor Formula Sheet

BUILDING: \_\_\_\_\_ DATE: \_\_\_\_\_

Student Count by Student Need Factor:

Level 1 \_\_\_\_\_

Level 2 \_\_\_\_\_

Level 3 \_\_\_\_\_

Level 4 \_\_\_\_\_

## Appendix J – Special Education Paraeducator Time

### Special Education Paraeducator Time for Classrooms

Assistant time generated by student's level of need in hours per day:

• ECC / ECSEC	_____	x 0.67	=	_____
• Elementary Learning Support	_____	x 0.2308	=	_____
• Secondary MS Learning Support	_____	x 0.2142	=	_____
• Secondary HS Learning Support	_____	x .02000	=	_____
• ALC	_____	x 0.43	=	_____
• LSC	_____	x 0.67	=	_____
• DSC	_____	x 1.71	=	_____
• SLC Elementary	_____	x 1.09	=	_____
• SLC Secondary	_____	x 0.80	=	_____
• SCIP	_____	x 1.20	=	_____
• Transition	_____	x 0.67	=	_____
• K-1	_____	x 0.43	=	_____
<b>Current Total # of Students</b>	_____	<b>TOTAL Hrs. generated</b>		_____

Learning support and self-contained classrooms will add up the individual level factors for each student with all other students in the classroom to get the total paraeducator time for any given classroom. Students requiring individual (1:1 or 1:2) assistance will be excluded from this calculation.

## **Appendix K – RCW 28A.600.020**

### **Exclusion of student from classroom—Written disciplinary procedures—Long-term suspension or expulsion.**

(1) The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

(2) Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

(3) In order to preserve a beneficial learning environment for all students and to maintain good order and discipline in each classroom, every school district board of directors shall provide that written procedures are developed for administering discipline at each school within the District. Such procedures shall be developed with the participation of parents and the community, and shall provide that the teacher, principal or designee, and other authorities designated by the board of directors, make every reasonable attempt to involve the parent or guardian and the student in the resolution of student discipline problems. Such procedures shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in subsection (2) of this section if such students have repeatedly disrupted the learning of other students. The procedures must be consistent with the rules of the superintendent of public instruction and must provide for early involvement of parents in attempts to improve the student's behavior.

(4) The procedures shall assure, pursuant to RCW 28A.400.110, that all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

(5)(a) A principal shall consider imposing long-term suspension or expulsion as a sanction when deciding the appropriate disciplinary action for a student who, after July 27, 1997:

(i) Engages in two or more violations within a three-year period of RCW 9A.46.120, 28A.600.455, 28A.600.460, 28A.635.020, 28A.600.020, 28A.635.060, or 9A.41.280; or

(ii) Engages in one or more of the offenses listed in RCW 13.04.155.

(b) The principal shall communicate the disciplinary action taken by the principal to the school personnel who referred the student to the principal for disciplinary action.

(6) Any corrective action involving a suspension or expulsion from school for more than ten days must have an end date of not more than the length of an academic term, as defined by the school board, from the time of corrective action. Districts shall make reasonable efforts to assist students and parents in returning to an educational setting prior to and no later than the end date of the corrective action.

Where warranted based on public health or safety, a school may petition the superintendent of the school district, pursuant to policies and procedures adopted by the office of the superintendent of public instruction, for authorization to exceed the academic term limitation provided in this subsection. The superintendent of public instruction shall adopt rules outlining the limited circumstances in which a school may petition to exceed the academic term limitation, including safeguards to ensure that the school district has made every effort to plan for the student's return to school. School districts shall report to the office of the superintendent of public instruction the number of petitions made to the school board and the number of petitions granted on an annual basis.

(7) Nothing in this section prevents a public school district, educational service district, the Washington state center for childhood deafness and hearing loss, or the state school for the blind if it has suspended or expelled a student from the student's regular school setting from providing educational services to the student in an alternative setting or modifying the suspension or expulsion on a case-by-case basis. An alternative setting should be comparable, equitable, and appropriate to the regular education services a student would have received without the exclusionary discipline. Example alternative settings include alternative high schools, one-on-one tutoring, and online learning.

[2016 c 72 § 106; 2013 2nd sp.s. c 18 § 303; 2006 c 263 § 706; 1997 c 266 § 11; 1990 c 33 § 497; 1980 c 171 § 1; 1972 ex.s. c 142 § 5. Formerly RCW 28A.58.1011.]

**WAC 180-44-020** Regulatory provisions relating to RCW 28A.04.120(6) and 28A.58.101 -- Responsibilities related to discipline of pupils.

Teachers shall maintain good order and discipline in their classrooms at all times, and any neglect of this requirement shall constitute sufficient cause for dismissal.

## Appendix L – PLC Data Collection

Names:		Date:	
PLC Inquiry Focus:			
Components of the PLC cycle that we focused on today (highlight below)			
<b>What do we want students to know?</b> <ul style="list-style-type: none"> <li>○ Select high leverage standards</li> <li>○ Develop learning targets from standards</li> <li>○ Brainstorm “I can” statements</li> <li>○ Design standards-based assessments</li> <li>○ Design standards-based rubric</li> <li>○ Calibrate our understanding by taking the assessment as a PLC</li> </ul>	<b>How will we know they are learning?</b> <ul style="list-style-type: none"> <li>○ Calibrate the rubric with student work</li> <li>○ Discuss trends seen in the sample student calibration</li> <li>○ Collaboratively score the common assessment</li> </ul>	<b>How will we respond when they don’t learn?</b> <ul style="list-style-type: none"> <li>○ Revisit assessment / rubric to elicit student thinking</li> <li>○ Identify common misconceptions in student work</li> <li>○ Design interventions based on assessment data</li> <li>○ Design alternative assessment to address student misconceptions</li> <li>○ Brainstorm possible scaffolding to assist struggling students</li> <li>○ Identify entry points for students who may struggle</li> </ul>	<b>How will we respond when they do learn?</b> <ul style="list-style-type: none"> <li>○ Revisit assessment / rubric to elicit student thinking</li> <li>○ Identify opportunities for extensions using student work</li> <li>○ Brainstorm extensions based on data from student work</li> <li>○ Design assessments for extension of learning</li> </ul>
Work notes from today’s meeting:			
Students planned for:			
Next Meeting Agenda:		Ideas for Future:	

## Appendix M – Certificated Educational Employee Grievance Review Request

This form is to be utilized in initiating a formal grievance review request pursuant to procedures adopted for the processing of grievances under Article XII - Grievance and Arbitration Procedure of the Collective Bargaining Contract between the Evergreen Public Schools No. 114 and the Evergreen Education Association.

In formally presenting a grievance at Step 1 or Step 2, a new completed grievance Review Request Form addressed to the appropriate administrator shall be submitted. The request form from Step 2 shall accompany the Demand for Arbitration in Step 3.

To: \_\_\_\_\_

Title

Grievant's Position: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Title

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School Building: \_\_\_\_\_ Department: \_\_\_\_\_

1. In appealing to the next step, indicate by name and title who has officially reviewed the grievance to date as appropriate following completion of each step.

Consistent with the procedure for adjusting grievances, I have taken the following actions:

Step 1

\_\_\_\_\_  
Date Conference Held

\_\_\_\_\_  
Immediate Supervisor

Step 2

\_\_\_\_\_  
Date Conference Held

\_\_\_\_\_  
Administrative Services Center Administrator

**DEFINITIONS:** "Grievance" shall mean a specific complaint filed in writing by a certificated educational employee or the Association wherein it is alleged that there has been a violation, misinterpretation or misapplication of a specific provision of this Collective Bargaining Agreement between the District and the Association, and the policies, rules, regulations, and the procedures of the District, and the Administration directives.

2. The description of the grievance is: (cite specific provisions of the Collective Bargaining Agreement, policy, rule, regulation or procedure of the District or administration directive which has been violated, misinterpreted or misapplied.

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3. The adjustment sought is:

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

## Appendix N – In-Service Guidelines Letter of Agreement

<b>Guidelines for In-service, Professional Development and Early Release Days</b>
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### **Set-Up Leadership Team**

***GOAL:** Building leadership team will plan all building professional development related to strategies listed in School Improvement Plan (SIP).*

*Leadership Team should be an open and representative group with a commitment to and composition of:*

*Diversity  
Open invitation for participation  
All subjects/grade levels invited to participate  
Itinerant(s)  
Department leaders(s)  
Administrator(s)*

### **GENERAL GUIDELINES INCLUDE:**

- Authentic collaborative group/team work should be the norm. This time is to be used for collaborative work among grade level teams, vertical teams, departments, and job-alike specialists that leads to improved student performance.
- Through the course of the year, no more than ½ of the time will be used in large group sessions.
- Determine the type of activities based on the needs of groups/teams.
- Professional development agendas will be available prior to the meetings.
- Expectations/tasks should be clear and meaningful.
- Plan for the year should be adjusted as needs change based on data and needs of staff.
- Clock hours should be arranged consistent with the CBA.