

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

Duration: This tentative agreement determines wages, hours, terms and conditions of employment for 2018 - 2019 through 2019 - 2020 (two years).

Amend Section 4.01 as follows:

~~Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are~~ afforded to the Association as the legal representative for all employees covered under this Agreement. These rights and privileges as the exclusive bargaining representative for non-supervisory certificated employees afforded the Association as specifically enumerated in this Agreement shall not be granted to any competing other labor organization (labor or otherwise) or any minority organization seeking to represent employees represented by the Association except as otherwise provided in Sections 4.02 and 4.07 required by law.

Add a new Section 4.02.C as follows:

- C. The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes and adjacent to the employee's duty free lunch; and (c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

Add a new paragraph to Section 4.04 to read as follows:

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

Amend Section 4.06

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

Amend Section 4.07.A as follows (pending further discussion post-Janus):

SECTION 4.07 - ASSOCIATION DUES DEDUCTION AND AGENCY SHOP

- A. Association Dues Deduction

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

~~B. Agency Shop~~

~~No employee will be required to join the Association; however, those employees who are not Association members will have deducted from their salaries a representation fee. The District is authorized to deduct the required amount, from each monthly pay warrant. The amount of the representation fee will be determined by the Association and communicated to the Business Office in writing. representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.~~

~~In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.59 and Chapter 391-95 WAC.~~

C. Hold Harmless

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

Amend Section 5.01 as follows:

SECTION 5.01 - INDIVIDUAL RIGHTS

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

Amend Section 5.03.C as follows:

- C. An employee shall be entitled to have present a representative of the Association during a disciplinary conference, including any meetings held to conduct an investigation that could lead to disciplinary action; meetings held to allow the employee to know and respond to the evidence or testimony relevant to specific concern(s) or allegation(s); and any follow-up meetings conducted after disciplinary action has been taken. When a request for representation is made, the meeting will not be taken until the representatives have been given the opportunity to be present, provided the meeting is not delayed more than three (3) working days. The employee shall be advised of the right of representation prior to any such meeting or conference, as described above. Prior to any discipline being administered, the employee shall have the right to meet with the District to hear and respond to all information gathered during the investigation of the allegation(s).

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

Amend Section 5.03.G to read as follows:

- G. An employee may be temporarily removed from his or her regular assignment pending an investigation into alleged misconduct in accordance with the following:
1. This action shall not be considered disciplinary and shall be an administrative leave with full pay and benefits.

2. This action shall only be taken in situations when the employee's continued presence in the workplace could threaten or endanger children, self or others, disrupt the educational or work environment, or interfere with an investigation. The District will, at the time the employee is temporarily removed from his or her regular assignment, provide in writing to the Association President the specific reason(s) that warrant in the District's opinion why administrative leave is necessary and in accordance with this paragraph in this situation.
3. The Association will be notified at the time an employee is placed on administrative leave.
4. The employee and Association will be provided, in writing, the specific complaint or alleged incident to be investigated. The employee and Association will be updated in writing if the investigation extends to any other complaint or alleged misconduct.
5. The District will confiscate the employee's badge and school keys only in cases alleging theft, destruction of school property, or unauthorized access to district property. The District will block an individual's access to his/her district e-mail account only in cases alleging misuse of district technological resources.
6. The District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner. The administrative leave may extend beyond the investigation period no more than five (5) days, except when the District has given the employee a notice of probable cause for discharge.
7. The District will inform the Association when interviews are being conducted with a member of the Association and, upon employee request, provide the opportunity for the employee's Association representative to observe the interview.
8. The Association will be provided updates during any investigation including the current status, progress toward completion, anticipated conclusion and any expansion due to the nature, number or severity of the complaint or the number of individuals involved.
9. The employee shall retain electronic access to the employee's health benefits and payroll information, including Employee Online. The District will ensure that any "all staff" communication relevant to payroll or benefits will also be communicated to the employee in a timely manner. The District will make every effort to ensure the continuation of health insurance for any affected employee.

Add to Section 5.03

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

Amend Section 5.07.D as follows:

- D. To assist employees in the exercise of their student disciplinary efforts, the District, shall:
 1. Insure that the building administrator and employees in a school building shall confer at least annually in order to review written building and District disciplinary standards and to discuss uniform enforcement of those standards. This meeting may also be used to update all employees regarding applicable federal, state and

local laws and District rules, regulations and procedures pertaining to student rights and processing of student discipline.

2. Recognize and support an employee's use of such reasonable physical restraint as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from damage or theft. A student who has threatened, attacked, physically abused or injured an employee shall not be returned to the class or activity period without the consent of the employee or until the principal and the employee have conferred, whichever occurs first.
3. Recognize and support the right of employees to expect behavior from all students that is not in violation of applicable law, District policy or building procedures, including policies that protect students and staff from harassment, intimidation and bullying.
4. Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his/her classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the teacher has conferred with the principal or designee, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more alternative forms of corrective action. In no case shall an excluded student be returned for the balance of that class or activity period without the consent of the employee.
5. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student, and to participate in the development of behavior plans to address unsafe or disruptive behaviors from individual students. Where such recommendations are made, but not agreed to by the administration, the administration shall provide an explanation to the employee regarding their disposition of the recommendation.
6. Recognize the importance of communicating and responding ~~Respond within a reasonable period of time~~ to all employee requests regarding student discipline problems, by responding as soon as possible to all unsafe behaviors and within three school days to all other requests.
7. Inform any teacher about a student who evidences behavior(s) that could present a safety problem to students or the employee. Prior to the student's entry to a teacher's classroom, employees at risk will be informed of the nature of the dangerous behaviors the student may exhibit and a written safety plan will be provided that sets forth the boundaries and guidelines for the student's conduct.
8. Recognize the right of an employee directly involved in a student disciplinary or parent meeting to have an individual accompany him or her at the meeting. This clause does not relieve the parties of a duty to maintain student privacy under state or federal law.

Add a new Section 5.11.B.6 to read as follows:

6. The District will have an early Special Education transfer window in January. After this transfer window, the District may hire special education teachers and specialists (e.g., SLP,

OT, PT, school psychologists) before considering transfer requests under Section D.4 below.

Amend Section 5.11.C.2 as follows:

2. Requests for a change in assignment within a building and/or program are to be submitted to the building principal and/or program manager between March 1 and April 1 of each year. Assignments that offer additional compensation from outside third parties (ie: College in the High School) shall be publicized to all staff.

Amend Section 5.11.C.3 as follows:

3. When changes in employee's assignments are made for the ensuing school years, the employee shall be notified as early as possible, but no later than the last day of the current school year. This does not preclude changes in assignments after this date. Elementary general education classroom teachers shall not be involuntarily reassigned more than two (2) times over five (5) years (not including split grade-level classes formed from a teacher's current assignment). Upon request, an employee shall be provided specific reasons, in writing, why a requested assignment was denied, why an employee was given an involuntary reassignment, or did not receive a continuing contract.

Add Section 5.11.C.7.

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

Amend Section 5.11.D.2 to read as follows

D. Criteria for Transfer - Voluntary or as Unassigned Staff

2. Employees on probationary status in accordance with Article 10 will not be considered for transfer, unless otherwise agreed to by the District and Association. Teachers in their first five years teaching with a final cumulative evaluation score of 'Basic' shall be considered for any position for which they are qualified.

5.11.D.4.c to read as follows

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

Amend Section 5.11.G as follows:

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

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

Add a new Section 5.11.H to read as follows:

H. Intra-District Voluntary Staff Exchange

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

Add a new Section 5.11.I to read as follows:

I. Shared Contracts

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

Add a new Section 5.11.J to read as follows:

J. Staffing for New Schools and Worksites

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

Amend Section 5.12 as follows:

SECTION 5.12 – VIDEO-ELECTRONIC SECURITY

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

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

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

Amend Section 7.01.C.4 as follows:

C. Emergency Leave

4. In the event school(s) have a late start time due to weather conditions or other emergency closure circumstance, employees will be expected to arrive at school as close to the regular workday start time as is safe. Employees will not need to use Emergency Leave unless they arrive after the start of the student day. In the event school(s) have any early student dismissal due to weather conditions or other emergency closure circumstance, employees will be expected to remain on-site until the supervisory and safety concerns of students have been met. In such situations, there shall be no reduction of the employee's pay or deduction of leave benefits.

Amend Section 7.03.A and D as follows:

- A. A maternity disability leave of absence shall be granted upon an employee's request as a result of the employee's pregnancy-related disability for the period of time, before or after birth. Accumulated sick leave may be used during the period of disability. If the requested use of accumulated sick leave exceeds ~~four~~ six weeks, written verification from the employee's personal physician or licensed practitioner for the necessity of a longer period of maternity disability may be required by the District. An employee may take a leave without pay or use some and/or all of the employee's accumulated illness, injury, or emergency leave for maternity leave. An employee may also access shared leave for this purpose when authorized by and under conditions consistent with OSPI regulations.

D. Relationship to Other Leave

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

Amend Section 8.01 as follows (See separate Salary Schedule Exhibits):

A. ~~Pass Through of State Authorized and Funded Salaries~~ Base Salary Schedule

~~State authorized funds for salaries shall be applied during the term of this Agreement to the base salary schedule (Appendix 3A) in the manner and to the maximum allowed and funded under State appropriations law and implementing regulations. Said revisions shall be made in accordance with the following provisions:~~

- ~~1. Increments will be granted effective at the beginning of each school year. Remaining District pass-through funds will be used to increase the base salary schedule effective at the beginning of each school year, unless otherwise required by state law and regulations. These adjustments will be implemented to meet the September payroll.~~

The locally-bargained base salary schedules for the years covered by this agreement are in Appendix 3.

- ~~2. On or about March 1 of each year, the District, in consultation with the Association, will reexamine the calculations called for above in order to ensure both full use of salary increase capacity and compliance with the law. The District will then make any necessary adjustments on a timely and equitable basis.~~

The rules for placement on these schedules are identified in Section 8.03. A part-time employee will receive a pro rata share of the base salary based on the employee's full-time equivalency (FTE).

- ~~3. Prior to effectuating any of the increases or adjustments pursuant to paragraphs one (1) and two (2) above, the District will consult with the Association. If the parties are unable to agree on the amount and mechanics for any particular increase or adjustment, the underlying dispute will be treated as a negotiable matter rather than a contractual matter, and the disputed rights or obligations under paragraphs one (1) and/or two (2) above will be deemed null and void except as may be agreed in subsequent negotiations.~~

B. Contingent Reopener

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

C. TRI / Enrichment

- ~~1. The District and Association agree and affirm the following beliefs: (a) the success of the Everett School District is dependent upon hiring and retaining the highest quality teachers; (b) providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year; (c) state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (d) the additional commitment required of Everett's teachers cannot be accurately measured in hours or days; and (e) the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment. The locally-bargained TRI / Enrichment salary schedules for the years covered by this agreement are in Appendix 3.~~
2. Each employee will be issued a supplemental contract in recognition of additional responsibilities and incentives and as an incentive to provide the additional services that enrich the basic education program, including participation in self-selected professional learning.

- ~~3.~~ The supplemental contract recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:
- ~~a.~~ Preparation for school opening; and
 - ~~b.~~ Work connected with the conclusion of the school year;
 - ~~c.~~ Conferencing/communicating with students or parents;
 - ~~d.~~ Supporting school/student activities;
 - ~~e.~~ Providing individual help to students;
 - ~~f.~~ Evaluating student work;
 - ~~g.~~ Workshops, classes and in-service work;
 - ~~h.~~ Researching educational materials and supplies;
 - ~~i.~~ Improving and maintaining professional skills;
 - ~~j.~~ Preparation and revisions of materials;
 - ~~k.~~ Planning with other employees in areas of instruction and curriculum;
 - ~~l.~~ Working with computers and other technology as related to educational uses; and
 - ~~m.~~ Attending District and/or school-connected meetings such as PTSA, Open House, etc.

4.3. Compensation for these duties shall be in accordance with the TRI / Enrichment Salary Schedules in Appendix 3 and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this TRI / Enrichment supplemental contract stipend based on the employee's full-time equivalency (FTE).

5.4. In the event the District's maintenance and operations Educational Programs and Operations (Enrichment) levy does not pass, the District and Association will (a) meet and negotiate regarding continuance of any of these provisions of Section 8.01.C and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of Section 8.01.C provided that during these negotiations Article 14 herein shall be suspended, null and void and have no effect.

~~D.~~ **Salary Schedule Changes for 2015-16, 2016-17, and 2017-18**

~~1.6.~~ For the 2015-16 school year, each TRI salary schedule cell for steps 0 through 14 shall be increased by an amount equivalent to 2.25% of the corresponding cell on the final 2014-15 base salary schedule, and each TRI salary schedule cell for steps 15-29 shall be increased by an amount equivalent to 2.25% of the Step 14 cell for the corresponding column on the final 2014-15 base salary schedule.

~~2.7.~~ For the 2016-17 school year, each TRI salary schedule cell for steps 0 through 14 shall be increased by an amount equivalent to 2.5% of the corresponding cell on the final 2015-16 base salary schedule, and each TRI salary schedule cell for steps 15-29 shall be increased by an amount equivalent to 2.5% of the Step 14 cell for the corresponding column on the final 2015-16 base salary schedule.

~~3.8.~~ For the 2017-18 school year, each TRI salary schedule cell for steps 0 through 14 shall be increased by an amount equivalent to 3.0% of the corresponding cell on the final 2016-17 base salary schedule, and each TRI salary schedule cell for steps 15-29 shall be increased by an amount equivalent to 3.0% of the Step 14 cell for the corresponding column on the final 2016-17 base salary schedule.

~~4.9. The TRI salary schedule shall continue to reflect longevity steps of \$500 each, \$1,000, \$1,500 and \$2,000 at Steps 20-22, 23-25, 26-28 15-19, 20-24, 25-29 and 29+ 30+ respectively.~~

Amend the first sentence of Section 8.03.C.1 as follows:

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

Amend Section 8.03.C.6 as follows:

6. ~~Employees without a Masters Degree will only have access to the BA+135 column through the 1992-93 school year, provided credits have been reported, in accordance with Paragraph 5 above, by October 19, 1992. Subsequent to the 1992-93 school year, only employees with a Masters Degree will have access to the BA+135 column of the salary schedule. If the legislature revises the state salary allocation schedule to fund those with a BA+135, the District and EEA agree to renegotiate this paragraph with the intent to reflect legislative action on BA+135 funding.~~

Only employees with a Master's Degree will have access to the BA+135 column. The Master's Degree credits are part of the 135 credits.

Amend Section 8.03.H as follows:

H. Master's and Doctor's Degrees

~~Eight percent (8%) of the state minimum salary is added for the Master's degree on the base salary schedule. Ten percent (10%) of the state minimum salary is added for the Doctor's degree on the base salary schedule. Thus an employee with both a Master's and Doctor's degree would receive a total of eighteen percent (18%). On the TRI schedule, 8% of the base amount and 10% of the base amount is added for the Master's and Doctor's degree respectively. Thus an employee with both degrees would receive an amount equal to eighteen percent (18%) of the TRI base.~~

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

Amend Sections 8.04.A.1 and 2, Section 8.04.B as follows:

SECTION 8.04 - LENGTH OF CONTRACTS WORK YEAR AND EXTENDED CONTRACTS

A. Length of Contract Work Year

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

1. Employee services provided to the District on two (2) of the non-instructional work days will be timely to the needs of each employee in the implementation of programs and his/her classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the individual employee. One (1) of these days shall be on the Tuesday immediately preceding the first day

of the student school year. One (1) of these days shall be on the day between the semesters near the end of January. On the day between semesters, employees will have the discretion to work offsite with the expectation that grades will be submitted on time.

2. Employee services provided to the District on three (3) of the non-instructional work days will be timely to the needs of each employee in the implementation of programs and his/her classroom instruction as well as the employee's fulfillment of related responsibilities as planned and determined by the District, provided that no less than two (2) hours and a forty (40) minute duty-free lunch time shall be available on each day for individual implementation. For the 2018-19 and 2019-20 school years: two (2) of these days shall be scheduled prior to the school year; the remaining day shall be scheduled in October. For the two days prior to the school year, no less than two (2) hours and a forty (40) minute duty-free lunch time shall be available on each day for individual implementation. For the third day in October, the entire day will be District directed with the exception of the forty (40) minute duty-free lunch period.

B. Extensions

Any extension of days beyond the regular employee contract shall be paid on the prorated basis of ~~1/185th of the employee's base rate of pay~~ the per diem schedule in Appendix 3 for the school year in which service is rendered.

Amend Section 8.04.A.5 as follows:

5. Elementary/Middle School Conference Days shall be the first full week of November with five (5) consecutive school days in the eighth week of the school year. Elementary Spring Conference Days shall be five (5) consecutive days in the week prior to Spring Break. The type of conference shall be within the discretion of the employee. Conference preparation (a 2½ hour reduced student day for elementary and middle school students) shall be held in lieu of a Learning Improvement Friday on the Friday before the fall conference days. Conference preparation (a 2½ hour reduced student day for elementary students) shall be held in lieu of a Learning Improvement Friday on the Friday before the spring conference days. The format of the middle school conferencing (if applicable) shall be determined by the school leadership teams.

Add a new Section 8.04.A.9 to read as follows:

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

Add a new Section 8.04.A.10 to read as follows:

10. Spring Break will be five consecutive weekdays beginning on the Monday of the first full week of April.

Amend Section 8.04.C as follows:

C. Calendars

The school year calendar(s) for the term of this Agreement is/are set forth in Appendix 4.

The Association and the District will meet prior to April 1 for the purpose of agreeing upon a calendar for the school year following the expiration of this Agreement. If agreement is not reached by June 1, the District will establish the first day of school for students and may establish a calendar setting forth the work year for regular contracted employees which shall include the following: Every year, the District shall maintain and publish on its website school calendars for the following three school years identifying the dates of mandatory school holidays (Labor Day, Veterans Day, Thanksgiving, Native American Heritage Day, Martin Luther King Jr. Day, Presidents Day, and Memorial Day) and the elements of a school calendar consistent with Sections 8.04.A.6 (first day of school) 8.04.A.9 (winter break) and 8.04.A.10 (spring break) above. Other elements of the school year calendar shall be negotiated when this collective bargaining agreement is open.

1. ~~_____ A work year consistent with the provisions of A. above.~~
2. ~~_____ Holidays/Breaks as set forth in the current year's calendar.~~

Amend Section 8.04.D.2.a (Learning Improvement Fridays) as follows:

- a. Administrator-facilitated Fridays: Administrators will engage with collegial teams on matters related to the continuous improvement of instruction, school programs, professional growth, student learning opportunities and best instructional practices. Agendas, documentation and notes will not be required for these activities. Larger staff meetings might be needed to facilitate this work. Singletons and partial FTE employees will work with their principals to develop a plan regarding their use of this time.

Amend Section 8.05.A as follows (High School Nonathletic Assignments):

A. High School Nonathletic Assignments

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

1. Amounts

	STEP 1	STEP 2
Group A	\$4,894 <u>\$5252</u>	\$5,259 <u>\$5647</u>
Group B	\$3,318 <u>\$3563</u>	\$3,565 <u>\$3827</u>
Group C	\$2,263 <u>\$2430</u>	\$2,437 <u>\$2617</u>
Group D	\$1,698 <u>\$1824</u>	\$1,826 <u>\$1961</u>
2. Groups ~~(2018-19)~~
 - Group A: Band, Jazz Band, Marching Band, Choir, Jazz Choir, Drama (2 productions/year)
 - Group B: Drama (2 plays productions/year), Choir, Jazz Choir, school paper, annual, Robotics club, Orchestra
 - Group C: Honor society, senior class advisor, 'trivia' teams
 - Group D: Junior, Sophomore, and Freshman class advisors, math club, world language club
3. For each year of this Agreement, these amounts shall be increased by the percentage increase in the District's allowed minimum base salary for state salary compliance implicit price deflator identified as the inflationary adjustment to state salary funding formulas when such increases are applied by the state.

Amend Section 8.05.D as follows:

- D. All other non-athletic assignments requiring professional certification to be performed will be paid based on the employee's per diem hourly rate of pay during the current work year (~~base salary + 185 + 7.5 identified in Appendix 3~~) prorated to the nearest quarter of an hour for time so worked. Employees, prior to such service, will be informed of the total hours to be worked for compensation.

Amend Section 8.06 as follows:

SECTION 8.06 - HOURLY RATE SERVICES

The following hourly rates shall apply for the indicated activity:

- A. Driver Training Instructor: ~~The index figure of .00084 is multiplied by the state minimum base salary figure (BA+0, Step 0) to determine the base per diem hourly rate identified in Appendix 3 for the school year in which service is rendered.~~
- B. Workshop and Curriculum Work: Compensation will be at the employee's per diem hourly rate of pay (~~base salary + 185 + 7.5 identified in Appendix 3~~) prorated to the nearest quarter of an hour for time so worked. New employees who have not yet worked the first day of a contracted year for the District shall be paid the ~~current year average per diem hourly rate for an employee with a bachelor's degree, zero additional credits, and zero years of experience~~ for attending workshops and curriculum activities during the summer prior to their first contracted day. ~~This rate shall apply to any new employee orientation days scheduled during the Summer of 2003 and thereafter.~~

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

- C. Summer School Instructor: The rate for Summer School Instructor will be based on the employee's hourly per diem rate of pay during the current work year (~~base salary + 185 + 7.5 identified in Appendix 3~~) prorated to the nearest quarter of an hour for time so worked. An employee hired as a Summer School Instructor but not otherwise employed by the District in a regular base contract position shall be paid the per diem hourly rate of pay for an employee with a bachelor's degree, zero additional credits, and zero years of experience.
- D. Home/Hospital: ~~The index figure of .00064 is multiplied by the state minimum base salary figure (BA+0, Step 0) to determine the hourly rate per diem hourly rate identified in Appendix 3 for the school year in which service is rendered. An employee hired as a Home/Hospital Instructor but not otherwise employed by the District in a regular base contract position shall be paid the per diem hourly rate of pay for an employee with a bachelor's degree, zero additional credits, and zero years of experience.~~
- E. Additional Academic Programs: When an employee performs additional duties during times other than the normal workday or workyear for designing instruction, delivering instruction, analyzing assessment data, assigning a grade or granting credit, the rate of pay will be based on the employee's hourly per diem rate during the current work year (see Appendix 3). Employees, prior to such service, will be informed of the total hours to be worked for compensation.

Add Section 8.06.F to read as follows:

- F. Employees participating on interview teams after the last day of school shall be compensated at their per diem rate.

Amend Section 8.07

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

Amend Section 8.10.C as follows:

- C. An enrollment period for continuing employees shall be from October 20 through November 15 each year, provided that the Trustees may extend this period or add other open enrollment periods. New employees shall elect insurance coverages within thirty (30) days of employment (commencing from the first actual working day). All enrollment procedures shall be handled through the Human Resources Department. It is the responsibility of the employee to notify the Human Resources Department of changes in dependent statuses, addresses, and other relevant information. Employees who select a termination of coverage shall receive an email notification informing them they have terminated their coverage and will confirm their health care choice before it takes effect.

Amend Section 8.10.H to read as follows:

- H. The District will contribute \$30 each month to an employee's Flexible Spending Account or monthly pay \$30 to the employee who selects a medical plan that requires by the Trust a monthly contribution in excess of two hundred dollars (\$200). A pro-rata amount will be contributed or paid by the District for those employees who are less than a 1.0 FTE. It is understood that if the District transitions to a public health plan (i.e., SEBB or PEBB) or has the option to transition to a public health plan, this is a mandatory subject of bargaining and would reopen Section 8.10 of the CBA. The payment provision in this paragraph is suspended for the duration of the agreement.

Amend Section 8.11.A as follows:

- A. Employees will be nominated by themselves, their respective departments or grade-levels and selected by the school's administration to serve on their school's leadership team. Each high school shall receive three hundred twenty-five (\$325) per full-time equivalent (FTE) employee for school leadership. Each middle school will receive twelve (12) stipends of ~~\$500~~ \$750 each for school leadership. Each elementary school will receive ten (10) stipends of ~~\$300~~ \$750 each for school leadership. The Special Education program will have a leadership team with a minimum of ten (10) stipends at \$750 each for program shared leadership.

Amend Section 8.11.E as follows:

- E. The District and Association support the concept of shared leadership to maintain a productive educational system. The educational system is a network of interdependent

parts including all schools' employees, students, work sites, board and community respecting each other and continuously functioning together as a whole in order to attain the core mission and related goals. A system supports and sustains its parts. Supporting and sustaining the current system includes timely and productive communication between the District and Association about pending District priorities, proposed new initiatives and other potential impacts to employee workload.

Add a new Section 8.11.F to read as follows:

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

Amend the second paragraph of Section 8.12 as follows:

Payment shall be at the employee's base per diem hourly rate of pay (~~base salary ÷ 185 ÷ 7.5 Appendix 3~~). Employees whose supplemental contract requires them to start work prior to the effective date of a contract shall nevertheless be considered to be working under the new contractual agreement.

Section 8.16 ("super FTE" personal leave)

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

Amend Section 8.17 – the first and only line in the second paragraph as follows:

~~Employees who have not completed the mandatory annual SafeSchool Trainings on their own time, will be given time during district-directed contractual meeting time.~~

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

Amend Section 9.01.A.2.c as follows:

- c. Three (3) extensions shall be "call backs" to the school building during evening hours to participate in school open houses, and shall not exceed 2.5 hours in length. It is understood that the term "school open houses" encompasses such activities as back-to-school and curriculum nights. Prior to the first student day, administrators will identify the dates and times of the year's "call backs" for each employee. If an employee attends more than three call backs at an administrator's request, the employee will be compensated at the employee's per diem hourly rate of pay.

Amend Section 9.01.A.6 as follows:

6. Except in emergency situations, no employee will be required to perform student recess or lunch supervisory duty. No K-5 employee will be required to perform student supervision duties when students arrive or depart from school. ~~Middle school employees may be assigned student supervision duties for an area of the school campus when students arrive or depart school provided (a) such duties are spread among employees on a periodic, equitable, rotating schedule; (b) such duties extend no more than ten (10) minutes before or after school; and (c) employees have flexibility to arrange alternative coverage.~~ Except for emergency situations, high school employees Secondary employees will regularly may only be expected to maintain visibility in hallways around their classrooms when students arrive or depart from school and in between classes.

Section 9.01.B.2 (Elem meetings)

2. Applicable only to K-5 Employees
 - a. The District will provide preparation time for K-5 teachers including program specialists and library media specialists so that no less than one hundred eighty (180) minutes will be provided weekly within the student day in blocks of no less than thirty (30) continuous minutes, excluding daily passing time. These employees also have preparation time outside the 6.25 hour student day, but within the 7.5 hour work day. Therefore, these employees shall not be scheduled to attend more than one staff meeting per week during the time before or after the student day but within the work day. This weekly meeting will be announced to staff no later than the Friday the week before.

Add a new Section 9.01.F to read as follows:

- F. Facilitators assigned to the CRC shall review expectations and responsibilities, including workday and work year schedules, with their direct supervisor each year to comply with the collective bargaining agreement.

Amend Section 9.02.A.3 as follows:

3. After the 10th student day, teachers shall be given prior notice of any new student entering their class. Prior to the student entering the class, the student will be provided a desk, required technology for the grade level, and any other supplies offered to students in the class. Prior to moving current elementary students between grade-level classes, the potentially impacted employees shall be consulted and given an opportunity to suggest alternative placement of the student unless there are FERPA concerns or there is a threat posed by the student.

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

Section 9.02.A.5. (PE classes)

5. For classes where there exist physical limitations as to the safe or practical number of students or operating student work stations (such as classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or

special work stations of a highly individualized nature), the maximum number of students in such classes will be determined by the building administrator after consultation with and receiving the advice of the teacher providing the instruction in the classroom. For Physical Education classes, adequate equipment shall be provided to meet the class size assigned.

Amend Section 9.02.B, delete Sections 9.02.B.2 and 4, and add a new subsection 5 that reads as follows:

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

For elementary class sizes over the goals identified below (goals 1, 2, 3, 4, 5, and 6), the District will compensate the affected employee at the rate of \$15 for each student day above the identified goal when one or more students are assigned above the goal. For the elementary class size goal for specialists (goal 12), the District will compensate the affected employee at the rate of \$2 for each student day for each class above the identified goal when one or more students are assigned above the goal. Student counts will be made on the first student day of each month of the school year beginning in October. Payment amounts will be based on the count day for the remainder of each month. Payment for September shall be made retroactively based on the October count date. Students shall be evenly assigned to teachers at each grade level to assure equitable class sizes. A student who spends fifty-percent (50%) of the student-day in a teacher's classroom for instructional purposes shall be assigned to that teacher's student count.

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

- ~~2. Combined Grades K-1
Daily FTE students equals twenty-four (24) or fewer students.~~
- ~~4. Combined Grades 3-4
Twenty-five (25) or fewer students assigned to each classroom teacher.~~
5. Elementary Combined Grades
Each general education combined grade classroom will have three (3) fewer students than the lower grade level goal. Each highly capable combined grade classroom will have the number of the lower grade level, and will receive one additional release day per semester for planning.

Section 9.02.B.6

- D. The District, in cooperation with the Everett Education Association President, will assure employees impacted by decisions made at the district-level which affect their classroom or assignment will be represented during the decision-making and implementation processes. It is understood that this decision and implementation model will be used in exploring including, but not limited to, the following during the duration of this contract:
 - ~~4. Increased credit earning opportunities for high school students.~~

- ~~2-1.~~ Opportunities to support instructional technology integration in the classroom and technology competencies among students and staff.
- ~~3-2.~~ Middle School Parent/teacher conferences / parent engagement.
- ~~4.~~ Splitting extended resource classrooms.
- 3. Middle school student day / Seven Period Day / High School Credit in MS
- 4. Pathways / Honors / Pre-AP

Section 9.02.B.

- 10. Secondary Counselors
A caseload of 350 or fewer students assigned to each counselor in grades ~~6-8~~ 6-12 and each middle school shall be provided a minimum of three (3) 1.0 FTE counselors. ~~Each counselor in grades 9-12 shall have a caseload of 400 or fewer students.~~ The assignment and distribution of student caseload for secondary counselors will occur once each school year with the goal of ensuring the greatest possible continuity of services for the student during his/her enrollment at the school.
- 11. Elementary Counselors
Each elementary school will be assigned a 1.0 counselor. An elementary counselor with a caseload greater than 700 students shall have workload relief through the assignment of additional 0.5 FTE certificated counselors staffed at the school.
- 12. Elementary Specialists
Music, library, physical education and other program specialists are assigned the corresponding grade level goal of students for each instructional period. The Association shall be consulted when specialists allocations to a building changes. All libraries shall receive a minimum of 1-hour clerical or paraeducator assistant time per day. A librarian assigned more than 600 students will receive an additional 1-hour clerical or paraeducator assistant time per day.

Amend 9.02 as follows:

Amend Section 9.02.B.9 as follows:

- 9. Speech/Language Pathologist (SLP)
Forty-five (45) or fewer students assigned to each SLP. Students are weighted: 3.0 technology dependent, all others 1.0 for caseload assignment. ~~Any SLP with greater than fifty (50) weighted students will be assigned SLP Assistant time of no less than one hundred eighty (180) minutes each week.~~ The caseload committee shall meet monthly to consider caseloads and requests from the department. The committee will review each SLP and school caseload to recommend SLP Assistant (SLPA) support based on caseload as of the count date. SLPA changes will be made on a monthly basis. Any SLP with greater than fifty-five (55) students, including weighted students, will be assigned SLPA time in increments of 1 day per week or more depending on caseload numbers and overall needs in the department. ~~no less than an additional ninety (90) minutes assistant time each week.~~

Amend Section 9.02.B.16 as follows:

- 16. Psychologists
Staffing district-wide at a 1.0 FTE psychologist per 1000 students and a 1.0 FTE psychologist per 750 students at buildings with Positive-Behavior Support (Achieve) programs. Assignment of school psychologist FTE to buildings shall be determined after consulting with the school psychologists as a group on the unique needs and caseloads of particular buildings. Students who are birth to 3 and 18 to 21 years of age shall count on the psychologist staffing calculation above.

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

27. Itinerant staff members

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

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

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

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

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

D. Special Services Overload

Within two weeks of notice that an employee is in overload, Special Services shall provide the affected employee a written report of supports that will be provided to the employee.

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

<u>Level/Program</u>	<u>Tier one</u>	<u>Tier two</u>
<u>Elementary RR</u>	<u>28 – 2 para hrs/day</u>	<u>30 – 6.5 para hrs/day</u>
<u>Middle and High School RR</u>	<u>33 – 2 para hrs/day</u>	<u>35 – 6.5 para hrs/day</u>
<u>Pre-School / Developmental Kindergarten</u>	<u>11 – 4 para hrs/day</u>	<u>13 – 6.5 para hrs/day</u>
<u>Life Skills, Achieve, Strive</u>	<u>12 – 2 para hrs/day</u>	<u>15 – 6.5 para hrs/day</u>
<u>Extended RR, Goal</u>	<u>18 – 2 para hrs/day</u>	<u>20 – 6.5 para hrs/day</u>

Amend Section 9.14.A as follows:

- A. In order to address the unique workload concerns of employees in special education programs, each special education staff member shall be given a supplemental contract for ~~four (4)~~ eight (8) additional days (~~30~~ 60 hours) at the individual's per diem rate of pay and/or ~~four (4)~~ eight (8) release days each year to prepare individual education plans and/or assessment reports to meet the state file review standards, or hold meetings related to such responsibilities as determined by the employee. Employees may utilize a combination of additional days pay and release days provided that employees using release days must do so prior to June 30. Per diem hours must be submitted monthly.

Amend Section 9.14.E, F and G as follows:

- E. Para-Professional time shall be provided to special education teachers as allocated below:
- Two 1.0 FTE paras for each 1.0 Life Skills, Extended Resource, PBS Class, Developmental K.
 - ~~One~~ Two 0.8 FTE paras for each 1.0 Pre-school teacher.

For the purposes of this paragraph a 1.0 FTE is defined as 6.5 hours per day. One-on-one para support identified in a student's IEP does not count towards this allocation, provided the assignment of paras within the building may be flexible depending on the needs of the students.

~~No later than the second semester of the 2015-16 school year, p~~Paraeducator hours shall be allocated to each secondary building to support resource room teachers as follows:

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

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

- F. The District shall provide, at the minimum, the following classified employee support for special education documentation/paperwork at each school:
- Twenty (20) hours per week at each comprehensive high school;
 - ~~A district-wide average of Fifteen (15) hours per week at each middle school and Sequoia and no less than twelve (12) hours per week at any school;~~ and
 - ~~A district-wide average of five (5) hours per week and no less than four (4)~~ Five (5) hours per week at each elementary school.
- ~~G. An ad hoc committee of special education administrators and special education employees appointed by the Association shall meet each year by October 1 to recommend and plan professional development, and review and approve programs for which credits necessary for state or national certifications can be earned. Staff members shall be encouraged to recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction, including courses for employees who will be responsible for new curricular programs. Where feasible and possible, in-service courses shall be designed and offered for college credit.~~

Amend Section 9.03.B and add a new 9.03.L to read as follows:

- B. A work area containing equipment and supplies to aid in the preparation of instructional materials. Employees will not have a limit placed on the number of paper copies produced, provided that employees may be expected to work within assigned budgets.
- L. Department, grade level and/or school budgets (depending on the practice at the school) shall be available for review and discussion upon request. Supplies and materials purchased through these budgets shall be accessible to the employees for whom they are intended.

New Section 9.03

- K. The District will maintain custodial standards that expect trash to be emptied from classrooms daily, and classrooms to be vacuumed or swept on a regular basis.

New Section 9.03.M.

- M. The District shall provide technology to employees. It is understood that each employee has specific and differentiated technology needs to meet the demands of his or her assignment and to implement a culture of 1:1 learning. Employees shall have the right to keep their work stations until non-functioning or threatening to the integrity or security of the district network. School leadership teams shall determine when 1:1 devices will be collected. Employees needing additional peripheral equipment shall make a request to the technology department.

Add a new Section 9.07.B.3 to read as follows:

3. If an administrator adjusts an individual student grade, the administrator will inform the instructor of record.

Amend Section 9.08 as follows:

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

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

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

Amend Section 9.11 as follows:

SECTION 9.11 - NEW TEACHER INDUCTION ASSISTANCE

- A. The District and Association share a mutual interest in providing differentiated and flexible sources of support for teachers new to Everett Public Schools. This support shall include an induction and ~~mentoring~~ support component with the following elements.
1. Prior to the first day of work, four (4) days will be provided to all new employees for the purpose of induction. These days will be divided as follows:
 - a. Three (3) days for EPS orientation, human resources basic needs, district professional learning and curriculum content, and meeting with an assigned ~~mentor~~ building support colleague.
 - b. One (1) day for individually-directed time for set-up of the employee's learning space, of which up to two (2) hours will be used for meeting with their principal/evaluator, reviewing their assignment, and participating in a building orientation. The employee's workstation, furniture (student and teacher), supplies, and curriculum will be available on this day, and if not, a list of missing items will be submitted to the principal who will communicate a timeline for delivery. This day shall be scheduled second in any series of days provided.

- c. If the District needs to add or reduce the number of induction days, the Association shall be notified by June 30 of the previous school year.
2. ~~A survey will be conducted of new hires to determine a menu of professional development offerings for the year. From this menu, t~~ Teachers new to Everett may attend up to five (5) trainings of two (2) hours in length after school throughout the year and offered clock hours and paid at their per diem rate. New teachers will select trainings based on need and relevance. Teachers new to the profession may continue attending for their second and third year and offered clock hours.
3. Each teacher new to the district will be assigned a ~~mentor~~ building support colleague for his or her first year. ~~Mentors~~ Building support colleagues will be chosen from solicited volunteers and matched with ~~mentees~~ new hires based on need and fit. ~~A mentor will be assigned for an employee's second and/or third year in the profession upon mutual agreement of the employee and the employee's supervisor. Mentors and mentees will attend a required two (2) hour training after school in September.~~
4. ~~Mentors~~ Building support colleagues will ~~attend an annual training and~~ receive a stipend of \$350 for regularly meeting with and supporting each ~~mentee~~ new hire throughout the year. ~~Mentors~~ Building support colleagues will be limited to ~~two (2) mentees~~ three (3) inductees a year. ~~Except for the required September training, attendance at new teacher trainings shall be optional. If the mentor chooses to attend, they shall be offered clock hours.~~
5. At least two (2) condensed make-up opportunities for the induction of new hires will be provided throughout the year.
6. All instructional departments shall coordinate the scheduling of release days for new employees.

B. New Teacher Assistance Beginning Educator Induction

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

1. No ~~new~~ first year teacher will be involuntarily assigned more than two (2) course preparations (6-12) or a split class (K-5). In the exceptions where there are more than two preps or a split class for a new teacher, the principal shall consult Human Resources and the Association prior to finalization of the teacher's schedule. If, after consultation, the assignment is not changed, a plan will be developed with the teacher and the new teacher's ~~mentor~~ Instructional Facilitator that provides additional resources (e.g., pre-existing materials, common planning time, volunteers, interns, additional release time) to support the teacher's success.
2. A ~~new~~ first year teacher will be assigned a single instructional site within a building for his/her classroom instruction of all assigned students, except for teachers with multiple subjects that require specialized learning stations. Exceptions may be made for buildings undergoing construction/renovation, provided that the District will minimize the disruption for these first-year teachers.
3. The regular classroom/instructional site of a ~~new~~ first year teacher will be made available during his/her preparation period of time. He/she will have one of his/her instructional rooms available for use during the preparation period.

4. A teacher identified as a provisional status employee in accordance with the state statute shall not have his/her contract non-renewed unless first receiving notice and assistance in accordance with the evaluation provisions of Article 10.00. A teacher who has completed at least one full continuous school year (starting no later than October 1) with the Everett School District on a non-continuing contract shall not be considered a provisional status employee in the Everett School District for more than one school year.
5. A ~~new employee~~ first year teacher, at his/her option, shall be granted up to three (3) days released time to be scheduled at the employee's discretion for individual planning, observations or work with the employee's ~~mentor~~ Instructional Facilitator.
6. ~~Employees new to the profession~~ First year teachers shall not be pulled out of the classroom by the District during the month of September except when employees were hired after the new employee orientation in August, or when necessary for an employee to deliver the teacher's assigned curriculum.
7. First year teachers are recognized as any teacher who has worked less than 180 contracted days. Second year teachers are recognized as any teacher who has worked between 180 and 359 contracted days.
8. All first year teachers shall be assigned an Instructional Facilitator who shall provide at least two (2) non-evaluative, confidential coaching cycles with classroom observations and feedback. Instructional Facilitators may, within available time and staffing, support second year teachers with observation and feedback at the request of the teacher or the Instructional Facilitator.
9. First year teachers, at their discretion, may attend trainings tailored to support beginning educator needs after school throughout the year and offered clock hours.
10. Sections 5 through 9 are contingent upon continued funding under the BEST grant.

Amend Section 9.13.B-E as follows:

B. Kindergarten

1. ~~Each Kindergarten teacher that teaches two class sessions per day (AM and PM Kindergarten sessions) will be offered up to eight (8) days of released time to conduct conferencing/student assessment activities.~~
- 2.1. Each Kindergarten teacher that teaches one class session over the full day (All Day Kindergarten) will be offered up to four (4) days of release time to conduct assessment activities.
3. ~~Teachers teaching half time (AM or PM Kindergarten session) will receive up to eight (8) half (½) days of release time to conduct conferencing/student assessment activities. Half-time Kindergarten teachers may elect to work some or all of these half (½) days in lieu of release time. Such additional work will be compensated at the individual's per diem rate.~~
- 4.2. Substitutes will be provided for this release time for teachers in the paragraphs 4, 2 ~~and 3~~ above. The release time may be taken at a time mutually agreeable with the employee and his/her principal.

- C. There will be an annual middle school conference of five (5) days in the Fall with students being released two and one-half (2½) hours early on each of the conference days.
- D. Prior to the conference week(s) (elementary and middle school), the time provided by two and one-half (2½) hour early releases may be used by employees to prepare for conferences.
- E. Levels which are not releasing students early in accordance with the paragraphs above shall have school days of regular instructional length.

Amend Section 9.13.F as follows:

~~F.~~ E. With respect to formal parent-teacher conferences, the following shall apply:

- 5. During the conference weeks, elementary teachers will be provided 120-150 minutes of planning time in blocks of at least 30 minutes; conferencing teachers will have their lunch and planning time before students leave school and non-conferencing teachers will have lunch and planning time after students leave school. Principals will work with any specialist requesting a break of no less than ten (10) minutes prior to the end of the student day. Except in the rare circumstances that a specialist is requested to attend a specific parent conference by the principal, classroom teacher or parent, specialists will use professional discretion and judgement to conference with parents or use the time for planning or program maintenance.

Amend Section 9.16 (Assessments) as follows:

SECTION 9.16 - STUDENT ASSESSMENTS

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

- A. *No state assessments will be conducted before the state-mandated start date, except that an employee may voluntarily participate in piloting or field-testing of assessments to the extent he/she determines. Teachers are encouraged to provide opportunities for students to practice and prepare for the SBA, but the OSPI interim SBA assessments are not required.*
- B. *School-based teams will use, modify, adapt, and enhance District-adopted instructional materials to meet the state established standards. Teacher teams, working with their principals, will ensure assessments are aligned, informative, supported, and timely. From the natural course of this work, teachers and principals will use data to evaluate students, provide support, improve instruction, and inform decisions made at the classroom, school, and district-level.*
- C. Students with a special education IEP will participate in district and state assessments unless an exception is identified in the IEP. During SBA testing, special education staff will be utilized as much as possible to meet the needs of special education students. Building administrators and special education staff shall consider the needs of special education students who are not participating in assessments within the building schedule/plan for SBA testing. Special education teachers administering district and state assessments shall not be required to make-up IEP designated minutes for students taking these assessments.

- D. The list of State or Federal required and District student performance assessments to be conducted is identified in Appendix 7.
- E. For grades K-2, Upon employee request, the following number of days of released time will be provided to each employee assigned to administer the Developmental Reading Assessment II:
- i. No less than one (1) day for each assigned class section for Kindergarten teachers. If a school Kindergarten team decides to add a Winter DRA, an additional day will be provided;
 - ii. No less than four (4) days for First and Second and Third-Grade teachers;
 - iii. ~~No less than one (1) day per assessment period for Fourth and Fifth Grade teachers~~
 - iv. ~~Upon request the district will input the required DRA assessment scores for classroom teachers. Teachers must have the completed data turned in by the last day of the assessment window. If data is late, entry becomes the teacher's responsibility.~~
 - v. iii. The District will provide no less than one-half (0.5) day of additional released time for classes that exceed the class size goals in Section 9.02. at the beginning of each assessment period.

For the fluency assessment (DRA), Ssub days shall be scheduled at the employee's discretion. Employees may choose to divide or combine the days provided during any particular assessment period. If the assessment period needs to be expanded, the District will seek the Association's concurrence. ~~A teacher may choose to receive up to three (3) hours of extra pay in lieu of a full day of substitute provided for DRA assessment purposes.~~

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

- i. Grades One and Two (Math only): One half-day (.5) i-Ready session after first and second diagnostic assessment windows, coordinated centrally to manage substitute distribution.
- ii. Grades Three, Four, and Five (Reading & Math): One half-day (.5) i-Ready session after first and second diagnostic assessment windows, coordinated centrally to manage substitute distribution.
- iii. The District will provide no less than one half-day (.5) of additional release time for classes that exceed the class size goals in Section 9.02.

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

- F.G. Teachers may exempt ELL students who have been in the country less than one (1) year from literacy assessments. ELL students will be offered the opportunity to take other assessments. Teachers have discretion to end an assessment when the student is not

productively engaged in taking it. No teacher will be assigned English Language Proficiency Assessment 21 (ELPA 21) coordinating duties for a school (e.g., scheduling, distributing, organizing, etc. of testing materials).

- G-H. State-mandated classroom based assessments (CBAs) identified in Appendix 7 will be embedded in the curriculum as a regular class assignment, assessment or performance. The scheduling and grading of the District CBA will be determined by the teacher. Teachers conducting the CBAs will only report the number of participating students to the Curriculum and Assessment Department.
- H-I. If schools are selected for other required federal or state tests, the schools and the Association will be notified as soon as possible. The District will also notify the Association in advance if a school is selected for field testing of other school-wide assessments.
- I-J. Employees will not be required to serve as testing coordinators to prepare, schedule, organize or distribute assessment materials.
- J-K. Employees will be notified prior to when assessment data is drawn from their gradebooks. The notification will inform the teacher why the data is being drawn and when it will be extracted. The District will not generate lists of failing student grades with less than five (5) days prior notice to the teacher and an explanation of how it will be used or presented.
- K-L. Support for WaKIDS (Teaching Strategies GOLD) and ~~LAP Extended Day Screener~~ will continue at the levels provided in the 2014-15 school year.
- L-M. Each school will develop and publicize a fair and equitable plan to distribute Chromebooks to educate and prepare students for SBA. Assessed grade level and subject areas (ELA, math, and science) shall have priority within this plan.
- M-N. The PSAT, SAT, CMPT and AP testing will continue to be administered in our high schools. Teachers' classrooms who are impacted by AP testing will be notified no less than five (5) student days prior to the day and shall have access to their work space except when the test is being administered.

Add new Section 9.19:

SECTION 9.19 SCHOOL CLOSURE

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

Add new Section 5.03 I to read as follows:

Amend Section 10.01 as follows:

SECTION 10.01 - INTRODUCTION TO THE EVALUATION PROCESS

- A. The evaluation procedure set forth herein shall provide for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure shall recognize various levels of performance and encourage improvement in specific, identifiable areas through the systematic assessment of the instructional program. It shall be understood by the parties that the purpose of this evaluation procedure is to improve the instructional program being offered by the District, as well as meet state requirements for the evaluation of certificated personnel.
- B. The evaluation procedures shall be used in a spirit of continuous improvement, not as harassment of an employee or groups of employees. The District will not tolerate evaluator behavior that treats an employee in an abusive, demeaning or rude manner.
- C. Classroom Teachers shall be evaluated using the Danielson Framework for Teaching Rubrics and the procedures in Sections 10.05 through 10.13 below. The rubrics shall be published by the District in an evaluation handbook available to each teacher and evaluator.
- D. Counselors and Social Workers shall be evaluated using the certificated support specialist criteria in Appendix 6A and the procedures in Section 10.02 below.
- E. School Psychologists, Therapists, Speech/Language Pathologists and Nurses shall be evaluated using the certificated support specialist criteria in Appendix 6B and the procedures in Section 10.02 below.
- F. Librarians shall be evaluated using the certificated support specialist criteria in Appendix 6C and the procedures in Section 10.02 below. The rubrics shall be published by the District in an evaluation handbook available to each librarian and evaluator.
- G. Facilitators shall be evaluated using the certificated support specialist criteria in Appendix 6D and the procedures in Section 10.02 below. The rubrics shall be published by the District in an evaluation handbook available to each facilitator and evaluator.

NEW EPS: *Delete Sections 10.03 and 10.04, and renumber subsequent sections of this Article.*

NEW EPS: *Move the criteria in former Section 10.04 to Appendix 6B.*

NEW EPS: *Add new Appendices 6C and 6D with the District and Association developed criteria for Librarians and Facilitators (see attached).*

Amend Section 10.02.A.1 as follows:

- A. Performance Evaluation Analysis
 - 1. Responsibility for Evaluation

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one (1) school shall be evaluated by one (1) principal considering information provided by principals of each school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation of any employee who is not regularly assigned to any school. Any principal or administrator may designate other administrators to assist in the observation and evaluation process. An

employee who has not been recommended for probation may make a written request before ~~November~~ October 15 that an alternate evaluator be appointed. If the Association concurs with the request, the principal will then designate another individual to perform the evaluation which may include input from the principal.

Amend Section 10.02.A.2 as follows:

2. Evaluation Criteria

All employees subject to the procedures in this section (Counselors, Social Workers, School Psychologists, Therapists, Speech/Language Pathologists, Nurses, Librarians and Facilitators) shall be evaluated in accordance with the criteria set forth in the appropriate "Criteria for Analysis" section below (10.03 or 10.04) in Appendices 6A through 6D. An employee may, but is not required, to complete forms for the purpose of evaluation.

Amend Section 10.05.B.2 as follows:

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

Amend Section 10.05.D as follows:

- D. A classroom teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be received prior to the end of the first semester in writing on or before December 15 of the school year in question. The evaluator shall provide notice and specific rationale by criteria to both the teacher and Association within ten (10) days. After a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed.

Amend Section 10.06.E as follows:

E. Annual Conference and Summative Criterion Rating and Annual Conference

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

Amend Section 10.06.I as follows:

I. Final Report

An annual evaluation report shall be completed prior to the end of each school year. The final report shall include ~~a score for the focused criterion (not components), a student growth score and~~ an overall summative performance rating (see Section 10.7.G above). The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach

any additional comments to the final record of the evaluation. Any disclosure of evaluation results shall not include teachers' names, unless required by law.

Amend Section 10.07.G as follows:

G. Overall Summative Performance Rating

~~The final summative score must be determined by an analysis of evidence. A classroom teacher shall receive a summative performance rating using the most recent comprehensive summative evaluation score, based on the score for the criterion selected for the focused evaluation and the student growth rubrics used in the evaluation. A teacher with a final summative performance rating of Basic or Unsatisfactory shall be evaluated on comprehensive evaluation for the succeeding two school years. The most recent comprehensive summative evaluation score becomes the focused summative evaluation score for any subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher rated as Proficient on the teacher's most recent comprehensive evaluation provide evidence of exemplary practice on the chosen focused criteria, a level 4 (Distinguished) score may be awarded by the evaluator.~~

I. Final Report

An annual evaluation report shall be completed prior to the end of each school year. The final report shall include ~~a score for the focused criterion (not components), a student growth score and~~ an overall summative performance rating (see Section 10.7.G above). The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. Any disclosure of evaluation results shall not include teachers' names, unless required by law.

Amend Section 10.08 as follows:

SECTION 10.08 – ELECTRONIC DOCUMENTATION

Evaluation scores shall be recorded in and final evaluation reports shall be generated by a mutually agreed upon software tool. ~~the eVal software tool~~. Each teacher ~~will~~ may be required to create an account in the software tool. ~~eVal~~. Further use of the software tool ~~eVal~~ by teachers shall be optional, ~~although teachers who choose to not use eVal shall still be expected to reflect upon and align artifacts to the evaluative criteria rubric (e.g., eVal, or a Word document or other paper portfolio).~~

Overall final evaluation scores shall be transmitted by the evaluator to the District Human Resources Office as required by law.

Section 10.11.E (teacher determined collaboration)

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

Add a new Section 10.14 to read as follows:

10.14 - ENROLLMENT OF EMPLOYEE'S CHILDREN

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

Amend Section 12.04.A as follows:

- A. Part-time substitutes shall be paid ~~\$130.00~~ \$165.00 per full day or ~~\$65.00~~ \$82.50 per half day for the first thirty (30) cumulative dates worked each school year except as provided in 12.10 below. Effective the thirty-first cumulative date worked each school year, the rate will increase to ~~\$140.00~~ \$175.00 per full day or ~~\$70.00~~ \$87.50 per half day except as provided in 12.10 below. Individuals who qualified for the higher rate of pay in the preceding school year shall be paid such higher rate beginning with the first day of service employment in the current year.

Amend Section 12.10.D as follows:

- D. A retiree substitute shall be paid ~~\$140.00~~ \$175.00 per full day or ~~\$70.00~~ \$87.50 per half day for service as a part-time substitute beginning with the first day of substitute work. Effective the thirty-first (31) cumulative date worked each school year, the rate will increase to ~~\$150~~ \$185.00 per full day or ~~\$75~~ \$92.50 per half day.

Duration – Amend Sections 16.01 and 16.02 as follows:

SECTION 16.01 - DURATION

This Agreement shall become effective September 1, ~~2015~~ 2018, provided that services rendered by employees during August ~~2015~~ 2018 and applicable terms related to the ~~2015-16, 2016-17, and 2017-18~~ school years covered by this agreement shall be in accordance with this Agreement. This agreement shall be effective subject to ratification by both parties and shall remain in full force through August 31, ~~2018~~ 2020.

SECTION 16.03 - SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall commence no later than May 15, ~~2018~~ 2020, unless a later date is agreed to by both parties.

MOU's / LOA's:

Sheltered ELL classes LOA (proposed 5/10):

1. The Everett Education Association/United Teachers of Everett and the Everett School District agree to suspend Section 9.02.A.2 with regard to ELL equitable distribution at Everett, Cascade and Jackson High School in order to provide sheltered ELL classes. A "sheltered ELL class" is one in which a higher concentration of ELL students is assigned, rather than spread equitably, to facilitate support for these students' educational needs.
2. The number of sheltered ELL classes and the content of those classes will be decided by the director of categorical programs in conjunction with the administration at each high school, based on the number and needs of the ELL students at each school.

3. Teachers will only be assigned to these sheltered ELL classes with their agreement, and such voluntary agreement shall be confirmed by the Association no later than one week before the first student day of the school year.
4. Each of the assigned teachers shall be provided two (2) days of training to support their instruction as early as possible in the school year. If the training provided outside of the workday, the teachers shall be compensated at their per diem rate of pay. Each of the assigned teachers shall be provided five (5) hours of per diem pay to collaborate with other sheltered ELL teaches and support staff in order to coordinate program alignment.
5. Each of the assigned teachers shall be provided five (5) hours of per diem pay to collaborate with other sheltered teachers to develop materials for the sheltered class.
6. Each sheltered class shall have no more than 22 students.
7. The District shall comply with Section 9.02.B.8 regarding the daily load assigned to other regular education teachers in the content areas in which sheltered ELL classes are offered.

Retain Athletic Coordinator MOU.

Add Layoff and Recall MOU:

Memorandum of Understanding

between

Everett Education Association / United Teachers of Everett

and

Everett School District No. 2

The Everett School District No. 2 ("District") and the Everett Education Association ("Association") hereby confirm the following understanding relevant to new Layoff and Recall Language.

The parties jointly agree:

1. To form a 'Layoff and Recall Committee' made of equal representation from the District and the Association. Meetings shall be led alternating between selected representatives of each party.
2. The Layoff and Recall Committee shall commence no later than September 24, 2018.
3. The committee will have a minimum of five (5) meetings prior to submitting their proposal for approval of both parties by December 14, 2018. Approval must be by the District's School Board and the Association.
4. With mutual agreement the parties may adopt the language into the successor Collective Bargaining Agreement Article 11.00, Layoff and Recall, starting with the 2020 – 2021 school year.
5. In the development of this language, the Committee will consider the District's proposed replacement language for Article 11.00 (set forth below), in addition to the layoff and recall language of other districts (including Marysville, Ferndale, and North Thurston).

APPENDIX 7 - 2017-18 2018-19 SCHOOL YEAR ASSESSMENTS
STATE OR FEDERAL REQUIRED STUDENT ASSESSMENTS

State-Funded Full-Day Kindergarten

Teaching Strategies GOLD	Fall	by October 31
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Second Grade

Developmental Reading Assessment	Fall	September 9 to October 16
<u>Developmental Reading Assessment</u>	<u>Spring</u> ¹	<u>April 9 to June 8</u>

Third Grade

English Language Arts (ELA) and Math Smarter Balanced Assessment (SBA)	Online	March 4 5 to June 7 8
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Fourth Grade

ELA and Math SBA	Online	March 4 5 to June 7 8
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Fifth Grade

ELA and Math SBA	Online	March 4 5 to June 7 8
Wash. Comp. Assessment of Science (WCAS)	Online	April 15 16 to June 7 8
Health and Fitness CBA (PE)		September to June
Social Studies CBA		September to June
Music Classroom Performance Based Assessment (CPBA) (Specialist)		September to June
Visual Arts CBA (Specialist Only)		September to June

Sixth Grade

ELA and Math SBA	Online	March 4 5 to June 7 8
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Seventh Grade

ELA and Math SBA	Online	March 4 5 to June 7 8
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Eighth Grade

ELA and Math SBA	Online	March 4 5 to June 7 8
WCAS	Online	April 15 16 to June 7 8
Health and Fitness CBA (PE)		September to June
Social Studies CBA		September to June
Music CPBA (Specialist)		September to June
Visual Arts CBA (U.A. Art)		September to June

High School

Grade 10 High School ELA and Math <u>SBA</u>	Online	March 4 5 to June 7 8
Grade 11 High School ELA and Math SBA⁴	Online	March 5 to June 8
ELA and Math SBA Retakes ^{3 4}	Online	October 22 23 to November 16 17
Math 1 or 2 End of Course (EOC) Exit Exam Retakes²	Paper and Pencil	January 2 to February 2
Math 1 or Math 2 EOC Exit Exams²	Paper and Pencil	May 7 to June 8
WCAS Grade 11 ^{2 3}	Paper and Pencil <u>Online</u>	May 3 7 to June 7 8
Health and Fitness CBA (Grade 9 PE)		by end of course
Social Studies CBA (Government 12)		by end of course
Music CPBA		by end of course
Visual Arts CBA (Intro to Art)		by end of course

K-12 English Language Learners

English Language Proficiency Assessment (ELPA21)		Online
	February 1 to March 29 30	

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

²Class of 2015 through 2018 must pass one math EOC or approved alternative.

³Class of 2019 and 2020 take the WCAS for accountability. Class of 2021 and beyond must pass the WCAS or approved alternative for graduation.

⁴Students who have not previously taken the SBA in Math and/or ELA or who have not met the College and Career Readiness score level.

DISTRICT STUDENT ASSESSMENTS

Kindergarten		
Highly Capable screening assessment	Fall	October 82 to 1943
Developmental Reading Assessment (DRA)	Spring	April 9 to June 8
Kindergarten Assessment	Winter	prior to semester report card
	Spring	prior to semester report card
First Grade		
Highly Capable screening assessment	Fall	October 82 to 1943
<u>i-Ready Math Diagnostic</u>	<u>Fall</u>	<u>September 10 – October 5</u>
	<u>Spring</u>	<u>February 4 – March 1</u>
Developmental Reading Assessment (DRA)	Fall	September — October
	Winter	January — February
	Spring	April 9 to June 8
Second Grade		
<u>i-Ready Math Diagnostic</u>	<u>Fall</u>	<u>September 10 – October 5</u>
	<u>Spring</u>	<u>February 4 – March 1</u>
Developmental Reading Assessment (DRA)	Fall	September — October
	Winter	January — February
	Spring ¹	April 9 to June 8
Third Grades 3 - 5		
<u>i-Ready Reading and Math Diagnostic</u>	<u>Fall</u>	<u>September 10 – October 5</u>
	<u>Spring</u>	<u>February 4 – March 1</u>
Developmental Reading Assessment (DRA)	Fall	September — October
	Winter	January — February
	Spring	April 9 to June 8
Fourth Grade		
Developmental Reading Assessment (DRA)	Fall	September — October
	Winter	January — February
	Spring	April 9 to June 8
Fifth Grade		
Developmental Reading Assessment (DRA)	Fall	September — October
	Winter	January — February
	Spring	April 9 to June 8
Grade 6 - 12	Units and Assessments	Per District Curriculum Map
Tenth Grade		
PSAT		October 1044
Eleventh Grade		
SAT		March 277

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