

# COLLECTIVE BARGAINING AGREEMENT



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Mukilteo School District No. 6  
and the  
Mukilteo Education Association

September 1, 2023 – August 31, 2024

## Table of Contents

<a href="#"><u>Preamble</u></a>	1
<a href="#"><u>Article I – Recognition and Definitions</u></a>	
Section 1 – Recognition	2
Section 2 – Definitions	3
<a href="#"><u>Article II – Status and Administration of Agreement</u></a>	
Section 1 – Ratification and Mutual Consent	3
Section 2 – Relationship to Existing Policies, Practices, Rules and Regulations	3
Section 3 – Relationship to Individual Contract	4
Section 4 – Conformity to Law	4
Section 5 – Distribution of Agreement	4
Section 6 – Strikes and Lockouts	4
Section 7 – Appendices	4
Section 8 – Contract Waiver	4
<a href="#"><u>Article III – Association Rights</u></a>	
Section 1 – Access	6
Section 2 – Membership Communication	6
Section 3 – Building Use	7
Section 4 – Availability of Information	7
Section 5 – Association Bargaining Unit Information	8
Section 6 – Employee Organization Membership and Representation Fees	8
Section 7 – Released Time for Formal Proceedings	9
Section 8 – Association Leave	9
Section 9 – Building Representatives	10
Section 10 – Released Time for Association President	10
Section 11 – Subcontracting	10
<a href="#"><u>Article IV – Employee Rights</u></a>	
Section 1 – Individual Rights	11
Section 2 – Right to Join and Support Association	11
Section 3 – Just Cause	11
Section 4 – Academic Freedom and Professional Prerogative	12
Section 5 – Employee Files	13
Section 6 – Employee Protection	15
Section 7 – Employee Safety	16
Section 8 – Student Discipline	18
Section 9 – Individual Employee Contracts	22
Section 10 – Supplemental Contracts	23
Section 11 – Assignment, Vacancies and Transfer: Gen. Ed. & Special Ed. Teachers	24
Section 12 – ESA Assignment, Vacancies and Reassignment	28
Section 13 – Resignation	29
Section 14 – Security of Bargaining Unit Work	29
Section 15 – Reduction of Personnel	30
Section 16 – Job Sharing	31

## Article V – Management Rights

Section 1 – Management Rights and Responsibilities .....	32
--	----

## Article VI – Leaves

Section 1 – Illness, Injury and Emergency Leave .....	32
Section 2 – Leaves Related to Childbirth and Childcare .....	34
Section 3 – State/Federal Family Leave Laws .....	36
Section 4 – Adoption Leave .....	36
Section 5 – Bereavement Leave .....	36
Section 6 – Jury Duty and Subpoena Leave .....	37
Section 7 – Sabbatical Leave .....	37
Section 8 – Personal Leave .....	38
Section 9 – Government Leaves .....	39
Section 10 – Foreign or Domestic Exchange .....	39
Section 11 – Military Leave .....	40
Section 12 – Military Family Leave .....	40
Section 13 – Domestic Violence Leave .....	40
Section 14 – Other Leaves .....	41

## Article VII – Salaries, Stipends, and Benefits

Section 1 – Certificated Salary Schedule .....	42
Section 2 – Provisions Governing Employee’s Salary Schedule .....	43
Section 3 – Payroll Deductions .....	47
Section 4 – Payment .....	48
Section 5 – Activity Payment .....	48
Section 6 – Hourly Rates .....	49
Section 7 – Leadership Stipends .....	49
Section 8 – Special Education and ESA Stipends .....	49
Section 9 – Travel .....	50
Section 10 – Insurance Benefits .....	50
Section 11 – Conditional CTE Certification Fees .....	53

## Article VIII – Other Terms and Conditions of Employment

Section 1 – Employee Work Year .....	53
Section 2 – Work Day .....	55
Section 3 – Covering Classes .....	57
Section 4 – Class Size and Work Loads .....	58
Section 5 – Classroom Visitation .....	70
Section 6 – Employee Facilities .....	70
Section 7 – Conferencing with Parents, Grading and Report Cards .....	70
Section 8 – Assessments .....	71
Section 9 – Non-Work Year Duty .....	72
Section 10 – New Educator Assistance .....	72
Section 11 – Mentor Program .....	73
Section 12 – Substance Abuse .....	73

## Article IX – Substitute Employees

Section 1 – Notice to Association .....	74
---	----

Section 2 – Status of Substitutes .....	74
Section 3 – Leave Replacement Contract Substitutes .....	74
Section 4 – Compensation .....	75
Section 5 – Insurance .....	75
Section 6 – Leaves .....	75
Section 7 – Professional Development.....	75
Section 8 – Other Applicable Contract Provisions .....	76

## **Article X – Evaluation**

### **Classroom Teacher Evaluation System**

Section 1 – Applicability and Philosophy .....	77
Section 2 – State Evaluation Criteria.....	78
Section 3 – Instructional Framework and Evaluation Rubric .....	78
Section 4 – Performance Ratings .....	79
Section 5 – Evaluator .....	79
Section 6 – Comprehensive Evaluation.....	80
Section 7 – Focused Evaluation.....	85
Section 8 – Probation Nonrenewal Process.....	88
Section 9 – Forms .....	90
Section 10 – Evaluation Re-Opener.....	91
Section 11 – Grievances .....	91

### **ESA & Non-Classroom Teacher Evaluation System**

Section 12 – Purpose.....	91
Section 13 – Provisions Applicable to Current Process .....	92
Section 14 – Provisions Applicable to all Summative Processes .....	92
Section 15 – Regular Process (Summative).....	93
Section 16 – Probation Process (Summative).....	96
Section 17 – Short Form Process (Summative).....	98
Section 18 – Professional Growth Option (Formative) .....	98
Section 19 – Evaluative Criteria .....	99

## **Article XI – Grievance**

Section 1 – Grievance Procedures .....	104
--	-----

## **Article XII –Collaborative Decision Making**

Section 1 – Professional Involvement .....	107
Section 2 – Building Level Collaboration .....	107
Section 3 – District Level Decision Making .....	108

## **Article XIII – Duration .....**

<b>Signature Page .....</b>	<b>112</b>
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## **Appendices**

Appendix A – Contract Waiver Request Form .....	113
Appendix B – MSD Job Share Application .....	116
Appendix B.1. – MSD Job Share Interest Form.....	117

Appendix C – 2022-2023 Salary Schedule.....	118
Appendix D – Enrichment Contract .....	119
Appendix E – Confirmation of Enrichment Activities .....	120
Appendix F – Authorization Request for Eligible Credits .....	121
Appendix G – Co-Curricular Stipend & Factor Schedule .....	122
Appendix H – Employee Work Year Calendar .....	124
Appendix I – Employee/District Time Allocation .....	125
Appendix J – Student Calendar .....	126
Appendix K – Progress Reports and Report Cards .....	127
Appendix L – Goal Setting Process Template.....	128
Appendix M – Teacher Observation Report Form (Version 1).....	129
Appendix N – Teacher Observation Report Form (Version 2) .....	130
Appendix O – Teacher Comprehensive Summative Evaluation Form .....	132
Appendix P – Teacher Focused Summative Evaluation Form.....	133
Appendix Q – 5D Classroom Teacher Evaluation Rubric .....	134
Appendix R – Final Evaluation Form C (Teachers) .....	142
Appendix S – Final Evaluation Form D (Specialists).....	143
Appendix T – Short Form Observation Form E.....	144
Appendix U – Interest to Participate in PGO Form F.....	145
Appendix V – Annual Participant’s PGO Plan Form G .....	146
Appendix W – PGO Reflection Form H .....	147
Appendix X – PGO Handbook.....	148
Appendix Y – Notice of Grievance: Step One Informal .....	151
Appendix Z – Form A: Notice of Grievance, Step One Formal.....	152
Appendix AA – Form B: Decision of Principal/Administrator.....	153
Appendix BB – Form C: Appeal to Superintendent.....	154
Appendix CC – Form D: Decision of Superintendent.....	155
Appendix DD – Form E: Determination Regarding Arbitration .....	156

### Memorandums of Understanding and Memorandums of Agreement

MOA: Certificated Employees Providing Specialized Expertise.....	157
MOA: Comprehensive School Counseling Program .....	159
MOU: Elementary School Counseling Team.....	161
MOA: Equity Supports .....	162
MOA: Evaluation .....	163
MOA: Inclusionary Practices.....	164
MOA: K-5 Implementation Guides .....	165
MOU: Peer Mentor Program .....	166
MOA: Preschool Program .....	169
MOU: Psychologist Remote Work .....	170
MOA: Special Education Commitments.....	171
MOA: Special Education Continuum of Service.....	172
MOA: Teacher Residency Program.....	174
MOA: Student Behavior Support and Discipline Committee .....	176
MOA: Staffing Shortage for Psychologist.....	178

## PREAMBLE

This agreement is entered into this first day of September, 2023, by and between the Mukilteo Education Association and the Mukilteo School District No. 6, Snohomish County, Washington; WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

The District and the Association acknowledge the critical importance of providing quality educational services to all students and their families, regardless of race, ethnicity, religion, language, disabilities, socioeconomic status, country of origin, immigration status, sexual orientation, gender, and gender identity. Collectively, we are committed to promoting a vision for public education that advances inclusiveness, equity, and racial and social justice in our schools and society.

We agree to work collectively to promote diversity, inclusiveness and equity across our interactions with each other, students, and the community. We mutually commit to the following:

- A. We value and celebrate the unique and diverse perspectives, experiences, and cultural identities of our staff, students, and community.
- B. We will address issues of institutional racism in a collaborative and intentional manner and commit to address intentional and unintentional bias.
- C. Each student learns differently, and understanding and addressing the individual needs of students, while building upon their strengths, improves student achievement.
- D. The equitable distribution of resources to meet the variable needs of all students, recognizing that variable needs may require non-uniform solutions.
- E. Strong relationships between students, staff, and families ensure that everyone strives to understand and address student academic and socio-emotional needs to achieve the best results possible.
- F. Continuing to build our District cultural competency through ongoing equity work and professional development. Further, we commit to hiring, mentoring and supporting educators, staff and administrators who reflect our student population.
- G. Partner with community agencies and organizations to support the needs of our students and families.

## ARTICLE I - RECOGNITION AND DEFINITIONS

### Section 1 - Recognition

The Mukilteo School District hereby recognizes the Mukilteo Education Association as an employee organization and exclusive bargaining representative for the bargaining unit defined below. Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded solely to the Association as the exclusive legal representative for all employees covered under this Agreement.

The bargaining unit is defined as follows:

All certificated education employees of the District, whether full or part-time, including substitute employees defined below, and excluding personnel who serve in positions in the District which fit the following categories:

- A. The chief executive officer;
- B. The chief administrative officers;
- C. Confidential employees;
- D. Principals and assistant principals;
- E. Supervisors;
- F. Sno-Isle Tech Center employees.

Individuals who serve as substitutes for non-supervisory certificated staff shall be included in the bargaining unit to the following extent:

- A. Part-time substitutes who shall be defined as substitute certificated employees employed by the District for more than 30 days of work within any 12-month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes;
- B. Long-term substitutes who shall be defined as substitute certificated employees employed by the District where it is anticipated or comes to pass that a member of the bargaining unit will be absent from their regular assignment and will be replaced in such assignment for a period in excess of 20 consecutive work days; or
- C. Leave replacement contract substitutes are defined as substitute certificated employees employed by the District when it is anticipated that a member of the bargaining unit will be absent from their regular assignment and will be replaced in such assignment for ninety (90) consecutive work days or more.

It is agreed that current positions in the Mukilteo School District which are therefore excluded from the bargaining unit are:

- A. Superintendent;
- B. Deputy Superintendent;
- C. Assistant Superintendent;
- D. Executive Directors;

- E. Principals, Assistant Principals;
- F. Coordinators, Assistant Directors, Directors;
- G. Administrative Assistants;
- H. Day-to-day substitutes.

Prior to the appointment of any person filling a new position, (i.e. one which does not exist at the time this recognition becomes effective), the administration will discuss the expected responsibilities of the position with the Association representatives and receive the Association rationale for whether the position is supervisory or not. If the Board does not accept the Association's rationale, the Mukilteo Education Association has the right to seek a determination from the Public Employment Relations Commission, provided that this will not preclude the District describing and filling said position, pending such determination.

## Section 2 - Definitions

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

- A. The term "Agreement" shall mean this collective bargaining agreement.
- B. The term "Association" shall mean the Mukilteo Education Association.
- C. The term "Board" shall mean the Board of Directors of the Mukilteo School District No. 6.
- D. The term "District" shall mean the Mukilteo School District No. 6 or the appropriate manager representing the District.
- E. The term "WEA" shall mean the Washington Education Association.
- F. The term "employee," "certificated personnel," "certificated employee," "educational employee," shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Recognition.
- G. The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

## ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

### Section 1 - Ratification and Mutual Consent

This Agreement has been ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only in accordance with any reopening provisions which may be contained in this Agreement, or with mutual written consent of both parties.

It shall become effective in accordance with the Duration Clause herein.

### Section 2 - Relationship to Existing Policies, Practices, Rules and Regulations



This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

### Section 3 - Relationship to Individual Contract

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### Section 4 - Conformity to Law

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

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision upon request of either party, except as otherwise provided by Article VII, Section 1.

### Section 5 - Distribution of Agreement

As soon as practicable, but no longer than thirty (30) days following the ratification of this Agreement, the District shall print at District expense copies of this agreement sufficient in number to allow the Association to distribute one copy to each employee. Additional copies shall be provided to the Association sufficient to provide all new bargaining unit employees a copy of the contract. The Agreement shall be available for perusal by all applicants for teaching positions.

### Section 6 - Strikes and Lockouts

The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any strike, slow down or work stoppage by the employees and/or the Association, except that nothing herein shall be deemed to prevent such activity in the event of an unfair labor practice by the District after determination by PERC. Should a strike, slow down or work stoppage by the employees and/or the Association occur which is specifically prevented by this Agreement, the Association will immediately instruct the employees to return to work. Employees not returning to work may be subject to disciplinary action. The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any lockout of the employees by the Board or the District's management personnel.

### Section 7 - Appendices

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

### Section 8 - Contract Waiver

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

- A. Requests from a school or work site must be submitted on the Contract Waiver Request Form (Appendix A). The building Principal and Association Building Representative must both sign the form if the request is to be considered by the Association and District. The Principal's signature indicates approval of the waiver request. The Building Representative signature indicates the belief the request represents bargaining unit member support per paragraph B.5., below. The completed contract waiver request form must be submitted to the Superintendent and the Association President concurrently and will be granted only if both the District and Association approve such request in accordance with the provisions of this section.

Upon receipt of a contract waiver request, the District and Association representatives shall meet and consider these options:

1. Accept the waiver request as written and communicate that acceptance to the school or work site.
2. Deny the waiver request but with specific written conditions under which the waiver could be granted. In this case, the school or work site may either accept the conditions through the same process as indicated by paragraph A, above, accept the denial, or counter-propose to the Association and District through a revised Contract Waiver Request Form, using the same process as described by paragraph A, above.
3. Deny the waiver request as written and provide written reasons for that denial back to the school or work site. In this case, the school or work site may wish to consider whether to submit a revised Contract Waiver Request Form, approved through the same process as described by paragraph A, above, that is intended to satisfy the reasons given for the waiver denial.

- B. A contract waiver request must include the following:

1. Reference to the specific provisions of the Agreement requested to be waived.
2. Rationale for the waiver.
3. The specific timelines, i.e. beginning and ending dates for the waiver.
4. Identification of the position(s) that would be affected by the waiver and how the position(s) would be affected.
5. Description of how the decision to request the waiver was made and evidence it reflects approval of the building Principal and at least 90% approval of those in the Association's bargaining unit at the school or work site.
6. Description of the cost or budget impact of the waiver, if any.
7. Explanation of how the waiver, if granted, might affect other employees outside of the school site and other operations of the District, if any.

- C. No contract waiver request shall be granted without agreement by the District and Association on its duration (i.e., beginning and ending dates). No contract waiver request shall be granted that extends beyond the expiration date of the Agreement, unless the parties agree otherwise. A waiver may be terminated if the parties mutually agree.

- D. The Association and District agree that any waivers granted are not precedent setting. The parties further agree that once the waiver has expired, all waived provisions shall return to the status contained in the Collective Bargaining Agreement at the time of the waiver's expiration.
- E. Schools shall not use site-based/shared decision making to implement conditions of employment that are contrary to the terms of this Agreement without first obtaining a waiver as described in this Section.
- F. A contract waiver agreed on by the District and Association will be considered an addendum to this Agreement, and any dispute as to its interpretation or application will be solved by the parties through use of these two steps:
  - 1. Informal discussion between District and Association representatives. If this does not resolve the dispute, then:
  - 2. The Association may utilize the grievance procedure contained in this Agreement.

### **ARTICLE III - ASSOCIATION RIGHTS**

The Association will be the only certificated employee organization having these rights for bargaining unit employees.

#### **Section 1 - Access**

At reasonable times not to exceed 45 minutes, both before and after the regular employee work day and in addition to the 30 minute period before pupils arrive at school and 30 minutes after pupils leave the school and during the duty-free lunch period, duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business with employees on school property; provided that such use does not interfere with or interrupt normal school operations or the employee carrying on their contractual responsibilities.

The Association will be placed on the agenda for all District orientation programs scheduled for newly hired, certificated employees within ninety (90) days of the employee's start date within the bargaining unit. This includes orientations for employees hired after the August orientation program. At a minimum, the Association will have one hour of 'paid time.' At the Association's discretion, this hour will be placed adjacent to the employee's duty-free lunch.

In addition, upon request, the Association will be allowed to present brief reports or announcements before or after staff meetings, provided that it does not interfere with or interrupt normal school operations.

The Association has the right to include Association information and forms in all new-hire District packets.

The Association has the right to have access to all District job and benefit fairs.

#### **Section 2 - Membership Communication**

The Association shall have the right to utilize an organization bulletin board, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to employees but unavailable to students or the public generally, in the event faculty lounges are not in existence in a given school. Such use shall be for notices of activities and matters of Association business.

The Association shall have the right to use employee mailboxes and the District e-mail system for communication purposes. The Association shall have the right to use a school's regular bulletin for announcement of Association meetings.

Materials, publications, and/or written announcements may be distributed through personal contact, mailboxes, District email and/or posting. Materials posted or distributed through mailboxes will have the date and the name of the individual posting, or the organization publishing such materials. A copy of publications distributed through the mailboxes or District e-mail will be provided to the building principal. A copy of publications distributed through the mailboxes or District e-mail and originating from the MEA office will be provided to the Superintendent or their designee. Any political publications will be distributed through the MEA building meetings or personal contact (such distribution shall be consistent with current practice).

The communication processes herein set forth shall not be used to endorse political candidates, personal issues or exploit students or faculty.

The use of District facilities shall not be for any purpose prohibited by RCW 42.17.130, personal issues or to exploit students and faculty.

### Section 3 – Building Use

The Association may use the District buildings for the purpose of having meetings and transacting Association business in accordance with the District's facility use policy, provided that such meetings and business shall not interfere with District educational programs.

### Section 4 - Availability of Information

When prepared and available, the Board or its agents shall furnish to the Association, at no cost to the Association, the following financial documents:

- A. Final Budget
- B. Monthly Financial Statements
- C. Monthly Cash and Investment Status
- D. Annual Report
- E. Revenue Worksheet Form F203
- F. Monthly Enrollment Summary
- G. Audit Report (when released to the public)

If the above titles or forms change, the Board or its agents shall furnish the same or equivalent information or documents as provided above.

The Board or its agents shall furnish to the Association, at no cost to the Association, the following documents as soon as available before regular and special Board meetings:

- A. Agenda

- B. Supplementary attachments with agenda, which are for general distribution
- C. Minutes of previous Board meeting.

The Board or its agents shall furnish to the Association, by October 1 if possible, at no cost to the Association, the names and addresses of all employees represented by the Association. In the event of staff changes, at least quarterly, the District shall furnish the names and addresses of staff alterations, so as to account for additions, resignations, leaves and retirements of staff.

Each party, at the request of the other during collective bargaining, will furnish to the requesting party necessary, pertinent, non-confidential information, so long as such information is readily available, for carrying on collective bargaining.

#### Section 5 - Association Bargaining Unit Information

Bargaining unit member employment data maintained by the District will be provided solely to the Association, government entities, as necessitated by law, or for payroll or HR operational purposes. Such data includes: employee name, employee identifier, date of hire, FTE, seniority, salary, contract status, building and assignment, address, email address (if available), phone number, years of experience and years of education.

The District shall provide the contact information (name, address, phone number, and if available, email address and building assignment) of newly hired employees to the Association within fourteen (14) District business days from the date of the School District Board official approval of a newly hired employee's contract.

#### Section 6 - Employee Organization Membership and Representation Fees

- A. The Association shall have the exclusive right to have deducted from the salaries of its members, the dues required for membership in the Association, including its state or national affiliates and including deductions for any Association-connected political action committee.
- B. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues and assessments to be deducted in the coming school year by payroll deduction.
- C. For employees hired before September 30 and joining the Association at a later date, full annual dues are to be prorated over the months remaining in the membership year.

If a person is employed after September 30, they may be enrolled for the remainder of the membership year by paying the amount of dues commensurate with the remaining portion of the membership year.

Membership sign-ups shall be done on a form provided by the Association authorizing deduction of membership dues and assessments and deductions for any Association-connected political action committee. Copies of signed membership forms shall be provided to the District in accordance with payroll cutoff dates.

Authorization for membership dues or voluntary representation fee deductions shall continue in effect from year to year unless a written request of revocation is submitted to the Association and signed by the employee. Deductions for continuing members shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. The

Association shall promptly notify the District of any employee who revokes their authorization for deduction of membership dues or voluntary representation fees.

- D. For all membership dues authorizations described above, the District agrees to remit monthly to the Washington Education Association all monies so deducted accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- E. It is understood that the Association may establish provisions for employees who elected not to be a member but still wish to pay a voluntary representation fee. Sign-ups for voluntary fees shall be done on a form provided by the Association authorizing such fees. Copies of signed authorization forms shall be provided to the District in accordance with payroll cutoff dates. Representation fee deductions and the process for revoking same shall be handled in the same fashion as membership deductions as provided for in this article.
- F. The dues processing provisions in this section shall be applied without administrative cost to the employee or the Association.
- G. The Association hereby agrees to defend and hold the District harmless from any or all suits, damages, as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any employee from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding monies as herein set forth.

#### Section 7- Released Time for Formal Proceedings

The parties recognize that formal proceedings (involving both parties) in connection with collective bargaining and grievances shall not ordinarily take place during normal employee working hours. Formal proceedings shall not take place during normal employee working hours without the mutual consent of both parties or their representatives.

Whenever Association representatives, who are designated beforehand and are directly involved in negotiations as spokespersons or regular negotiations team personnel, or as participants as representatives, witnesses, or grievants in grievance hearings, are mutually scheduled with the Board's or administration's representatives to participate in formal negotiations or grievance hearings during working hours, said designees shall suffer no loss of pay.

When such proceedings are scheduled during the contract day, the District shall assume responsibility for the classroom, and arrangements for the classroom will be handled administratively.

#### Section 8- Association Leave

One hundred fifteen (115) days in each year of this Agreement and one hundred thirty (130) days the final year shall be granted to the Association for Association related business, as determined by the Association. The Association will exert its best effort to avoid having any one (1) employee take more than ten (10) days of Association leave in any one (1) year while recognizing any one employee shall not exceed fifteen (15) days. Leave used for mediation or for Association provided professional development opportunities with their colleagues and administrator will not be included in these limits.

The employee(s) designated by the Association will be paid their salary and the District will be reimbursed the cost of a substitute by the Association. Requests for leave under this provision shall be submitted via email by the Association President or their designee to the District's substitute desk five (5) school days prior to the date the leave is to take effect, except in unforeseen circumstances.

#### Section 9- Building Representatives

Association building representatives shall have the right to visit individual employees or groups of employees represented by the Association and that building representative at reasonable times, not to exceed 45 minutes, both before and after the regular work day and in addition to the 30 minute period before pupils arrive at school and 30 minutes after pupils leave the school, during duty-free lunch time, or by special arrangement through the principal at other times, so long as this shall not interfere with the employee carrying out their contractual responsibilities.

#### Section 10- Released Time for Association President

Upon request by the Association, the MEA President may be released up to their full contracted FTE time on a daily basis, provided:

- A. The Association notifies the District Superintendent annually and in writing by May 1 of the current school year of the Association's intent to provide release time for the President in the subsequent school year. Said notice shall specify the amount of release time to be used.
- B. The Association and the employee to be released will cooperate with the District and the appropriate building administrator to ensure continuity in the delivery of the educational program and services to students.
- C. The employee's C-5 will reflect the percentage of time (FTE) contracted for professional duties and for release time for Association responsibilities.
- D. The Association will reimburse the District, monthly, in advance and within ten (10) days of date of billing, for that FTE percentage of salary and mandatory and permissive benefits to be paid by the District on behalf of the Association President. Should payment not be made by the 20th of a month, the District, at its option, may reduce salary and benefit payments in subsequent months to the actual C-5 contracted time for professional duties.
- E. Based on the Association President's continuing contract FTE during the school year previous to the school year term of office, those contractual rights accorded employees with the same FTE will be accorded the Association President during the school year term of office within the above provisions.
- F. The Association hereby agrees to defend and hold the District harmless from any or all suits, damages (as awarded by court), fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of the provisions in this Section. It is understood that the Association shall have the right to utilize an attorney of its choice in defending and hold the District harmless as provided above.
- G. Upon completion of the school year, the released Association President shall be guaranteed their original position for the following school year, or a comparable position.

#### Section 11 - Subcontracting

The District and the Association will from time to time jointly review the current extent of any contracting out of bargaining unit work. The District shall notify the Association and will, upon request, discuss new proposed

contracting out situations prior to implementation. It is acknowledged the Association shall have the right to demand bargaining regarding the impact of any newly proposed contracting out services that are currently provided by the Association's bargaining unit members.

## **ARTICLE IV - EMPLOYEE RIGHTS**

### **Section 1 - Individual Rights**

Employees shall be entitled to full rights of citizenship. There shall be no discipline or unlawful discrimination with respect to the employment of any employee because of such person's age, sex, marital status, race, creed, color, national origin, domicile, sexual orientation, gender identity or expression, genetic information, honorably discharged veteran or military status individuals, the use of a trained dog guide or service animal by a person with a disability or the presence of any sensory, mental or physical handicap, unless the particular handicap prevents the proper performance of the particular employee involved. The District acknowledges the right of its employees to a private and personal life.

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, sexual orientation or marital status except as otherwise required by the District's affirmative action program. Membership in the Association shall not be denied to any employee because of domicile, race, creed, religion, color, national origin, sex, sexual orientation or marital status.

### **Section 2 - Right to Join and Support Association**

Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, through representatives of their own choosing. Employees shall also have the right to refrain from any and all such activities, except to the extent required elsewhere in this Agreement. The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of: (a) Membership in the Association; (b) Participation in any activities of the Association or collective bargaining; or (c) Institution of any grievance, complaint or proceeding under this Agreement, so long as such matters are in accordance with this Agreement and the law.

### **Section 3 - Just Cause**

- A. No employee shall be disciplined (including written warnings, written reprimands, suspensions, or discharges for reasons of disciplinary action) without just and sufficient cause. The specific grounds forming the basis for such disciplinary action will be made available to the employee and the Association in writing.
- B. An employee shall be advised of their right to have an Association representative prior to any investigatory and/or 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. The District will endeavor to notify the Association President of an initial investigatory conference; however, failure to do so shall not, by itself, be grounds to challenge any eventual discipline issued by the District. Further, in the event a disciplinary conference is anticipated, the employee and Association President will be told the specific concern(s) or allegation(s), provided that there shall be no discussion of the specific concern(s) or allegation(s) prior to the meeting held to examine this matter.

Once initial notification has been made for any particular incident or event, additional notices of representation rights for meetings and conferences held in connection with that particular incident or event



need not be given so long as the purpose of follow-up meetings and conferences is made known to the employee prior to their occurrence.

- C. Excluding instances warranting immediate suspension of an employee, no disciplinary action may be taken without the employee having first been afforded the opportunity to meet with the appropriate building or District administrator and discuss the situation having given rise to the disciplinary action. In instances of immediate suspension, a meeting shall be held to discuss the situation as soon after the suspension as possible.
- D. The District agrees to follow a policy of progressive discipline which minimally includes warning, reprimand, suspension, and discharge as a final and last resort. Any disciplinary action taken against an employee shall comply with the principles of progressive discipline. Any disciplinary action shall be appropriate to the behavior which precipitates such action.
- E. Complaints against an employee shall be promptly called to the attention of the employee.
  - 1. No disciplinary action shall be taken upon any complaint from a parent and/or student to a building administrator toward an employee nor shall any notice or documents related thereto be included in said employee's personnel file unless such matter is reported within ten (10) employee employment days in writing to the employee concerned. If a complaint is received during the last ten (10) employee employment days of the school year or during summer months, the notice of receipt of complaint shall be sent by certified mail within fourteen (14) days.
  - 2. No disciplinary action shall be taken upon any other complaint toward an employee nor shall any notice or documents related thereto be included in said employee's personnel file unless such matter is reported within twelve (12) employee employment days in writing to the employee concerned. If a complaint is received during the last twelve (12) employee employment days of the school year or during summer months, the notice of receipt of complaint shall be sent by certified mail within sixteen (16) days.
  - 3. No complaint or information related thereto may be used as the basis for, or as evidence in, any disciplinary action against the employee unless the provisions of E (1.) or E (2.) have been followed.
- F. In all disciplinary actions against employees, the individual employee so affected will have the option of appealing through the grievance procedure contained in this Agreement or through applicable appeal procedures provided in current or subsequent state statutes. The employee must provide written notification of the appeal procedure selected to the Deputy Superintendent within forty-five (45) calendar days if the grievance procedure is selected, or within ten (10) days of notification of disciplinary action if the statutory procedure is selected.
- G. Letters of direction shall not be considered disciplinary actions. Letters of direction shall be retained in the employee's evaluation file at the building level. Notwithstanding Article IV, Section 5, letters of direction shall not be destroyed upon the change of the evaluator. At the request of the employee, a letter of direction shall be removed after it has been in the file for three (3) years, if no further similar or related incidents have arisen, and been documented in writing. The District shall provide a copy of the letter to the Association President unless the employee objects.

#### Section 4 - Academic Freedom and Professional Prerogative

- A. Academic Freedom shall be guaranteed to employees, and no special limitation shall be placed upon reasonable free flow of ideas for exchange and development within the academic community.

- B. Employees acquire and use specific knowledge about students' cultural, individual, intellectual, academic, and social development and use that knowledge to adjust their practice by employing strategies that advance student learning. The teacher uses content area knowledge, learning standards, appropriate pedagogy, and resources to plan and deliver curricula and instruction to advance student learning.

Employees are required to utilize the curriculum adopted by the District. However, employees also have the right to select supplemental methods and materials used for the instruction of students, consistent with board policy, standards-aligned District curriculum, and state standards. Likewise, in delivering District curriculum, teachers may exercise informed professional judgment (i.e., expertise, insight and creativity) in determining assessments, as well as when and how to adapt or modify lessons and materials to meet the diverse learning needs of students.

The parties agree that collaboration and consistency of curriculum across the District is an important goal. Therefore, implementation guides are important living documents that should be developed in collaboration by both parties to help teachers implement District curriculum and state standards across the District. It is understood that individual school teams, in collaboration with District teaching and learning administrators, may need to alter implementation guides to meet the diverse needs of their students. However, implementation guides cannot be changed in a way that reduces student access to a rigorous standards-aligned curriculum.

- C. No mechanical, electronic listening or viewing devices other than the intercom systems shall be installed by the District in any classroom or assigned work space or brought in on a temporary basis which would allow a person to be able to listen, record or view the procedures in any class or assigned work space, except by written permission of the employee.
- D. Controversial issues arising from classroom situations and subject matter may be discussed and explored in the classrooms throughout the District. Controversial issues arising in the normal classroom situation shall be handled as a regular aspect of instruction and learning guided by those factors which establish regular curriculum.
- E. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities.
- F. Classroom teachers shall be responsible for retaining lesson plans for one year as required by law.

#### Section 5 – Employee Files

A. Personnel File

The District shall maintain a personnel file for each employee. This file will exist in an electronic as well as a hard copy format. Whenever possible, the electronic file will store electronically processed information/forms initiated by either the employee or the District. These will include but not be limited to initial employment application and subsequent applications for other positions/roles, employment contracts, certification and transcripts.

The hard copy file may continue to be used for storage of information/forms that are not able to be completed or stored electronically. Whenever possible, the District will convert documents within the hard copy file to the electronic file while following state regulations. Otherwise, the hard copy file and non-converted records will remain in their current format. Derogatory information shall only be placed and stored in hard copy files. No other personnel file shall be kept anywhere in the District.

It is understood and agreed by the parties that listings and objective forms which include an employee's name and objective data shall not be construed to be a part of the contents of any personnel file. Such listings and forms shall be limited to the following:

Affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorizations for withholding from pay and employee withholding exemption certificate.

Employees will have access to their electronic personnel file at all times. Should an employee make a request to view their hard copy personnel file, the District shall make available, at the District administrative office, information from such listings and forms that pertain to said employee. At the employee's option, another person may be present at the review of the employee's personnel file and records. Upon request by the employee, a Director of Human Resources (or designee) shall prepare an inventory sheet to verify the file contents at that time.

The hard copy personnel records of an individual certificated employee shall be available for inspection by and not withheld from said employee, during normal working hours. Records are available for inspection between office hours of 8:00 a.m. and 5:00 p.m. during the work week. Appointments by phone, email, or letter may be arranged for another time if a Director of Human Resource's schedule or the employee's schedule is in conflict. A Director of Human Resources, or their designee, is to be on site and in attendance when personnel records are inspected. Upon request, copies of any documents, including one (1) copy of transcripts each year, contained therein shall be afforded the employee at no cost to the employee.

Notice of the inclusion of derogatory information in the personnel file will be given to the employee upon entry, and the employee shall be allowed to include their own short, concise comment to such derogatory statement. At the request of the employee, derogatory statements shall be removed after they have been in the file for three (3) years, if no further similar or related incidents have arisen and been documented in writing.

**B. Evaluation File**

In addition, the employee's assigned evaluator may keep an evaluation folder which will include working notes and evaluation forms only. No such materials shall be maintained in said folder unless a copy has been provided to the employee. Said folder will be kept in a secure place and be open for inspection only by the employee at any time during the work day. At the employee's option, another person may be present during review of said folder. A copy of completed evaluation forms shall be transferred to the employee's personnel file before the end of each school year, provided the evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as they continue as the evaluator for that employee. Once an evaluator is no longer the evaluator of a particular employee, all copies of working notes or completed evaluation forms will be destroyed or transferred to the employee's personnel file at the District office.

Computer-stored information is not to substitute for, or be considered a part of, either the personnel file or evaluation folder referenced by this Agreement. No computer-stored information shall be used for disciplinary or evaluative purposes unless such information has been entered in writing into the personnel file or evaluation folder as appropriate, and unless the employee has received a copy of any such material prior to its use for disciplinary or evaluative purposes.

**C. Grievance File**

A separate hard copy file for processed grievances shall be kept apart from the employee's personnel file and shall be open for inspection by the employee.

## Section 6 - Employee Protection

### A. Safe and Healthful Environment

It is the District's policy to provide a safe and healthy environment for students and employees. Employees shall not be required to work under conditions known to be unsafe or hazardous or to perform tasks which endanger their health, safety, or well-being. The District and the Association will commit to ensure the safety of students and staff and will partner with social agencies and other organizations to help preserve the health and safety of our schools.

### B. Industrial Insurance (L&I) Benefits

The District shall protect and hold harmless any employee from any action, claim or proceeding instituted against them arising out of the performance of duties for, or employment with, the District and hold them harmless from any expenses connected with the defense, settlement or monetary judgment from such actions, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law or criminal act as determined by a court of law.

### C. Assault

The District will take necessary and reasonable steps to protect and support employees who are the subjects of assault. The following assistance shall occur when an employee has been assaulted:

1. Any case of assault upon an employee or by an employee shall be promptly reported to the building administrator.
2. The District shall provide necessary support to fill out required paperwork and/or online incident report forms.
3. The administrator shall promptly render assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
4. The District will provide information to assist the employee in accessing the Employee Assistance Program.

### D. Personal Property Loss or Damage

The District shall provide protection under the provisions of its insurance policy for loss or damage to personal property of school employees while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof, when that is deemed necessary by the employee. The limit of liability hereunder shall be \$2,000 per employee for each such claim.

The District or its insurer shall reimburse an employee for any loss of or damage to personal property necessarily used in the course of their duty when such loss or damage is willfully and maliciously inflicted by students or persons known or unknown on school premises or while the employee is on duty, subject to the following conditions:

1. Employees shall attach any receipts or cost estimates that outline the amount of theft, vandalism or damage. Repair and replacement costs must be based upon the most current and available estimate of value.
2. Subject to the applicable District deductibles, exclusions, limits of liability, terms and conditions of this Agreement, to pay loss, up to the actual cash value of the damaged property at the time of damage to

the employee's personal property while the property is on District premises or in a District-owned or District-leased vehicle, and is being used for purposes usual, customary, and incidental to the employee's job duties, and when such loss occurs in conjunction with the District's covered loss.

3. A claim for reimbursement must be filed with the District Business Office immediately after the loss or as provided in the District insurance policy, whichever is later.
4. The limit of liability shall be \$2,000 for any one claim.

- E. Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance benefits in the form of time-loss payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's regular salary (under no combination of the above shall an employee be paid greater than their current salary amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss payments. Under the first option, deductions from accumulated sick leave will be made on the same pro rata basis.

Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Industrial Insurance Award) for the balance of the school year and then shall be entitled upon verification of a physician of the employee's physical ability to perform to return to service by the immediate beginning of the following school year. Employees injured on the job shall not be excluded from leave options described in Article VI.

#### Section 7 - Employee Safety

A. Compliance with Law

The District shall comply with state and federal laws pertaining to employee safety and health. Employees shall be expected to exercise reasonable care with respect to the safety and health of pupils and the safety of property.

B. General Employee Protection

The District shall provide a work environment free from unsafe, unhealthy or hazardous conditions. All employees will endeavor to avoid employment practices that would create hazards for themselves and others.

C. Inappropriate Behavior Directed Toward Employees

The District will be responsible for providing a safe and secure working environment for all employees. The District prohibits its employees from engaging in or tolerating abusive, intimidating, threatening, discriminatory, or harassing behavior whether in a verbal, written, or electronic form from any student, parent, guardian, District employee, or other person per MSD Board policy and procedures: Civility 4313, Nondiscrimination and Affirmative Action 5010, and Sexual Harassment 5025. The District will support an employee faced with such behavior in at least, but not limited to, the following ways:

1. If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee has the right to contact an administrator or school security and ask to have the individual removed.
2. When an employee experiences or witnesses communication of an abusive, intimidating, threatening, discriminatory, or harassing nature, the employee shall inform the appropriate administrator who will assist in resolving or responding to the issue. If the building administrator does not or is unable to solve the problem, employees should contact Human Resources or the Civil Rights Compliance Officer. If the

complaint is against a building administrator, the employee should contact Human Resources or the Civil Rights Compliance Officer. The complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

3. Staff that believe the School Board Civility Policy and Procedures 4313, Nondiscrimination and Affirmative Action 5010, Sexual Harassment 5025 or their rights under Article IV, Section 1 have been violated should contact their building administrator, Human Resources, or the Civil Rights Compliance Officer for assistance in resolving the matter.
4. The District will investigate the complaint fully and report outcomes in writing to the employee per MSD Board Procedure 5010 and/or 5025. However, the effectiveness of the District's efforts depends largely on employees telling the District about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, the District may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.
5. No employee will be subject to, and the District prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of inappropriate behavior of any kind as outlined in this section, pursuing a claim, or cooperating in related investigations.

D. Protections from Physical and Verbal Assault

1. Employees have the right to work in an environment free of physical and verbal abuse, and free from unlawful disturbance.
2. Any case of assault or physical harm upon an employee shall be promptly reported to their immediate supervisor.
3. The District will take necessary and reasonable steps to protect employees who are the subjects of assaults or physical harm consistent with school District policies and state law.
4. The District shall provide assistance to employees who are the victims of stalking, harassment, bullying, assault, or physical harm by students, parents, or community members when the employee is targeted because of their status as an employee of the school District.

Any employee who is the victim of any of the acts above shall have the right to:

- a. Meet with their supervisor within two (2) days of the incident or as soon as possible.
- b. Meet with the Director of Human Resources and/or the Special Education Director, if appropriate, within two (2) days of the incident or as soon as possible.
- c. Be provided access to the Employee Assistance Program.
- d. In the case of a student receiving special education services, initiate the IEP review process.
- e. Receive additional training if requested by the employee.
- f. Be provided other available assistance as needed at the time of the incident, including but not limited to leave with pay on the day of the incident which will not be charged to any accumulated leave.

In the event of assault or physical harm by a student:

- g. The principal will follow building discipline procedures as appropriate when dealing with students who commit assault or physical harm.
- h. The employee may refer the student to the student support team and access other District supports available and appropriate to meet student's needs (e.g., behavior specialists, SRO, counseling support for the class.)

- i. When appropriate, the administrator or a student support team will create or revise a behavior contract with the student to ensure student success.
- j. In the event a teacher or student is assaulted or physically harmed in the presence of other students, the building principal shall follow established discipline procedures (including implementing Article IV, Section 8.10.e.) and communicate any resulting actions to the teacher.
- k. The principal, or designee, shall inform Human Resources when an employee has been assaulted or experienced physical harm by a student. The employee may be allocated up to three (3) days of paid District leave following an assault by a student. The employee may apply for industrial insurance (L&I) benefits which begin after the third day following an injury. Once industrial insurance benefits are being provided, Article IV, Section 6.E. may be applied.

E. Legal Redress and Support of Employees

The District recognizes the right of an employee faced with such behavior to report the matter to proper law enforcement personnel who can investigate possible violations of state law, including, but not limited to RCW 28A.635. The District shall provide administrative support to an employee who makes such a report, and any time spent reporting to or cooperating with law enforcement personnel will be paid time.

F. Injury, Loss or Damage of Property

- 1. The District shall provide insurance protections covering employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and property thereof. Such insurance protection must include, at a minimum, liability insurance covering injury to persons and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.370)
- 2. Whenever an employee is absent from employment and unable to perform currently contracted duties as a result of assault or physical harm sustained in the course of employment, the District shall assist the employee in submitting related claims for industrial insurance and/or paid family medical leave.
- 3. When an employee is absent from employment and unable to perform contracted duties as a result of assault or physical harm sustained in the course of employment, and the employee feels current remedies are insufficient, they may appeal to the Assistant Superintendent, who will confer with the Association President.

## Section 8 - Student Discipline

In the event there are changes to the laws related to student discipline the parties will meet to bargain the impacts. In the event a change in law alters any provision of the Agreement, the parties shall meet and agree to any relevant changes to the Agreement.

No reprisals of any kind will be taken by School Administration against any employee for exercising their rights within this section.

A. District and Building Administrator Support

The Board and Superintendent shall support teachers in their efforts to maintain discipline and a safe learning environment in accordance with state law, District discipline policy, and established school discipline plans.

B. District and School Student Discipline Plan and Supports

The parties agree that student discipline is a mutual responsibility of the staff and administration and that such discipline must take into consideration student learning differences, diversity of background, and the physical, emotional, and psychological needs of the student. The District administration and Board shall support and uphold its employees in their use of prudent, legal, and reasonable disciplinary measures, and

shall assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

To assist employees in their exercise of such disciplinary efforts, the District shall:

1. Take steps to assume the legal responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations. The principal shall assume administrative authority and responsibility for the supervision, counseling, and discipline of students at their building.
2. Prior to each school year, require that each building principal and the teaching staff shall meet to collaboratively review, revise, and/or develop school discipline plans. School discipline plans shall include expectations for students, how to teach expectations to students, and how to enforce those expectations. School discipline plans shall also address application to students with IEPs.
  - a. Schools shall use their collaborative decision-making model (consistent with Board Policy 4240) to review, revise, and/or develop their school discipline plan. Schools should begin this process in the Spring with further review in August/September before distributing the plan.
  - b. School discipline plans shall include an immediate response plan for emergencies that may occur in the building or on the playground, as well as a written procedure for student discipline referrals when the principal is not available.
  - c. School discipline plans must include recommended appropriate consequences for students who do not comply with the expectations.
  - d. Building principals shall provide a copy of the discipline plan developed by the building to each employee by September 30.
3. Ensure an administrator or a designee shall be available during school hours to provide prompt assistance and support to employees in connection with student discipline problems.
4. Provide per diem compensation to employees when it is necessary to clean work areas that are damaged by students in crisis and reimburse employees for the personal items damaged or destroyed.
5. Recognize and support an employee's use of restraint and/or isolation when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm. Likelihood of serious harm means:
  - a. A substantial risk that:
    - i. Physical harm will be inflicted by a student upon their own person, as evidenced by threats or attempts to commit suicide, or inflict physical harm on oneself; or
    - ii. Physical harm will be inflicted by a student upon another, as evidenced by behavior that has caused such harm or that places another person or persons in reasonable fear of sustaining such harm; or
    - iii. Physical harm will be inflicted by a student upon the property of others, as evidenced by behavior that has caused substantial loss or damage to the property of others; or
    - iv. The student has threatened the physical safety of another and has a history of one or more violent acts.
6. Recognize the right of employees to expect acceptable behavior from all students and specifically to recognize the right of a teacher to take disciplinary action consistent with the school discipline plan to correct a student who disrupts normal classroom activities, abuses or insults a teacher as prohibited by law, willfully disobeys a teacher, uses abusive or foul language directed at a District employee, school



volunteer, or another student, violates school rules, or who interferes with an orderly education process.

7. Recognize an employee's right to recommend to the building administrator suspension or expulsion of a student.
  - a. Where such recommendations are made but not followed, the District shall provide the employee with a summary of the action or actions taken or not taken and the reasons therefore.
  - b. Upon request, employees shall be provided with a detailed procedure and timeline describing the District suspension/expulsion student appeal process, including any required action on the part of school administration as part of this process.
  - c. For students under long term suspension or expulsion, a reengagement meeting with the student and family, and the principal (or designee), shall occur prior to the student's return to school for the purpose of establishing a reengagement plan that allows for student success. Involved teachers will be invited, but not required, to attend the reengagement meeting.
8. While a student is suspended or expelled, presume the classroom teacher will provide the student with the grade-level curriculum and/or assigned homework.
9. Notifications, as described below, will provide employees with information necessary to protect the student as well as others in the school community, unless otherwise restricted by law. Recognize an employee's right to be notified by the Principal:
  - a. Whenever said Principal has been notified that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
    - i. A violent offense (as defined in RCW 9.94A.030(46) and Chapter 9.41 RCW);
    - ii. A sex offense (as defined in RCW 9.94A.030(47);
    - iii. Assault--physical harm (as defined in Chapter 9A.36 RCW);
    - iv. Kidnapping, unlawful imprisonment, and custodial interference (as defined in Chapter 9A.40 RCW);
    - v. Harassment (as defined in Chapter 9A.46.RCW); and
    - vi. Arson, reckless burning, and malicious mischief (as defined in Chapter 9A.48 RCW).
  - b. Whenever said Principal learns that a new student at the school or a student already enrolled at the school has a history of violent behavior and/or a history of serious disciplinary matters that have resulted in long term suspensions or expulsions.
  - c. The notification(s) referenced in paragraph 'a' and/or 'b' above shall be made within a reasonable period of time, and if time permits, prior to the student's entry into the teacher's classroom. The classroom teacher shall be provided access to the student's records relevant thereto, unless otherwise restricted by law.
10. Recognize and support an employee's right to remove a student from a class and direct such student to a designated site consistent with building discipline procedures, when the employee deems such action necessary to maintain order or discipline, provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action. (RCW 28A.600.020)
  - a. Such temporary removal may be for all or any balance of the school day, or up to the following two (2) days.
  - b. In no event, without the consent of the teacher, may an excluded student return to the class or activity period until the Principal or their designee and the teacher have conferred. The Principal or

their designee and the teacher will meet and confer on the need for a behavior support plan for those students who are repeatedly disruptive.

- c. In such instances of temporary removal, the employee has the right to be consulted with regard to the facts of the situation and any actions to be taken with the student, including recommended suspension or expulsion.
  - d. It shall be the responsibility of the principal or designee to contact the student's parent(s) or guardian in cases of suspension.
  - e. If student misconduct affects other students, such as when a room needs to be evacuated, or when students witness a verbal or physical harm or assault, the Principal will confer with the teacher to determine the best method and form of communication to parents of the affected students. The District will support school staff by providing communication templates.
11. Confer with staff who refer or witness significant behavior incidents prior to taking final disciplinary action.
  12. Notify the employee immediately in any instance in which a student or parent instigates any complaint procedure (formal or informal) relative to any student disciplinary matter in which the employee may be involved and keep all involved employees apprised of the status and disposition of all student disciplinary appeals, including appeals of suspension or expulsion.
  13. Recognize the right of any employee involved in any formal student disciplinary hearing or appeal to have their own representation.
  14. Notify impacted employees when a student is disciplined for conduct that posed a significant risk to the safety or well-being of that impacted employee, or other students, or other members of the school community. If the District believes the student may retaliate with behavior that poses a significant risk to the safety or well-being of the school community due to any form of discipline, all employees in the building will be notified of that risk, unless otherwise restricted by law.
  15. Not assign a student committing an offense under Chapters 9A.36 RCW (assault), 9A.40 RCW (kidnapping, unlawful imprisonment, custodial interference, luring, trafficking, and coercion of involuntary servitude), 9A.46 RCW (harassment), and 9A.48 RCW (arson, reckless burning, and malicious mischief) to that teacher's classroom and/or caseload for the duration of the student's attendance in the District when the activity is directed toward the teacher.

C. Emergency Situations

In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific Board or building policies and not inconsistent with Federal and State laws and regulations.

D. Supporting Students with Significant Behaviors

The following provisions are intended to support the success of students with exceptional behavioral needs:

1. Teachers assigned students with 504 plans shall have an opportunity to participate in the development of behavioral support plans of students assigned to them.
2. The teacher(s) and building administrator, as well as other relevant staff, may meet and agree to a behavior support plan which provides for the safety and well-being of staff and other students. The District will provide sample behavior support plan templates to schools.

3. The teacher and an appropriate District and/or building administrator shall meet to discuss the need for any additional resources (Examples include but are not limited to: para, BIS prof-tech support, training, supervised quiet space for student, consultation with BIS, consultation with relevant District administration, sensory supports) to support students with exceptional behavior.
4. The teacher has the right to refer the student to the guidance team or make a special education referral.

E. Student Discipline Meetings, Due Process Hearings, and Re-Entry Meetings

When an employee is required to attend (or submit information to) student discipline committees, due process hearings, or re-entry meetings that occur outside the workday or during an employee's planning period, the employee shall be compensated at their per diem rate. If a teacher should be required to attend a due process meeting for purposes of being questioned by administration, the teacher shall have the right to union representation.

### Section 9 - Individual Employee Contracts

The District shall provide each employee a written contract with all assignments indicated therein and in conformity with Washington State law, State Board of Education regulations and this Agreement. All supplemental duties and assignments shall be in the form of a supplemental contract.

Employee contracts shall be distributed as soon as possible each school year.

A. Copies of Contract

One (1) copy of a contract shall be given to the employee each year for signature. The employee may make a copy for their records, however, the original shall be forwarded to the Human Resources Department and placed in the employee's personnel file.

The individual employee contract shall be executed for continuing employees and with an appropriate notation for provisional employees, with the addition of the following:

Said employee shall receive employee benefits from and shall be subject to terms of the collective bargaining agreement as negotiated in conformity with the Educational Employment Relations Act or as otherwise provided by Washington State Law.

B. Length of Contract

The length of the regular employee contract shall be one hundred eighty-four (184) days or one hundred eighty-six (186) days for first-year employees, except that the regular contract for the following positions shall have the following additional number of days available:

BIS and BCBA.....	10 days
Mentors and TOSAs .....	10 days
Librarians/Media Specialists.....	10 days
Secondary Counselors .....	12 days
Nurses .....	10 days
Psychologists.....	10 days
SLP, OT, and PT .....	5 days
Career and Technical Education & ELL.....	As determined by program

Special Education Teachers..... 3 days

In addition to the contract days listed above, the District may offer extended contract days to employees. Extended days shall be offered in the form of a supplemental contract.

Any contract extension over one hundred eighty-four (184) or one hundred eighty-six (186) days for first-year employees, including the above listed positions, shall be computed at per diem of that employee's contract pay for each additional day (see Appendix C).

One half of one (1) extended day for special education staff is dedicated to in-service activities coordinated by the Director of Special Education.

With permission of the Director of Special Education,

1. Special Education teachers may schedule the remaining portion of the three (3) days during a school vacation, a holiday or on a weekend during the school year, on or off site;
2. Psychologists may schedule five (5) of their respective days during a school vacation, a holiday or on a weekend during the school year, on or off site;
3. Nurses may schedule four (4) of the ten (10) days during a school vacation, a holiday or on a weekend during the school year;
4. SLPs, OTs, and PTs may schedule the remaining portion of the five (5) days during a school vacation, a holiday or on a weekend during the school year, on or off site.

#### Section 10 - Supplemental Contracts

In addition to the basic contracted days agreed to in Section 9 above, the District may offer supplemental days and/or work to be separate and apart from salaries reported to the State for determining District salary compliance. Non-renewal of a supplemental contract will not constitute an adverse change in an employee's continuing contract status and will not be subject to arbitration. Supplemental contracts will not exceed one (1) year in length, are subject to collective bargaining, and are not payment for services that are part of the basic education program.

Employees whose supplemental contracts require them to start work prior to the effective date of the new contract, shall nevertheless, be considered to be working under the new contractual agreement.

Supplemental contracts for co-curricular assignments shall be offered to current certificated employees. If no qualified and willing certificated employees are available, then the position may be filled from outside the District by an individual possessing the required certificate. All co-curricular job openings will be posted in each school in keeping with current practices.

Supplemental day contracts shall be computed at the employee's per diem rate.

#### Contracts in excess of 1.0 FTE

Prior to offering additional FTE to a 1.0 FTE employee the District will:

- A. Post the vacancy and seek qualified internal (part-time) employees and external candidates.

- B. Examine the master schedule to determine if internal staffing assignments can be altered to resolve the additional FTE need.
- C. The District shall confirm with the Association President that A. and B. have occurred, then advise the Association President when an employee is requested to accept any increase above a 1.0 FTE contract (up to a maximum of an additional .2 FTE, or 1.2 FTE total) so that the Association may confer with the employee as necessary.
- D. An employee that accepts a contract in excess of 1.0 FTE will have a proportional increase in their base and supplemental contracts, caseload-related stipends, extended days, and IEP release days. These increases shall be pro-rated effective the start date of the additional FTE. No adjustments will be made to benefit allocations or leave allocations. Employee leave deductions will be reflective of their 1.0 contract.

This does not apply to elementary specialists who provide band or orchestra instruction.

#### Section 11 - Assignment, Vacancies and Transfer: General Education and Special Education Teachers

##### A. Definitions

For the purpose of this section the terms below shall be defined as follows:

- 1. TRANSFER - A “transfer” shall mean a move by an employee from one school to another.
- 2. VOLUNTARY TRANSFER - A “voluntary transfer” shall mean a transfer that an employee requests.
- 3. INVOLUNTARY TRANSFER - An “involuntary transfer” shall mean a transfer that an employee has not requested.
- 4. ASSIGNMENT - An “assignment” shall mean the placement of an employee in a particular grade level, subject area, or specialty area within a building.
- 5. REASSIGNMENT - A “reassignment” shall mean a change in an employee’s assignment within a building regardless of an employee’s FTE. Reassignments are not subject to the transfer provisions herein.

The elementary content area specialist positions of Teacher-Librarian, Music and any PE positions more than .5 FTE shall be considered vacancies and shall be filled through the District transfer process.

- 6. VACANCY - A “vacancy” exists:
  - a. Whenever an employee resigns, retires, is discharged, non-renewed or transferred prior to July 15, and the District intends to place a continuing contract person in the former employee’s position.
  - b. When a new position is created by the District.
  - c. A vacancy does not include a position vacated by an employee on a leave of absence.
- 7. SENORITY
  - a. When two (2) or more employees meet the qualifications for a vacancy, the most senior employee shall be assured the position.
  - b. Seniority shall be defined as District years of service.
  - c. When two or more qualified employees have the same seniority for a transfer to a vacancy, the position shall be given to the employee who meets the following criteria in priority order:
    - I. Washington State experience;
    - II. The greater number of quarter equivalents of college credit/clock hours per transcripts on file with the District;

III. The person chosen by lot.

B. General

1. Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching endorsements/certifications.
2. The District will provide the Association President no later than October 15 a list of provisional employees teaching out of their endorsement area in accordance with State law, and a copy of a written plan of support if required by law.
3. The assignment, vacancy and transfer provisions included herein (Article IV, Section 11) shall apply to all certificated teachers (general and special education) and P-12 School Counseling Team.

C. Assignment

1. Tentative Assignment  
Employees shall be notified of their tentative assignment (including tentative teaching programs and special assignments, and any proposed changes to part-time employee schedules) for the ensuing school year by May 15 for Elementary employees and by June 1 for Secondary employees.
2. Reassignment  
Reassignment is at the discretion of the building administrator. Building administrators shall consider the following guidelines:
  - a. Prior to reassigning an employee, the District may seek volunteers.
  - b. The District will notify a reassigned employee in writing as to the reason for the reassignment.
  - c. The District shall not use this process for retaliation. Performance issues should be addressed with the employee through other relevant provisions of this agreement.
  - d. Endorsement unused (in MSD) in the ten (10) years prior to the start of the ensuing academic year shall only be considered for reassignment in exceptional circumstances. The employee will be notified in writing of the reason for such reassignment.
  - e. The District shall only reassign an employee from a general education position to a special education position in exceptional circumstances. The employee will be notified in writing of the reason for such reassignment.

When the District determines the need to reassign staff under paragraphs 'd' and 'e', herein, these reassignments will be counted towards the limits established in Article IV, Section 11.G.3.

D. Assist in Making Move for Involuntary Classroom Change

One (1) day of additional compensation paid at per diem will be given to elementary classroom teachers that are involuntarily moved to another classroom within the same building. In addition, upon request, the District will provide assistance in relocating materials.

E. Voluntary Transfer

1. At the first LMC meeting of each school year, the District and Association will identify and communicate the specific transfer posting dates for vacancies for the following school year. These posting dates will be sent via email to all certificated employees from the Human Resources Department. A list of known vacancies will be posted on the District's website and sent by e-mail to the Association according to the agreed upon schedule.

Vacancies resulting from employee resignations on or after July 15 shall not be subject to the transfer provisions, except as provided in "Summer Vacancies" below.

2. Employees wishing to apply for any of the posted vacancies must apply online within three (3) school days after the posting date. The end of this time period shall be referred to as the "transfer closing date."
3. Within seven (7) school days of the "transfer closing date," the Principal or supervisor will review the transfer request, arrange for an interview, if necessary, and fill the position according to the selection criteria outlined below or exercise the set aside provision.
4. Prior to the next transfer posting dates in March, April or May, or within ten (10) school days after a transfer closing date in June and July, the Association President will be provided notice of transfer applicants and results, and transfer applicants will be notified of the decision of their transfer request. (See also paragraph 10, herein.)
5. Summer Vacancies:  
Vacancies occurring after the last day of school and prior to July 15 will be posted for transfer. The following procedure, in addition to the other procedures outlined herein, shall be observed:
  - a. Employees with specific interests in possible vacancies must notify the Human Resources Office of their interest in writing during the last regular week of school or no later than June 30. The notice shall include a summer address and telephone number as well as an alternative phone number where the employee can be contacted.
  - b. When a vacancy occurs and an employee has expressed a transfer interest in a position similar to the vacancy, the Human Resources Office shall make all diligent efforts to notify the employee.
  - c. The employee shall indicate to the Human Resources Office whether they are interested in the specific vacancy when notified. All interested employees will be considered for the position pursuant to the criteria outlined in this section.

Vacancies occurring on or after July 15 will not be posted for transfer. However, employees who have expressed an interest in specific vacancies as noted in a. above will be eligible for transfer. Procedures b. and c. above shall apply.

6. The Association and District recognize that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. In such cases, the vacancy may be filled on a temporary basis until the end of the school year, at which time the position will be considered vacant and posted in accordance with these provisions. Should the District decide to fill the vacancy on a regular rather than temporary basis, then all other provisions of this paragraph E shall apply.
7. Criteria for Filling  
All vacancies shall be filled on the basis of qualifications in the vacancy posting. Qualifications are limited to certification/endorsements. Additional "preferred" qualifications may be determined by the District, but are not required for placement in a position. Employees with at least a 0.5 FTE contract who possess the qualifications to fill a vacancy are eligible to transfer to positions of 0.5 FTE or greater.
8. Transfer Eligibility
  - a. Disciplinary material concerning the employee's interaction with students and documented by the District in the employee's personnel file may disqualify an employee from a voluntary transfer.
  - b. Employees that have received a growth plan in the current or previous school year, or unsatisfactory final evaluation in the previous year, are not eligible for a voluntary transfer.

- c. Employees with five (5) or more years of experience who have received a summative evaluation rating of unsatisfactory or basic in the previous year are not eligible for a voluntary transfer.
- d. Provisional employees who have been notified by March 1 of possible nonrenewal are eligible for one (1) additional voluntary transfer during the remainder of their provisional status.

9. Set Aside Provision

- a. The District may set aside the seniority transfer provision above for 1.50% of bargaining unit positions each school year provided that the above provisions are followed for all other vacancies. The District will notify the Association, in writing, when the seniority transfer provision above is to be set aside.
- b. In the event a specific employee requests a transfer to three (3) or more vacancies and the District intends to use the set aside provisions herein, the District will be charged a maximum of two (2) set asides from its 1.50% in order to set aside the seniority transfer rights of the specific employee for all of the vacancies. This provision is limited in applicability to two (2) consecutive years for a specific employee.

10. Notification of Request Results

Human Resources shall notify, in writing, the Association President and each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request including but not limited to lacking minimum qualifications and/or seniority, or the District's use of a set-aside provision.

11. Assistance in Making Move

Upon request, the District will provide transportation of employee materials to the new site for a transferred employee.

F. Intra-District Voluntary Staff Exchange

With approval by both staff members and their administrators, two (2) staff members may exchange job positions for one (1) school year. Such exchanges are temporary, and each staff member will be considered placed at their original school for the following year's staffing. After the year, if all four (4) parties agree, the transfers can become permanent placements.

G. Involuntary Transfer

1. Priority to Volunteers

When the District has determined that an involuntary transfer may be necessary from:

- a. a specific elementary grade level or
- b. a specific grade level or subject area at a middle school or
- c. a specific grade level or subject area at a high school.

The District will first solicit volunteers within that grade level or subject area.

2. Application of Seniority

Once the District has determined it may be necessary to involuntarily transfer an employee from a specific grade level or subject area within a school because they are overstaffed:

- a. Prior to the beginning of the school year, if the transfer becomes necessary at an elementary school, the least senior employee from the identified building who meets the minimum qualifications for the transfer position shall be chosen, or
- b. After the beginning of the school year at elementary schools and at all times for secondary schools, the least senior employee from the identified grade level or subject area who meets the minimum qualifications for the transfer position shall be chosen if the transfer becomes necessary.



3. Seniority Exception

The District may involuntarily transfer up to 0.5% of bargaining unit employees per school year for causes not specified in paragraph 2 above, and without regard to seniority.

Further, in the event a building administrator has a concern regarding an employee's professional performance and/or professional interactions, the building administrator must meet with the employee to discuss the issues and jointly seek resolution of such concerns. In the event such concerns are not resolved, the building administrator shall contact the appropriate Executive Director and Association President to review such concerns with all parties and discuss potential solutions.

4. Consecutive Transfers

Regardless of any other provision herein, no employee shall be involuntarily transferred more than once in three (3) years.

5. Notice

The Superintendent or their designee shall notify the affected employee in writing of the reason(s) for such transfer before the change is to become effective. When the need for a transfer is known prior to the start of the school year, at least ten (10) days written notice will be given to the employee who is to be transferred. In circumstances requiring transfers after the start of the school year, notice will be provided as soon as possible. The transfer shall occur as soon as possible after consultation between the affected employee and the District with at least two days prior notice.

6. Assistance in Making Move

Two (2) days of released time or additional compensation paid at per diem will be given the employee who is making an involuntary transfer. The District will provide transportation of employee materials. The provisions of this paragraph shall also apply to those employees who volunteered for a transfer as a result of paragraph G. 1. above.

7. Preference to Return

Employees who are transferred will be given preference on returning the following year to the position from which they have been transferred.

H. Boundary or Program Changes

The District will notify the Association President, in writing, of the Board's intent to modify the staffing patterns in a school as result of any boundary or program changes. The President may consult with the Superintendent or designee regarding the potential impact on certificated staff in the affected schools.

Section 12 - ESA Assignment, Vacancies and Reassignment

A. Definitions

For the purpose of this section the terms below shall be defined as follows:

1. ASSIGNMENT – An “assignment” shall mean the placement of an employee within a particular “building(s).” Assignments are at the discretion of the special education director.
2. REASSIGNMENT- A “reassignment” shall mean a change in an employee’s assignment to a different “building(s).”
3. VACANCY - A “vacancy” exists:
  - a. whenever an employee resigns, retires, is discharged, non-renewed or transferred, and;

- b. the District intends to place a continuing contract person in the former employee's position. A vacancy also exists when a new position is created by the District. A vacancy does not include a position vacated by an employee on a leave of absence.

B. ESAs

The following shall apply to the assignment or reassignment of ESAs (SLPs, OTs, PTs, Nurses, and Psychologists):

1. Prior to hiring any additional ESAs or offering supplemental contracts, the District will offer its part-time staff the additional FTE based on seniority unless the specific assignment of the additional FTE results in inefficient use of service time.
2. The District will offer supplemental contracts based on seniority unless the specific assignment of the additional FTE results in inefficient use of service time.
3. By April 1, employees shall be provided the opportunity to advise the Director of Special Education or designee of employee preferences for assignments.
4. The Director of Special Education or designee shall consider employee preferences when an opening exists, and shall notify, in writing, each ESA whose request(s) for a new assignment was not granted and the reason(s) for not granting the request(s).
5. One (1) day of released time or additional compensation paid at per diem will be given to the ESA who is making an involuntary reassignment which requires moving their office to a new worksite. The District will provide transportation of an employee's materials for a voluntary or involuntary move to another worksite.

Section 13 - Resignation

An employee under a signed employee's contract for the current or following school year shall be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the Human Resources Director.
- B. A release from contract for the succeeding school year shall be granted provided a letter of resignation is submitted prior to May 15.
- C. For letters of resignation received after May 15, a release from contract for the succeeding school year shall be granted provided a satisfactory replacement can be obtained, or the Board approves such release because of emergency circumstances.
- D. A release from contract shall be granted upon the employee's request in case of illness or other conditions which makes it impossible for the employee to continue in the District.
- E. A release from contract during the current year may be granted at the discretion of the Board.

Section 14 - Security of Bargaining Unit Work

The District shall employ only individuals who have earned a valid certificate for positions that require such certificates in accordance with state law and Washington Administrative Code regulations in effect on the effective date of this Agreement.

## Section 15 - Reduction of Personnel

When the District determines under applicable law that levy loss or other conditions require the non-renewal, adverse effect or require a reduction in certificated personnel, the following procedures and criteria will be applied in determining the affected personnel:

- A. In the event the Board anticipates a layoff of employees, it will notify the Association at least thirty (30) days before adopting a reduced educational program and will post a seniority list.
- B. The District shall determine, as accurately as possible, the total number of employees known to be leaving the District for reason of retirement, family transfer, normal resignation, discharge or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year. The District will make every effort to avoid having to reduce employees who intend to return to the District by not replacing vacant positions caused by attrition factors.
- C. Possession of any valid Washington State Certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.
- D. Employees will then be considered for retention of assignment to positions available under the reduced or modified educational program based on the training and experience of the personnel. For purposes of determining experience, the following categories shall be applicable:
  - 1. Employees holding an elementary certificate will be eligible for retention in grades K-5.
  - 2. Employees holding a secondary certificate will be eligible for retention in grades 6-12 in subject matter assignments in fields in which they have major or minor preparation; or, if they have actually held a subject matter assignment during any of the past five years in a subject in which they do not have a major or minor they will be considered qualified through experience for retention in that subject.
  - 3. Employees holding ESA (Educational Staff Associate) certification will be eligible for retention in their certificate area.
  - 4. An employee may qualify in more than one of the above categories.
- E. Selection within Employment Categories  
Certificated employees shall be considered for retention in available positions within the categories or specialties for which they qualify under paragraph D. In the event there are more qualified employees than available positions in a given category or specialty the following seniority provisions shall be used to determine which employees shall be recommended for retention:
  - 1. The position shall be given to the employee(s) who has the greatest seniority as defined herein. Seniority is defined as length of certificated employee service within the State of Washington including private and parochial certificated employee service. Ninety (90) days or more within a school calendar year shall count as one year of experience. The current Association President shall be equal in seniority to the most senior certificated employee in the District.
  - 2. In the event more than one individual employee has the same seniority ranking, all employees so affected will be ranked in accordance with the total seniority as certificated employees in the District.

3. In the event that more than one individual employee has the same seniority ranking after applying the above provision, the position shall be given to the person who has at that time the greater number of quarter equivalents of college credit as evidenced by college transcripts the employee has placed on file with the Mukilteo School District.
  4. The District shall develop and distribute by November 15 of the applicable year, a certificated Seniority List. The verifications of credit must be completed by January 31.
  5. In the event more than one individual employee still qualifies after applying the above provisions, a final determination will be made by drawing lots.
- F. The provisions above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.
- G. Certificated personnel who have been reduced under the foregoing shall be placed in an employment pool for possible reemployment and, if qualified under the criteria of paragraph D, shall receive preferential recall rights over any outside applicants. That pool shall exist during the next following school year and upon written notification by the employee by May 15 through the third October 1 following layoff. As certificated personnel positions become available during that time, pool personnel will be given the opportunity to fill vacancies as they occur, and for which they are qualified by experience and training, by application of the foregoing criteria, in reverse order. Upon reemployment, employment benefits will be restored in accordance with the law. If a position is offered to a pool person and not accepted within ten (10) days, their name will be removed from the pool. Substitute teaching positions shall be offered to employees in the pool, in rotating alphabetical order, before non-pool personnel are offered such positions. The refusal of substitute teaching positions shall not negatively impact a "pool" employee.
- H. Nothing herein shall be construed to be in violation of the requirements of the binding regulation on the Washington State Human Rights Commission and/or any affirmative action policies or regulations of the District, with respect to such matters, this article shall be deemed amended to allow compliance herewith in cases of layoff and recall.
- I. In lieu of layoff and before the Superintendent has taken action under paragraph F, affected employees shall be allowed the option of taking a leave of absence under "other leaves," subject to all rights by individuals so electing for rehiring under paragraph G.
- J. Employees who are on leave (under the provisions of this Agreement) during one (1) school year, and who are due to return the following school year, are subject to the provisions of this Section just as any other employee who was not on leave.

#### Section 16 - Job-Sharing

Job-sharing describes the situation whereby two (2) certificated employees who hold continuing contracts voluntarily agree in writing to share one (1) position that would normally be filled by one (1) employee. The District has sole discretion on the number of job shares allowed annually each school year.

If two (2) employees have mutually agreed to job share, they will submit their application to the principal of the proposed job share school using the form in Appendix B by May 15.

An employee interested in pursuing a job share, but has not found a job share partner, may submit their interest to Human Resources using the form in Appendix B.1. by April 1. Forms will be reviewed and staff with related interests will be matched. Those staff will be notified of potential job share matches within five (5) working days allowing them to connect and determine if they want to proceed. A job share application (Appendix B) must be submitted to the principal of the proposed job share school by May 15.

The building principal has the sole discretion to approve a job share in their building on an annual basis and decisions must be completed by June 1. If a principal denies a request, they will explain the reasons in person to the teacher(s).

Job-sharing will be for at least one (1) school year. At the end of the job share, staff will return to their previous position subject to normal staffing considerations consistent with this Agreement,

Responsibilities of an assignment by two (2) job-sharers shall be divided and/or allocated according to a plan designed by the job-sharers with the approval of their building principal.

A job-sharing certificated employee will be granted a leave of absence for that portion of full FTE not worked and shall be paid the regular employee contract rate and benefits based on a prorated percentage of time worked.

## **ARTICLE V - MANAGEMENT RIGHTS**

### **Section 1 - Management Rights and Responsibilities**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington, and of the United States, including, but without limiting the generality of the foregoing rights:

- A. To the executive management organization and administrative control of the District and its properties and facilities;
- B. To direct the work of its employees, determine the time of daily operation and determine the kinds of services to be provided;
- C. To hire and evaluate all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such employees;
- D. To establish educational policies, goals and objectives; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of any emergency. An emergency is defined for the purpose of this Article as a clear and present danger to the health and safety of students and employees and the protection from immediate threat to District property.

## **ARTICLE VI - LEAVES**

### **Section 1 - Illness, Injury and Emergency Leave**

- A. At the beginning of the school year, each employee shall be credited with an advanced leave allowance hereunder of twelve (12) days with full pay to be used for absence caused by emergency (defined as a sudden or unanticipated event or set of circumstances where pre-planning could not relieve the necessity for the employee's absence excluding place of residence), illness, injury, poor health, maternity, or other disability, as authorized by law.
1. Leave under this Section shall also be granted for emergency illness or personal injury accident to a member of the immediate family or to any member of the household.
  2. For full year part-time employees, the days granted shall be of a length in proportion to the part of full-time worked. Employees who worked for only a portion of a school year shall be granted a pro rata amount of sick leave days.
  3. Each employee's portion of unused leave allowance hereunder shall accumulate from year to year.
  4. After five (5) consecutive leave days hereunder, the District may require reasonable proof for absence.
  5. For employees contracted less than a full school year and/or contracted as part-time employees, the twelve (12) days shall be prorated, based on the employee's FTE contract.
  6. In the event an employee should terminate employment having used, because of advance crediting, more leave days than they are entitled to, adjustment to salary due but unpaid, or procedures for repayment, will be implemented by the District as appropriate.
  7. Full-time employees may use their accumulated sick leave in either full-day or half-day increments.
- B. An employee reporting an illness and/or requesting a substitute shall submit the information through the substitute/employee leave management system in a timely fashion.
- C. An employee who is absent because of a County Health Department quarantine restriction from the work site, as verified by a physician, will be subject to the following conditions:
1. If the employee is ill, sick leave will apply.
  2. If the employee is not ill and has a bona fide medical or religious exemption from immunization, or if said employee upon quarantine promptly obtains immunization, the employee will be assigned an alternate work site.
- If the employee does not fit either 1 or 2 above, the employee will be on leave without pay or benefits.
- D. Employees will have electronic access to an accounting of their accumulated leave hereunder and all transactions concerning their leave days at any time.
- E. Upon return to employment with the District, any former employee shall be credited with the balance of unused leave hereunder accumulated at the time of termination of their employment with the District.
- F. An employee who has exhausted accumulated leave hereunder and who is unable to perform their duties because of illness or other disability, will be entitled to leave without pay for the period of disability up to one (1) year. Extension of such leave beyond one (1) year shall be at the sole discretion of the Superintendent. An employee granted such leave without pay shall be entitled to return to service after giving ten (10) days written notice to the Superintendent and with written permission of their physician, provided that, if the

District has contracted for a replacement for said employee, return to duty shall not take place until the expiration of the replacement employee's contract.

G. Accumulated Leave Cash Out

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option, upon written notice to the employer, to receive remuneration for unused leave in February for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. The amount of the remuneration will be calculated in accordance with WAC 392.136.015 as defined in WAC 392-136-010. The number of sick days an employee is eligible to convert is the number in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by leave policies of the District (a maximum of twelve days per year) and subtracting the number of sick days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.

At the time of separation by any employee from school District employment due to retirement or death, or at the time of resignation by TRS Plan 2 or TRS Plan 3 members who meet the requirements set forth in WAC 392.136.020. ii(a) and ii(b), an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury up to legally authorized maximum accrual.

H. Shared Leave

Employees may donate leave directly to a fellow employee and/or to a leave bank, consistent with law, for the purposes of supporting fellow employee(s) when:

1. The employee is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; or
2. The employee is sick or temporarily disabled due to pregnancy disability; or
3. For parental leave to bond with the employee's newborn, adoptive, or foster child; or
4. The employee is the victim of domestic violence, sexual assault, or stalking; or
5. The employee has been called to service in the uniformed services; or,
6. Any other condition as indicated by law that is likely to cause the employee to go on leave-without-pay status or terminate their employment.

An employee participating in leave sharing for parental bonding and/or pregnancy disability may maintain up to forty (40) hours of sick leave in reserve. Parental leave means leave to bond and care for a newborn child or after placement for adoption or foster care, for a period of up to sixteen weeks (16) weeks and within the first twelve (12) months after birth or placement.

Other regulations, as outlined in law, apply to both recipients and donors of such leave. Employees may contact the District's Payroll Department for more information.

Section 2 – Leaves Related to Childbirth and Childcare

The options contained in this Section are available to an employee with regard to leaves related to childbirth and/or childcare.

A. Childbirth Leave

Childbirth leave refers to the period of temporary disability due to pregnancy and/or the birth of a child by an employee. The length of childbirth leave may vary and is based on the employee's and child's needs as verified by a treating physician.

A pregnant employee may take a leave without pay or use some and/or all of their accumulated illness, injury, or emergency leave to cover temporary disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom. The purpose of this option is to cover only the period of disability and should not be used if the employee desires a longer leave (for childcare leave, see paragraph B. below). Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use consecutively and intends to retain shall be provided at the time they notify the District as required below. Leave days for the disability period not covered by illness, injury or emergency leave shall be without pay and benefits unless otherwise required by law.

Except in cases of medical emergency, the employee shall inform the District at least thirty (30) school days in advance of their intention to take leave, and of the approximate time they expect to return to work.

Childbirth leave shall extend no more than thirty (30) work days immediately following childbirth unless the employee's physician certifies that the employee is unable to perform their normal duties as an employee due to a temporary disability caused by childbirth. Sick leave may be used on contracted calendar year days while on childbirth leave.

The District and Association will jointly provide childbirth or childcare leave training for interested employees on an annual basis.

B. Childcare Leave

Childcare leave refers to the following circumstances:

1. after the disability period related to pregnancy, or
2. after the birth of a child, or
3. after the adoption of a child, or
4. after acquiring long-term parental guardianship due to the execution of a will or by statute.

An employee may take a leave without pay or use some and/or all of their accumulated illness, injury, or emergency leave for childcare leave. Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use and intends to retain shall be provided at the time they notify the District. Employees shall inform the District at least thirty (30) days in advance of their intention to take childcare leave and the date of return shall be set at the time the leave is granted. Childcare leave must be taken within twelve (12) months following childbirth leave, the date of birth of a child, the date of adoption, or the date of acquiring long-term parental guardianship due to the execution of a will or by statute. Childcare leave is not required to be contiguous with the date of the childbirth leave, birth, adoption or long-term parental guardianship, and may be taken in up to three separate increments of not less than ten days within the twelve-month childcare leave period.

C. Additional Provisions Applicable to All Leaves Contained in this Section



1. Employment shall be guaranteed upon return from any leave contained in this Section and shall be to the employee's former position unless agreed otherwise. Such position is subject to regular provisions of transfer and reduction in force.
2. The leaves contained in this Section which are without pay mean that the employee shall not accrue seniority or salary experience increment during the leave without pay.
3. In any instance in which there may arise a conflict between the provisions of this Section and any law, the law shall take precedence.
4. During any leave contained in this Section which is without pay or benefits, insurance eligibility and benefits may be continued in accordance with Article VII, Section 10, or where applicable, at the employee's option and at the employee's own expense consistent with insurance company agreements and COBRA.

### Section 3 - State/Federal Family Leave Laws

The District will apply the requirements of all State and Federal family leave laws in accordance with the following:

- A. Any additional or improved employee right or benefit required by said laws shall be implemented.
- B. No right or benefit provided in this Agreement shall be eliminated or diminished as a result of said laws unless a current right or benefit is viewed by either party as illegal under said laws. In that event, the District and Association agree to negotiate any required changes in the current Agreement.
- C. The current twelve (12) weeks of guaranteed unpaid leave provided by the Federal Family and Medical Leave Act of 1993 shall be considered to run concurrently with any leave provided in this Agreement that fits the reasons for taking leave under said law.
- D. Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked the minimum number of hours stipulated by law within the past calendar year. PFML can be used in conjunction with employee's other leave entitlements as provided by law.

The District shall maintain health insurance benefits during periods of approved PFML leave in accordance with Article VII, Section 10 of this Agreement or as otherwise required by law. The employee portion of Washington State Paid Family and Medical Leave premiums will be paid by the District. Employees may opt to utilize sick leave benefits in conjunction with PFML.

### Section 4 - Adoption Leave

Up to three (3) days adoption leave with pay shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency. Such leave with pay may be extended at the discretion of the Superintendent if travel of some distance is involved.

### Section 5 - Bereavement Leave

Up to five (5) days leave with pay will be granted in the event of each death in the immediate family and/or member of household including pregnancy loss, and up to two (2) days for bereavement of other relatives/relations. For this purpose the immediate family is defined to include: parents, siblings, spouse or domestic partner, children, grandchildren, and grandparents. A maximum of three (3) days for bereavement of in-law relations.

In cases of simultaneous deaths, employees shall be provided seven (7) days of leave in addition to the leave referenced above.

In addition to the above and without regard to kinship, employees shall be entitled to use two (2) days emergency leave per year under Article VI, Section 1 herein for bereavement purposes.

Any additional bereavement leave, other than that provided above, including extenuating circumstances due to travel, must be submitted to the Office of Human Resources for consideration.

Bereavement leave is not cumulative. Leave may be taken intermittently.

#### Section 6 - Jury Duty and Subpoena Leave

Leave of absence with pay shall be granted for jury duty, so long as a qualified substitute for that employee's primary duties, classes and subjects is available. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, or otherwise required to make an appearance in court.

#### Section 7 - Sabbatical Leave

Sabbatical leaves shall be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years provided that, in cases of double levy election loss and/or funding shortage or where adequate substitute is not available, such leave shall be subject to Board approval. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional ten (10) years in the District.

Any employee desiring sabbatical leave must submit a written request to the Superintendent before April 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested, provide an outline of the activities in which they will be engaged and the length of leave. The employee will give a follow up report in the spring of their sabbatical year. Arrangements will be made through the Executive Director of Teaching and Learning.

An employee on sabbatical leave shall receive fifty percent (50%) salary but will receive all other employee benefits they would have received if they had remained on active duty exclusive of extra-curricular assignments.

Employees granted sabbatical leaves shall agree to return to regular service in the District upon the expiration of their leaves for a period of at least two (2) years. Upon completion of two years of employment with the District following the sabbatical year, the recipient shall be considered free of any obligation to the District in connection with the receipt of the sabbatical stipend. If an employee does not return to regular service with the District at the expiration of the leave, exclusive of involuntary layoff or termination, all salary paid during the leave shall become due and payable to the District by September 1 of the year the employee does not return to the District. If the employee fails to fulfill or is unable to fulfill the terms/purpose of the sabbatical leave due to exigent circumstances, they shall notify the District as soon as reasonably possible. The parties shall meet and determine an appropriate resolution that may include full or partial repayment of the sabbatical salary.

Should a sabbatical recipient be obligated to reimburse the District under the conditions of the above paragraph and be unable to repay the full amount on the date due, they may elect to repay the amount over a period of up to five (5) years with interest on the unpaid balance. Terms and conditions of repayment will be individually arranged with the

recipient and District administration with the stipulation that interest shall not exceed the current bank interest rate per annum.

If an employee should die or become permanently disabled while on sabbatical leave, no repayment of salary paid while on leave shall be required.

In case the employee is granted a sabbatical and then receives a scholarship, fellowship, assistantship or other such grant for the same school year, the total compensation from the two sources shall not exceed the salary they would receive if under contract with the Mukilteo School District for the negotiated number of employee days.

Recipients of scholarships, etc., for up to one (1) full year which would not involve the District in any financial obligation shall be considered under leave of absence rather than sabbatical leave.

Sabbatical leave may not be taken subsequent to an extended leave in the prior year. An extended leave is defined as a leave in excess of twenty (20) consecutive work days.

No more than one-half of one percent (.5%) of all employees shall be granted sabbatical leave during any school year. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.

If more than one-half of one percent (.5%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by the Superintendent.

#### Section 8 - Personal Leave

- A. Leave with pay will be granted for personal affairs that require the employee to be absent during the regular working day. The employee shall not be required to state reasons for the leave beyond the term "personal." No more than three (3) days of leave shall be granted under this paragraph to any one (1) employee in any school year.

Personal leave shall not be used on the last week of the school year or to extend any holiday, vacation or other leave except under the following terms:

1. Up to 30 employees shall be granted personal leave on a first come, first serve basis.
2. The use of personal leave by an employee is limited to two (2) times during the year.
3. The use of personal leave for such extensions cannot be used on both ends of a holiday, vacation, or other leave.
4. There shall be a limit of four (4) consecutive personal leave days that can be used to extend a holiday, vacation or other leave.
5. Employees shall be limited to one (1) day of personal leave during the last week of school except in extenuating circumstances as approved by Human Resources.
6. Employees shall submit their personal leave request for a restricted period through Human Resources. The District will review the requests, determine approval per guidelines herein, and notify the employees.

- B. At the end of a school year, unused personal leave will accumulate automatically to a maximum of three (3) unused personal days. An employee who accumulates one (1) day will start the new year with four (4) personal leave days; an employee who accumulates two (2) days will start the new year with five (5) personal leave days; an employee who accumulates three (3) days will start the new year with six (6) personal leave days. The cash-out rate for personal leave will be at the highest current daily substitute rate.
1. Accumulated personal leave in excess of three (3) days per year will be automatically cashed out at the end of every year at the current highest daily substitute rate.
  2. Accumulated personal leave balances of up to six (6) days will be cashed out at the current highest daily substitute rate upon separation from service with the District.
  3. Plan 1 members shall not be eligible for cash out of personal leave during the two (2) highest years of compensation prior to retirement. Should Plan 1 members cash out their personal leave during either or both of those two (2) years, the District shall recover the amount paid.
- C. The employee shall notify the District by submitting their personal leave in the District substitute system no later than twenty-four (24) hours in advance of such leave. In the event the employee will be taking personal leave in excess of two (2) days, the employee shall notify the District no later than seventy-two (72) hours in advance except in exigent circumstances.

#### Section 9 - Government Leaves

Up to one (1) year leave of absence without pay may be granted to serve in, or to campaign for, an elected or appointed local, state or national governmental office except Mukilteo School District Board of Director elections. The request must be submitted in writing before April 1 preceding the year in which the leave will occur. Extensions of such leaves for a successive period of time or approval of such a leave for or during a second or more consecutive year shall be subject to Board approval. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.

#### Section 10 - Foreign or Domestic Exchange

A leave of absence will be granted for teaching either as a foreign or domestic exchange, so long as an adequate replacement is available.

- A. A written notice of intent to apply for a foreign or domestic teaching leave of absence shall be submitted to the Superintendent by February 1. All final arrangements, including a final request for leave and any other pertinent documents, such as credentials of the exchange employee, shall be completed by July 1.
- B. The absent employee shall file, by April 1 of each leave year, a written letter of intent to return to the District. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.
- C. An employee on leave under this policy shall continue to accrue seniority or position on the salary schedule as though they were teaching in the District.
- D. To be eligible for exchange, the employee must have completed a minimum of three (3) years in the Mukilteo School District, and be at least at the 5th year row.

- E. Each participant in the program is responsible for arranging for their own exchange, with the exchange employee subject to approval by the Board and/or its designated representative.
- F. The employee's benefits previously accumulated by law are retained for the period of the leave, not accumulated for leave year or years.
- G. Such professional leaves shall be for a period of one (1) year and are renewable for a second year upon request. The total number of employees participating in the program in any one year shall not exceed two percent (2%) of the employees in the District.
- H. College or university credits earned while teaching on leave may be credited toward a column change. A maximum of nine (9) quarter credits or six (6) semester credits can be credited for each leave year.

#### Section 11 - Military Leave

Military Reserve or National Guard active training duty shall be scheduled during authorized vacation periods, if possible, to prevent conflict with the employee's contractual or work obligation to the District, and in accordance with the following:

- A. The employee shall notify the District at least thirty (30) days prior to the beginning date of their training duty leave. A copy of orders from the military, whenever received, shall be submitted to the Office of Human Resources for the audit review.
- B. Absence for active training duty shall not exceed twenty-one (21) days per calendar year.
- C. The employee shall experience no loss of pay or benefits for the authorized twenty-one (21) days.

If an employee is called to active duty such as in the event of a particular national emergency, military leave without pay shall be granted for the duration of the active duty. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to the transfer and reduction in force consistent with this Agreement.

#### Section 12 - Military Family Leave

The District shall comply with the Military Family Leave Act as set forth in RCW 49.77.010 et. seq., by providing for a total of fifteen (15) days of leave per deployment for an employee when a military spouse has been notified of an impending call to active duty and before actual deployment, or when the spouse is on leave from deployment. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Illness, Injury, or Emergency Leave. Employees may contact the Director of Human Resources for specific verification and notice requirements.

#### Section 13 - Domestic Violence Leave

The District shall comply with the Domestic Violence Leave Act as set forth in RCW 49.76.010 et. seq., by allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee's family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's Illness, Injury, or Emergency Leave. Employees may contact the Director of Human Resources for specific verification and notice requirements.

#### Section 14 - Other Leaves

- A. Each staff member shall be eligible for one (1) day per year for professional development needs as determined solely by the employee. Up to four full-day leaves requiring a substitute shall be made available on Tuesdays-Thursdays. Additional contractual professional development leave requests on these weekdays are subject to substitute availability. Requests for contractual professional development leave against a holiday, vacation or weekend shall be considered on a case-by-case basis. Professional development leave requests involving conferences/events and/or teams of employees should be scheduled in advance in order to secure available substitutes noted above.

Professional development leave herein is discouraged on Fridays during the months of May and June. When a substitute is required, staff are encouraged to use their professional development day in a full day increment.

Employees may opt to use their professional development day (in half or full-day increments) on a non-work day, or after hours, and be compensated at the current highest substitute rate. In order to receive compensation for professional development leave, employees shall submit a timesheet to their principal/supervisor and shall specify "contractual pd day (sub daily rate)" on the timesheet.

Special Education ESA employees shall be granted one (1) additional professional development day per year to meet the needs of unique licensure requirements. An ESA employee may carry over one day into the following school year for licensure requirement purposes. Employees will notify their supervisor and principal at least two (2) weeks in advance.

- B. Religious Holiday Leave: Staff may use a maximum of two (2) days per year for observance of bona fide religious holidays or activities. Any additional religious holiday leave other than that provided above, including extenuating circumstances due to travel, may be submitted to the Office of Human Resources for consideration. These days shall be deducted from the employee's illness leave account.
- C. Leaves for meetings, conferences, symposiums and seminars may be granted by the Superintendent or designee upon request. When granted, the District shall assume the cost of a substitute and all necessary expenses including travel, meals, lodging, fees and registration. Employees who attend professional conferences on non-contractual days may be reimbursed monetarily for expenses, in keeping with this provision.
- D. Employees authorized and selected by the Association to attend professional conferences, meetings, symposiums and seminars may be granted leave by the Superintendent. The request for leave shall be signed by the Association President and submitted in writing five (5) days prior to the desired leave date. When granted, the District shall assume the cost of a substitute, and shall make arrangements to secure a substitute. The Association shall assume all other expenses.
- E. Upon reasonable notice and written request to a Director of Human Resources, an employee shall be granted a leave of absence without pay for no more than five (5) days for matters not within the scope of other leave provisions herein. Such leave is contingent upon the District's ability to arrange for a suitable substitute teacher. An employee who has utilized leave under this paragraph shall become eligible for another such leave after serving an additional five (5) years in the District. This leave may not be used (a) the first or last week of the student school year or (b) consecutive to a holiday, vacation or other leave of absence.
- F. The Superintendent may grant, upon request by the employee and approval of the principal, leaves of up to twenty (20) days for matters not within the scope of other leave provisions herein. Such leaves shall be

without pay and contingent upon reasonable notification, reasonable time period and suitable substitute arrangements. All leaves will be in units of full or half days.

- G. An employee may be granted an extended leave of absence in excess of twenty (20) days and not to exceed one (1) year without pay from the Board of Directors. Such employees shall provide written notice of their intent to return to service for the following year no later than April 1. The District shall provide a written reminder through certified mail of this requirement no later than March 1 with a copy to the Association. Failure to respond by April 1 may be deemed to be an employee resignation. The Mukilteo Education Association President shall be excluded from the April 1 deadline. Upon returning, the employee will keep accumulated sick leave and retain years of prior service. Employment shall be guaranteed upon return from leave and shall be to the employee's former position unless agreed otherwise. Such position is subject to reassignment, transfer and reduction in force consistent with this Agreement.
- H. An employee may be granted an extended leave of absence in excess of one (1) year, but not to exceed two (2) years, without pay from the Board of Directors. Upon returning, the employee will keep accumulated sick leave and retain years of prior service. Employment shall be guaranteed upon return from leave. Such employees shall provide written notice of their intent to return to service for the following year no later than April 1. The District shall provide a written reminder through certified mail of this requirement no later than March 1 with a copy to the Association. Failure to respond by April 1 may be deemed to be an employee resignation. The Mukilteo Education Association President shall be excluded from this provision.

## **ARTICLE VII - SALARIES, STIPENDS, AND BENEFITS**

### **Section 1 - Certificated Salary Schedule**

- A. The parties acknowledge the necessity for the District to comply with State compensation limitations. No provisions of this Agreement shall be interpreted or applied so as to place the District in breach of the compensation limitations imposed by State law or to subject the District to a State funding penalty.
- B. The initial annual salary schedule shall be attached hereto (see Appendix C).
  - 1. For the 2023-2024 school year, the base and enrichment schedules (including the longevity and PhD stipends) shall be increased by 3.7% which is the state funded salary allocation adjustment.
- C. Education and experience increments shall be granted in September of each school year of the duration of this Agreement on a basis of the increment format of the salary schedule.
- D. State law allows additional compensation and benefits for additional Enrichment activities pursuant to RCW 28A.150.276. Therefore, employees shall receive compensation as provided below:
  - 1. Employees shall receive additional compensation in accordance with their placement on the Enrichment schedule per Appendix C.
  - 2. Supplemental Enrichment Contracts (see Appendix D) shall be issued to all employees for the Enrichment pay described herein. Employees shall be paid on an equal monthly basis in the same manner as for their regular contracted salary and benefits.
  - 1. The Enrichment schedules will increase by the equivalent regular salary increase applied to the base salary schedule.

4. Enrichment is compensation for work beyond the basic education work day or work year and defined in RCW 28A.150.276, and in accordance with this agreement, these responsibilities may include:
  - a. Work and professional responsibilities completed beyond the basic education school day;
  - b. Preparation for school opening or closing;
  - c. Extracurricular activities;
  - d. Additional course offerings beyond minimum instructional program;
  - e. Activities associated with early learning programs;
  - f. Work associated with the provision or administration of the enrichment activities; and/or
  - g. Any activities or enhancements that the Office of the Superintendent of Public Instruction determines to be a demonstrated enrichment activity pursuant to RCW 84.52.053 and RCW 28A.505.240.

Employees shall submit confirmation of enrichment activities (Appendix E) at the end of the school year.

5. Compensation Pro-rating  
Employee compensation is pro-rated based upon FTE contract status and may include the following compensation provisions: base, enrichment, and extended day contracts. PhD and longevity stipends are also pro-rated for employees eligible to receive such stipend(s).
6. In the event of a double maintenance and operation levy failure, the parties agree to meet and discuss the scope of the provisions of paragraph D herein.

- E. Should the legislature authorize and fund additional salary monies for certificated employees during this Agreement, not contemplated by A through D herein, such amounts shall be added to the salary schedule on a uniform percentage basis. Nothing in this section shall be construed to require the District to expend funds for salary purposes that are not appropriated by the Legislature and funded by the OSPI during each year of the duration of this Agreement.

Salary schedules and stipends may be reopened by the District or Association for negotiations in any of the following events: 1) the present salary limitations laws are voided as applied to the District by a final and binding court order; or, 2) the legislature, OSPI, or Professional Educator Standards Board (PESB) add, remove, or amend the present salary limitations as applicable to the District; or, 3) the legislature increases or decreases funding for salaries or changes the manner and flexibility in which funding may be used, including local revenue and state funding for professional learning days.

It shall be understood and agreed that during the period that the parties are bargaining over such reopened issues, Article II, Section 6 (Strikes and Lockouts), shall not be enforceable by the District, provided that nothing herein contained shall be construed, in any manner, as an authorization, approval or tolerance by the District of a strike, work stoppage, work slowdown, or other concerted activities inimical to the operation of the District and the District shall retain, in all respects, its rights to seek relief therefrom, should such activities occur, in the courts or otherwise.

## Section 2 - Provisions Governing Employee's Salary Schedule

- A. General Provisions:
  1. Employees are placed on the salary schedule in accordance with the education and experience credit guidelines contained herein.
  2. Increments for experience, education, Masters and Doctorate degree(s) will be in accordance with the index shown on the salary schedule.



B. Provisions Governing Employee Salary Schedule Placement:

1. Except as modified herein, employees shall be placed on the salary schedules in accordance with the rules for education and experience applicable to the state's Salary Allocation Model in place prior to September 1, 2018. The WACs from 2018 underpinning salary schedule placement are archived on the District's website, as a supporting document to the collective bargaining agreement.  
(MEA Salary Placement WACs:  
<https://www.mukilteoschools.org/site/handlers/filedownload.ashx?moduleinstanceid=85&dataid=49793&FileName=MEA%20-%20Salary%20Placement%20WACs.pdf>)
  - a. Credits and clock hours shall be earned subsequent to earning a bachelor's degree, except the employees presently under contract shall not lose educational and/or professional credits previously earned and allowed.
  - b. The numbers in the education columns refer to quarter credits. One semester credit equals one and a half quarter credits. Ten clock hours equals one quarter credit.
  - c. Education credits will be granted for university and college work. College credits for advancement on the salary schedule will be accepted from an accredited four-year degree-granting institution, accredited universities, and from accredited community colleges, so long as they otherwise comply herewith.
  - d. All clock hours and in-service credits taken subsequent to August 1, 1987 that meet Professional Educator Standards Board (PESB) approval standards and are applicable to the LEAP schedule shall be applicable for placement on the local salary schedule.
  - e. Clock hours will be accepted from providers approved by the Professional Educator Standards Board (PESB). To count for salary placement, clock hours must be earned in accordance with OSPI provisions. In addition, Educational Staff Associates may use clock hours that satisfy the continuing education requirements for their state professional licensure. ESAs must submit OSPI form 4098V with their clock hour forms.
  - f. Per WAC 181.79A, individuals who complete an annual professional growth plan to renew their certificate shall receive 25 clock hours. To count for salary placement, the employee must submit a copy of OSPI form 1128-8.
  - g. Employees as of the 1990-91 school year who would be adversely impacted by their placement in accordance with these provisions for recognition of education credits shall be placed in accordance with the provisions of the 1988-90 Collective Bargaining Agreement.
  - h. For employees hired as of the ratification date of the 1990-93 Agreement, pre-BA credits applicable to a 5th year continuing certificate shall be viewed as credits earned beyond the BA degree.
  - i. Degrees, credits and clock hours must be earned prior to September 15 to be used in salary calculations for that year. All degrees, credits and clock hours earned after September 15 will be used for the ensuing academic year's salary calculation.

C. Education Credit/Clock Hour Criteria:

1. Credits and clock hours earned after September 1, 1995 must meet criteria established by the legislature (RCW 28A.415.023) before they can be used for placement on the salary schedule. At the time the credits are recognized by the school District, the content of the course must meet at least one of the following:
  - a. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.
  - b. It pertains to the individual's current assignment or expected assignment for the following school year.
  - c. It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board.

- d. It is specifically required for obtaining advanced levels of certification.
- e. It is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certificated instructional staff of the school District where the potential of the future assignment is agreed upon by the school District and the individual.
- f. Addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.
- g. Pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

Should the State, in the future, change the above criteria, any new criteria shall be mutually added to this section for future application to credits earned for advancement on the salary schedule. It is the intent to ensure that education credits accepted by the Professional Educator Standards Board (PESB) as applicable to the LEAP schedule shall be accepted for local salary schedule placement.

Employees shall utilize the form attached as Appendix F to verify credits taken. This form may be, but is not required to be, submitted prior to an employee taking the credits. Other directions for the use of this form are provided on the form itself.

2. When an employee and supervisor/principal disagree as to whether or not a course or course of study applies to at least one (1) of the seven (7) criteria, they shall meet to discuss their differences and attempt to resolve the situation to a mutual satisfaction.

In the event that the employee chooses to appeal the decision of the supervisor/ principal, they may appeal such decision to an Appeal Board composed as follows:

- a. An employee chosen by the affected employee.
- b. An administrator chosen by the affected administrator involved.
- c. An administrator chosen by the Superintendent or designee.
- d. An employee chosen by the President of the Association.
- e. A current member of the District Board of Directors.

An Appeal Board meeting shall take place within a reasonable amount of time and should be arranged through the Department of Human Resources. The Appeal Board shall have the authority to overrule the decision of the supervisor/principal and shall be the final authority as to whether or not a class or course of study meets at least one (1) of the seven (7) criteria.

In the event that the Appeal Board cannot reach a decision either through consensus or majority vote, the decision of the supervisor/principal shall prevail.

#### D. Transcripts and Timelines:

Credit and clock hours earned prior to September 15 of the current school year for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence would be in the form of official college transcripts or grade reports filed with the District's Office of Human Resources no later than October 15. If, for some circumstance beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised in writing by the college prior to October 15 of the credits, the employee shall be granted the allowance for credit; provided that if the transcript does not thereafter reach the District by January 31, the credit shall be canceled and all overpayments repaid. The District will circulate to the staff notices of available, accredited college courses throughout the year to be held in this District or in surrounding Districts, when provided to the District by the colleges.

E. Education Columns on Salary Schedule:

The following describes how each education column on the salary schedule is attained.

1. Bachelor's Degree column: The column is reached when a bachelor's degree has been granted by an accredited college or university.
2. Bachelor's Degree + 15 column: This column is reached when 15 quarter hours of course work have been completed beyond the bachelor's degree.
3. Bachelor's Degree + 30 column: This column is reached when 30 quarter credits of course work have been completed beyond the bachelor's degree.
4. Bachelor's Degree + 45 column: This column is reached when 45 quarter credits of course work have been completed beyond the bachelor's degree.
5. Bachelor's Degree + 90 column: This column is reached when 90 quarter credits of course work have been completed beyond the bachelor's degree.
6. Bachelor's Degree + 120 column: This column is reached when 120 quarter credits of course work have been completed beyond the bachelor's degree. Additionally, anyone previously placed on the G+135 column and who completed the equivalent of 135 quarter credits beyond the bachelor's degree and were reported on the S275 report before January 1, 1992, will be placed in this column.

Employees who have been granted a Master's degree by an accredited college or university may enter the Master's columns as outlined below:

7. Masters 45: This column is reached when 45 quarter credits of course work have been completed beyond the bachelor's degree.
8. Masters 90: This column is reached when 90 quarter credits of course work have been completed beyond the bachelor's degree.
9. Masters 120: This column is reached when 120 quarter credits of course work have been completed beyond the bachelor's degree.
10. Masters 135: This column is reached when 135 quarter credits of course work have been completed beyond the bachelor's degree.

Employees who have been granted a PhD by an accredited college or university will be placed on the Masters 135 column.

F. Years of Service Experience Credits

1. Credits shall be given for experience. Experience shall be defined as work within their certificated/licensed profession.
2. In computing credit for experience, credit will be given for the whole year, provided the individual was employed for not less than the equivalent of 0.5 FTE within a school calendar year.
3. Employees holding a year-long one-half (1/2) day or more contract shall be granted experience credit for a full year.

G. Longevity and PhD Stipends

1. Longevity: In recognition of long-term employees' commitment and contributions, and in order to attract and retain talented staff, employees in the BA+120 and MA 135 columns will receive an annual stipend starting in year 15. For the 2019-20 school year the longevity stipend is \$3,000. The stipend is pro-rated based upon employee FTE.
2. PhD: In recognition of their educational and professional achievement, staff who have earned a doctorate degree will receive an annual stipend. For the 2019-20 school year, the PhD stipend is \$3,000. The stipend is pro-rated based upon employee FTE.

- H. Employees hired from out-of-state shall be given the same experience credit as those hired within the state or those presently working for the District, except as otherwise provided in this Agreement.

Section 3 - Payroll Deductions

- A. All salaries, in accordance with law and this agreement are subject to payroll deductions for:

1. State Teacher or State Employment Retirement Systems
2. Withholding tax
3. FICA
4. Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence)
5. Industrial Insurance Compensation (L&I)
6. Unemployment Compensation

- B. The following deductions may be made if authorized by the employee. Deduction requests received in Payroll by the payroll cut-off date will be processed in the month received.

1. Additional withholding tax
2. Approved medical plans
3. Approved short-term insurance until December 31, 2019
4. Approved tax-sheltered annuities 403(b) and 403(b)(7) plans and the District-sponsored deferred compensation (457) plan.
5. Other approved insurance programs
6. United Way
7. Section 125 Health Care and Dependent Care Flexible Spending Accounts
8. Guaranteed Education Tuition ("GET") plan

9. District-approved Long-Term Care (“LTC”) plan

10. Dues and representation fees

11. Other authorized deductions

#### Section 4 - Payment

- A. For all contract payments, all certificated employees shall be paid in equal monthly installments by warrant or direct deposit on the last District office workday of each month.
- B. For employees resigning or retiring from the District, final payments for Plan 1 members will be made on June 30 or August 31, at the employee’s option. Final payments for Plan 2 and 3 members will be made on August 31. The District will continue to pay the District’s portion of health care premiums for July and August coverage. If the retiree elects payoff in June, the employee’s out of pocket premium costs for June, July and August will be deducted from final pay.
- C. All timesheets received in Payroll by the payroll cut-off date will be processed for payment in the month received.
- D. In the event of mistake in payment, the following rules shall apply:
  - 1. In the event of underpayment, correction will be made on the employee's next paycheck, unless sooner payment can be obtained;
  - 2. In the event of overpayment, it will be deducted from the next check; provided overpayment deductions may be prorated within the fiscal year as agreed by the District and the employee.
  - 3. In the event the employee terminates before repayment, either in the event of overpayment or underpayment, the full amount thereof will be due and owing.
- E. Employees earning their National Board Certification shall receive a stipend in the amount designated through legislative action. In the event the State does not issue payment for a National Board Certification stipend to an employee as a direct result of a District reporting error, the District will provide the compensation related to the error for that school year.
- F. As a recruitment and retention incentive, school psychologists who furnish proof of having achieved a national certification will be provided a one-time stipend of \$1500.

#### Section 5 - Activity Payment

Co-curricular positions shall be paid in accordance with the schedule shown by Appendix G.

For the 2022-23 school year, compensation for co-curricular positions will be paid over 11 months, beginning with the October pay warrant.

Additional positions or substitutions may be added to the Co-curricular Schedule in accordance with the following:

- 1. The administration, Board, Association, and employees may initiate a proposed addition or substitution;

2. Any positions added or substituted during the term of this agreement shall be determined by the District; and the pay for such added positions shall be determined by agreement between the District and the Association via the LMC.

Credit for both in-District and out-of-District experience in the same position shall be awarded in accordance with the schedule.

Any co-curricular activity that is linked to a sports activity that receives an additional stipend for extended seasons shall also receive an additional stipend of \$150 for each week additional co-curricular activities are provided for the extended season.

#### Section 6 - Hourly Rates

The following hourly rates shall be paid:

- A. Summer School shall be paid at the employee's per diem hourly rate.

All openings for summer school employees shall be posted on the District's website within a reasonable time after the decision is made to carry out the program. Applications must be submitted within one (1) week of posting.

- B. Co-curricular, special and supplemental employment, other than supplemental days will be paid under the co-curricular schedule, or if not applicable, at the employee's per diem hourly rate.

An employee's per diem hourly rate will be based on the employee's 184-day base contract, or a new employee's 186-day base contract rate of pay in effect during the pay period the work is performed. The base contract shall include the PhD and Longevity Stipends.

#### Section 7 - Leadership Stipends

- A. Comprehensive High School Department Heads will be paid a stipend as reflected in Appendix G and offered five (5) supplemental days at per diem rate. Individual high schools may designate alternative leadership positions.

- B. Individual ESA Program Leads

1. Districtwide Elementary Counselors, Districtwide Secondary Counselors, Psychologists, SLPs, OTs, and PTs shall designate Team Lead(s).
2. The District shall designate a new Program Lead position for the following ESA groups: SLP, Psychologist, Elementary Counselor and Secondary Counselor. Each lead will be paid at per diem for work requested by their administrator and performance outside their work day.
3. Program Leads will be charged to work collaboratively with District administrators on an ongoing basis to support the program model. The purpose of each Lead position is to enhance the communication process, increase shared learning opportunities, and to create transparency between administrators and the program staff that the Leads serve. Each Lead will work with their administrator and their teams to further define their role.

#### Section 8 - Special Education and ESA Stipends

- A. In recognition of additional workload demands, special education teachers shall receive a yearly stipend of \$1800. In the event the position is .5 FTE or less, the stipend shall be \$900.
- B. In recognition of their unique workload demands, MBSC teachers will receive a \$2500 yearly stipend.
- C. In recognition of additional workload demands and unique licensure requirements for some job categories, SLPs, OTs, PTs, nurses, BIS/BCBA, and psychologists shall receive a yearly stipend of \$1000. In the event the position is 0.5 FTE or less, the stipend shall be \$500.

#### Section 9 - Travel

When authorized or required by their supervisor or job assignment, employees utilizing their private automobile to travel on school business shall be compensated at the mileage rate established by the Internal Revenue Service.

Upon request, all employees driving District vehicles must provide driver license information to be submitted to the District's insurance company for a DMV check.

#### Section 10 - Insurance Benefits

##### A. Definitions

- 1. Insurance year: January 1 thru December 31 (Deductibles and plans reset)
- 2. School year: September 1 thru August 31 (for benefits purposes)
- 3. Open enrollment: Set annually by the School Benefits Board (SEBB) in the Fall.
- 4. Eligible employees: Anyone covered by the Agreement meeting the conditions herein or as otherwise required by SEBB.
- 5. Dependent: A person who meets the eligibility requirements in WAC 182-31-140.

##### B. School Employees Benefit Board (SEBB) Program

Beginning January 1, 2020, the District shall provide the full portion of employer contributions as required by law toward premiums of the SEBB insurance program for all certificated staff who meet the eligibility requirements set by SEBB. SEBB's current eligibility requirements are outlined below.

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

Benefits provided by SEBB are anticipated to include:

- 1. Basic life and accidental death and dismemberment insurance (AD&D)
- 2. Basic long-term disability
- 3. Vision

4. Dental including orthodontia

5. Medical Plan

Employees are eligible to participate in Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP) offered by SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deductions for any supplemental insurance that they choose through SEBB (increased AD&D, long-term disability, etc.). SEBB does not allow for dual coverage of two SEBB or PEBB enrollment employees.

C. Eligibility

Certificated staff, including substitute employees, shall be eligible to receive benefits through the SEBB if they work, or have a reasonable expectation to work 630 hours or more in a school year or as otherwise designated by law. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status who have already qualified for benefits and whom the District anticipates 'return to work' will continue to receive benefits through the remainder of the school year.

Employees may waive medical coverage if they provide documentation that they are enrolled in an employer-based group medical plan, a Tricare plan, or Medicare.

If an employee waives SEBB medical coverage:

1. An employee is required to enroll in SEBB benefits: Basic life and accidental death and dismemberment insurance (AD&D), basic long-term disability, vision and dental;
2. Employee dependents would not be eligible for SEBB medical coverage, but can still be enrolled in SEBB dental and/or vision.
3. Employees may re-enroll during the annual open enrollment or when they have a qualifying event.

D. Enrollment Start/End

1. **New School Employees:** In September each year, new school employees who are anticipated to work 630 hours during the school year, and whose first day of work is September 1 through the first day of school are eligible for the SEBB program. Coverage begins on the first day of work.
2. **School Employees Hired After The Start Of School:** For school employees anticipated to work 630 hours during the school year and whose first day of work is at any other time during the school year, the effective date of coverage is the first day of the month following the month they begin work.
3. **Continuity of Coverage:** Coverage will be provided for an employee new to the District who was eligible for SEBB coverage, who did not have a lapse in employment that resulted in a lapse of coverage, and is anticipated to work 630 hours or more in the school year.
4. **Benefit Termination/End:** The Department of Retirement ("DRS") governs the rules for retirement. The following information is from DRS as of August 1, 2023. It is important that you check the Department of Retirement website for updates to the following information:

An employee terminating employment shall be entitled to continuing SEBB benefit coverage for the remainder of the calendar month in which they terminate. In cases where separation occurs after



completion of full contract obligation, (i.e. the end of the school year in June) benefit coverage will be in compliance with law as follows:

- a. **July retirement:** For employees resigning effective June 30 and starting to receive their pension benefit July 1, 2024:
  - You will receive your pension benefit plus your salary for July and August.
  - Your COLA will be applied starting on July 1, 2025.
  - Health insurance through the SEBB program will end after June 30, and you will be responsible for your health insurance costs for July and August. However, if you're eligible and meet PEBB's procedural requirements, your retiree insurance coverage will start July 1, 2024.
- b. **September retirement:** For employees resigning effective August 31 and starting to receive their pension benefit September 1, 2024:
  - Your pension will start in September.
  - The COLA won't go into effect until July 2026, but the one you missed will be banked, or set aside. This means that your COLA in 2026 could be bigger than it would have been if you had chosen to retire in July 2024.
  - You'll earn service credit for July and August unless you're in TRS Plan 1.
  - You'll continue receiving SEBB program insurance coverage in July and August.
- c. **Separating from service:** For employees resigning effective August 31 who are separating from service and not collecting retirement benefits immediately:
  - They will earn service credit for July and August
  - They will continue to receive SEBB employer-sponsored health coverage in July and August
- d. **COLA:** Your monthly benefit will be adjusted on July 1 every year, starting the first full year after retirement. The COLA depends on the Seattle Consumer Price Index (CPI) percentage change, though the COLA is capped at 3% a year. If the CPI is higher than 3%, the additional COLA is banked and added to your benefit in future years when the CPI is less than 3%.
- e. **PEBB:** Your employer-paid health insurance will end upon retirement. The PEBB program can provide you with new health insurance coverage, provided you meet the qualifications and enroll no later than 60 days after your employer-paid COBRA or continuation coverage ends. Under PEBB, you will still be responsible to pay the Health Care Authority (HCA) monthly for your health insurance costs.

#### E Dependent Coverage

Dependents under SEBB include legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or healthcare coverage) and children of any age with a developmental or physical handicap who are not capable of self-support (documentation must be provided and coverage approved by HCA).

#### F. Open Enrollment

Open enrollment dates are set by SEBB annually and usually fall in October and November. All employees may make changes to SEBB insurance plans and/or coverage during the open enrollment period for any reason.

New employees shall have up to thirty-one (31) calendar days to enroll in approved insurance plans. In accordance with SEBB guidelines, if an employee does not elect a plan or waive coverage during the specified time, they will be defaulted into the SEBB designated default plan; the employee portion of medical premiums and a \$25.00 monthly tobacco use surcharge will be deducted from their monthly salary.

When the enrollment periods end, no insurance options may be added to or deleted during the insurance year, unless there is a qualifying event.

G. Payroll Deduction

The District shall deduct from employees' monthly salaries the amount necessary to pay the employee portion of medical coverage costs and/or additional SEBB benefit(s) coverage elected by employees.

H. Health Care Authority

The District shall fund the required Health Care Authority reserve fund monthly FTE amount for the term of this Agreement.

I. Legislative Changes

If the Washington State Legislature changes provisions of SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions or eligibility, either party can reopen this section for negotiation over the changes.

Section 11 – Conditional CTE Certification Fees

The District shall pay the annual conditional CTE certification fee for a teacher who requires it as part of their teaching assignment.

**ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Section 1 - Employee Work Year

The work year calendar for each year of the Agreement, Appendix H, shall reflect Professional Learning Days, all holidays, and all other non-contract days. The employee work year during the term of this Agreement shall consist of the following components which shall be shown on each year's work year calendar:

A. Work Year: 184 days for continuing employees (returning) and 186 days for first year, new-to- the District employees.

B. Non-Student Work Days:

1. Three (3) workdays onsite prior to the beginning of the school year:

- a. One (1) Principal-Directed Day
- b. One (1) Employee-Directed Day
- c. One (1) District/Principal Day

2. One (1) on or off site and employee-directed day workday in between the semesters.

The parties recognize that each year, individual schools may adjust the differentiation of time on these four days aside from any Districtwide training initiatives. However, the day between the semesters shall remain fully Employee-Directed for high schools. In order to adjust their schedules, schools must:

- a. Utilize their school's collaborative decision-making protocol.
- b. Ensure that employee time on these four days does not fall below 14.5 hours, excluding duty-free lunch.

3. Waiver Days: Two (2) waiver days have been approved by the State Board of Education for each year of this Agreement. Time on these days will be allocated as follows: District 3.5 hours, 30-minute duty-free

lunch, Employee 3.75 hours. One day will be in October and the other in March. The District will apply for three additional waiver days for the purpose of elementary conferences.

- C. Learning Improvement Time (“LIT”) days will be scheduled every Friday. Students will be released 75 minutes early. Time on these days shall be designated for individual teacher use, collaboration with colleagues, grading, report card preparation, and building use.

Thirteen (13) LIT days shall be Principal/District directed, with four (4) LIT days identified as job-alike collaboration days for:

1. ESAs, Deans, Teacher-Librarians, and teachers of: Title/LAP, ML, PE, Music, Technology, and Special Education, will meet in District-wide job-alike groups. The assigned District administrator will arrange for meeting spaces and may assist with facilitating an agenda co-created by participants and the District administrator.
2. Classroom teachers, other than those included above, will have four (4) PLC/collaboration days with their grade level or department. The District/Principal may assist with facilitating an agenda co-created by participants and the District/Principal.
3. Teachers who do not have a job-alike teacher at their school may arrange with their principal to meet with a job-alike teacher on these days.

The remaining days shall be Employee-Directed as outlined in Appendix I.

The Wednesday prior to Thanksgiving, the Friday before Winter Break, and the last day of school will be a half-day early release for students. See Appendix J.

D. Conferences

1. Elementary Conferences  
For grades P-5, Elementary Fall Conferences shall be held during the two and one-half days prior to Thanksgiving. Using a collaborative decision-making model, staff may agree to hold one school-wide evening conference session.
2. Student and Family Connection  
For grades 1-5, Family Connection Conferences shall be held the first two student days of the school year. For Preschool and Kindergarten (WA KIDS), the first three student days shall be used to hold Family Connection Conferences. The District will assist teachers in scheduling these conferences.
3. During conferences, teachers, at their own discretion, may adjust their work schedule to accommodate their families’ scheduling needs. Elementary staff who work beyond their workday may track their time. This tracked time may be used on non-student employee directed time or the Wednesday prior to Thanksgiving or at another time arranged with their principal.
4. Secondary Transition Day  
For secondary schools, the first student day shall be a transition day for students who are new to the school.

- E. Principals may hold up to 22 staff meetings over the course of the school year. However, no month shall have more than three (3) such meetings. This limitation does not apply to all-staff emergencies, meetings that involve a small group of staff on an incidental basis, or meetings that are optional for staff. At elementary and middle school, building meetings held before school should end 5 minutes prior to the start of class. At high school, building meetings held before school should end by the passing bell.

- F. A comprehensive and accurate calendar of State and Federal student assessment dates will be published and distributed to employees by December 1 of each school year.
- G. School Closure Days  
Annual school calendars will list four (4) weekdays at the end of each school year as “potential make-up” days. Unless otherwise agreed by both parties, the student school year will be extended in commensurate with the number of school closure days (up to four), unless student days are subject to the School Board’s interest and ability to obtain a state-approved emergency waiver(s). In the event it becomes necessary to add any additional make-up day(s) to the work year, the parties agree to meet and confer on a plan addressing the additional day(s). Further, if an equitable division of student days in semesters/trimesters become compromised due to school closure, the parties agree to meet in order to make any necessary adjustments.

A comprehensive and accurate calendar for State and Federal student assessment dates will be published and distributed to employees by December 1 of each school year.

## Section 2 - Work Day

- A. The workday shall be seven and three-quarters (7.75) hours for all employees inclusive of a continuous thirty-minute duty free lunch period.

The employee (including specialists) workday will have at least forty-five (45) minutes of preparation time during the student day to be administered in blocks of not less than twenty-five (25) minutes (K-5) or thirty (30) minutes (6-12); or employees may elect, with administrative agreement, to have ninety (90) minutes every other day, which election shall be reduced to a written statement.

The parties agree to the following with respect to time on the LIT days:

1. Principal/District directed time is limited to 85 minutes.
2. Elementary teachers will receive at least thirty (30) minutes of uninterrupted preparation time during the student day. To the extent possible, passing time shall be built into the specialist schedule on such days.
3. Elementary teachers will receive at least twenty-five (25) minutes of individual preparation time immediately after student dismissal on District/Building-directed days.
4. For Pathfinder staff, the 85 minutes of LIT shall occur from 7:55-9:20. Pathfinder teachers will receive individual preparation time from 2:40-3:40.
5. Middle school teachers will receive forty-five (45) minutes of uninterrupted preparation time during the student day.
6. High School teachers will receive at least forty-three (43) minutes of uninterrupted preparation time during the student day. Additionally, there shall be no assemblies or other school events that reduce the preparation time on District/Building-directed LIT days. In addition, teachers are not expected to provide hallway supervision prior to their preparation period on such days.

The use of this preparation time shall be determined by the employee; however, preparation is defined as time devoted, either individually or in groups, to prepare for or completion of assigned employee responsibilities. Employees may use for preparation all times during which their classes are receiving instruction from various specialists, which time shall be deducted from the above time requirements. In the

event of a specialist's absence, a substitute will be provided so that planning time can be maintained. On Standardized Testing Days, plan time may be adjusted; however, full planning time will be provided over the span of the testing period. Each school's shared decision-making process will be utilized to develop the planning schedule.

- B. Employees will work with students in student activities, will attend meetings called by their supervisors, and will attend other school meetings, PTA meetings, parent conferences, open houses and related school activities which extend beyond the employee workday as professional responsibilities dictate.
- C. Employees shall be permitted to leave thirty (30) minutes after the end of the student day, on the Wednesday prior to Thanksgiving, the Friday before Winter Break, and on the last day of school.
- D. No employee, except for Deans, will be assigned to bus, recess or lunch duty.
- E. The District and Association recognize the need to allow flexible work hours to accommodate specific educational programs within the District. The parties agree to allow flexible work hours without a contract waiver consistent with the following provisions:
  - 1. Mutual Agreement of Employee and District
    - a. An employee may agree with their building administrator to schedule flexible work hours for a specific educational program. Consideration shall be given to building/program needs.
    - b. The scheduled work hours may not exceed 38.75 hours per week, or the appropriate pro rata portion thereof based on the employee's FTE.
    - c. The agreement must be in writing, specify the work hours and duration of the agreement, and be approved by a Director of Human Resources.
    - d. The agreement shall not exceed one (1) school year but may be reauthorized by agreement of all parties.
    - e. The agreement may be modified or terminated by mutual agreement of the parties.
    - f. A copy of the agreement will be provided to the Association.
  - 2. District Program
    - a. The District may develop or modify a specific educational program that requires flexible work hours by an employee. Consideration shall be given to building/program needs.
    - b. The scheduled work hours may not exceed 38.75 hours per week, or the appropriate pro rata portion thereof based on the employee's FTE.
    - c. Prior to implementation, the District shall advise the Association of the creation of the position and the specific educational program.
    - d. The position shall be posted consistent with District procedures and the District shall follow the voluntary transfer provisions, Article IV, Section 11.
    - e. The District agrees that it will not involuntarily transfer an employee to the position in the event the position is not filled by a voluntary transfer.
  - 3. Any dispute over the application of these flexible work hour provisions shall be brought to the attention of the Deputy Superintendent and the Association President for resolution.
- F. When professional development training/in-service is required for implementation of a newly adopted District curriculum, the training shall primarily be provided during the employee workday during the school year. Such training, however, shall also be available for employees at alternative times/days (prior to the school year, after the workday and on Saturday(s)) to accommodate employee and District needs. As soon as available, and upon request, curriculum will be made available to teachers prior to any training.

G. School Start Delay

1. The parties agree that when the District is operating on a delayed student start (typically two hours delayed), due to inclement weather or other unforeseeable reasons, employees shall arrive as close to their regularly scheduled work hours as safely possible. The District will ensure that walkways and parking lots are treated and cleared of snow and ice, to the extent possible, prior to the start of the employee workday.
2. Employees who are not able to report to work by the start of the student school day may use emergency leave, which draws from the employee's sick leave.
3. When school schedules are adjusted to a later student start time it is difficult to accommodate the planning provisions above within the shortened student day. The parties agree to the following regarding planning time on these late-start days:
  - a. Elementary teachers shall be provided at least 20 continuous minutes of noncontact time with students at some point during the student day and exclusive of the lunch period.
  - b. Secondary teachers will run as close to a normal bell schedule as possible.

Section 3 - Covering Classes

The limited purpose of this Section is to compensate employees for covering a class period at their building in the event of a substitute shortage at their school as follows:

- A. In the event the District's Human Resources Department is unable to secure a substitute teacher at a school for all or part of a day, the building administrator may request certificated employee(s) to cover a class period during their planning period. In the event an employee is willing to cover a class during their planning period, the employee will be compensated for one (1) hour at their per diem hourly rate per planning period. Such payment is limited to the employee's single planning period in a school day.
- B. The employee is not required to forego their planning period. The decision to cover a class during an employee's planning period is within the discretion of the employee.

C. Reassignment to Cover a Class

This provision is not intended to limit the building administrator's discretion to change an employee's daily assignment schedule as needed. Each building shall have a plan in place for predictable substitute coverage reassignment. This coverage plan shall include categorical staff, Deans, building TOSAs, and other applicable staff to cover unfilled absences equitably. Categorical staff shall not be reassigned from instructional duties to cover classes more than four (4) half days per month as to minimize interruptions to student learning. It is expected that Administrators assist with such coverage as available.

Any certificated staff who are reassigned from their daily assignment to cover when there is not a substitute available, shall be compensated in recognition of the frequency of these requests as follows:

1. Employees reassigned from a half day will be compensated for one (1) hour at substitute rate.
2. Employees reassigned for a half day during their planning period will be compensated for one (1) hour at per diem hourly rate and one (1) hour at substitute rate.
3. Employees reassigned for a full day will be compensated for one (1) hour at per diem hourly rate and two (2) hours at substitute rate.

- D. No K-12 PE teachers will be required to double up classes (as in one teacher supervising two sections) to provide coverage for an absent PE employee or Elementary CAS employee. When a PE teacher volunteers to cover an additional class, additional personnel will be required to provide safe supervision of students. A PE teacher covering an additional class for one period shall also receive one (1) hour of substitute rate, while a PE teacher covering an additional class for a full day shall receive a full day of substitute rate.
- E. Should the District have an interest in covering classes in ways other than described above, the District shall approach the Association through LMC to negotiate workload impacts.
- F. The District will develop training for identified staff who are regularly providing coverage for specialized program teachers. Training will be provided during the workday or staff will be paid per diem for this training.

#### Section 4 - Class Size and Work Loads

When the District is considering new initiatives that will impact the workload of certificated staff, the District will bring their proposed changes to the Association for consultation.

The parties recognize that class size and workloads can have an effect upon the educational process as well as the working conditions of employees. To the extent possible, in order to best serve all students' needs, class assignments shall be equitable among staff and take into consideration the unique characteristics and needs of students. Considerations shall include students receiving special educational services (IEP), students in the Multilingual/English Learner Program (ML/EL), students with 504 plans, students with significant behavior concerns, number of students in each class/section, etc.

- A. The above considerations include both newly enrolled students and students enrolled in the spring for assignment for the following year.
- B. Administrators building the master schedule will make sure they are using the built-in software parameters in Qmlativ designed to promote the equitable distribution of students across all classes.
- C. Principals or designee will review all classes for any potential inequities and make any necessary changes before individual student schedules or class placements are finalized. At the elementary level, student class placements will be made in consultation with sending and receiving teachers.
- D. When the severity of student needs, or the number of students, is distributed unequally within a like course or grade level, or a teacher feels that they have other inequities in the distribution of students in their class assignment, they will discuss their concerns and possible solutions with the principal. If remedies are not identified at the building level, the principal will work with the relevant Executive Director for possible solutions. The final resolution to the concern will be communicated back to the teacher.
- E. Class placements shall take into account building instructional models such as sheltered instruction or co-teaching. A collaborative decision-making process shall be used before implementing a new instructional model to ensure that staff buy-in and support takes place. Additionally, principals will conduct an annual review to assess current models.
- F. The parties, through LMC, will continue to work on the management of caseloads, including ESA caseloads.

Therefore, the parties agree as follows:

- A. General Education Teachers

1. Miscellaneous

In addition to the general K-5 classroom teacher, this paragraph A shall include teacher-librarians, technology, music and PE, except that music and PE classes may exceed the maximums without relief on a temporary basis when special programs or events require larger group instruction.

2. Advance Notice for New Student Enrollees

Beginning the fifth day of school, no student shall attend class until the classroom teacher has been notified of the student's enrollment in the affected classroom. Such notice shall serve the purpose of acquiring the necessary classroom desk, materials, and/or other supplies. Students will attend class the school day following registration and notice to the teacher. A teacher may choose to admit a student sooner.

3. Maximums

- a. Kindergarten: The maximum number of students assigned to any kindergarten class shall be 25. No class shall remain at 26 students in excess of 15 school days from the beginning of the school year.
- b. Grades 1-3: The maximum number of students assigned to any 1-3 class shall be 27. No class shall remain at 28 students in excess of 15 school days from the beginning of the school year.
- c. Grades 4-5: The maximum number of students assigned to any 4-5 class shall be 30. No class shall remain at 31 students in excess of 15 school days from the beginning of the school year.
- d. The District shall make every effort to avoid creating Elementary Combination Classes. In the event an Elementary Combination Class is needed, the following maximums shall apply:
  - i. The maximum number of students in a Grade 1/2 or a Grade 2/3 Combination shall be 25. No class shall remain at 26 students in excess of 15 school days from the beginning of the school year.
  - ii. The maximum number of students in a Grade 3/4 Combination shall be 26. No class shall remain at 27 students in excess of 15 school days from the beginning of the school year.
  - iii. The maximum number of students in a Grade 4/5 Combination shall be 27. No class shall remain at 28 students in excess of 15 school days from the beginning of the school year.
- e. Grades 6-12: The maximum number of students assigned to any class section shall be 30 in grades 6-8 and 33 in grades 9-12. The maximum number of students per section shall be 31 in grades 6-8 and 34 in grades 9-12 for no more than 15 school days from the beginning of the trimester or semester. The maximum daily instructional load in grades 6-12 shall be 165. No daily instructional load shall remain at 166 for a period of time in excess of 15 school days from the beginning of the school year.
- f. Exceptions to Grades 6-12 Maximums:
  - I. Individual class maximums provided by paragraph 3.e., above, shall not apply to classes and programs where larger classes are traditional (e.g. music) or where its staff chooses to experiment with or pursue individual or team program options.
  - II. Upon notification to the Association President and subsequent approval by the employee, a "singleton class" may exceed the maximum caps of 30 in grades 6-8 and 33 in grades 9-12 by three (3) students provided the maximum daily instructional load in grades 6-12 of 165 is not exceeded by the staff member.
  - III. The maximum number of students assigned any PE class shall be 35 in grades 6-8 and 38 in grades 9-12. No PE class shall remain at 36 in grades 6-8 and 39 in grades 9-12 for a period of time in excess of 15 school days from the beginning of the trimester or semester. Grades 6-12 PE classes shall not be eligible for Relief Triggers Overload below,



except to the extent for a teacher with a combination of PE and regular academic classes; their total daily loads will be pro-rated for their regular academic classes.

- IV. For grades 6-12 music classes, there shall be no limit for students assigned, provided that paraeducator time relief will be provided as described elsewhere in this Section.

4. Relief Triggers (Overload)

a. For Kindergarten Classes

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

- I. Classes with 23 students shall receive one (1) hour of paraeducator time or overload compensation per day.
- II. Classes with 24 students shall receive two (2) hours of paraeducator time or overload compensation per day.
- III. Classes with 25 students shall receive four (4) hours of paraeducator time or overload compensation per day.

b. For Grades 1-3

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

- I. Classes with 25 students shall receive the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.
- II. Classes with 26 students shall receive the equivalent of two (2) hours of paraeducator time per day in the form of overload compensation.
- III. Classes with 27 students shall receive three (3) hours of paraeducator time or overload compensation per day.

c. For Grades 4-5

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

- I. Classes with 27 students shall receive the equivalent of one (1) hour of paraeducator time per day in the form of overload compensation.
- II. Classes with 28 students shall receive the equivalent of two (2) hours of paraeducator time per day in the form of overload compensation.
- III. Classes with 29 or 30 students shall receive three (3) hours of paraeducator time or overload compensation per day.

d. For Elementary Combination Classes

Following 10 consecutive school days from the beginning of the year, relief provisions are applied as follows:

Grade 1/2 or Grade 2/3 Combination Class:

- I. Classes with up to 22 students shall receive one (1) hour of paraeducator time and overload compensation per day.
- II. Classes with 23 students shall receive two (2) hours of paraeducator time and overload compensation per day.
- III. Classes with 24 students shall receive three (3) hours of paraeducator time and overload compensation per day.

Grade 3/4 Combination Class:

- I. Classes with up to 23 students shall receive one (1) hour of paraeducator time and overload compensation per day.
- II. Classes with 24 students shall receive two (2) hours of paraeducator time and overload compensation per day.
- III. Classes with 25 students shall receive three (3) hours of paraeducator time and overload compensation per day.

Grade 4/5 Combination Class:

- I. Classes with up to 25 students shall receive one (1) hour of paraeducator time and overload compensation per day.
  - II. Classes with 26 students shall receive two (2) hours of paraeducator time and overload compensation per day.
  - III. Classes with 27 students shall receive three (3) hours of paraeducator time and overload compensation per day.
- e. Specialist Overload  
When PE, music, teacher-librarians, technology or elementary specialists provide instruction during a planning time period, they are entitled to the overload compensation at the following triggers:  
K = 25 students; Grades 1-3 = 27 students; Grades 4-5 = 29. Combination classes will use the lowest applicable trigger.
- f. For Grades 6-12  
Following 10 consecutive school days from the beginning of the school year, relief provisions are applied as follows:
- I. 151 students per day shall receive the equivalent of one (1) hour of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.
  - II. 155 students per day shall receive the equivalent of two (2) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.
  - III. 160 students per day shall receive the equivalent of three (3) hours of paraeducator time in the form of overload compensation per day at the paraeducator hourly rate for the previous year.
5. Relief Options for those teachers who qualify for relief under the provisions of subsection 4 “Relief Triggers (Overload):”
- a. Compensation:  
All teachers, except grade 6-12 music teachers, shall receive compensation for class sizes or student loads exceeding the relief triggers. Such compensation shall be calculated on the basis of hours as specified in subsection 4 and will be paid at the paraeducator hourly rate for the previous year. Such compensation will be paid to qualifying teachers in the regular pay warrants for February and August, or in a qualifying teacher’s final pay warrant for the year, whichever occurs earlier.
  - b. Paraeducator Classroom Assistance:  
Paraeducator time is contingent upon the District’s ability to hire paraeducators, and is limited to kindergarten teachers, elementary teachers with combination classes, and elementary teachers at maximum. Kindergarten teachers and elementary teachers at maximum that elect to use paraeducator time in the classroom in lieu of receiving compensation must request this choice in writing and deliver to the building principal no later than December 1 of the current school year.  
  
The teacher’s overload account will be charged for the paraeducator hours on a monthly basis. If a teacher does not use all of the available paraeducator time by the end of the school year, remaining hours will be converted to compensation as set forth in paragraph (a.) above and paid to the teacher in the regular pay warrant for August.
  - c. Secondary Music Teachers:  
For grade 6-12 music teachers only, teachers who qualify for relief under the provisions of subsection 4, the following relief options are available:

(i) Use some or all of the relief as paraeducator time in the classroom or (ii) Convert some or all of the paraeducator hours to District funds to purchase supplies, materials, field trips, equipment and/or to defray the cost of in-state workshops, including the cost of substitutes. The hours will be converted to funds based on the paraeducator hourly rate for the previous year.

Two or more grade 6-12 music teachers eligible for overload relief at a given school may pool all or any part of their relief for any of the uses listed in (i) and (ii) above, provided that if supplies, materials or equipment are purchased they shall remain at that school rather than follow any of the employees who pooled and who later transfer to another school.

A grade 6-12 music teacher eligible for overload who would like to use their overload relief for purposes not listed above may submit such a request through the school's shared decision-making process.

A grade 6-12 music teacher eligible for overload relief may carry over into the following school year any overload relief earned for the previous year but not used. If such carry over relief is not used the following year, it shall be lost.

6. WaKIDS Kindergarten Assessment:

- a. The first three (3) student days shall be non-student days for general education kindergarten teachers to hold family connection conferences with parents/guardians and their child.
- b. General education kindergarten teachers who administer this assessment in the fall and who complete the data entry by October 31 will be provided eight (8) hours at their per diem rate of pay. In addition, first year kindergarten teachers shall receive an additional two (2) hours at their per diem rate of pay.
- c. Specialized program teachers who serve kindergarten students will be provided twelve (12) hours at per diem rate to conduct family connection conferences and to complete data entry by October 31.

B. Teacher-Librarians

1. Elementary: Elementary teacher-librarians will provide no more than three (3) planning sessions. All teacher-librarians will have a minimum daily average of three (3) hours paraeducator time.
  - a. The teacher-librarians will deliver instruction to students based upon the District-approved library information technology framework and standards.
  - b. Classroom teachers are not required to remain with their class when the class visits the library for scheduled library time or plan coverage. The Elementary teacher-librarian will provide the primary supervision of and instruction to students during this time.
2. Secondary: Full-time high school teacher-librarians shall receive a minimum of six and one-half (6.5) hours of dedicated library paraeducator time. Middle school teacher-librarians shall receive a minimum of two (2) hours of dedicated library paraeducator time.

C. Elementary Content Area Specialists

Elementary Content Area Specialists shall include teacher-librarians, music, PE, technology, and any other teacher providing plan time.

1. The development of the specialists' schedule shall be done with input gathered from affected staff to ensure the continuity and quality of specialized programs and maximize access to teaching space

appropriate to the program including minimizing instructional impacts due to assemblies. Content area specialists may collaborate with the building principal, or designee, to create the overall schedule.

2. The schedule shall include five (5) minute passing times for all specialists. However, where it is not feasible for a passing period between every specialist section, due to facilities or lunch schedules, a reduction in up to two (2) daily passing times is allowable. As soon as it is known that a reduced passing time is being considered, the issues shall be brought to the Association President for review.
3. Necessary equipment to accommodate the instruction of students in PE, music, and technology will be provided and maintained by the building or District. In addition, facilities (including classroom, gyms, fields, etc.) shall be consistently and regularly maintained for safe instructional use.
4. With the exception of Music and PE teachers, Elementary Content Area Specialists will not be considered a “classroom teacher” for purposes of placement in the certificated evaluation system.
5. Elementary Content Area Specialists will be provided job alike opportunities over the course of the school year during their normal workday.

D. English Language and Multilanguage Student Supports

Beginning in 2023-2024, the District shall:

1. Provide WIDA Testing support teams at schools with large numbers of ML/EL students. Supports may include deploying District-wide staff or other building staff to assist with testing.
2. Make available curriculum to ML teachers that is appropriate to their ML student English proficiency levels.
3. Dual Language Program: The District will share implementation plans through LMC, and any potential contractual impacts, including workload.

E. Special Education Teachers

The parties recognize that change(s) to the special education continuum of services requires further bargaining between the parties, such as the impacts on teachers from renaming, relocating, dissolving, adding or combining programs, or changing the composition of students within a program, etc. In addition, should the District determine a need for change(s) to the continuum of services during the term of this Agreement that conflicts with or would alter provisions of this Agreement, the parties shall meet and agree on any change(s) to the relevant sections of this agreement.

Each FTE special education classroom teacher will be provided daily paraeducator time as outlined in the table below. One-on-one paraeducator support that is identified in a student’s IEP shall not count in the allocation outlined in this section.

The parties agree to the following class size and caseload caps and goals for special education teachers. The parties understand that goals are not limits and that it may become necessary to assign more students:

ELEMENTARY PROGRAM	CASELOAD GOAL	CASELOAD CAP	PARA HOURS PER DAY (MINIMUM)
Communication Preschool	12/9	14/11	6
Inclusive Preschool	13/6	15/7	12 (4 days)
Developmental Preschool	9	10*	12 (4 days)
Kindergarten	9	11	14
Bridges – Elementary Autism	9	11	19.5
Elementary Connections	10	12	19.5
Elementary Life Academics 1	9	11	19.5
Elementary Life Academics 2	12	14	19.5
Lighthouse with any K	10	13	13 (<4 K Students) 19.5 (>4 K Students)
Lighthouse with 1-5	12	15	13
Elementary MBSC	8	10	18
Elementary Resource	26	28	6
Elementary Expanded Resource	22	26	9

**\*Preschool:** Any Developmental Preschool teacher who has a caseload maximum of ten (10) shall receive overload compensation of \$15 for each day per day per session that caseload is at the maximum.

SECONDARY PROGRAM	CASELOAD GOAL	CASELOAD CAP	PARA HOURS PER DAY (MINIMUM)
Highly Structured – Secondary Autism	9	11	13
Structured – Secondary Autism	9	11	13
Secondary Connections	14	17	19.5
Secondary Life Academics 1	6	11	13 middle school 19.25 high school
Secondary Life Academics 2	10	15	13
Secondary MBSC	11	13	18
Secondary Resource	17 for class size 28 for caseload	17 for class size 32 for caseload	6
CBTC	19 for caseload	22 for caseload	26

#### Special Education Teacher Workload Supports

1. Within the first month of school, special education employees shall submit schedules to principals for review and approval. In setting these schedules, principals will assure employees receive their daily lunch, preparation, and duty-free times in accordance with Section 2. In the event an employee's agreed schedule has been compromised, employees should notify their supervisor promptly, or within two weeks.
2. IEP Team Decision Making Process  
The District will provide, to all special education staff members, a written procedure outlining a clear philosophy and description of special education programming categories, along with systematic

guidelines for determining program placements and a projected timeline for students transitioning between placements. Using these guidelines, it is understood that student placement and service needs will be determined by the IEP team. These IEP team decisions are final, so long as the decision demonstrates requisite knowledge of the student, the student's evaluation data, and adherence to the District's procedures, guidelines and placement options.

3. Special education teachers shall be provided 3 days (23.25 hours) of substitute time on or off site based on their FTE to permit the employee to prepare IEPs, attend parent conferences and perform other job duties. These substitute days shall be scheduled by the teacher in whole or half days and are not subject to leave restrictions, provided they are scheduled five days in advance. If there are extenuating circumstances preventing five days advance notice, requests for substitutes shall be sent to the Director of Human Resources. Unused days shall be cashed out at the highest daily substitute rate in the employee's August paycheck.
4. **WA AIM**  
The District will fund annually a budget account to be administered by the Special Education Director at a rate of \$30 per WA-AIM test section. The funds shall be used for paid staff time and/or substitute time for special education staff to meet the WA-AIM requirements for students in the program. At the employee's discretion, these funds may be used to pay for substitutes at the substitute rate in full-day increments. Any remaining part of these funds not used to pay for substitutes shall be paid to the employee in the August paycheck. The account will be maintained so long as the WA-AIM requirement continues to be mandated by OSPI.

The IEP team who determines that the WA-AIM is the appropriate assessment for the student may provide parents with information from OSPI about the purpose and benefits of this assessment.

5. **Office Assistants**  
The District agrees to provide at least 35 daily office assistant hours to assist special education staff at each building with the scheduling of IEP meetings and compliance paperwork. Hours shall be allocated annually based upon school caseload.

Building paraeducator hours shall not be used for the purposes outlined above.

6. **Safety Net IEPs**  
In order to support those employees required to complete and submit Safety Net IEPs, the District is committed to ensuring the following:
  - a. Promptly notify employee if an IEP is not submitted for safety net reimbursement.
  - b. Provide timely feedback to employees on safety net IEP completion.
  - c. Notify employees how much funding was recaptured as a result of their submitted IEP(s).
  - d. Provide mentoring to those who request assistance in meeting IEP completion requirements.
  - e. Designate and communicate the name of the point person(s) in the department office who is/are available to respond promptly to general issues or questions during the safety net wrap up and completion period in March.
  - f. Teachers with two (2) or more Safety Net IEP's may request one (1) additional release day, beyond the three (3) days referenced in Article VIII, Section 4.D.3 for the purpose of completing Safety Net IEPs.

F. ESA Caseload Caps and Goals

When making assignments, caseloads shall be reasonably equitable taking into consideration the numbers of students served, the degree of services required of the groups of students assigned to any one ESA at any one time, and the number of schools to which the employee is assigned (travel time considerations).

The Director of Special Education or designee shall meet with all ESA employee groups to allow the total group to review current caseloads and consider any balancing adjustments, as well as discuss the option to rotate more impactful assignments.

Extended School Year (ESY) services will be paid at the per diem rate and shall include time working directly with students and staff, time for planning for services, and communicating with parents. Employees will be paid for travel time and reimbursed for all associated travel expenses such as mileage, ferry fees, and public transportation for ESY services rendered off District property. Staff provision of ESY services is voluntary. The Special Education Director or designee will notify appropriate job groups of ESY opportunities prior to the end of the school year. Employees (special educators and ESAs) will notify the District if interested in providing ESY services and will be selected on a seniority basis. In the event there are no staff volunteers to provide ESY services, the District will attempt to contract with outside services to meet student needs. In the event the District is unable to contract with an outside service provider, the Special Education Director or designee will work with the following school year special educators and ESA service providers to determine an appropriate plan for making up the ESY services.

Compensatory education services that occur anytime during a calendar year are counted as part of their contractual caseload regardless of when services are provided, and caseload caps are applied. If services are provided beyond the school day and/or caseload caps are exceeded, employees will be compensated at their per diem rate. Should services be necessary off District property, the employee will be paid for travel time and reimbursed for all associated travel expenses such as mileage, ferry fees and public transportation.

The parties agree to the following caseload caps and goals for ESAs. The parties understand that goals are not caseload limits and that it may become necessary to assign more students to a specialist during the school year. The parties, through LMC, will continue to work on the management of caseloads, including ESA caseloads.

PROGRAM	CASELOAD GOAL
Psychologists <sup>1</sup>	1 FTE per 850 students
<sup>1</sup> For the duration of this agreement, Early Childhood Assessment Team (ECAT) FTE allocation shall not be used for computing individual caseloads referenced herein.	

ESA	CASELOAD GOAL	CASELOAD CAP
SLP <sup>2</sup> (Individual caseloads)	50 After 2019-20: 47	55 After 2019-20: 52
Maximum District-Wide SLP Average: 53 After 2019-20: 50		
<sup>2</sup> For the duration of this agreement, the following FTE allocations shall not be used for computing District or individual SLP caseloads referenced herein: Assistive Technology, Early Childhood Assessment Team (ECAT), and any FTE dedicated to assessing and/or exiting SLP students.		

OT <sup>3</sup> (Individual caseloads)	35	40
Maximum District-Wide OT Average: 35		

PT <sup>3</sup> (Individual caseloads)	35	40
<b>Maximum District-Wide PT Average: 35</b>		
<sup>3</sup> For the duration of this agreement, the following FTE allocations shall not be used for computing District or individual OT or PT caseloads referenced herein: Assistive Technology, Early Childhood Assessment Team (ECAT).		

<b>PROGRAM</b>	<b>CASELOAD GOAL</b>
Nurses	1 FTE per 1500 students

G. Psychologists:

In consultation with the Special Education Director, school psychologists will be provided the opportunity to work at an alternate site approved by the District twice/month or more frequently if mutually agreed, to facilitate the completion of all Special Education paperwork within the requirements of the law (and conditioned on the timely completion of such paperwork).

H. Speech and Language Pathologists (SLPs)

The maximum District-wide average caseload for SLPs shall be 53.0, after 2019-20: 50.0, and shall not exceed 53.0, after 2019-20: 50.0, for more than twenty-five (25) days.

Hearing Screening: The District will provide, train and schedule staff/volunteers to conduct the District-wide hearing screening required by WAC. The SLPs shall provide a general oversight at each building to ensure proper screening and will conduct the follow-up activities and screening of individual new students as required by WAC.

Preschool: Extra hours will be available for SLPs to do assessment and IEP development/ meetings in the event a new preschool class is created within the school year.

I. Occupational and Physical Therapists

The maximum District-wide average caseload for OTs shall be 35.0, and for PTs shall be 35.0. Caseloads shall not exceed 35.0 for more than twenty-five (25) days.

Preschool: Extra hours will be available for OTs and/or PTs to do assessment and IEP development/meetings in the event a new preschool class is created within the school year. For every 1.0 FTE preschool teacher, the District will provide .3 FTE OT and .2 FTE PT.

Team Leads: District-wide OT and PT Program Leads will be charged to work collaboratively with District administrators on an ongoing basis to support the program model. OT Leads will receive a stipend of \$3,000 and PT Leads will receive a stipend of \$1,500. The purpose of each Lead position is to enhance the communication process, increase shared learning opportunities, and to create transparency between administrators and the OTs and PTs that the Leads serve. This will be accomplished through:

1. Organizing agenda and facilitating meetings twice a month to further information sharing, communication and learning;
2. Communicating information to staff members that are unable to attend the meetings;



3. A commitment to facilitating conversations with their colleagues around relevant issues and concerns as well as topics that will further District initiatives;
4. Mentoring employees new to the District;
5. In conjunction with administrators, planning and implementing job-specific professional development during District-directed Waiver days and LIT days;
6. Participating on interview committees;
7. Supporting OTs and PTs that are new to the District;
8. Coordinating oversight for PTAs and COTAs in order to assign them to areas of need;
9. Meeting as needed with the Special Education Director to follow up on agenda items not previously resolved, to discuss topics of importance to their team members, and to have reflective conversations around program development and enhancement;
10. Tracking and balancing caseloads.

J. Nurses

The District will hire additional Nurse FTE for the 2022-23 school year. The goal is to have full health coverage at each school provided by Nurses and Health Service Professionals (HSP).

When making assignments based on caseloads and number of students, the severity of student needs shall be taken into consideration.

The District will provide, train and schedule staff/volunteers to conduct the District-wide vision screening required by WAC. The nurses shall provide a general oversight at each building to ensure proper screening and will conduct the follow-up activities and screening of individual new students as required by WAC.

The District shall allocate .5 FTE towards the Lead School Nurse position. The Lead Nurse will work as a liaison between the nurse team, OSPI Health Services, and District administration.

- K. The foregoing provisions, in the event of a double levy election loss or other financial shortage, may be abated by the Board in its discretion, but giving due regard to the importance of this class size provision in determining the priorities for adjustment.

L. Students who Receive Special Education Services in the General Education Classroom

1. The provisions of this section K.1 apply to students from a specialized program accessing general education. When planning for inclusion of a student who is receiving special education services in the general education setting, the case manager and general education teacher(s) shall meet and discuss the IEP for each student (and will be compensated in accordance with the provisions in 7 below where applicable) including:
  - a. The percentage of time the student will access the general education classroom.
  - b. The general education classroom schedule to determine the time(s) when the student will be included, in accordance with the student's IEP.
  - c. Identifying responsible staff (ESA, special education teacher, and/or classroom teacher) for delivering each student's specific academic, social, emotional, and/or behavioral needs. The

- classroom teacher shall be provided a copy of the IEP goals (“At-a-glance”) and, upon request, a copy of the IEP in its entirety.
- d. Necessary accommodations and modifications to help the student succeed, including any necessary staff supports.
  - e. Relevant Behavior Intervention Plans (BIPs), Functional Behavior Assessments (FBAs), and Emergency Response Plans (ERPs). Upon request, the classroom teacher will receive copies of any relevant documents.
  - f. Activities and materials that the student can access for academic, behavioral, and/or sensory needs, including who is responsible for providing and/or creating the materials.
  - g. A communication plan as to which special education staff members the classroom teacher should contact for questions and support if it is needed.
  - h. The procedures/actions that will occur if behaviors surface after placement.

The parties intend that this meeting shall occur before placement. If a prior meeting is not possible, the general education teacher will be provided a copy of the IEP At-a-Glance and Relevant Behavior Intervention Plans (BIPs), Functional Behavior Assessments (FBAs), and Emergency Response Plans (ERPs) prior to the student starting. The case manager and the general education teacher shall promptly meet as soon as possible after the placement is made.

- 2. If a student who is receiving special education services is deemed to have significant behavior concerns documented in their IEP, the general education teacher will be consulted about whether their classroom is the appropriate placement for this student.
- 3. Students receiving special education services who are included on the general education rosters shall be counted toward the overload threshold.
- 4. Students included in the general education classrooms will have in-class supports in all areas where they qualify for services in their IEP in order for SDI to occur. While the District takes an individualized approach to inclusion placements, it will attempt to equitably distribute students who are receiving special education services across general education classes in accordance with and subject to the provisions of Article VIII, Section 4.
- 5. Specialized equipment, materials and other items that the IEP team deems necessary for successful inclusive practices will be provided by the Special Education Department.
- 6. PE teachers will be provided training from an adaptive PE specialist on methods to accommodate the unique needs of students.
- 7. General education teachers with students who are highly impacted requiring more than one hour of meeting time per student per month will be allowed to timesheet additional meeting time beyond one hour.
- 8. The District will employ at least five roving Teaching and Learning (TLC) paraeducators who are trained in Right Response to help students with significant behavioral needs.
- 9. A Special Education Administrator shall meet with staff from each building annually to mutually determine professional development that helps meet the unique needs of students served at the building.
- 10. The District will communicate to general education teachers the process for initiating an IEP team meeting.

## Section 5 - Classroom Visitation

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom during the normal student day shall obtain the approval of the principal, and if the visit is to a classroom the time will be arranged by the employee after the principal and employee have conferred.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor after the visitation.

## Section 6 - Employee Facilities

The District will furnish and maintain the following equipment and facilities for use of employees in each building based on budgetary considerations:

- A. Necessary space, equipment and technology to carry out their assigned work, including storage space and work areas with supplies and equipment.
- B. An employee restroom and an employee lounge/dining area separate from students, where presently available.
- C. A convenient, sanitary, safe and private location, other than a restroom, allowing privacy for breastfeeding or expressing breastmilk, and a convenient, hygienic refrigerator in the workplace for the mother's breast milk.
- D. Desk, chair and file drawers or file cabinet.
- E. The appropriate number of student work stations.
- F. Telephone in each school's faculty lounge and work area.
- G. Parking separate from student parking and reserved from visitor parking.
- H. Keys to building, classrooms, and work areas will be issued by the building principal for one year.
- I. The District and the Association recognize schools have limited space available as a result of an increasing student enrollment, limited portable placement options, and the need to accommodate multiple educational programs. Within these limitations, the District shall endeavor to provide appropriate work and learning space within each school. To ensure space and facility needs are addressed, ESAs, impacted school staff, and administrations shall work together to identify appropriate space needs for staff to carry out their instructional or service responsibilities. The parties intend that priority shall be given to OTs, PTs, Psychologists, and SLPs to provide professional services or instruction in accordance with students' IEPs. District facility administrators may be consulted to evaluate the efficient use of building space in order to identify viable options to meet the instructional or services needs of staff.
- J. All equipment provided by the District shall be maintained in working order.

## Section 7 - Conferencing with Parents, Grading and Report Cards

A. Elementary Parent-Teacher Conferences

Elementary conferences shall be held during the two and a half days prior to Thanksgiving. These will be non-student days, allowing teachers to share academic, behavioral and social-emotional progress on an abbreviated report card. This will constitute the first trimester reporting requirement.

B. Elementary Conference Logs and Cumulative Files

The District recommends that all elementary teachers complete conference logs for all students. Elementary teachers, however, shall not be required to complete conference logs for all student conferences. Teachers shall use professional judgment to determine if a conference log is necessary to document student classroom performance, behavior issues, test scores, and other concerns such as parent-related issues.

Elementary teachers shall not be responsible for filing student materials in cumulative folders.

C. Progress Reports and Report Cards

1. In recognition of the importance of grading and providing regular and timely communication of student progress, secondary teachers will be responsible for updating grades in the student information system at least twice a month, or as appropriate to their program or course. Report cards will be sent home at the end of each quarter, semester and trimester (middle school).

If a student is anticipated to receive an N or NC for the term (quarter, semester, trimester), the teacher will contact the student's family in a timely manner to inform the family that the student may not pass the course. This contact, by phone or email, will be noted in the student information system contact log. Parent Square is the preferred method for emailing parents to ensure translation when needed.

2. All teachers shall have one employee-directed LIT day following the end of each grading period for grading, report card preparation, and planning.
3. Report cards shall be completed on the second Tuesday following the end of each grading period. All report card comments are at the discretion of the classroom teacher, other than those required by law. Elementary report cards will go home to students no sooner than two (2) days following the report card completion date. (See Appendix K)
4. Elementary PE and Music specialists will provide one (1) participation type grade, along with a generic description of the standards covered during a particular grading term. Technology specialists, and any other elementary specialist, will not provide grades. No elementary specialist will provide grades to students in kindergarten.
5. Grading periods shall always end on the last student day of the week.

## Section 8 –Assessments

A comprehensive and accurate calendar for State and Federal student assessment dates will be published and distributed to employees by December 1 of each school year.

A. Elementary Assessments

1. The current District Benchmark Assessment is iReady. Should the District elect to change the Benchmark Assessment, the District and Association will collaborate to select a new Benchmark Assessment. The District will provide training during contracted work hours for staff using iReady.
2. Assessments shall occur in the fall and during the four-week window prior to spring break according to the District Assessment Calendar. Additional assessments are at the teacher's discretion.

3. Buildings will use the collaborative decision-making process to identify a school plan for utilizing all teachers, except those who would need to cancel student instructional groups, and substitute teachers to complete the diagnostic assessments for all students two times per year. The District will work to give priority for substitutes to buildings for this purpose. The District will identify half of the elementary schools for substitute priority during the first two weeks of the window and the other half of elementary schools for priority the second two weeks of the assessment window.
4. Teachers may administer additional assessments beyond the District minimum requirement using their best professional judgement.
5. School staff may agree to administering additional assessments through the collaborative decision-making process as part of their building assessment plan. However, all staff will be a part of administering additional assessments in a manner that shares the workload and supports new teachers.
6. Principals shall not request additional assessments beyond those cited herein, unless state and/or federal mandates change.

B. Elementary Individually Administered Assessment Support

1. For District required individually administered assessments (i.e., RAN, ORF), release time will be allocated based on the formula below:
  - a. RAN: 10 minutes x number of students in class (i.e., 10 minutes x 25 students = 250 minutes or 4.25 hours)
  - b. ORF: 15 minutes x number of students below grade level in a class as determined by the District provided common assessment (i.e., 15 minutes x 10 students = 150 minutes or 2.5 hours)
2. Each Elementary school principal will provide assistance to classroom teachers in administering District required individually administered assessments to students. Substitute time will be allocated based upon the formula indicated above and in collaboration with teachers.
3. The District and MEA understand that these allocations are not sufficient to provide each elementary classroom teacher with a substitute teacher for all required student assessments. Rather, these funds are designed to assist building staff with this responsibility.
4. Should school teams elect to administer the Benchmark Assessment (BAS) (or other 1:1 reading assessment) to their students (K-3), they will be provided one (1) release day per year per K-3 teacher to be used in full or half time increments. BAS assessments shall not be administered on Fridays if substitute release time is needed.

C. Secondary Assessments

Every student who qualified for LAP in grades 6-8 shall be assessed two times per year: in the fall and during the four-week window prior to spring break, according to the District Assessment Calendar. Students will be assessed in the areas of reading and math using the District benchmark assessment.

## Section 9 – Non-Work Year Duty

In the event an employee is required or requested to participate in a legal or quasi-legal hearing or meeting occurring outside the school year, the District shall provide per diem compensation for the employee's time and provide for travel expenses. In the event the employee has a conflict with a requested date for participation, the District will attempt to make alternate arrangements to accommodate the employee's schedule and secure the information

needed.

#### Section 10 – New Educator Assistance

In order to support educators in their first and second years in the profession, the parties agree to the following:

- A. All new employees shall be assigned a mentor to assist in their first two years in the profession and/or assist with their first year of employment in the District.
- B. In their first year of employment, all classroom teachers new to the profession shall receive a budget of \$400 for supplies, materials and resources for use in their job or with students.
- C. A new employee shall be granted release time for individual planning, observations, or work with the employee's mentor or administrator, subject to prior authorization by the principal or Human Resources as to scheduling of such release time.
- D. No new teacher will be assigned a sheltered/clustered IEP class, more than three (3) course preparations (6-12) or a combination class (K-5).

#### Section 11 – Mentor Program

A peer-mentoring program is established to assist new teachers and improve the quality of instruction in the District. The Program is available to staff regardless of their respective evaluation system, and will be implemented as outlined as herein.

- A. District-identified current Special Education ESA employees will receive a stipend of \$1,000 to serve as mentors within their specialty area for employees new to Special Education.
- B. Full-Time Mentor Assignment Status
  - 1. Mentor(s) will work full-time (184) days in the Program during the school year. The Mentor shall receive a supplemental contract for an additional ten (10) days of work each year at per diem.
  - 2. The term of the assignment is a period of three years.
  - 3. Mentor(s) have the right to return to their most recent teaching assignment at the conclusion of their initial mentoring assignment without subject to reassignment within the first year of their return.
  - 4. The mentor(s) will work under the supervision of the Director of Curriculum and Professional Development.
- C. Assistance provided by a mentor shall not be included in the evaluation process of an employee and shall not be used as a basis for nonrenewal.
- D. Experienced Employees: At the mutual request of an experienced employee and their program or building administrator, a mentor may provide assistance to any employee in the performance of their professional duties or an employee on a growth plan. Assistance provided by a mentor shall not be included in the evaluation process of an employee and shall not be used as a basis for nonrenewal.

- E. The District will not assign mentors to employees on probation. An employee on probation may, however, request the assistance of a mentor.

#### Section 12 - Substance Abuse

- A. Employees are prohibited from the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.
- B. The District will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug-free workplace and the availability of drug counseling, rehabilitation, and employee assistance programs.
- C. The District and Association jointly recognize drug/alcohol addiction as an illness which is treatable. It is the District's intent and the Association's that employees be free of the influence or effect of alcohol and/or controlled substances during the course of their employment. In cases of employee addiction to alcohol and/or controlled substances, or an employee's impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment of addiction, excluding instances that may warrant action in accordance with letter D following.
- D. Disciplinary action taken by the District, if any, shall be in accordance with and as provided for in Article IV, Section 3 of this Agreement.
- E. Employees specifically covered by the Drug-Free Workplace Act of 1988 shall be subject to the following:
  - 1. An employee convicted of violating a criminal drug statute for a violation occurring in the workplace will inform the District of such conviction (including a plea of nolo contendere) no later than five (5) days after such conviction.
  - 2. The District will notify the federal granting office within ten (10) days of receiving notification from an employee or otherwise receiving notice of such conviction.
  - 3. Employees who are convicted of violating a criminal drug statute may be subject to disciplinary action, in accordance with and as provided for in Article IV, Section 3 of this Agreement or be required to satisfactorily participate in an approved rehabilitation or drug abuse assistance program.

### ARTICLE IX - SUBSTITUTE EMPLOYEES

This Article is intended to specify the wages, hours, and working conditions of part-time substitutes, long-term substitutes, and leave replacement contract substitute employees.

#### Section 1 - Notice to Association

Prior to November 1, February 1, and May 1, the District shall provide the Association with a list of employees who have met the standards established in Article 1, Section 1 for inclusion in the bargaining unit. Notification shall include the name, address, and phone number of bargaining unit substitute employees.

#### Section 2 - Status of Substitutes

Bargaining unit substitutes are not entitled to any continuing contract rights pursuant to the continuing contract law of the State of Washington.

### Section 3 - Leave Replacement Contract Substitutes

Leave replacement contract substitutes shall be given a non-continuing contract. Leave replacement contract substitutes shall receive all rights and benefits of this entire Agreement except to the extent modified by their non-continuing contract status. Therefore, Sections 4, 5, 6, 7 and 8 below apply only to part-time and long-term substitutes.

### Section 4 - Compensation

Substitute employees shall receive compensation in accordance with the following:

- A. For the term of this agreement, part-time substitutes shall be paid:
  - 1. A daily rate of \$200.00 for a whole day. A daily rate of \$250.00 for Learning Improvement Time ("LIT") early release Fridays.
  - 2. A daily rate of \$100.00 for a half day (3.88 hours).
  - 3. Retired and current certificated teachers shall be paid a daily rate of \$210.00 for a whole day. A daily rate of \$260.00 for Learning Improvement Time ("LIT") early release day, and \$105.00 for a half day for the term of this Agreement.
  - 4. Part-time substitutes shall be paid compensation for a whole day for any work equal to more than half a work day, or half-day for any work equal to half a work day or less. If a part-time substitute is called and reports to work but is not needed, the substitute shall be paid a \$25.00 callout fee.
  - 5. Whole day substitutes shall be provided a continuous thirty-minute duty free lunch period. Substitutes shall not be required to double up classes (supervise two sections at once). Substitutes assigned to the same classroom for two (2) or more consecutive days shall be provided with a plan period, or if required to cover another class during the plan period, shall be compensated in the amount of \$30.00.
- B. Long-term substitutes shall be paid at the contract employee rate effective the first day of the assignment, when it is known from the beginning the assignment will be twenty (20) or more days, or on the first day in which the District becomes aware of the assignment duration, or on the twenty-first (21st) day of continuous employment in the same assignment when the employee was initially assigned as a day-to-day substitute.

### Section 5 - Insurance

The District shall provide insurance benefits to substitute employees as required by law. Those substitute employees who qualify shall follow the rules and procedures as set forth in Article VII, Section 10: Insurance Benefits.

### Section 6 - Leaves

After sixty (60) continuous days in the same assignment, long-term substitutes will be awarded one (1) day of sick leave per each twenty (20) days worked.

As required by law, the District will allow certificated substitutes to accrue paid sick leave at the rate of one hour for every forty hours worked. Beginning the 90<sup>th</sup> calendar day after commencement of the substitute's employment with the District, paid sick leave can be used. Employees may contact Payroll for more information.



## Section 7 – Professional Development

- A. The District shall provide a paid two-hour orientation training for new substitutes as an initial orientation upon hire.

Emergency substitutes will receive four hours of paid training in addition to the two hours above.

- B. The District shall provide access to District professional development when space is available.

## Section 8 - Other Applicable Contract Provisions

In addition to those wages, hours, and working conditions provided by this Article, other provisions of this Agreement shall apply to part-time and long-term substitutes as follows:

Article I	Recognition and Definitions
Article II	Status and Administration of Agreement*
Article III	Association Rights
Article IV, Section 1	Individual Rights
Article IV, Section 2	Right to Join and Support Association
Article IV, Section 4	Academic Freedom (Only paragraphs A, C, D and E apply to part-time substitutes)
Article IV, Section 5	Employee Files
Article IV, Section 6	Employee Protection
Article IV, Section 7	Employee Safety
Article IV, Section 8	Student Discipline (Only paragraphs A, B.5, B.6, B.10, and B.12 apply to part-time substitutes)
Article IV, Section 10	Supplemental Contracts
Article IV, Section 14	Security of Bargaining Unit Work
Article V	Management Rights
Article VII, Section 3	Payroll Deductions*
Article VII, Section 4	Payment (as reasonably applicable)*
Article VII, Section 5	Activity Payment*
Article VII, Section 9	Travel

Article VIII, Section 1	Employee Work Year*
Article VIII, Section 2	Work Day*
Article VIII, Section 4	Class Size (Only long-term substitutes on a leave replacement contract will be eligible for class load assistance.)*
Article VIII, Section 5	Classroom Visitation
Article VIII, Section 6	Employee Facilities*
Article VIII, Section 12	Substance Abuse
Article XI	Grievance
Article XII, Section 1	Professional Involvement*
Article XIII	Duration

\*These provisions are applicable to long-term substitute employees and do not apply to part-time substitutes.

## **ARTICLE X – EVALUATION**

In compliance with state law, the parties will continue to implement the new evaluation system for classroom teachers.

The terms, conditions, procedures and implementation schedule for the new evaluation system for classroom teachers are set forth herein.

Since this new evaluation process is still evolving, the parties anticipate that changes may be needed during the term of this agreement. Any changes must be in accordance with state law and regulations. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

The existing evaluation terms and conditions (sections 12 to 19) will remain in place for non-classroom teachers. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

### **Classroom Teacher Evaluation System**

The terms, conditions, procedures and implementation schedule for the ‘Comprehensive/Focused’ evaluation system for classroom teachers are contained herein.

#### **Section 1 – Applicability & Philosophy**

This evaluation system only applies to classroom teachers. All other staff shall continue to be evaluated in accordance with the current provisions in the parties’ collective bargaining agreement. Classroom teachers are K – 12 continuing contracted certificated staff with an assigned group of students for 40% or more of their teaching assignment that provide (a) instruction and (b) grades for the students including but not limited to music, PE and self-contained special education teachers. By way of example, the following certificated staff is not considered a “classroom teacher” for purposes herein: technology, librarians, primary support teachers, Title 1 teachers, Deans, TOSAs, elementary resource teachers, elementary EL teachers, elementary LAP teachers and ESA staff.

The Association and the District have a shared philosophy for teacher evaluation. We believe that growth in teacher practice occurs through inquiry, reflection, support, and collaboration. We further assert that a positive relationship between the evaluator and classroom teacher is essential to this process, and mutually commit to our Teacher Evaluation Philosophy (see Memorandum of Understanding, page 190).

## Section 2 – State Evaluation Criteria

The following are the minimum evaluation criteria and accompanying descriptors for certificated classroom teachers:

- A. **Centering instruction on high expectations for student achievement.** The related descriptor is: **Expectations.** The teacher communicates high expectations for student learning.
- B. **Demonstrating effective teaching practices.** The related descriptor is: **Instruction.** The teacher uses research-based instructional practices to meet the needs of all students.
- C. **Recognizing individual student learning needs and developing strategies to address those needs.** The related descriptor is: **Differentiation.** The teacher acquires and uses specific knowledge about students' cultural, individual intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning.
- D. **Providing clear and intentional focus on subject matter content and curriculum.** The related descriptor is: **Content Knowledge.** The teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.
- E. **Fostering and managing a safe, positive learning environment.** The related descriptor is **Learning Environment.** The teacher fosters and manages a safe and inclusive learning environment that take into account: physical, emotional and intellectual well-being.
- F. **Using multiple student data elements to modify instruction and improve student learning.** The related descriptor is **Assessment.** The teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction and evaluate student learning.
- G. **Communicating and collaborating with parents and the school community.** The related descriptor is **Families and Community.** The teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.
- H. **Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.** The related descriptor is **Professional Practice.** The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.

In addition to the eight state evaluation criteria, student growth data will be utilized in the evaluation of each classroom teacher. Student growth data must be relevant to the teacher and subject matter and based on multiple measures. Student growth means the change in student achievement between two points in time. Student growth rubrics are identified in criterion 3, 6, and 8.

## Section 3 – Instructional Framework and Evaluation Rubric

The parties have adopted the evidence-based instructional framework: the 5 Dimensions of Teaching and Learning (5D+). This instructional framework was developed at the University of Washington's Center for Educational Leadership (CEL).

The 5D+ framework provides critical information for teachers and evaluators to consider in the teaching and learning process:

- A. Purpose: Setting a clear, meaningful course for student learning
- B. Student engagement: Encouraging substantive, intellectual thinking
- C. Curriculum and pedagogy: Ensuring that instruction challenges and supports all students.
- D. Assessment for student learning: Using ongoing assessment to shape and individualize instruction
- E. Classroom environment and culture: Creating classrooms that maximize opportunities for learning and engagement
- F. Professional collaboration and communication

The classroom teacher evaluation rubric and student growth rubric designed utilizing the 5D+ instructional framework, are included herein. (See Appendix Q)

#### Section 4 – Performance Ratings

A four-level rating system shall be used to evaluate the classroom teachers for each criterion referenced herein. The summative performance ratings shall be as follows:

- A. Distinguished: Level 4  
Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.
- B. Proficient: Level 3  
Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilize a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
- C. Basic: Level 2  
Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
- D. Unsatisfactory: Level 1

Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

#### Section 5 – Evaluator

The evaluator shall be the principal of a school to which the classroom teacher is assigned or an administrative designee holding an administrator's credential. The evaluator shall be designated prior to beginning the process. Subject to agreement between the Association and the District, an employee shall be granted an alternate evaluator upon request.

Special education teachers shall have one evaluator, who shall be the principal or assistant principal of the building to which the teacher is assigned. In the event the evaluator receives information from a special education administrator that may be considered in the teacher's evaluation, the evaluator shall share the information in a timely manner with the teacher either in writing or in a meeting, and provide the teacher with an opportunity to respond or provide relevant information. Such input, when substantiated by the evaluator, may be used in the teacher's final evaluation.

#### Section 6 – Comprehensive Evaluation

##### A. Applicability

1. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years. A comprehensive summative evaluation assesses all eight evaluation criteria. Student growth and all criteria contribute to the comprehensive summative evaluation performance rating.
2. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:
  - a. Classroom teachers who are provisional employees under RCW 28A.405.220. The Superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the District.
  - b. Classroom teachers who received a comprehensive summative evaluation performance rating of unsatisfactory or basic in the previous school year;
  - c. Classroom teachers who are on probation.

##### B. Fall Conference

The classroom teacher and evaluator shall meet in September or October, but no later than October 31, to begin building the professional relationship and to share teacher-selected student growth goals. The teacher may elect to use some or all parts of the Goal Setting Process Template Form (Appendix L) to develop student growth goals. For provisional employees, unless the evaluator first conducts an informal observation, the Fall Conference shall not occur before October 1.

##### C. Evidence/Sources of Information

1. Evidence includes but is not limited to observed practice, products, data, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties and/or other information that demonstrates knowledge and skills of the teacher. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher's assignment, and from the normal course of professional performance during the school year. A classroom teacher may submit evidence aligned to the 5D+ rubric using any format they have utilized in gathering evidence.

2. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact a classroom teacher's evaluation, the evaluator shall share the information with the teacher within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the classroom teacher.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

D. Provisions Applicable to All Observations and Observation Conferences

All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations shall be done in consultation with the teacher.

1. Pre-Observation Conferences:

Pre-observation conferences are optional and there are no required forms for these conferences.

2. Formal Observations:

- a. Definition: "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- b. A formal observation is a documented observation that has been pre-scheduled prior to the observation.
- c. Formal observations shall not take place until after the Fall Conference unless requested by the teacher.
- d. Number and Length of Formal Observations
  - i. Continuing Contract Classroom Teachers:
    - The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length.
    - At least one (1) formal observation must be conducted prior to January 20.
    - No formal observation shall be less than twenty (20) continuous minutes in length.
    - All required formal observations are to be completed no later than May 1.
    - As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.
    - The evaluator may conduct any number of additional formal observations.
    - There shall be no less than ten (10) working days between the time of a post-observation conference and the next formal observation, unless requested by the teacher.
  - ii. Additional Requirements for Provisional Classroom Teachers:
    - Within the first ninety (90) calendar days of employment and, if applicable, the second year of provisional status, the employee must be observed at least once for a minimum of thirty (30) minutes.
    - A classroom teacher in the third year of provisional status shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than 90 minutes.

- e. Documentation  
All formal observations shall be documented in writing using an observation report form (Appendix M or N). A copy of the scripted and coded observation notes and any electronic or written notes shall be provided to the employee within ten (10) working days of the observation. Additionally, working notes shall be provided at least one (1) working day prior to the post observation conference to allow the employee to review and prepare for this conference.
- f. Post Observation Conferences  
Post observation conferences shall be held within ten (10) working days of the formal observation. The purpose of the post observation conference is to discuss the observation. At the teacher's request, such conferences shall be held in the teacher's classroom. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If an evaluator determines that sufficient evidence exists for a proficient or higher rating for specified criterion no further evidence is necessary.

3. Mid-Year Evaluation Conference:

The purpose of a mid-year evaluation conference is to review teacher and evaluator evidence. The evaluator will share preliminary ratings based on the State 8 rubric in the CBA. A mid-year conference is required for provisional teachers by the end of January. A mid-year conference may occur for non-provisional teachers based on a request from the teacher or evaluator.

4. Informal Observations:

- a. Definition: "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- b. An informal observation is a documented observation that is not required to be pre-scheduled.
- c. Number: An evaluator may conduct any number of informal observations.
- d. Documentation: All informal observations shall be documented in writing using an observation report form (Appendix M or N). A copy of the form shall be provided to the employee within ten (10) working days of the observation.
- e. Post-observation conferences are not required, unless requested by the employee.

E. Evaluation Folder

The evaluator may keep an evaluation folder that will include evaluator working notes, records and materials relevant to the teacher's performance, and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided by or to the classroom teacher. Said folder will be kept in a secure place and be open for inspection only by the classroom teacher by appointment. At the employee's option, another person may be present during review of said folder.

A copy of a completed Teacher Comprehensive Summative Evaluation Form (Appendix O) shall be transferred to the classroom teacher's personnel file at the end of the school year. The evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as they continue as the evaluator for that classroom teacher. Once an evaluator is no longer the evaluator of a particular classroom teacher all copies of working notes and completed evaluation forms will be destroyed except, working notes of employees that have received a Summative score of Basic or Unsatisfactory in the past two years shall be transferred to Human Resources; and completed formative evaluation forms shall be transferred to Human Resources.

The use of eVAL may be used by the evaluator and/or classroom teacher to share and/or store evaluation related information. Any materials mutually accessible in eVAL may be used in the teacher evaluation process.

F. Comprehensive Evaluation Performance Scoring and Ratings

Criterion Scoring: A classroom teacher shall receive a performance rating for each of the eight (8) evaluative criteria. The summative performance evaluation assumes that the Proficient (3) performance evaluation rating is a professional standard of excellence. Classroom teachers are assumed to be Proficient (3) and evidence is collected in the normal course of professional practice to confirm or modify this performance evaluation rating.

1. Criterion-level ratings shall be based upon the preponderance of evidence. This evidence will consider the growth of the classroom teacher over time and the relevancy of the criterion to the classroom teacher's work assignment.
2. Overall Summative Rating: The overall summative performance rating is determined by totaling the eight (8) criterion-level ratings as follows:
  - a. 29-32 Distinguished
  - b. 22-28 Proficient
  - c. 15-21 Basic
  - d. 8-14 Unsatisfactory

Note: The overall summative performance rating of Distinguished will be altered if the evaluation contains a low student growth score.

3. Student Growth Rating:

- a. Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as 3.1, 3.2, 6.1, 6.2 and 8.1. Student growth will be taken from multiple sources and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- b. Upon completion of the overall summative scoring process, the evaluator will total the ratings for each of the five student growth components to determine a student growth rating as follows:
  - i. 18-20 high
  - ii. 13-17 average
  - iii. 5-12 low
- c. The student growth rating will be factored into the final summative performance rating as follows:
  - I. A student growth score of "1" in any of the rubrics will result in an overall low student growth rating.
  - II. A teacher who receives a 4-distinguished rating and a low growth rating will receive an overall evaluation rating of proficient.
- d. Low Student Growth Rating: Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and the evaluator shall engage in a student growth inquiry process and initiate one or more of the following:
  - I. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, school District and state-based tools and practices;
  - II. Examine extenuating circumstances which may include one or more of the following: Goal setting process, content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;



- III. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- IV. Create and implement a professional development plan to address student growth areas.

G. Remediation of Deficiencies

1. Specifying Deficiencies/Growth Plan

After at least two formal observations and prior to giving a final performance rating of unsatisfactory for any employee, or a final performance rating of basic for a second consecutive year or a second year within three consecutive years for a teacher with more than five years of experience, the following shall occur:

- a. The evaluator shall meet with the employee and communicate verbally and in writing a growth plan.
- b. The growth plan will identify:
  - I. specific areas of deficiency(ies) within identified criteria
  - II. actions to remediate such deficiency(ies), and
  - III. means by which the evaluator can provide assistance.

The employee shall have at least thirty (30) working days to remediate the area(s) of deficiency(ies). At the employee's request, the Association President shall accompany the employee at any conference.

2. When Remediation Program Required

No employee shall be placed on probation unless a growth plan has been given to the employee in the current school year or the prior school year and at least thirty (30) working days were provided after the employee's receipt of the growth plan to remediate the area(s) of deficiency(ies).

3. Collegial Assistance

An employee who has received a growth plan shall have the right to request an observation(s) or other appropriate help from one (1) or more fellow employees for the purpose of obtaining constructive suggestions to overcome the deficiency(ies). Release time for this purpose shall be granted by the District, upon the mutual agreement of the requesting employee and principal.

4. Recommendation for Probation

At the conclusion of the minimum required remediation period in the current school year or the prior school year, the evaluator has the option of recommending to the Superintendent that the employee be placed on probation. The evaluator shall also have the option of recommending to the Superintendent that the employee be placed on probation if the minimum required remediation period occurred in the prior school year. In that event, the evaluator shall complete a Final Evaluation together with any recommendations and submit these and all other evaluation documents to the Superintendent. Copies of all materials submitted to the Superintendent shall be provided to the employee at the same time. The employee shall have the right, upon request, to a confidential conference with the evaluator prior to any decision by the Superintendent to place the employee on probation.

H. Final Evaluation

- 1. After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a final evaluation. It will include a rating for each criterion, a student growth rating, and an overall summative performance rating.
- 2. No later than five (5) days prior to the last student day, the evaluator shall provide the teacher with a copy of the Teacher Comprehensive Summative Evaluation Form (Appendix O). The teacher and

evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven days of receipt, a teacher may attach written comments to the evaluation. There will be no final evaluation conference unless requested by the teacher.

3. The District will notify the Association President of all employees receiving an overall summative score of Basic or Unsatisfactory, or a low student growth rating.

## Section 7 – Focused Evaluation

### A. Applicability

1. A focused evaluation must be completed when a comprehensive summative evaluation is not required by the evaluator. Classroom teachers who receive a comprehensive overall summative evaluation performance rating of level 3-proficient or above in the previous school year shall be placed on a focused evaluation, unless otherwise requested by the teacher.
2. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing, with rationale, at any time on or before December 15. A copy of this decision shall also be provided to the Association President.

### B. Focused Evaluation Performance Scoring and Rating

1. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation.
2. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

### C. Evaluation Process

Fall Conference: The classroom teacher and evaluator shall meet in September or October but no later than October 31, to begin building the professional relationship, identify criterion selection, and review teacher selected student growth goals.

1. Criterion Selection: A classroom teacher and their evaluator shall select one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
2. Student Growth Criteria: The focused evaluation shall include the student growth rubric of the selected criterion. The teacher will share, identify or mutually create a student growth goal, and measures with their evaluator. The teacher may elect to use some or all parts of the Goal Setting Process Template (Appendix L). Teachers will submit the goals in writing to their evaluator.
  - a. If your focus area is Criterion 3, you must incorporate student growth criteria 3.1 and 3.2.
  - b. If your focus area is Criterion 6, you must incorporate student growth criteria 6.1 and 6.2.
  - c. If your focus area is Criterion 8, you must incorporate student growth criteria 8.1.
  - d. If your focus area is Criterion 1, 2, 4, 5, or 7, you must incorporate student growth criterion 3.1/3.2 or 6.1/6.2.

D. Evidence/Sources of Information

1. Evidence includes but is not limited to observed practice, products, data, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties and/or other information that demonstrates knowledge and skills of the teacher. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher's assignment, and from the normal course of professional performance during the school year. A classroom teacher may submit evidence aligned to the 5D+ rubric using any format they have utilized in gathering the evidence.
2. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact a classroom teacher's evaluation, the evaluator shall share the information with the teacher within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the classroom teacher.
3. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

E. Provisions Applicable to All Observations and Observation Conferences

All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations shall be done in consultation with the teacher.

1. Pre-Observation Conferences  
Pre-Observation conferences are optional and there are no required forms for these conferences.
2. Formal Observations
  - a. Definition: "Observe" or "observations" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
  - b. A formal observation is a documented observation that has been pre-scheduled prior to the observation. Scheduling of formal observations shall be done in consultation with the teacher.
  - c. Formal observations shall not take place until after the Fall Conference, unless requested by the teacher.
  - d. Number and Length of Formal Observations
    - i. The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length.
    - ii. At least one (1) formal observation must be conducted prior to January 20.
    - iii. No formal observation shall be less than twenty (20) continuous minutes in length.
    - iv. All required formal observations are to be completed no later than May 1st.
    - v. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.
    - vi. The evaluator may conduct any number of additional formal observations.

- vii. There shall be no less than ten (10) working days between the time of a post-observation conference and the next formal observation, unless requested by the teacher.
- e. Documentation
 

All formal observations shall be documented in writing using an observation report form (Appendix M or N). A copy of the scripted and coded observation notes and any electronic or written notes shall be provided to the employee within ten (10) working days of the observation. Additionally, working notes shall be provided at least one (1) working day prior to the post observation conference to allow the employee to review and prepare for this conference.
- f. Post Observation Conferences
 

Post observation conferences shall be held within ten (10) working days of the formal observation. The purpose of the post observation conference is to discuss the observation. At the teacher's request, such conferences shall be held in the teacher's classroom. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If an evaluator determines that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.
- 3. Informal Observations
  - a. Definition: "Observe" or "observation" means the gathering of evidence made through classroom or working visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
  - b. An informal observation is a documented observation that is not required to be prescheduled.
  - c. Number: An evaluator may conduct any number of informal observations.
  - d. Documentation: All informal observations shall be documented in writing using an observation report form (Appendix M or N). A copy of the form shall be provided to the employee within ten (10) working days of the observation.
  - e. Post-observation conferences are not required, unless requested by the employee.

F. Evaluation Folder

The evaluator may keep an evaluation folder that will include evaluator working notes, records and materials relevant to the teacher's performance, and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided by, or to, the classroom teacher. Said folder will be kept in a secure place and be open for inspection only by the classroom teacher by appointment. At the employee's option, another person may be present during review of said folder. A copy of completed evaluation forms shall be transferred to the classroom teacher's personnel file at the end of the school year. The evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as they continue as the evaluator for that classroom teacher.

Once an evaluator is no longer the evaluator of a particular classroom teacher, all copies of working notes and completed formative evaluation forms will be destroyed and completed summative evaluation forms will be transferred to the teacher's personnel file at the District Office.

The use of eVAL may be used by the evaluator and/or classroom teacher to share and/or store evaluation related information. Any materials mutually accessible in eVAL may be used in the teacher evaluation process.

G. Final Evaluation

1. After completion of the required observations, the evaluator shall complete a Teacher Focused Summative Evaluation Form (Appendix P). It will include the employee's student growth rating, and an overall summative performance rating.
2. No later than five (5) days prior to the last student day, the evaluator shall provide the teacher with a copy of the final evaluation. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven (7) days of receipt, a teacher may attach written comments to the evaluation. There will be no final evaluation conference unless requested by the teacher.

## Section 8 – Probation/Nonrenewal Process

### A. Probation

At any time after October 15, a classroom teacher whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean a classroom teacher's work is not judged satisfactory:

1. Unsatisfactory (Level 1); or
2. Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

A classroom teacher who has been transitioned to this evaluation system must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

### B. Probation-Program of Improvement

An employee to be placed on probation shall receive written notice after October 15, which notice shall:

1. Specify deficiency(ies) and set forth a list of specific recommendations for improvements.
2. State the period of probation shall be in accordance with law.
3. Clearly set forth specific measurable objectives and a reasonable program for improvement designed to assist the employee to overcome the specific deficiency(ies) and specifically set forth by name those persons who shall be involved in assisting the employee in overcoming the deficiency(ies); and
4. Set forth a direction that the evaluator involved shall provide in writing definite and constructive suggestions to the employee for the elimination of the probationary status.

### C. Length of Probation

1. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15 of the same school year.

2. The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15 of less than level 2.

D. Procedure During Probation Period

1. **Limit on Transfer or Reassignment During Probation Period**  
During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or District.
2. **Observations and Conferences**
  - a. **Number of observations**  
The probationary employee shall be formally observed a minimum of once a month by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.
  - b. **Pre-Observation Conference**  
A pre-observation conference shall be conducted between the probationary employee and the evaluator not more than three (3), but not less than one (1) day(s) prior to each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator, and establish the date and time for the observation.
  - c. **Informal Observation**  
The evaluator may conduct any number of informal observations under the same procedures as in the regular evaluation process (including documentation).
  - d. **Additional Observation Requirements**  
Each observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.
  - e. **Post-Observation Conference**  
Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within five (5) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.
3. **Collegial Assistance**  
A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.
4. **Association Representation**  
A probationary employee shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the evaluatee so desires.
5. **Final Evaluation**

Within fifteen (15) calendar days after completion of the probation period, a Final Evaluation shall be completed by the evaluator and discussed with the probationary employee. The employee must be removed from probation if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their initial notice of deficiency and subsequently detailed in their program for improvement which ultimately results in a new comprehensive summative performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

6. **Alternative Assignment**

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

7. **Report to the Superintendent**

Within fifteen (15) calendar days after completion of the probation period, the evaluator shall submit a written report to the Superintendent, on each probationary employee, which report shall:

- a. Specify the number of observations;
- b. Include all evaluation forms utilized in the evaluation process;
- c. Include a recommendation as to the employee's future employment status; and
- d. Be duplicated and copies given to the evaluator, the employee, and the Association if involved.

8. **Action by the Superintendent**

The Superintendent shall review the evaluation report and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected employee as required by law. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school District shall, within ten days of completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

E. **Appeal Rights**

Each classroom teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

F. **Non-Renewal of Provisional Employees**

1. The District's decision to non-renew a provisional employee shall be in accordance with RCW 28A.405.220.
2. In addition to the statutory requirements, before the Superintendent issues a non-renewal notice to a provisional employee, the District will:

- a. no later than March 1, provide notice, in writing to the Association President and in person to the provisional employee, that the District may exercise its statutory right to non-renew a provisional employee's contract and,
- b. confirm, no later than May 1, to the Association President and provisional employee the District's intent to non-renew a provisional employee's contract.

#### Section 9 - Forms

- A. The structure and format of the forms required by this Article are not to be substantively altered without the written approval of the District and Association.
- B. Forms for this process are:
  - Appendix L - Goal Setting Process Template (optional resource)
  - Appendix M - Teacher Observation Report Form (version 1)
  - Appendix N - Teacher Observation Report Form (version 2)
  - Appendix O - Teacher Comprehensive Summative Evaluation Form
  - Appendix P - Teacher Focused Summative Evaluation Form

#### Section 10- Evaluation Re-Opener

Since this is an evolving evaluation process, the parties anticipate that changes may be needed over the duration of this contract, and therefore, either party may request to re-negotiate the language. Any changes must be in accordance with state law and regulations. Any changes must be in writing and agreed to by the parties unless otherwise required to comply with state law.

#### Section 11 - Grievances

The parties agree that because evaluation processes are continuing processes during the course of the year, the regular timeline for initial filing of a grievance is inapplicable. Instead, a grievance concerning any of the provisions in this Article may be filed at any time during the year, but no later than forty-five (45) calendar days from the employee's receipt of a Final Evaluation.

### ESA and Non-Classroom Teacher Evaluation System

#### Section 12 - Purpose

This Article applies to Educational Staff Associates and non-classroom certificated staff. The evaluation processes outlined herein have one (1) of two (2) purposes:

- A. **Summative Evaluation**  
A summative evaluation is one intended to determine whether the employee is meeting minimum performance standards, to promote professional growth, and to identify improvements, if needed, and assist the employee in making those improvements.
- B. **Formative Evaluation**  
A formative evaluation is intended to promote individual professional growth and development.

The four (4) processes described in the Article and their intended purpose is listed below:



1. Regular Process (Summative)
2. Probation Process (Summative)
3. Short Form Process (Summative)
4. Short Form Process - Professional Growth Option (Formative)

### Section 13 - Provisions Applicable to Current Process

#### A. Forms

The structure and format of the forms required by this Article are not to be substantively altered, provided the spaces allowed may be enlarged by utilizing computer-driven versions of said forms or by attaching additional pages.

Forms required by this Article are:

- Appendix M – Teacher Observation Form (version 1)
- Appendix R – Form C: Final Evaluation Form (Teachers)
- Appendix S – Form D: Final Evaluation Form (Specialists)
- Appendix T – Form E: Short Form Observation Report
- Appendix U – Form F: Interest to Participate in PGO
- Appendix V – Form G: Participant's PGP Form
- Appendix W – Form H: PGO Reflection Form

Any form providing for an employee signature is intended only to indicate employee receipt of the completed form and not to indicate agreement with its completed content.

Within seven (7) calendar days of receipt, an employee may add written comments to the form where space is provided and/or attach written comments.

#### B. Grievances

The parties agree that because evaluation processes are continuing processes during the course of the year, the regular timeline for initial filing of a grievance is inapplicable. Instead, a grievance concerning any of the provisions in this Article may be filed at any time during the year, but no later than forty-five (45) calendar days from the employee's receipt of a Final Evaluation (Forms C, D, or H).

- C. On an annual basis, the Association and the District shall confer and determine the need for joint evaluation training.

### Section 14 - Provisions Applicable to all Summative Processes

#### A. Evaluation Criteria

Summative evaluations are to be based on the evaluative criteria contained in Section 19.

#### B. Evaluator

The evaluator shall be the principal of the school to which the employee is assigned or an administrative designee holding a provisional or standard administrator's credential. The evaluator for each employee shall be designated prior to beginning the process. With the exception of OTs, PTs, SLPs, psychologists, and CBTC employees, all special education employees shall be evaluated by a building principal.

Elementary Resource Teachers: In the event the evaluator receives information from a special education administrator that may be considered in the teacher's evaluation, the evaluator shall share the information in a timely manner with the teacher either in writing or in a meeting, and provide the teacher with an opportunity to respond or provide relevant information. Such input, when substantiated by the evaluator, may be used in the teacher's final evaluation.

Subject to agreement between the Association and the District, an employee shall be granted an alternate evaluator upon request.

C. Sources of Information for Evaluation

Sources of information for evaluative comments are:

1. Evidence includes but is not limited to observed practice, products, data and/or other information that demonstrates knowledge and skills of the teacher with respect to the evaluative criteria. Both the employee and the evaluator shall contribute evidence to the overall assessment of professional performance based upon the classroom teacher's assignment, and from the normal course of professional performance during the school year.
2. Formal surveys of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
3. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.
4. When an evaluator obtains evidence of factual information not based upon the opinion of others that could negatively impact an employee's evaluation, the evaluator shall share the information with the employee within a reasonable period of time and copies of such facts, including any supporting documentation, to be retained by the evaluator shall be provided to the employee.

D. Evaluation Rating Definitions

When used to describe job performance the terms below shall have the following meanings:

Satisfactory: In the judgment of the evaluator, the employee's job performance either meets or exceeds minimum performance standards.

Unsatisfactory: In the judgment of the evaluator, the employee's performance is below minimum performance standards.

E. Evaluation Folder

The evaluator may keep an evaluation folder that will include working notes and evaluation forms only. "Working notes" are those notes created by an evaluator. No materials of any kind shall be maintained in said folder unless a copy has been provided to the employee. Said folder will be kept in a secure place and be open for inspection only by the employee at any time during the workday. At the employee's option, another person may be present during review of said folder. A copy of completed evaluation forms shall be transferred to the employee's personnel file before the end of each school year, provided the evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to year so long as they continue as the evaluator for that employee.

Once an evaluator is no longer the evaluator of a particular ESA/classroom teacher, all copies of working notes and completed formative evaluation forms will be destroyed except, working notes of employees that

have received an overall Unsatisfactory in the past two years shall be transferred to Human Resources; and completed summative evaluation forms shall be transferred to Human Resources.

F. Appeal Rights

Each employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

Section 15 - Regular Process (Summative)

A. Applicability

All employees are to be annually evaluated under the regular process unless eligible for either of the short form processes described herein.

B. Observations

All observations are to be conducted so as not to interfere unreasonably with the normal teaching-learning process.

C. Observation Conferences

Pre-observation conferences are optional. The evaluator and employee may mutually waive the pre-observation conference. At this conference the evaluator and employee may:

1. Discuss the evaluation process for mutual understanding, and
2. Discuss the first formal observation, including the criteria that will be observed by the evaluator, and establish the date for the observation.

D. Formal Observations

1. Definition: A formal observation is a documented observation that has been pre-scheduled prior to the observation. The requirement to preschedule one or both formal observations may be waived by mutual agreement of the employee and their evaluator.
2. Number and Length:
  - a. New and/or Provisional Employees: The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length. Within the first ninety (90) calendar days of employment and, if applicable, the second year of provisional status, the employee must be observed at least once for a minimum of thirty (30) minutes. An employee in the third year of provisional status shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall not be less than ninety (90) minutes. All required formal observations are to be completed no later than May 1, unless otherwise conducted pursuant to a growth plan. No formal observation shall be less than twenty (20) continuous minutes in length.
  - b. Continuing Contract Employees: The evaluator shall conduct a minimum of two (2) formal observations of not less than a total of sixty (60) minutes in length. At least one (1) formal observation must be conducted prior to January 20. No formal observation shall be less than twenty (20) continuous minutes in length.

The evaluator may conduct any number of additional formal observations.

3. Documentation: All formal observations shall be documented in writing using an observation report form. A copy of the observation report form and working notes shall be provided to the employee

within ten (10) working days of the observation.

E. Informal Observations

1. Definition: An informal observation is a documented observation that is not required to be pre-scheduled.
2. Number: An evaluator may conduct any number of informal observations.
3. Documentation: All informal observations shall be documented in writing using an observation report form. A copy of the form and working notes, if any, shall be provided to the employee within ten (10) working days of the observation.

F. Post Observation Conferences

Post observation conferences shall be held within ten (10) working days of the observation. The purpose of the post observation conference is to discuss the observation. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom.

G. Remediation of Deficiencies

1. Specifying Deficiencies and Program for Improvement  
After at least two formal observations and prior to giving a final performance rating of unsatisfactory, the following shall occur:
  - a. The evaluator shall meet with the employee and communicate a growth plan verbally and in writing.
  - b. The growth plan will identify:
    - I. specific areas of deficiency(ies) within identified criteria
    - II. actions to remediate such deficiency(ies), and
    - III. means by which the evaluator can provide assistance.

The employee shall have at least thirty (30) working days to remediate the area(s) of deficiency(ies). At the employee's request, the Association President shall accompany the employee at any conference.

2. When Remediation Program Required  
No employee shall be placed on probation unless a completed growth plan has been given to the employee in the current school year or the prior school year and at least thirty (30) working days were provided after the employee's receipt of the growth plan to remediate the area(s) of deficiency(ies).
3. Collegial Assistance  
An employee who has received a growth plan shall have the right to request an observation(s) or other appropriate help from one (1) or more fellow employees for the purpose of obtaining constructive suggestions to overcome the deficiency(ies). Release time for this purpose shall be granted by the District, upon the mutual agreement of the requesting employee and principal.
4. Recommendation for Probation  
At the conclusion of the minimum required remediation period in the current school year or the prior school year, the evaluator has the option of recommending to the Superintendent that the employee be placed on probation. The evaluator shall also have the option of recommending to the Superintendent that the employee be placed on probation if the minimum required remediation period occurred in the prior school year. In that event, the evaluator shall complete a Final Evaluation together with any recommendations and submit these and all other evaluation documents to the Superintendent. Copies

of all materials submitted to the Superintendent shall be provided to the employee at the same time. The employee shall have the right, upon request, to a confidential conference with the evaluator prior to any decision by the Superintendent to place the employee on probation.

H. Final Annual Evaluation

1. Requirement

After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a Final Evaluation.

2. Post Evaluation Conference

No later than the last student day, the evaluator shall provide the teacher with a copy of the final evaluation. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. Within seven days of receipt, a teacher may attach written comments to the evaluation. Either the teacher or evaluator may request a conference to discuss the contents of the evaluation.

Section 16 - Probation Process (Summative)

A. Applicability

The process shall apply to any employee the Superintendent has placed on probation. A probation period shall not overlap school years.

Provisional employees as defined by State law are excluded from the probationary procedures contained herein. See paragraph D herein for non-renewal provisions applicable to provisional employees.

B. Notice of Probation

An employee to be placed on probation shall receive written notice after October 15, which notice shall:

1. Specify deficiency(ies) and set forth a list of specific recommendations for improvements.
2. State the period of probation shall be in accordance with law.
3. Clearly set forth specific measurable objectives and a reasonable program for improvement designed to assist the particular certificated employee to overcome the specific deficiency(ies) and specifically set forth by name those persons who shall be involved in assisting the certificated employee in overcoming the deficiency(ies); and
4. Set forth a direction that the evaluator involved shall provide in writing definite and constructive suggestions to the employee for the elimination of the probationary status.

C. Procedure during Probation Period

1. Limit on Transfer or Reassignment During Probation Period

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school District.

2. Observations and Conferences

a. Number of Observations

The probationary employee shall be formally observed a minimum of once a month by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary

- period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.
- b. Pre-observation Conferences  
A pre-observation conference shall be conducted between the probationary employee and the evaluator not more than three (3), but not less than one (1) day(s) prior to each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator, and establish the date and time for the observation.
  - c. Informal Observations  
The evaluator may conduct any number of informal observations under the same procedures as in the regular evaluation process (including documentation).
  - d. Additional Observation Requirements  
Each observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.
  - e. Post-observation Conferences  
Following each formal observation, a post-observation conference between the evaluator and the probationary employee shall be held within five (5) working days at which time a copy of the observation report form and working notes shall be provided to the probationary employee. At this time the parties shall discuss the observation report form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.
3. Collegial Assistance  
A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the principal.
  4. Association Representation  
A probationary employee shall have the right to have present a representative of the Association at all pre-observation and post observation conferences if the evaluatee so desires.
  5. Final Evaluation  
Within fifteen (15) calendar days after completion of the probation period, a Final Evaluation shall be completed by the evaluator and discussed with the probationary employee.
  6. Alternative Assignment  
Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.
  7. Report to Superintendent  
Within fifteen (15) calendar days after completion of the probation period, the evaluator shall submit a written report to the Superintendent, on each probationary employee, which report shall:
    - a. Specify the number of observations;
    - b. Include all evaluation forms utilized in the evaluation process;

- c. Include a recommendation as to the employee's future employment status; and
- d. Be duplicated and copies given to the evaluator, the employee, and the Association if involved.

8. Action by Superintendent

The Superintendent shall review the evaluation report and in the event a recommendation for non-renewal is made, shall deliver such notice to the affected employee as required by law.

D. Non-renewal of Provisional Employees

1. The District's decision to non-renew a provisional employee shall be in accordance with RCW 28A.405.220.
2. In addition to the statutory requirements, before the Superintendent issues a nonrenewal notice to a provisional employee, the District will: (i) provide notice no later than March 1, to the Association President and provisional employee that the District may exercise its statutory right to non-renew a provisional employee's contract and (ii) confirm, no later than May 1, to the Association President and provisional employee the District's intent to non-renew a provisional employee's contract.

Section 17 - Short Form Process (Summative)

A. Applicability

After an employee has four (4) years of satisfactory evaluations in the District, an evaluator may use a short form of evaluation as described herein. The employee may request use of the short form, but the decision rests with the evaluator. A satisfactory evaluation shall be deemed to be one in which the employee's Final Evaluation is rated satisfactory.

The regular evaluation process shall be followed at least once every three (3) years and an employee or evaluator may request that the regular evaluation process be conducted in any given school year.

B. Short Form Procedure

1. Notice  
An employee may request the short form process be used. Regardless if requested, if an evaluator intends to use the short form process, the employee shall be notified in writing prior to the beginning of the process. The employee may request the regular process at that time.
2. Observation  
The evaluator shall conduct one (1) thirty (30) minute formal observation during the school year utilizing Form E. The observation shall be arranged a minimum of two (2) and a maximum of ten (10) working days prior to the observation. The completed Form E and any working notes shall be provided to the employee within ten (10) working days of the observation.

C. Limitation

The short form summative evaluation process shall not be used as a basis for placing an employee on probation or for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract.

Section 18 - Professional Growth Option (Formative)

A. Purpose

The Professional Growth Option ("PGO") is part of an overall District commitment to the professional growth and development of each staff member. Employees interested in the PGO should review the Professional Growth Option Handbook (See Appendix X).

- B. Participation Criteria  
The PGO shall be available and voluntary to employees who have successfully completed four (4) years of satisfactory summative evaluations (including the year prior to entering the PGO) with at least two (2) years in the District. Participation in and renewal of PGO plans are contingent on mutual agreement between the evaluator and the employee. If no agreement can be reached, the employee will be evaluated using the Summative Evaluation system. See Handbook for additional criteria.
- C. PGO Process  
There are specific timelines and procedures that govern the employee's participation in the PGO. See the Handbook for details.
- D. Development of PGO Plan  
The PGO participant shall develop a PGO Plan ("Plan") in accordance with the Handbook. A Plan may be developed for multiple years. All PGO participants shall complete Form G and Form H of the Handbook annually (also Appendices W and X herein).
- E. Continuation of PGO  
During the PGO period, the participant must continue to demonstrate satisfactory performance in the evaluative criteria required by state statute and identified in Section 19 of this Article. If the evaluator cannot verify that these criteria are being met, the employee will be removed from the PGO Plan and be placed on the Summative Evaluation System.
- F. Records and Data  
All records, documents, forms and data generated during the PGO year are the property of the participant, provided that a copy of Form H shall be maintained in the employee's personnel file.
- During the year, the administrator may maintain a working file for each PGO participant that may include a copy of Form F, Form G, any working notes taken by the administrator, and any other materials requested by the participant to be included in said file. At the conclusion of the PGO, the contents of said file shall be given to the participant and no copies of the materials therein shall be maintained by the District.
- G. Limitation of PGO  
The PGO shall not be used by the District as a basis for placing an employee on probation or for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract.

#### Section 19 - Evaluative Criteria

The evaluator shall exclusively utilize the eight (8) evaluative criteria set forth herein in performing the annual evaluation of each employee. The indicators listed below each WAC criterion are not a checklist. The indicators are guidelines and are being provided to offer clarity, give examples, and provide a common language for teacher and administrator alike. Not all indicators will be demonstrated in any one lesson or even a series of lessons. The evaluator may reference 5D instructional framework criteria as indicators to acknowledge strengths that are evident in an employee's performance, however, cannot penalize an employee for lack of evidence connected to any 5D criteria.

##### A. Certificated Classroom Employees

1. **Instructional Skill:** The certificated classroom employee demonstrates, in their performance, a competent level of knowledge and skill in designing and conducting an instructional experience.



**Indicators:**

- a. Organizes and sequences objectives appropriately to build upon previous learning and foundational concepts. 5D indicator: P2.
- b. Provides practice of key lesson objectives. 5D indicator: P4.
- c. Plans and teaches to long term, short term and daily instructional objectives which are clear, specific and measurable; Provides students opportunities for thinking, problem solving and applications of key learnings. 5D indicator: P5.
- d. Uses a variety of instructional strategies—e.g. direct instruction, cooperative learning, project-based learning, discovery learning. 5D indicator: CP3.
- e. Connects objective to student interest and background in meaningful context for learning; Uses appropriate materials and technology as vehicles for student learning; Differentiates instruction and assessment for differences in student ability, interest, experience, cultural values and recommendations of IEPs, 504 plans and other legal or building requirements. 5D indicator: CP4.
- f. Plans for and uses individual, small group and large group instructional experiences as appropriate to the instructional objective(s). 5D indicator: CP5.
- g. Provides for specific feedback to students about their progress and engages them in self-evaluation. 5D indicator: A2.
- h. Uses assessments during the lesson to make necessary modifications in lesson content, delivery and/or level of difficulty. Analyzes lesson outcomes and makes appropriate revisions in future lessons in light of this analysis and understanding of best practice. 5D indicator: A4.

2. **Classroom Management:** The certificated classroom employee demonstrates, in their performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

**Indicators:**

- a. Engages students in high interest, relevant, meaningful activities which are at the correct levels of difficulty and complexity and which lead students to the attainment of the instructional objective. 5D indicator: SE4.
- b. Provides plans for substitute teachers; Prepares materials and resources needed for instruction prior to the class session. 5D indicator: CP1.
- c. Monitors student learning and behavior throughout the lesson; Maintains grades and attendance records as required by law and District policy. 5D indicator: CEC2.
- d. Makes appropriate use of time, including: beginning and ending the class on time and using appropriate pacing; Attends to and proactively plans for conditions that contribute to the health and safety of students; Makes smooth transitions cognitively and behaviorally, from one activity or objective to another. 5D indicator: CEC3.
- e. Communicates clear expectations for student behaviors that have been defined, taught, reinforced and enforced. 5D indicator: CEC5.

3. **Professional Preparation and Scholarship:** The certificated classroom employee exhibits, in their performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

**Indicators:**

- a. Demonstrates knowledge of current theory and methods of teaching their subject area, including: an understanding of the essential learnings, benchmarks and assessment options; Uses effective principles and methods of learning theory and best practice in the design and delivery of student learning experiences. 5D indicator: CP2.

- b. Collaborates with colleagues in curriculum planning, instruction, assessment, and classroom management. 5D indicator: PCC1.
- c. Communicates both agreement and disagreement in a professional manner with staff, students, administrators and parents. 5D indicator: PCC2.

4. **Effort Toward Improvement:** The certificated classroom employee demonstrates an awareness of their limitations and strengths and demonstrates continued professional growth.

**Indicators:**

- a. Seeks feedback from students that remains the property of the teacher. 5D indicator: SE5.
- b. Uses results of self-assessment, feedback, and student performance to continue, modify or revise instruction and assessment practice; Incorporates suggestions for improvement presented by evaluator into future lessons. 5D indicator: A5.
- c. Participates in professional development activities and incorporates ideas and suggestions gained from them into own lessons.

5. **The Handling of Student Discipline and Attendant Problems:** The certificated classroom employee demonstrates the ability to manage the non-instructional, human dynamics in the education setting.

**Indicators:**

- a. Creates a positive, safe, caring, learning-focused classroom environment; Uses a variety of prevention/intervention strategies to encourage appropriate behavior and facilitate habits of self-discipline; Anticipates, recognizes and corrects conditions which, if left unchecked, could lead to discipline problems. 5D indicator: CEC1.
- b. Develops positive relationships with students, other staff, administrators and parents; Clearly defines and communicates to students, parents and/or guardians classroom behavioral expectations that are consistent with school and District discipline policies and procedures; Consults and cooperates with parents, colleagues, support staff and/or administrators when necessary, to develop and implement student behavior plans; Maintains appropriate confidentiality; Works toward resolution of discipline problems in accordance with law and District policy. 5D indicator: PCC5.

6. **Interest in Teaching Pupils:** The certificated classroom employee demonstrates an understanding of a commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom employee demonstrates enthusiasm for and enjoyment in working with pupils.

**Indicators:**

- a. Helps students to develop efficient work habits. 5D indicator: P3.
- b. Challenges student thinking at appropriate levels of difficulty and complexity. 5D indicator: SE1.
- c. Involves students when appropriate in the planning of learning experiences, selection of activities, and options for assessment. 5D indicator: SE2.
- d. Interacts with students in a respectful manner. 5D indicator: CEC4.
- e. Understands and provides for individual differences in rate and degree of learning, learning style, ability level and cultural background. 5D indicator: A3.

7. **Knowledge of Subject Matter:** The certificated classroom employee demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s), appropriate to the elementary and/or secondary level(s).

**Indicators:**

- a. Teaches to District curriculum and the state essential learnings; Keeps current with knowledge of subject matter, essential learnings, instructional skills, assessment strategies and researched best practice. 5D indicator: P1.
- b. Relates subject matter to student ability, student experiences, real world connections and other subject areas. 5D indicator: SE3.
- c. Provides appropriate examples, explanations, modeling, demonstrations and illustrations to assist student understanding of the content area. 5D indicator: A1.

**8. Professional Responsibilities:** The certificated classroom teacher demonstrates a commitment to and follows through on the non-instructional elements of the role.

**Indicators:**

- a. Communicates with parents and/or District staff to report child's level of academic success in class; Collaborates with and responds professionally to colleagues, parents and administrators; Seeks assistance, as appropriate, from support staff, administrators and parents; Communicates student failure to parents and/or relevant District staff; Trains and supervises classified staff and volunteers as appropriate. 5D indicator: PCC3.
- b. Participates in and follows through on building plans, including emergency preparations, supervision requirements, instructional delivery plans and collaboration with colleagues. 5D indicator: PCC4.

**B. Certificated Support and Special Service Employees**

**1. Knowledge of Subject Matter in a Specialist Field:** The support services professional demonstrates the knowledge and use of specialized skills.

**Indicators:** The certificated support employee:

- a. Provides assessments and evaluates students' needs;
- b. Identifies appropriate goals and objectives based on student data;
- c. Plans and implements appropriate interventions/ programs to meet individual student needs;
- d. Utilizes a repertoire of strategies/ techniques to meet a variety of student needs;
- e. Delivers services in a variety of groupings, i.e. individual, small group or large group;
- f. Utilizes equipment, materials, personnel, and other available resources to effectively meet student needs;
- g. Delivers clear instructions, explanations, and expectations;
- h. Assesses achievement of goals and objectives established for students and modifies interventions/ programs as appropriate;
- i. Assists and guides other professionals in developing appropriate programs/ accommodations for individual students;
- j. Assists parents in developing appropriate expectations/ accommodations for their children;
- k. Advocates for appropriate accommodations for students as needed;
- l. Assists in proper referrals of students to specialists and agencies as appropriate;
- m. Plans for and supervises classified personnel, volunteers and/or student assistants assigned to the program.

**2. Support Services Skills:** The support services professional demonstrates specific skills in assisting pupils, parents and educational personnel.

**Indicators:** The certificated support employee:

- a. Has a variety of strategies for developing rapport with appropriate student populations;
- b. Respects the unique characteristics of each student;

- c. Interprets student information and needs for students, parents, and other professionals as needed;
- d. Participates in parent, student and teacher conferences and initiates such conferences as needed;
- e. Consults with students, school personnel, and parents as needed;
- f. Provides assistance to students in dealing with educational, personal, and social problems that may be inhibiting their ability to learn;
- g. Assists with the identification and referral of students in need of specialized service.

**3. Student Discipline and Attendant Problems:** The support services professional handles student discipline and attendant problems.

**Indicators:** The certificated support employee:

- a. Defines and communicates to students and parents behavior expectations that are consistent with school and District discipline policies and procedures;
- b. Deals with students fairly and consistently;
- c. Utilizes a variety of progressive interventions to encourage appropriate behavior;
- d. Consults and cooperates with parents, staff, and administrators to develop and implement remediation plans for behavior problems;
- e. Organizes the physical setting to facilitate safe and private interactions with students, staff, and parents;
- f. Makes current referral and self-help information readily available;
- g. Organizes and maintains records for the specialized field;
- h. Maintains the confidentiality of communications and records;
- i. Exercises care for physical safety and develops plans for emergencies and unusual situations.

**4. Professional Preparation and Scholarship:** The support services professional demonstrates professional preparation and scholarship and a commitment to education as a profession.

**Indicators:** The certificated support employee:

- a. Maintains knowledge, techniques, and methods appropriate to the specialized human services field;
- b. Seeks professional growth opportunities that increase operational skills, i.e., workshops, professional reading, conferences, and memberships in appropriate professional organizations;
- c. Attends appropriate staff meetings;
- d. Maintains the dignity of the profession by respecting and adhering to school law, state regulations, board policy, and administrative procedures;
- e. Adjusts to changing conditions and unexpected situations;
- f. Prepares and disseminates information for the school;
- g. Recognizes when collaboration is appropriate and consults with other professionals;
- h. Formulates and implements philosophies, policies, and objectives specific to the program.

**5. Involvement in Assisting Pupils and Parent:** The support services employee demonstrates communication skills.

**Indicators:** The certificated support employee:

- a. Presents information clearly and professionally in both oral and written form;
- b. Utilizes effective listening techniques;
- c. Confers with colleagues, administrators, and/or parents;
- d. Maintains confidentiality concerning information about students and their families;
- e. Participates in and supports team decisions;

- f. Deals with differences in constructive ways.

**6. Effort Toward Improvement:** The support services employee demonstrates an awareness of their limitations and strengths and demonstrates continued professional growth.

**Indicators:** The certificated support employee:

- a. Uses results of self-assessment, feedback, and student performance to continue, modify or revise instruction, assessment and other work-related practices;
- b. Incorporates suggestions for improvement presented by evaluator into future lessons;
- c. Participates in professional development activities and incorporates ideas and suggestions gained from them into own lessons or practices;
- d. Seeks feedback from students that remains the property of the teacher.

## **ARTICLE XI - GRIEVANCE**

### **Section 1 - Grievance Procedure**

**A. Definitions:**

A grievant shall mean an employee, group of employees or the Association making an allegation of a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

A grievance shall mean an allegation by the grievant that a specific provision of this Agreement has been violated, misinterpreted and misapplied.

"Days" shall mean employee employment days, except as otherwise indicated. If the stipulated time limits are not met at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure.

An employee's evaluation is subject to grievance only to the extent of an alleged violation, misinterpretation, or misapplication of evaluation procedures. The substance of evaluations shall be subject to the appeal procedure defined in Article X -- "Evaluation," and shall be separate from the provisions of this Article.

**B. Limitation:**

All formal grievances shall be initiated by the grievant within forty-five (45) calendar days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied. Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. This grievance procedure shall be the exclusive method of resolving grievances covered hereby, unless otherwise expressly provided in this Agreement.

**C. Procedures:**

**1. Step One, Informal**

A unit member grievant shall attempt to resolve the situation giving rise to the grievance by notifying the building principal, or other administrator as appropriate, of the grievance on an informal grievance form provided by the Association (Appendix Y). Upon receipt of the form, the administrator shall schedule an informal conference with the grievant. The Association when acting as grievant shall on its own behalf initiate a grievance by attempting to resolve the situation giving rise to the grievance through a conference with the appropriate administrator having lowest level of authority over the situation.

Three (3) days shall be allowed for this informal process to resolve the grievance, provided that, this timeframe may be extended to up to ten (10) total days if the grievant is unable to meet earlier. If the informal process fails to resolve the grievance, the grievant may initiate the formal grievance process in accordance with the following:

- a. A grievance involving only one employee or group of employees at the same school shall be initiated at Step One Formal as defined below.
- b. A grievance involving more than one employee at more than one school may be initiated at Step Two as defined below.
- c. A grievance involving an Association right may be initiated at Step Two as defined below.

2. Step One, Formal

Within the time period provided herein, the grievant(s) shall present to the building principal, or other administrator as appropriate, the formal grievance on a grievance form provided by the Association (Form A, Appendix Z). The principal/administrator shall arrange a meeting with the grievant(s) and an Association representative, if requested by the grievant, within seven (7) days thereafter. The grievant shall have the option of having the grievance presented by an Association representative. Within three (3) days after such meeting the principal/administrator, as applicable, shall provide the grievant with a written decision (Form B, Appendix AA).

3. Step Two

If the decision rendered under Step One does not resolve the grievance within five (5) days, or if the principal/administrator has failed to meet said time limit, the grievant(s) may, within three (3) days thereafter, appeal the grievance in writing (Form C, Appendix BB) to the Superintendent, or their designee, which designee may not be the principal/administrator involved.

The Superintendent or their designee shall arrange for a hearing by the grievant(s) to take place within seven (7) days of receipt of the appeal. The grievant(s) and the District shall have the right to include at the hearing such witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days to provide a written decision to the grievant(s) (Form D, Appendix CC).

Grievances by the Association shall be initiated at Step Two.

4. Step Three

- a. If the grievant(s) is not satisfied with disposition of the grievance at Step 2, or if no decision has been rendered within the time specified therein, the grievant(s) may within five (5) days after notification thereof request, in writing, with copies to the District and the Association, that the Association submit the grievance to Arbitration. The Association, by written notice to the Superintendent, within ten (10) days after receipt of the request from the aggrieved person, may request arbitration (Form E, Appendix DD).
- b. The arbitrator shall be selected by the American Arbitration Association in accord with its Voluntary Labor Arbitration Rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration any ground or to rely on any evidence not previously disclosed to the other party.
- c. The arbitrator, who shall function in a judicious and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted by this Agreement. The arbitrator shall have no power to change, add to, subtract from, or delete from any of the specific terms of this Agreement. The arbitrator shall have no power to rule on the non-renewal of provisional

employee contracts. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or by this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases regarding arbitrability and the merits before resolving or deciding upon either issue. Both parties agree to be bound by the award of the arbitrator, and that judgment may be entered in any court of competent jurisdiction. The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties. Provided, however, the arbitrator may not award any relief which imposes any obligation upon the District or Association with respect to any period of time either before the effective date of this Agreement or after the expiration date of this Agreement.

- d. The cost for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association; all other costs including attorney fees will be borne by the party incurring them.
- e. By mutual agreement, the Association and the District may agree to utilize the rules for expedited arbitration of the American Arbitration Association. The arbitrator, in such an event, shall have the same authority as provided by paragraph c. above.

D. Representation:

At least one (1) Association representative may, at the option of the Association, be present for any meeting, hearing, appeals, or other proceeding related to a grievance.

E. Time Limit Exception:

When a grievance is submitted or the time limits occur on or after June 1, time limits shall consist of weekdays, exclusive of Saturdays and Sundays so that the matter may be resolved as soon as possible thereafter.

Any deviation from the time limits on or after June 1 must be by mutual consent of the grievant and the District.

F. Reprisals:

No reprisals of any kind will be taken by the Board or the School Administration against any employee as a result of participation in any grievance. In the event of any alleged reprisals under this paragraph F, the Association shall have the right to initiate a grievance related to said reprisal at Step Two.

G. Cooperation of Board, Administration and Association:

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such information as is pertinent to the processing of a grievance. The Association will likewise cooperate with the Board and the administration in its investigation of any grievance, and further will furnish the District such information as is pertinent to the processing of a grievance.

H. Grievance Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Grievance Forms:

Forms for filing and processing grievances shall be provided by the District and available through the Association.

J. Continuity of Grievance:

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

## ARTICLE XII - COLLABORATIVE DECISION MAKING

Both the Association and the District value and support the practice of collaborative decision making. Collaborative decision making is defined as a process by which constituent groups are appropriately involved in decisions that may affect them. Board Policy 4240, Collaborative Decision making and its procedures (Appendix FF), sets forth District requirements, parameters and expectations regarding collaborative decision making including collaborative decision topics. Involvement in the process promotes ownership, responsibility, understanding, and commitment to decisions. Such involvement is important in establishing and maintaining a supportive climate that promotes improved student learning and positive relationships between staff and administration. In promoting collaborative decision making, neither the District nor the Association intend to waive any rights or responsibilities provided under this Agreement or by law.

### Section 1 – Professional Involvement

Within areas of professional expertise where decisions are made which significantly alter the instructional environment, employees may desire to contribute to the educational program of the District by participating actively and constructively in various District level and building level committees. A process shall be established to provide for participation either directly or through representation. Participation on such committees shall be voluntary.

### Section 2 – Building Level Collaboration

Each school and program will practice collaborative decision making consistent with Policy 4240. Further, employees will be consulted for input and take part in decisions affecting their classroom or assignment.

School level topics include, but are not limited to:

- School budget (including supply budgets and LAP money)
- Schoolwide student discipline plan (as outlined in Article IV, Section 8. B.2.)
- School facility needs and shared use of core facilities
- Development of categorical program plans for implementing student services
- School safety
- School improvement plan
- Building-level professional development needs

A. Leadership Teams

To support collaborative decision making, each school will have Teacher Leaders that will assume responsibility for some building initiatives and/or committee work. Teacher leaders will be paid in accordance with the schedule in Appendix G. Each elementary, middle, and high school will have a Leadership Team. Employees will be nominated by themselves, their respective departments or grade levels, or building administrators and selected by the school's administration through a collaborative process to serve on their school's leadership team. School Leadership Teams should be representative of the teaching staff and include special education, categorical programs, and/or specialist teachers in addition to classroom teachers.



1. Staff representatives for the Building Leadership Team (BLT) will be selected at the end of the academic year or beginning of the academic year if the building so decides.
2. Agenda items for Building Leadership Teams will be created collaboratively by team members and be made public prior to the meeting.
3. Building Leadership Teams will regularly communicate about the issues being raised and outcomes from BLT meetings.

B. Building and Association Collaboration

During the school year, individual school principals shall meet with Association building representatives at the request of the principal or building representative. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to that particular school, to collaborate on challenges and opportunities related to the culture and climate of schools, and to further advance culturally responsive practices in each school. Neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.

### Section 3 – District Level Decision Making

A. District Committees

In order to maintain unity and consistency, recommendations which impact the entire District should be made by broad-based committees that include representation of stakeholders and constituencies. After review with the Superintendent, each committee's recommendation shall be presented to the Board. The Board is responsible for making all decisions that govern and direct the District. District level committees may include, but are not limited to:

1. Assessments
2. Budget
3. Comprehensive District Boundary Planning
4. Curriculum Adoption
5. Hiring Superintendent
6. Implementation Guides
7. Intervention Materials
8. Instructional Materials
9. Limited Boundary Adjustments
10. Professional Development Committee
11. Research and Assessment Committee
12. Safety Committee

13. Special Programs
14. Student Supply Lists
15. Technology Advisory
16. Wellness
17. Other District-wide Committees or Subcommittees

District Committees shall use a collaborative decision-making model when making recommendations to the superintendent and the school board. Certificated employees shall be appointed to District Committees by the Association President (or designee). Each committee, at the first meeting, will identify and review its charge(s), scope of authority, decision making model and develop group norms. Meeting dates, agendas, and minutes from all meetings will be shared with committee members and the Association President and be posted for all District employees to review.

B. Labor Management Committee (LMC)

The parties have arrived at this Agreement through a collaborative bargaining process, and there is a common desire to continue such collaboration during the term of the Agreement. Therefore, the parties agree to create a Labor Management Committee (LMC) that will operate under the following guidelines:

Key decision makers: The LMC shall include key decision makers on both sides. Reasonable efforts shall be made to limit the number of representatives per party to five (5).

Authority: The LMC shall, as needed, obtain sufficient authority from those to whom they are responsible so that true problem solving occurs and decisions can be made.

Many of the agreements coming from the LMC during the term of a contract could take any of the following forms:

1. Memorandums of Understanding: Usually for clarifications of practice, contract interpretation, etc.
2. Memorandums of Agreement: Usually go beyond just clarifications and would involve new agreements between the parties on substantive matters which both parties agree should be formally agreed to but not included in the contract.
3. Contract Amendments: These would be formal amendments to the existing contract. Nothing should inhibit the parties from mutually agreeing to amend the contract during its term, subject to any ratification procedure.

Frequency of meetings: Both parties agree that for the LMC to be successful during the school year, it may require meetings at least every month. Released time for at least half of these meetings shall be available at the Association's request provided that the cost of substitutes will be borne equally by the Association and the District. Such release days shall not be considered Association leave days under Article III Section 8 of this Agreement. Both parties will make good faith efforts to ensure regular attendance by those named to the LMC.

Use of resources, experts, subgroups, or work teams: LMC shall make full use of available resources and experts for specific problems. LMC will often call on those who are experiencing a particular problem and those who have some authority regarding that problem to attend LMC meetings to add their insights and

knowledge to LMC's deliberations. LMC may also form whatever subgroups or work teams it deems appropriate to study an issue.

Jointly developed agendas: Agendas for LMC meetings must be jointly developed and mutually agreed upon. Agenda topics may include, but are not limited to:

1. Advancing equity in our District
2. Use of fiscal and human resources as it relates to supporting the diverse academic, social, emotional and behavioral needs of our students
3. Any needed training and professional learning regarding how to develop, maintain, and evaluate effective collaborative decision making
4. Any potential boundary changes – including spot boundaries – before changes are finalized
5. District committee scope/charge/topic adjustments (PD committee, TAC committee, etc.) including compensation and/or necessary substitute time.
6. Developing solutions regarding the effects of time constraints on teacher workload (lost plan time due to meetings, impact on teacher directed time, etc.)
7. District discipline guidelines and policies
8. Impacts of legislative changes (SEBB, Leaves, Student Discipline, etc.)
9. Special education program
10. Transfer posting dates
11. Culture and climate surveys

Facilitating: Each LMC meeting shall be chaired or facilitated on an alternate basis by the District and Association. The facilitators for each party shall be chosen by that party's representatives to the LMC.

C. Special Education Ad-Hoc Labor Management Committees

Due to the complexity and particularity of Special Education, the parties agree that at times it may be necessary to call an Ad-Hoc Special Education Labor Management Committee to discuss and address issues that may arise including:

1. Alignment of special education programs and the continuum of services
2. Budgets and ordering
3. Changes in Placement Processes
4. Inclusion of students who receive special education services in the general education setting
5. Procedures to ensure support for high needs students

6. Program changes
7. Requesting additional adult assistance
8. Transitions between levels

Certificated employees shall be appointed to Special Education Ad-Hoc Labor Management Committee by the Association President (or designee).

### ARTICLE XIII – DURATION

This Agreement shall be effective as of September 1, 2023 and shall continue in effect through August 31, 2024.

Negotiations between the parties on a successor Agreement shall begin at least one hundred twenty (120) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for specific periods by mutual agreement of the parties.

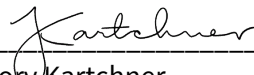
### SIGNATURE OF PARTIES

THIS AGREEMENT has been ratified by the parties and is hereby executed by their duly authorized respective representatives as follows:

#### FOR THE DISTRICT

By:   
Patty Dowd  
Assistant Superintendent

#### FOR THE ASSOCIATION

By:   
Tony Kartchner  
Association President

Dated this 31<sup>st</sup> day of August, 2023.

## Mukilteo School District and Mukilteo Education Association

## CONTRACT WAIVER REQUEST FORM

The Collective Bargaining Agreement between the Mukilteo School District and the Mukilteo Education Association provides a process for a school's staff to obtain a waiver of a specific contract provision (see Article II, Section 8 of the Agreement). This form must be used to request a waiver.

School \_\_\_\_\_ Date \_\_\_\_\_

1. What specific contract provision will be waived?

2. What is the rationale for the requested waiver?

3. What are the beginning and ending dates for the requested waiver?

*(Note: No waiver will be granted for a duration that extends beyond the expiration date of the current Collective Bargaining Agreement.)*

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

4. What position(s) are affected by the waiver and how are they affected?

5. Does the decision reflect at least 90% approval of all MEA's bargaining members at the school site?

(Request a school member list from the MEA office prior to voting via secret paper ballots.)

Yes\_\_\_\_\_

No\_\_\_\_\_

Describe how the decision was made:

6. What is the potential cost or budget impact of the waiver?

7. Explain how the waiver, if granted, might affect other employees outside of the school site and other operations of the District.

This form must be submitted to the Superintendent and Association President. Final approval must be received from the District and MEA prior to implementation of the requested waiver.

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

\_\_\_\_\_  
MEA Building Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## RESPONSE TO WAIVER REQUEST

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

\_\_\_\_\_ Request denied but would be granted under the following conditions:

\_\_\_\_\_ Request denied for the following reasons:

\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
MEA President

\_\_\_\_\_  
Date



**MSD JOB SHARE APPLICATION  
FOR \_\_\_\_\_ SCHOOL YEAR**

1)Name	Current Position:  Proposed Position:	Current FTE:  Proposed FTE:
2)Name	Current Position:  Proposed Position:	Current FTE:  Proposed FTE:

**Please answer all questions in the space provided or attach additional pages to this form:**

1. Identify your areas of compatibility regarding educational philosophy, discipline style, experience, areas of effectiveness, etc.

2. Describe the proposed teaching schedule including all work days and times.

3. Describe the division of tasks for student assessment, faculty meetings, team meetings, parent conferences, staff development, open house, curriculum nights, field trips, etc.

4. Describe the proposed communication system to be used between each other, with the principal, with the parents, with other teachers/support staff, etc.

Signatures of staff: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Date submitted to Principal for review: \_\_\_\_\_

Approved or denied: \_\_\_\_\_

Principal: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

**MSD JOB SHARE INTEREST FORM  
FOR \_\_\_\_\_ SCHOOL YEAR**

Name: \_\_\_\_\_

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

Current Position: \_\_\_\_\_

Current FTE: \_\_\_\_\_

**Please answer all questions in the space provided:**

1. Please list in order of preference the positions that you are interested in job-sharing:

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2. Please list in order of preference the schools where you are interested in job-sharing:

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3. Please indicate the FTE that you would like to work and any schedule restraints:

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4. Please include any other information that would be pertinent in arranging this job-share:

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Signature of staff: \_\_\_\_\_

**2023-2024 SALARY SCHEDULE****2023-2024 BASE (RETURNING EMPLOYEES: 184 DAYS / NEW EMPLOYEES: 186 DAYS)**

	<b>BA</b>	<b>BA +15</b>	<b>BA +30</b>	<b>BA +45</b>	<b>BA +90</b>	<b>BA +120</b>	<b>MA 45</b>	<b>MA 90</b>	<b>MA 120</b>	<b>MA 135</b>
1	\$62,165	\$64,182	\$66,264	\$68,416	\$75,297	\$80,265	\$72,558	\$79,439	\$84,408	\$87,013
2	\$64,338	\$66,427	\$68,583	\$70,808	\$77,930	\$83,073	\$74,957	\$82,074	\$87,215	\$89,912
3	\$66,591	\$68,752	\$70,982	\$73,287	\$80,659	\$85,981	\$77,434	\$84,802	\$90,124	\$92,917
4	\$68,921	\$71,156	\$73,468	\$75,854	\$83,483	\$88,990	\$79,998	\$87,627	\$93,132	\$96,021
5	\$71,335	\$73,648	\$76,041	\$78,510	\$86,405	\$92,105	\$82,652	\$90,549	\$96,249	\$99,238
6	\$73,828	\$76,225	\$78,701	\$81,257	\$89,430	\$95,327	\$85,401	\$93,572	\$99,470	\$102,567
7	\$76,413	\$78,895	\$81,457	\$84,101	\$92,558	\$98,663	\$88,243	\$96,703	\$102,810	\$106,012
8	\$76,413	\$78,895	\$84,309	\$87,042	\$95,797	\$102,116	\$91,188	\$99,942	\$106,263	\$109,576
9	\$76,413	\$78,895	\$87,257	\$90,089	\$99,152	\$105,693	\$94,235	\$103,293	\$109,837	\$113,266
10	\$76,413	\$78,895	\$87,257	\$93,243	\$102,623	\$109,390	\$97,386	\$106,765	\$113,538	\$117,085
11	\$76,413	\$78,895	\$87,257	\$96,507	\$106,214	\$113,218	\$100,651	\$110,356	\$117,364	\$121,038
12	\$76,413	\$78,895	\$87,257	\$99,885	\$109,927	\$117,180	\$104,028	\$114,075	\$121,327	\$125,131

**2023-2024 ENRICHMENT**

	<b>BA</b>	<b>BA +15</b>	<b>BA +30</b>	<b>BA +45</b>	<b>BA +90</b>	<b>BA +120</b>	<b>MA 45</b>	<b>MA 90</b>	<b>MA 120</b>	<b>MA 135</b>
1	\$8,273	\$8,540	\$8,819	\$9,106	\$10,021	\$10,681	\$9,658	\$10,572	\$11,234	\$11,580
2	\$8,564	\$8,840	\$9,129	\$9,423	\$10,370	\$11,054	\$9,975	\$10,924	\$11,607	\$11,965
3	\$8,862	\$9,149	\$9,447	\$9,753	\$10,735	\$11,442	\$10,305	\$11,286	\$11,993	\$12,365
4	\$9,171	\$9,470	\$9,778	\$10,095	\$11,110	\$11,843	\$10,647	\$11,661	\$12,394	\$12,779
5	\$9,493	\$9,801	\$10,120	\$10,449	\$11,499	\$12,257	\$10,999	\$12,050	\$12,808	\$13,207
6	\$9,825	\$10,145	\$10,473	\$10,813	\$11,902	\$12,688	\$11,366	\$12,453	\$13,238	\$13,650
7	\$10,170	\$10,500	\$10,840	\$11,191	\$12,317	\$13,130	\$11,743	\$12,870	\$13,682	\$14,108
8	\$10,170	\$10,500	\$11,219	\$11,584	\$12,748	\$13,589	\$12,136	\$13,302	\$14,141	\$14,583
9	\$10,170	\$10,500	\$11,612	\$11,989	\$13,196	\$14,066	\$12,541	\$13,748	\$14,619	\$15,074
10	\$10,170	\$10,500	\$11,612	\$12,409	\$13,657	\$14,557	\$12,960	\$14,210	\$15,109	\$15,582
11	\$10,170	\$10,500	\$11,612	\$12,842	\$14,134	\$15,068	\$13,393	\$14,686	\$15,619	\$16,108
12	\$10,170	\$10,500	\$11,612	\$13,293	\$14,630	\$15,593	\$13,845	\$15,181	\$16,146	\$16,653

**2023-2024 TOTAL COMPENSATION**

	<b>BA</b>	<b>BA +15</b>	<b>BA +30</b>	<b>BA +45</b>	<b>BA +90</b>	<b>BA +120</b>	<b>MA 45</b>	<b>MA 90</b>	<b>MA 120</b>	<b>MA 135</b>
1	\$70,438	\$72,722	\$75,083	\$77,522	\$85,318	\$90,946	\$82,216	\$90,011	\$95,642	\$98,593
2	\$72,902	\$75,267	\$77,712	\$80,231	\$88,300	\$94,127	\$84,932	\$92,998	\$98,822	\$101,877
3	\$75,453	\$77,901	\$80,429	\$83,040	\$91,394	\$97,423	\$87,739	\$96,088	\$102,117	\$105,282
4	\$78,092	\$80,626	\$83,246	\$85,949	\$94,593	\$100,833	\$90,645	\$99,288	\$105,526	\$108,800
5	\$80,828	\$83,449	\$86,161	\$88,959	\$97,904	\$104,362	\$93,651	\$102,599	\$109,057	\$112,445
6	\$83,653	\$86,370	\$89,174	\$92,070	\$101,332	\$108,015	\$96,767	\$106,025	\$112,708	\$116,217
7	\$86,583	\$89,395	\$92,297	\$95,292	\$104,875	\$111,793	\$99,986	\$109,573	\$116,492	\$120,120
8	\$86,583	\$89,395	\$95,528	\$98,626	\$108,545	\$115,705	\$103,324	\$113,244	\$120,404	\$124,159
9	\$86,583	\$89,395	\$98,869	\$102,078	\$112,348	\$119,759	\$106,776	\$117,041	\$124,456	\$128,340
10	\$86,583	\$89,395	\$98,869	\$105,652	\$116,280	\$123,947	\$110,346	\$120,975	\$128,647	\$132,667
11	\$86,583	\$89,395	\$98,869	\$109,349	\$120,348	\$128,286	\$114,044	\$125,042	\$132,983	\$137,146
12	\$86,583	\$89,395	\$98,869	\$113,178	\$124,557	\$132,773	\$117,873	\$129,256	\$137,473	\$141,784

PhD Stipend = \$3,522

Longevity Stipend: \$3,522 per year at BA+120 and MA 135 with 15 years of experience

Per diem includes above stipends and is 1/184th of base for returning employees.

Per diem is 1/186th of base for new employees

State of Washington  
 Superintendent of Public Instruction  
**ENRICHMENT CONTRACT**  
 202\_-202\_ School Year

This contract should be properly signed by the Employee and returned to the Human Resources Department.

The **Mukilteo School District** agrees to pay **(NAME)**  
 a total of \$

Payment to be made in twelve equal monthly installments, or a pro/rata number of equal installments, depending upon date of hire.

Enrichment is compensation for work beyond the basic education workday or work year and defined in RCW 28A.150.276 and in accordance with this agreement, these responsibilities may include:

1. Work and professional responsibilities completed beyond the basic education school day;
2. Preparation for school opening or closing;
3. Extracurricular activities;
4. Additional course offerings beyond minimum instructional program;
5. Activities associated with early learning programs;
6. Work associated with the provision or administration of the enrichment activities; and
7. Any activities or enhancements that the Office of the Superintendent of Public Instruction determines to be a demonstrated enrichment activity pursuant to RCW 84.52.053 and RCW 28A.505.240.

This contract, issued in accordance with Article VII, Section 1 of the Collective Bargaining Agreement between Mukilteo School District and the Mukilteo Education Association pertaining to enrichment duties is issued pursuant to RCW 28A.150.276 and RCW 28A.400.200 and is; therefore, not a continuing contract within the scope of RCW 28A.405.210 . The school District reserves the right to reclaim monies advanced for services not rendered by the Employee.

In accordance with above referenced RCW's. This contract will terminate as of August 31, 20\_\_.

I, the undersigned, do certify that the foregoing statements are true and correct to the best of my knowledge.

Employee  
 Signature:

Date:

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**FIRST LAST, LOCATION**

In witness whereof, I have hereunto subscribed my name:

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Secretary, Board of Directors

Date:

## Mukilteo School District No. 6

### Confirmation of Enrichment Activities

20\_\_-20\_\_ School Year

This form is to verify activities for the enrichment stipend and must be turned into the principal or administrator responsible for your payroll records no later than [DATE].

<i>Name (please print)</i>	<i>Position</i>	<i>Building</i>
----------------------------	-----------------	-----------------

I certify that I have fulfilled additional responsibilities beyond those performed during the basic education work year and workday. I verify that such responsibilities include but are not limited to:

- a. work and professional responsibilities completed beyond the basic education school day;
- b. preparation for school opening or closing;
- c. extracurricular activities;
- d. additional course offerings beyond the District's minimum instructional program;
- e. activities associated with early learning programs;
- f. work associated with the provision or administration of any of the enrichment activities listed above; and
- g. any activities or enhancements that the Office of the Superintendent of Public Instruction determines to be a demonstrated enrichment activity pursuant to RCW 84.52.053 and RCW 28A.505.240

<i>Employee Signature</i>	<i>Date</i>
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<i>Principal/Administrator Signature</i>	<i>Date</i>
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RETURN TO YOUR PRINCIPAL OR ADMINISTRATOR BY [DATE]

**AUTHORIZATION REQUEST  
FOR ELIGIBLE ACADEMIC, INSERVICE OR NON-DEGREE CREDITS**

NAME:	DATE:
CURRENT ASSIGNMENT:	LOCATION:

**INSTRUCTIONS:**

- Enter in the table below the requested information about each course. Use the list of criteria below to determine which numbers to put in the last column.
- Present this form to your building principal for signature and recommendation.
- Your principal will forward this form to the Department of Human Resources. You will be contacted only if the District does not approve the coursework.
- Should a course not be approved, you may submit it to the Appeals Board for further consideration.
- Movement on the salary schedule due to additional coursework or degrees is made at the beginning of the school year for classes completed by September 1st. Documentation must be in the Office of Human Resources prior to October 1st and official transcripts received by January 31st.

Date/Term Earned	Institution/Provider	Course # and Title	# Credits (qtr/sem/clock)	**Recognition of Credits is Based on the Following Criteria #'s

\*\* Explain connection of course content to recognition criteria.

**WAC 392-121-262 Definition – Additional criteria for all credits.** - Credits earned after September 1, 1995 must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

1. At the time credits are recognized by the school district the content of the course must meet at least one of the following:
  - a. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
  - b. It pertains to the individual's current assignment or expected assignment for the following school year;
  - c. It is necessary for obtaining an endorsement as prescribed by the state board of education;
  - d. It is specifically required for obtaining advanced levels of certification;
  - e. It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff; or
  - f. It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.
  - g. Beginning in the 2011-2012 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.
2. Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district employers; and
3. Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in state board of education rules, a change in the district's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

Employee Signature:			Date:
<b>To be completed by Principal/Supervisor or Director of Human Resources:</b>			
Item Number(s) of Approved Classes:		Disapproved:	
Signature:	Title:	Date:	

**CO-CURRICULAR STIPEND & FACTOR SCHEDULE**  
Mukilteo Education Association

Co-curricular Schedule

Co-curricular stipends shall be increased annually by the State IPD to the nearest dollar.

	Year 1	Year 2	Year 3	Year 4
<b>High School</b>				
Annual	\$4,782	\$5,740	\$6,695	\$7,652
Art	\$1,434	\$1,674	\$1,912	\$2,391
Band	\$4,304	\$4,782	\$5,260	\$5,740
Band-Marching	\$4,304	\$4,782	\$5,260	\$5,740
Band-Pep	\$718	\$789	\$860	\$957
Band-Jazz	\$2,152	\$2,391	\$2,630	\$3,109
Chemical Hygiene Officer (CHO)	\$1,912	\$1,912	\$1,912	\$1,912
Choir	\$4,304	\$4,782	\$5,260	\$5,740
Class Advisor-Senior	\$2,868	\$3,109	\$3,347	\$3,827
Class Advisor-Junior	\$2,868	\$3,109	\$3,347	\$3,827
Class Advisor-Sophomore	\$1,434	\$1,674	\$1,912	\$2,391
Class Advisor-Freshmen	\$1,434	\$1,674	\$1,912	\$2,391
Computer Club	\$1,434	\$1,674	\$1,912	\$2,391
CTE Activities*	\$1,434	\$1,674	\$1,912	\$2,391
Debate	\$2,868	\$3,109	\$3,347	\$3,827
DECA	\$2,868	\$3,109	\$3,347	\$3,827
Drama Advisor	\$6,218	\$6,695	\$7,652	\$8,608
FBLA	\$2,868	\$3,109	\$3,347	\$3,827
FCCLA	\$1,434	\$1,674	\$1,912	\$2,391
Foreign Exchange Club	\$1,434	\$1,674	\$1,912	\$2,391
Green Club	\$1,434	\$1,674	\$1,912	\$2,391
Honor Society	\$1,434	\$1,674	\$1,912	\$2,391
Horticulture Club	\$1,434	\$1,674	\$1,912	\$2,391
Key Club	\$2,152	\$2,391	\$2,630	\$2,868
Knowledge Bowl	\$2,489	\$2,692	\$2,900	\$3,316
Literary Magazine	\$1,434	\$1,674	\$1,912	\$2,391
Math Club	\$2,152	\$2,391	\$2,630	\$2,868
MESA	\$1,434	\$1,674	\$1,912	\$2,391
Newspaper	\$4,304	\$4,782	\$5,260	\$5,740
Orchestra	\$4,304	\$4,782	\$5,260	\$5,740
Science Club	\$1,434	\$1,674	\$1,912	\$2,391
Skills USA/TSA	\$1,434	\$1,674	\$1,912	\$2,391
Student Mediators	\$2,489	\$2,692	\$2,900	\$3,316
Student Mentor Advisor	\$2,152	\$2,391	\$2,630	\$2,868
World Language Club	\$1,434	\$1,674	\$1,912	\$2,391
<b>Middle School</b>				
Annual	\$2,391	\$2,868	\$3,347	\$3,827
Art	\$957	\$1,100	\$1,244	\$1,434

Band	\$2,152	\$2,391	\$2,630	\$3,109
Band-Jazz	\$718	\$789	\$860	\$957
Band-Jazz Extra	\$1,434	\$1,674	\$1,912	\$2,391
Chemical Hygiene Officer (CHO)	\$1,196	\$1,196	\$1,196	\$1,196
Choir	\$1,912	\$2,152	\$2,391	\$2,868
Class Advisor	\$957	\$1,100	\$1,244	\$1,434
CTE Activities*	\$957	\$1,100	\$1,244	\$1,434
Drama Advisor	\$1,434	\$1,674	\$1,912	\$2,391
Honor Society	\$1,434	\$1,674	\$1,912	\$2,391
Newspaper	\$2,152	\$2,391	\$2,630	\$3,109
Orchestra	\$2,152	\$2,391	\$2,630	\$3,109
Peer Helper Advisor	\$2,489	\$2,692	\$2,900	\$3,316
ACES				
Annual	\$1,434	\$1,674	\$1,912	\$2,391
Art	\$1,434	\$1,674	\$1,912	\$2,391
ASB	\$1,912	\$2,152	\$2,391	\$2,868
Chemical Hygiene Officer (CHO)	\$1,196	\$1,196	\$1,196	\$1,196
Class Advisor-Senior	\$1,912	\$2,152	\$2,391	\$2,868
Newspaper	\$1,245	\$1,452	\$1,656	\$2,067
Peer Helper Advisor	\$2,489	\$2,692	\$2,900	\$3,316
Elementary				
Band	\$358	\$358	\$358	\$358
Orchestra	\$358	\$358	\$358	\$358
Choir (2/week)	\$1,434	\$1,434	\$1,434	\$1,434
Flat Stipends				
HS Activity Coordinator	\$7,652	plus one prep period/year		
HS Athletic Director	\$7,652	plus one prep period/year		
MS Activity Coordinator	\$0	plus one prep period/year		
MS Athletic Director	\$7,652	plus one prep period/year		
Leadership Stipends				
HS Department Head: KA and MA	\$2,868	plus 5 days at per diem		
Teacher Leadership: ACES, MS, ES	\$1,196			

\*CTE club/activities are to be approved by the CTE Director. CTE advisors whose club/activities exceed 30 hours in a year may submit for additional hours of compensation to the CTE Director at the co-curricular rate.

Band-Jazz/EXTRA is awarded when a middle school band teacher does not have assigned rehearsal time during the school day.

### Co-Curricular Factor Points

The funds are to be used as factor points as determined by individual schools per the guidelines provided by the Human Resources Department. Factor point allocation:

- ACES \$1000
- High School \$3000

Note: Refer to the MECU/MSD Collective Bargaining Agreement for information about stipends for extra-curricular activities at all schools, including the distribution of building discretionary extra-curricular funds ("factor points").



Employee Work Year Calendar 2023-2024	
Monday, August 28 - Tuesday, August 29	Non student work day – First Year & New to the District Days
Wednesday, August 30	Non student work day
Thursday, August 31	Non student work day
Tuesday, September 5	Non student work day
Wednesday, September 6	First Day of School
Wednesday, September 6 – Thursday, September 7	Grade 1-5 Family Connection Conferences
Wednesday, September 6 – Friday, September 8	P-K, Student & Family Connection Conferences (K, WAKIDS)
Wednesday, September 6	Secondary Transition Day
Friday, October 20	Non Student Work Day: Waiver Day
Friday, November 10	No School: Veteran's Day
Monday, November 20 – Wednesday, November 22	Non Student Day, P-5 Fall Conferences
Wednesday, November 22	Early Release Day, Grades 6-12
Thursday, November 23 – Friday, November 24	No School: Thanksgiving Break
Friday, December 15	Early Release Day
Monday, December 18 – Monday, January 1	No School: Winter Break
Monday, January 15	No School: MLK Day
Friday, February 2	Non student work day: Day between semester (on or off site)
Monday, February 19 – Friday, February 23	No School: President's Day/Mid-Winter Break
Friday, March 15	Non Student Work Day: Waiver Day
Monday April 8 – Friday April 12	No School: Spring Break
Monday, May 27	No School: Memorial Day
Wednesday, June 19	No School: Juneteenth
Friday, June 21	Early Release Day: Last Day of School
Monday, June 24 – Thursday, June 27	Potential Snow Makeup Day(s)

Appendix I - Employee/District Time Allocation for			
Non-student days:	2 District / 2 Employee		
August 30	Non-student day - District Directed		
August 31	Non-student day		
September 5	Non-student day		
<b>School Year Dates:</b>	<b>K-5</b>	<b>6-8</b>	<b>9-12</b>
Friday, September 8	Employee-Directed	Employee-Directed	Employee-Directed
Friday, September 15	District/Principal	District/Principal	District/Principal
Friday, September 22	Employee-Directed	Employee-Directed	Employee-Directed
Friday, September 29	District/Principal	District/Principal	District/Principal
Friday, October 6	Employee-Directed	Employee-Directed	Employee-Directed
Friday, October 13	LIT Day: Job Alike PLC/Collaboration		
Friday, October 20	Waiver Day: District 3.5 / Employee 3.75 / 30 Minute Lunch		
Friday, October 27	Employee-Directed	Employee-Directed	Employee-Directed
Friday, November 3	Report Card Prep	Employee-Directed	District/Principal
Friday, November 17	Employee-Directed	District/Principal	Report Card Prep
Friday, December 1	District/Principal	Report Card Prep	Employee-Directed
Friday, December 8	Employee-Directed	Employee-Directed	District/Principal
Friday, December 15	Early Release Half Day	Early Release Half Day	Early Release Half Day
Friday, January 5	LIT Day: Job Alike PLC/Collaboration		
Friday, January 12	Employee-Directed	Employee-Directed	Employee-Directed
Friday, January 19	District/Principal	District/Principal	District/Principal
Friday, January 26	Employee-Directed	Employee-Directed	Employee-Directed
Friday, February 2	Non Student Workday	Non- Student Workday	Non Student Workday
Friday, February 9	District/Principal	District/Principal	Report Card Prep
Friday, February 16	Employee-Directed	Employee-Directed	Employee-Directed
Friday, March 1	LIT Day: Job Alike PLC/Collaboration		
Friday, March 8	Employee-Directed	Employee-Directed	Employee-Directed
Friday, March 15	Waiver Day: District 3.5 / Employee 3.75 / 30 Minute Lunch		
Friday, March 22	Report Card Prep	Report Card Prep	Employee-Directed
Friday, March 29	District/Principal	District/Principal	District/Principal
Friday, April 5	Employee-Directed	Employee-Directed	Employee-Directed
Friday, April 19	District/Principal	District/Principal	Report Card Prep
Friday, April 26	Employee-Directed	Employee-Directed	Employee-Directed
Friday, May 3	LIT Day: Job Alike PLC/Collaboration		
Friday, May 10	Employee-Directed	Employee-Directed	Employee-Directed
Friday, May 17	District/Principal	District/Principal	District/Principal
Friday, May 24	Employee-Directed	Employee-Directed	Employee-Directed
Friday, May 31	District/Principal	District/Principal	District/Principal
Friday, June 7	Report Card Prep	Report Card Prep	District/Principal
Friday, June 14	Employee-Directed	Employee-Directed	Employee-Directed
Friday, June 21	Early Release Half Day	Early Release Half Day	Early Release Half Day

## STUDENT CALENDAR 2023-2024



## 2023-24 STUDENT CALENDAR

SEPTEMBER 2023							OCTOBER 2023							NOVEMBER 2023							DECEMBER 2023							JANUARY 2024						
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
				1	2	3	4	5	6			1	2	3					1	2	3	4	5	6	7	8	9	10	11					
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18					
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25					
18	19	20	21	22	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
25	26	27	28	29	30	31				27	28	29	30		25	26	27	28	29	30	31													
6-11 = Transition days - First day of school depends on grade level 8, 15, 22, 29 = Learning Improvement Time							6, 13, 27 = Learning Improvement Time 20 = Teacher work day (no school)							3, 17 = Learning Improvement Time 10 = Veteran's Day observed (no school) 20-22 = Conferences (no school PS-grade 5 only) 22 = Early dismissal 23-24 = Thanksgiving/Native American Heritage Day (no school)							1, 8 = Learning Improvement Time 15 = Early dismissal 18-31 = Winter Break (no school)							1 = New Year's Day (no school) 5, 12, 19, 26 = Learning Improvement Time 15 = Martin Luther King Day (no school)						
FEBRUARY 2024							MARCH 2024							APRIL 2024							MAY 2024							JUNE 2024						
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
			1	2					1	1	2	3	4	5				1	2	3	4	5	6	7	8	9	10	11	12					
5	6	7	8	9	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	11	12	13	14	15	16	17	18	19						
12	13	14	15	16	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	18	19	20	21	22	23	24	25	26						
19	20	21	22	23	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	25	26	27	28	29	30	31								
26	27	28	29		25	26	27	28	29	29	30				27	28	29	30	31															
2 = Teacher work day (no school) 9, 16 = Learning Improvement Time 19 = President's Day (no school) 20-23 = Mid-Winter Break (no school)							1, 8, 22, 29 = Learning Improvement Time 15 = Teacher work day (no school)							5, 19, 26 = Learning Improvement Time 8-12 = Spring Break (no school)							3, 10, 17, 24, 31 = Learning Improvement Time 27 = Memorial Day (no school)							7, 14 = Learning Improvement Time 19 = Juneteenth (no school) 21 = Last day of school (early dismissal all) 24, 25, 26, 27 = Potential make-up days						

## MEANING OF SYMBOLS

- = No School (K-12)
- = No School (K-5 only)
- = Learning Improvement Time
- = Early Dismissal

## Start/Dismissal Times:

Kindergarten Center ..... 9:30 a.m. to 3:55 p.m.  
 Grades PS-5 ..... 9 a.m. to 3:25 p.m.  
 Middle Schools ..... 8:05 a.m. to 2:45 p.m.  
 Mariner/Kamiak ..... 7:20 a.m. to 2 p.m.  
 ACES ..... 7:30 a.m. to 2 p.m.  
 AM ECCAP ..... 9 a.m. to Noon  
 PM ECCAP ..... 1 p.m. to 4 p.m.

## Dismissal for

**Learning Improvement Time:**  
 Kindergarten Center ..... 2:40 p.m.  
 Grades PS-5 ..... 2:10 p.m.  
 Middle Schools ..... 1:30 p.m.  
 High Schools ..... 12:45 p.m.  
**Early-Dismissal Time:**  
 Kindergarten Center ..... 1:25 p.m.  
 Grades PS-5 ..... 12:55 p.m.  
 Middle Schools ..... Noon  
 High Schools ..... 11:15 a.m.  
 ECCAP ..... No Classes

## Grading Periods:

**End of Trimester (PS-8)**  
 1st Dec. 1 3rd June 21  
 2nd Dec. 22 4th June 21  
**End of Quarter (9-12)**  
 1st Nov. 9 3rd April 19  
 2nd Nov. 1 4th June 21

Progress Reports and Report Cards:		
ELEMENTARY SCHOOLS		
Grading Days 2023-2024	Due to principal second Tuesday after grading period	Goes home
Friday, November 3	Tuesday, November 14	Conferences
Friday, March 22	Tuesday, April 2	Friday, April 5
Friday, June 7	Tuesday, June 18	Last day of school
MIDDLE SCHOOLS		
End of Trimesters 2022-2023	Report Card Prep Day	Report cards completed by second Tuesday after grading period
Friday, December 1	Friday, December 1	Tuesday, December 12
Friday, March 22	Friday, March 22	Tuesday, April 2
Last day of school	Friday, June 7	Last day of school
HIGH SCHOOLS		
End of Quarter 2022-2023	Report Card Prep Day	Report cards completed by second Tuesday after grading period
Friday, November 9	Friday, November 17	Tuesday, November 21
Thursday, February 1	Friday, February 9	Tuesday, February 13
Friday, April 19	Friday, April 19	Tuesday, April 30
Last day of school	Friday, June 14	Last day of school

# Goal Setting Process Template

Mukilteo School District  
Student Growth Goals

Teacher Name: \_\_\_\_\_

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

Evaluation Type: ☐ Comprehensive ☐ Focused

State the Goal (What is the final goal statement?)		
<b>Timeframe</b> <i>When will success be measured? Define the 2 points in time (unit, trimester, semester, etc.)</i>	<b>Aim/Target</b> <i>What does success look like? How will you know students have learned?</i>	<b>Measures</b> <i>What will you use to measure learning? Minimum of two sources of data needed.</i>
<b>PLC goal/Team goal/Department goal (8.1): Group goal informed by data</b>		
<b>Timeframe</b>	<b>Aim/Target</b>	<b>Measures</b>
<b>Classroom goal (6.1): Classroom goal informed by group and data</b>		
<b>Timeframe</b>	<b>Aim/Target</b>	<b>Measures</b>
<b>Subgroup Goal (3.1): Sub-group goal informed by group, class goals and data</b>		
<b>Timeframe</b>	<b>Aim/Target</b>	<b>Measures</b>

## Part 2: Student Growth Goal Results

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

Criteria/Goal Area	Outcomes (Results)	Rubric Score
SG 6.2		
SG 3.2		

**Mukilteo School District  
Teacher Observation Report (Version 1)**

Employee: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Type of Observation: \_\_\_\_\_ Formal \_\_\_\_\_ Informal

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date of Post-Ob Conference: \_\_\_\_\_

**Strengths:**

1.

2.

**Next Steps or Suggestions**

1.

2.

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

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

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

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

*Evaluatee may attach comments (seven calendar days from receipt).*

## Mukilteo School District Teacher Observation Report (Version 2)

Employee: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Type of Observation: \_\_\_\_\_ Formal \_\_\_\_\_ Informal

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Date of Post-Ob Conference: \_\_\_\_\_

5D+	Evaluator Notes/Comments
<b>Purpose:</b> P1 Learning target(s) connected to standards P2 Lessons connected to previous and future lessons, broader purpose and transferable skill P3 Design of performance task P4 Communication of learning target(s) P5 Success criteria	
<b>Student Engagement:</b> SE1 Quality of questioning SE2 Ownership of learning SE3 Capitalizing on students' strengths SE4 Opportunity and support for participation and meaning making SE5 Student talk	
<b>Curriculum and Pedagogy:</b> CP1 Alignment of instructional materials and tasks CP2 Teacher knowledge of content CP3 Discipline-specific teaching approaches CP4 Differentiated instruction for students CP5 Use of scaffolds	
<b>Assessment for Student Learning:</b> A1 Student self-assessment A2 Student use of formative assessments over time A3 Quality of formative assessment methods A4 Teacher use of formative assessments A5 Collection systems for formative assessment data	
<b>Classroom Environment and Culture:</b> CEC1 Classroom arrangement and resources CEC2 Learning routines CEC3 Use of learning time CEC4 Student status CEC5 Norms for learning	

<p><b>+ Collaboration:</b></p> <p>PCC1 Collaboration with peers and administrators to improve student learning</p> <p>PCC2 Communication and collaboration with parents and guardians</p> <p>PCC3 Communication within the school community about student progress</p> <p>PCC4 Support of school, District and state curricula, policies and initiatives</p> <p>PCC5 Ethics and advocacy</p>	
<p><b>Strengths:</b></p> <p>1.</p> <p>2.</p>	
<p><b>Next Steps or Suggestions:</b></p> <p>1.</p> <p>2.</p>	

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

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

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

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

*Evaluatee may attach comments (seven calendar days from receipt).*



**Mukilteo School District**  
**Teacher COMPREHENSIVE Summative Evaluation Form**

Employee: _____	Position: _____
Evaluator: _____	Building: _____
School Year: _____	Date Form Completed: _____
Dates of Formal Observations: _____	
Dates of Post-Observation Conferences: _____	

### **STEP 1 – Evaluative Criteria**

Teachers are given an overall rating on each of the eight (8) criteria. The scores are added equally for the final summative rating. The summative score is indicated using the corresponding box representing the

	U	B	P	D
Criterion 1: Centering instruction on high expectations for student achievement.	1	2	3	4
Criterion 2: Demonstrating effective teaching practices.	1	2	3	4
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.	1	2	3	4
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	1	2	3	4
Criterion 5: Fostering and managing a safe, positive learning environment.	1	2	3	4
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.	1	2	3	4
Criterion 7: Communicating and collaborating with parents and the school community.	1	2	3	4
Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning.	1	2	3	4
<b>Add all of the eight criteria scores for a total.</b>				

rating.

### **STEP 2 – Student Growth**

### **TOTAL**

Teachers are given an overall rating on each of the student growth criteria. The scores are added equally for the final student growth rating. The summative score is indicated marking the corresponding box representing the rating.

	U	B	P	D
Student Growth 3.1: Establish Student Growth Goals	1	2	3	4
Student Growth 3.2: Achievement of Student Growth Goals	1	2	3	4
Student Growth 6.1: Establish Student Growth Goals	1	2	3	4
Student Growth 6.2: Achievement Student Growth Goals	1	2	3	4
Student Growth 8.1: Establish Team Student Growth Goals	1	2	3	4

Student Growth Rating		
5-12	13-17	18-20
Low	Avg	High

### **STEP 3 – FINAL SUMMATIVE RATING**

A final summative rating of “distinguished” cannot be given in the event of a “low” student growth impact rating.

Final Summative Rating			
8-14	15-21	22-28	29-32
U	B	P	D

Teacher Signature: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

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

Additional comments may be attached by Evaluator or Evaluatee.

## Mukilteo School District Teacher FOCUSED Summative Evaluation Form

Employee: _____	Position: _____
Evaluator: _____	Building: _____
School Year: _____	Date Form Completed: _____
Dates of Formal Observations: _____	
Dates of Post-Observation Conferences: _____	

**Evaluative Criteria** The Focused Evaluation requires one of the eight (8) criteria be assessed in every year that a comprehensive evaluation is not required.

- If criterion 3, 6, or 8 is selected, the evaluator will use the accompanying student growth rubrics. The student growth score is factored in the overall score for the selected criteria.
- If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use the student growth rubrics from criterion 3 or 6. The student growth score is factored in the overall score for the selected criteria.

	P	D
Criterion 1: Centering instruction on high expectations for student achievement.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 2: Demonstrating effective teaching practices.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.		
Student Growth 3.1: Establish student growth goals		
Student Growth 3.2: Achievement student growth goals		
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 5: Fostering and managing a safe, positive learning environment.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.		
Student Growth 6.1: Establish student growth goals		
Student Growth 6.2: Achievement student growth goals		
Criterion 7: Communicating and collaborating with parents and the school community.		
Student Growth 3.1 OR 6.1: Establish student growth goals		
Student Growth 3.2 OR 6.2: Achievement student growth goals		
Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning.		
Student Growth 8.1: Establish team student growth goals		

Final Summative Rating for FOCUSED Evaluation Including Student Growth	
P	D

Teacher Signature: _____	Evaluator Signature: _____
Date: _____	Date: _____

### Criterion 1: Centering instruction on high expectations for student achievement

#### *P1 Purpose – Standards: Learning target(s) connected to standards*

Unsatisfactory	Basic	Proficient	Distinguished
Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.

#### *P4 Purpose – Learning Target: Communication of learning target(s)*

Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely states or communicates with students about the learning target(s).	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.

#### *P5 Purpose – Learning Target: Success criteria*

Unsatisfactory	Basic	Proficient	Distinguished
The success criteria for the learning target(s) are nonexistent or vague.	Success criteria are present but may lack alignment to the learning target(s)-and/or may not be used by students for learning.	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning.	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning.

#### *CEC2 Classroom Environment & Culture – Classroom Routines & Rituals: Learning routines*

Unsatisfactory	Basic	Proficient	Distinguished
Learning routines for discussion and collaborative work are absent.	Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students are held accountable for completing their work and learning.	Learning routines for discussion and collaborative work are present and result in effective discourse. Students independently use the routines during the lesson. Students are held accountable for completing their work, and for learning. Students support the learning of others.

Criterion 2: Demonstrating effective teaching practices			
<i>SE1 Student Engagement – Intellectual Work: Quality of questioning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
<i>SE4 Student Engagement – Engagement Strategies: Opportunity and support for participation and meaning making</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.
<i>SE5 Student Engagement – Talk: Student talk</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Talk is dominated by the teacher and/or student talk is unrelated to the discipline.	Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.	Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.
<i>CP5 Curriculum &amp; Pedagogy – Scaffolds for Learning: Use of scaffolds</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills, if teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs			
<i>SE2 Student Engagement – Intellectual Work: Ownership of learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely provides opportunities and strategies for students to take ownership of their learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.
<i>SE3 Student Engagement – Engagement Strategies: Capitalizing on students' strengths</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.	Teacher has knowledge of students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.
<i>CP4 Curriculum &amp; Pedagogy – Teaching Approaches and Strategies: Differentiated instruction for students</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials - to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.
<i>A4 Assessment for Student Learning – Assessment: Teacher use of formative assessments</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in-the-moment instructional adjustments based on completion of task(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments, based on student understanding, and gives general feedback aligned with the learning target(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.
Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
<i>SG 3.1: Establish Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
<i>SG 3.2: Achievement of Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

#### Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

##### *P2 Purpose – Standards: Lessons connected to previous and future lessons, broader purpose and transferable skill*

Unsatisfactory	Basic	Proficient	Distinguished
Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.

##### *CP1 Curriculum & Pedagogy – Curriculum: Alignment of instructional materials and tasks*

Unsatisfactory	Basic	Proficient	Distinguished
Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students' levels of challenge.

##### *CP2 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Teacher knowledge of content*

Unsatisfactory	Basic	Proficient	Distinguished
Teacher demonstrates a lack of knowledge of discipline-based concepts by making content errors.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.

##### *CP3 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Discipline-specific teaching approaches*

Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.

##### *P3 Purpose – Learning Target: Design of performance task*

Unsatisfactory	Basic	Proficient	Distinguished
Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills. Students are able to use prior learnings/understandings to engage in new performance tasks.

Criterion 5: Fostering and managing a safe, positive learning environment			
<i>CEC1 Classroom Environment &amp; Culture – Use of Physical Environment: Classroom arrangement and resources</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Physical environment of the room is unsafe, or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.
<i>CEC3 Classroom Environment &amp; Culture – Classroom Routines and Rituals: Use of learning time</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.
<i>CEC4 Classroom Environment &amp; Culture – Classroom Culture: Student status</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students, or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for students' status to be elevated.
<i>CEC5 Classroom Environment &amp; Culture – Classroom Culture: Norms for learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Classroom norms are not evident and/or do not address risk taking, collaboration, respect for divergent thinking or students' cultures.	Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures. Students self-monitor or remind one another of the norms.

Criterion 6: Using multiple student data elements to modify instruction and improve student learning			
<i>A1 Assessment for Student Learning – Assessment: Student self-assessment</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.
<i>A2 Assessment for Student Learning – Assessment: Student use of formative assessment(s) over time</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Students do not use formative assessments to assess their own learning.	Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals and monitor progress over time.
<i>A3 Assessment for Student Learning – Assessment: Quality of formative assessment methods</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.
<i>A5 Assessment for Student Learning – Assessment: Collection systems for formative assessment data</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data, and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.
Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
<i>SG 6.1: Establish Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goal(s) align to school goal(s). Goal(s) identify multiple, high quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
<i>SG 6.2: Achievement of Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.



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

***PCC2 Professional Collaboration & Communication – Communication and Collaboration: Communication and Collaboration with parents and guardians***

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
Teacher rarely communicates in any manner with parents and guardians about student progress.	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.

***PCC3 Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress***

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information - including both successes and challenges - to relevant individuals within the school community in a timely accurate, and organized manner.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges - to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
<i>PCC1 Professional Collaboration &amp; Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development.
<i>PCC4 Professional Collaboration &amp; Communication – Professional Responsibilities: Supports of school, District, and state curricula, policies and initiatives</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher is unaware of or does not support school, District, or state initiatives. Teacher violates a District policy or rarely or never follows District curricula/pacing guide.	Teacher supports and has a basic understanding of school, District, and state initiatives. Teacher follows District policies and implements District curricula/pacing guide.	Teacher supports and has an understanding of school, District, and state initiatives. Teacher follows District policies and implements District curricula/pacing guide. Teacher makes pacing adjustments as appropriate; to meet whole-group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, District, and state initiatives. Teacher follows District policies and implements District curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs; without compromising an aligned curriculum.
<i>PCC5 Professional Collaboration &amp; Communication – Professional Responsibilities: Ethics and advocacy</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.
Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
<i>SG 8.1: Establish Team Student Growth Goal(s)</i>			
Unsatisfactory	Basic	Proficient	Distinguished
Does not collaborate or reluctantly collaborates with other grade, school, or District team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or District team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or District team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or District team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

APPENDIX R  
Form C  
Mukilteo School District No. 6  
Final Evaluation Form (Teachers)

PERSON EVALUATED: \_\_\_\_\_ POSITION: \_\_\_\_\_

BUILDING: \_\_\_\_\_ DATE FORM COMPLETED: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ TITLE: \_\_\_\_\_

Dates of Formal Observations: \_\_\_\_\_

Dates of Informal Observations: \_\_\_\_\_

Dates of Pre-Observation Conferences: \_\_\_\_\_

Dates of Post-Observation Conferences, if Applicable: \_\_\_\_\_

Date of Post-Evaluation Conference: \_\_\_\_\_

The following represents the evaluator's judgment regarding the employee's performance based on observations to date, conferences, review of records, and any other verified factual information.

\_\_\_\_\_ Satisfactory (i.e., meets or exceeds minimum performance expectations)

\_\_\_\_\_ Unsatisfactory (i.e., does not meet or exceed minimum performance expectations)

1. INSTRUCTIONAL SKILL:
2. CLASSROOM MANAGEMENT:
3. PROFESSIONAL PREPARATION AND SCHOLARSHIP:
4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:
5. THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:
6. INTEREST IN TEACHING PUPILS:
7. KNOWLEDGE OF SUBJECT MATTER:
8. PROFESSIONAL RESPONSIBILITIES:

OTHER SUMMARY COMMENTS BY EVALUATOR:

EVALUATEE COMMENTS (OPTIONAL): Seven (7) calendar days from receipt to complete.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PERSON EVALUATED: \_\_\_\_\_ POSITION: \_\_\_\_\_

BUILDING: \_\_\_\_\_ DATE FORM COMPLETED: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ TITLE: \_\_\_\_\_

Dates of Formal Observations: \_\_\_\_\_

Dates of Informal Observations: \_\_\_\_\_

Dates of Pre-Observation Conferences: \_\_\_\_\_

Dates of Post-Observation Conferences, if Applicable: \_\_\_\_\_

Date of Post-Evaluation Conference: \_\_\_\_\_

The following represents the evaluator's judgment regarding the employee's performance based on observations to date, conferences, review of records, and any other verified factual information.

\_\_\_\_\_ Satisfactory (i.e., meets or exceeds minimum performance expectations)

\_\_\_\_\_ Unsatisfactory (i.e., does not meet or exceed minimum performance expectations)

1. KNOWLEDGE OF SUBJECT MATTER IN SPECIALIST FIELD:
2. SUPPORT SERVICES SKILLS:
3. STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:
4. PROFESSIONAL PREPARATION AND SCHOLARSHIP:
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:
6. EFFORT TOWARD IMPROVEMENT:

OTHER SUMMARY COMMENTS BY EVALUATOR:

EVALUATEE COMMENTS (OPTIONAL): Seven (7) calendar days from receipt to complete.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

PERSON OBSERVED: \_\_\_\_\_  
\_\_\_\_\_

POSITION: \_\_\_\_\_

BUILDING: \_\_\_\_\_  
\_\_\_\_\_

DATE FORM COMPLETED: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_

Date of Observations:

---

During the thirty (30) minute observation conducted pursuant to the law, the employee named above demonstrated satisfactory performance.

EVALUATOR COMMENTS:

EVALUATEE COMMENTS (OPTIONAL): Seven (7) calendar days from receipt to complete.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PROFESSIONAL GROWTH OPTION  
INTEREST TO PARTICIPATE Form F**

NAME: \_\_\_\_\_

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

CURRENT ADMINISTRATOR: \_\_\_\_\_

I am interested in participating in the Professional Growth Option to begin in the \_\_\_\_\_ school year and be completed in the \_\_\_\_\_ school year.

I have successfully completed four (4) years of satisfactory summative evaluations (including year prior to entering PGO) with at least two (2) years in the District.

Professional Growth Option is to encourage innovation, and I understand that I am responsible to set goals and monitor progress in collaboration with my administrator.

**A brief abstract of my goals and plan follow:**

I have participated in PGO in the past. Yes / No Dates: \_\_\_\_\_  
\_\_\_\_\_

Certificated Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Notification of acceptance/denial into PGO**

1. You have been approved for the Professional Growth Option to begin in the \_\_\_\_\_ school year and be completed in the \_\_\_\_\_ school year for a total of \_\_\_\_\_ school years.
2. You have not been approved for the Professional Growth Option to begin in the \_\_\_\_\_ school year and be completed in the \_\_\_\_\_ school year for a total of \_\_\_\_\_ school years.

Reason for denial (explanation):

The administrator's judgment is that it is more appropriate for one of the summative evaluation processes to be used.

**Process to be used:** \_\_\_\_\_ Regular (summative) process  
\_\_\_\_\_ Short Form (summative) process

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROFESSIONAL GROWTH OPTION**  
**Annual Participant's Professional Growth Plan (PGP) Form G**

NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

Plan approved for \_\_\_\_\_ years

Year \_\_\_\_\_ of \_\_\_\_\_ years

Goals of Professional Growth Plan:Activities to Achieve Goals:Resources and Assistance Needed to Complete Activities:Timeline for Activities:

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

Date \_\_\_\_\_ Date \_\_\_\_\_

**PROFESSIONAL GROWTH OPTION**  
**Reflection Form**  
**Form H**

NAME: \_\_\_\_\_

School Year: \_\_\_\_\_ This is Year \_\_\_\_\_ of \_\_\_\_\_ years

Worksite: \_\_\_\_\_

Dates of evaluator-participant conference:

Initial: \_\_\_\_\_ Mid-Year: \_\_\_\_\_ Year-End: \_\_\_\_\_

**Reflections** (in the space provided)

\_\_\_\_\_ has met statutory requirements of the PGO for Washington State and the Mukilteo School District.

Administrator \_\_\_\_\_

Participant \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## PGO HANDBOOK

This PGO Handbook is intended to provide employees with information about the Professional Growth Option and is incorporated by reference in the *Collective Bargaining Agreement*.

### Philosophy Statement

The Professional Growth Option is part of an overall District commitment to the professional growth and development of each staff member.

The Professional Growth Option is a cooperative effort based on mutual trust and respect. It is designed to promote effective instruction linked to improved student learning. An on-going Professional Growth Option will encourage:

- innovation
- networking opportunities
- peer collaboration
- accountability
- reflective practice

The Professional Growth Option is intended to improve instruction and benefit students. This shall be done in accordance with the District Philosophy of Education, state law, and the Collective Bargaining Agreement.

### Participation Criteria

The Professional Growth Option (PGO) shall be available and voluntary to certificated employees who have successfully completed four years of satisfactory summative evaluations (including year prior to entering PGO) with at least two years in Mukilteo. Participation in and renewal of PGO Plans are contingent upon mutual agreement between the evaluator and the employee. PGO Plans may continue for multiple years. If no agreement can be reached, the employee will be evaluated using the Summative Evaluation System.

If a person transfers between schools or job assignments while working on a PGO Plan, continuation is contingent upon mutual agreement between the employee and the administrator.

If an evaluator is new to a building, the evaluator is encouraged, but not required, to support the PGO Plans in the building. Extended timelines, adjusted by mutual agreement, will allow existing and new PGO participants to confer and mutually agree upon PGO participation.

If an employee is denied participation in the Professional Growth Option, the evaluator shall state the reason(s) for denial on Form F- Interest to Participate.

During the PGO period, the participant must continue to demonstrate satisfactory performance in the seven evaluative criteria required by state statutes and found in the Collective Bargaining Agreement. If the evaluator cannot verify that these criteria are being met, the employee will be removed from the PGO Plan and be placed on the Summative Evaluation System.

## **Timeline and Explanation**

1. A review of the PGO process will occur at school buildings during one of the non-student days before the opening of school.
2. Final applications for PGO must be submitted by September 30.
3. Written notification of acceptance or denial using Form F will occur by October 5.
4. Participant and administrator will collaborate to finalize goal(s) and create a PGO Plan on Form G no later than October 31.
5. No later than February 1, each PGO participant and evaluator will conference to assess progress towards goals.
6. The third and final required conference between the participant and the administrator and completion of the Reflection Form on Form H must be submitted without exception not later than the last student day of the school year.

## **Development of the PGO Plan**

Each Professional Growth Participant must complete a PGO Plan which is found in the Collective Bargaining Agreement as Form G.

## **Sources of Information**

One or more of the following Sources of Information shall be utilized in developing the PGO plan. The certificated employee will set professional goals including a timeline for accomplishing them. (WAC 392-192-050).

- Peer review and evaluation
- Input by parents
- Input by students
- Personal and/or professional goals
- School District goals
- Building goals
- Self-Assessment
- Personal academic records
- School District evaluations

## **Goal Setting and Professional Growth Resources**

PGO Goals will focus on improving instruction and benefiting students. The following are samples for PGO participants when considering professional goals.

## **Sample Goals**

- To implement the use of cooperative learning strategies on a daily basis.
- To increase positive interactions from teacher-to-student with a ratio of 4 positives to 1 negative.
- To integrate writing in science and mathematics that demonstrates student understanding of concepts taught.
- To increase parental involvement in the teaching and learning environment to improve student performance.
- To match instructional objectives with corresponding essential learnings on a daily basis.

- To integrate the use of technology in the classroom to present concepts, which will improve the teaching and learning process.
- To develop performance-based assessments that require students to use technology such as data-base and spread sheet development.
- To incorporate the 6 Traits Writing Assessment Model in instruction across the curriculum.
- To develop performance-based classroom assessments that show student mastery in mathematical concepts such as probability or measurement.

### **Resources**

There are many resources currently available within the District to assist the PGO participants in completing their Plans. Some of the resources may include:

- |   |                             |
|---|-----------------------------|
| • Consultation with District personnel    | • Outside consultation      |
| • Internet Search                         | • Materials/equipment       |
| • Essential Learnings Institute courses   | • Staff development classes |
| • Grant writing information (ESD 189)     | • Clerical support          |
| • Specialized departments (graphics)      | • Staff development library |
| • District licensed software/ESD software | • Staff development catalog |
| • ESD Resource Catalog                    | • Visitation to other sites |
| • District publications                   |                             |

### **Responsibilities:**

The Professional Growth Participant agrees to:

1. submit the PGO application
2. adhere to established timelines
3. develop a Professional Growth Plan including Goals and Action Plan
4. maintain the working file to include but not limited to: goals, notes from meetings, resources, methodology and data.
5. conference with the administrator a minimum of three times during the year
6. submit the Annual Participant's Professional Growth Program (PGP) on Form G
7. complete the PGO Reflection Form on Form H and submit it to the administrator

The working file and all data generated during the PGO process are the property of the PGO participant.

### **Administrator Responsibilities:**

The administrator agrees to:

1. inform staff of PGO process according to established timelines
2. review applications and determine eligibility
3. notify all applicants of PGO status
4. assist in development of PGO Plans
5. assist in accessing resources
6. conference with PGO participant at least three times per year
7. monitor PGO participant performance as related to the evaluative criteria found in the *Collective Bargaining Agreement*
8. submit the PGO Reflection Form to Human Resources

## NOTICE OF GRIEVANCE: Step One, Informal

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

\_\_\_\_\_

Subject Area or Grade: \_\_\_\_\_ Association Representative: \_\_\_\_\_

\_\_\_\_\_

Building Principal (or appropriate administrator): \_\_\_\_\_

\_\_\_\_\_

## STATEMENT OF GRIEVANCE

- a. Date of grievance: \_\_\_\_\_
- b. Section or sections of agreement alleged to be violated:  
 Article \_\_\_\_\_ Section(s) \_\_\_\_\_  
 Article \_\_\_\_\_ Section(s) \_\_\_\_\_
- c. Person/persons involved:
- d. Nature/circumstances of grievance:

## RELIEF SOUGHT:

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

***Distribution of Form:***    *Grievant*  
                                       *Association Representative*  
                                       *Association President*  
                                       *Building Principal or Appropriate Administrator*  
                                       *Director of Human Resources*

## Form A

## NOTICE OF GRIEVANCE: Step One, Formal

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

Home Address of Grievant: \_\_\_\_\_

Telephone: \_\_\_\_\_

School: \_\_\_\_\_ Principal/Administrator: \_\_\_\_\_

Subject Area or Grade: \_\_\_\_\_ Association Representative: \_\_\_\_\_

## STATEMENT OF GRIEVANCE

a. Date of grievance: \_\_\_\_\_

b. Section or sections of agreement alleged to be violated:

Article \_\_\_\_\_ Section(s) \_\_\_\_\_

Article \_\_\_\_\_ Section(s) \_\_\_\_\_

c. Person/persons involved:

d. Nature/circumstances of grievance:

e. Date informal grievance conference occurred: \_\_\_\_\_

## RELIEF SOUGHT:

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

**Distribution of Form:** Association Representative  
 Building Principal or Appropriate Administrator  
 Director of Human Resources

Association President  
 Grievant

## Form B

**DECISION OF BUILDING PRINCIPAL/APPROPRIATE ADMINISTRATOR**

(To be completed by principal/administrator within three (3) days after grievance hearing.)

Grievant \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_

Principal/  
Administrator \_\_\_\_\_

---

**DECISION AND PROPOSED SETTLEMENT OF SCHOOL PRINCIPAL/APPROPRIATE ADMINISTRATORS  
AND REASONS THEREFORE:****Persons present:***Note: Attach all exhibits presented.*\_\_\_\_\_  
Date of Decision\_\_\_\_\_  
Signature of Principal/Administrator**GRIEVANT'S RESPONSE:** (To be completed by Grievant within three (3) days after Step One decision or eight (8) days after Step One meeting if no decision is rendered.)

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent/designee for review.

\_\_\_\_\_  
Date of Response\_\_\_\_\_  
Signature of Grievant***Distribution of Form:****Association Representative  
Building Principal or Appropriate Administrator  
Director of Human Resources**Association President  
Grievant*

## Form C

**APPEAL TO SUPERINTENDENT**

(To be completed by grievant within three days after Step 1 decision  
or within eight days after Step 1 meeting if no decision is rendered.)

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Home Address of Grievant \_\_\_\_\_

Telephone \_\_\_\_\_

School \_\_\_\_\_ Principal/Administrator: \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

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

- a. Reason for appeal to the Superintendent:
  
- b. Additional facts relating to the grievance:
  
- c. Anticipated witnesses to be called, if any, during hearing:
  
- d. Attach copies of pertinent documents, including Forms A and B.

**RELIEF SOUGHT:**

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

\_\_\_\_\_  
Date

***Distribution of Form:***     *Association Representative*  
    *Building Principal or Appropriate Administrator*  
    *Director of Human Resources*

*Association President*  
*Grievant*

## Form D

**DECISION BY SUPERINTENDENT**

(To be completed by the Superintendent within seven days after grievance hearing.)

Grievant \_\_\_\_\_  
\_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_  
\_\_\_\_\_Principal/  
Administrator \_\_\_\_\_

---

**DECISION AND PROPOSED SETTLEMENT OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE:****Witnesses present:***Note: Attach all exhibits presented.*\_\_\_\_\_  
Date of Decision\_\_\_\_\_  
Signature of Superintendent**GRIEVANT'S RESPONSE:** (To be completed by Grievant within five days of receipt of the Step 2 decision or within 12 days of the Step 2 hearing if no decision is rendered.)

\_\_\_\_\_ I accept the above decision by the Superintendent.

\_\_\_\_\_ I hereby submit this grievance to arbitration.

\_\_\_\_\_  
Date of Response\_\_\_\_\_  
Signature of Grievant***Distribution of Form:****Association Representative  
Building Principal or Appropriate Administrator  
Director of Human Resources**Association President  
Grievant*



## Form E

**DETERMINATION REGARDING ARBITRATION**

(To be completed by the Association President within ten days of the receipt of request from aggrieved.)

Aggrieved Person \_\_\_\_\_  
\_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Association President \_\_\_\_\_  
\_\_\_\_\_Date Request Received  
for Arbitration \_\_\_\_\_**DETERMINATION BY ASSOCIATION:**

\_\_\_\_\_ The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.

\_\_\_\_\_ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

\_\_\_\_\_  
Date of Determination\_\_\_\_\_  
Signature of Association President***Distribution of Form:****Association Representative  
Building Principal or Appropriate Administrator  
Director of Human Resource**Association President  
Grievant*

**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

**Certificated Employees Providing District-wide Service**

The District and the Association understand that the District utilizes some non-supervisory certificated employees outside the classroom in a District-wide role to provide instructional support and specialized expertise to the District's certificated employees.

The program shall be coordinated by the Superintendent or designee.

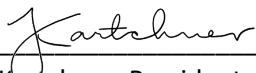
Currently, such positions include:

1. Teacher on Special Assignment (TOSA) - Curriculum, Categorical, and Content Specialists
  - a. TOSAs who vacated a teaching assignment are considered on leave from their teaching assignment and may return to their original worksite. All TOSAs are assured a position when their TOSA position concludes.
  - b. TOSAs shall provide District-level instructional leadership in content or program areas.
  - c. TOSAs will generally serve for a term of three (3) years. At the conclusion of the term, the District may re-open or post a new TOSA position.
  - d. TOSA vacancies are filled via the District-MEA contractual transfer process. In addition to endorsements, the District may list additional experience and/or training as part of the qualifications for the position.
2. Peer Mentor
  - a. The mentor will work full time (184 days) in the Program during the school year. The Mentor shall receive a supplemental contract for an additional ten (10) days of work each year at per diem.
  - b. The term of the assignment is a period of three years.
  - c. The mentor has the right to return to their most recent teaching assignment at the conclusion of their initial mentoring assignment without subject to reassignment within the first year of their return.
3. Continuing District-wide Positions:
  - a. The following positions are not subject to the three year term, and are continuing positions. See job descriptions for details regarding duties and responsibilities.
    - i. Behavior Intervention Specialist (BIS)
    - ii. High School and Beyond Counselor
    - iii. Technology Integration Specialist
    - iv. Other potential positions, as agreed to with MEA

In addition to the contractual compensation provisions of the parties' collective bargaining agreement, employee positions described herein will receive supplemental days at per diem. In the event an employee is required by their supervisor to work days outside of the student school year and in excess of the supplemental days, the employee shall have the option of choosing to be paid hourly on a timesheet or do a work day calendar adjustment.

1. TOSA = 10 days
2. BIS = 10 days

Dated this 13<sup>th</sup> day of September 2023.



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Tory Karchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

**Comprehensive School Counseling Program**

The District and the Association agree to continue the joint District-Association Comprehensive School Counseling Program Committee (CSCP Joint Committee).

Following the recommendations of the 2022-2023 CSCP Joint Committee, the Committee is charged with:

1. Participating in the development and/or facilitation of professional learning for the P-12 Counseling Team to affirm and enhance evidence-based structures, processes, and practices in providing students with P-12 Comprehensive School Counseling.
2. Identifying and reviewing student data and information as part of a regular program assessment.
3. Planning and communicating counselor time study data implementation and review processes to inform decisions at the counselor, school and District levels.
4. Planning for and launching the District's Comprehensive School Counseling Program Advisory Council.
5. Participating in the development and/or facilitation of training/informing school and District leaders and other appropriate school staff.
6. Exploring and developing common tools and practices based on student needs and implementation of the Comprehensive School Counseling Program Committee recommendations.
7. Identifying opportunities to collaborate and coordinate services to students with school and District staff.
8. Should counseling caseloads exceed the American School Counselor Association (ASCA) model by more than 100 students, the CSCP Joint Committee will identify and recommend appropriate workload modifications.
9. Any other items raised by the CSCP Joint Committee.
10. Preparing and sharing Committee progress with the District and MEA at Labor Management Committee (LMC) meetings (January and April).

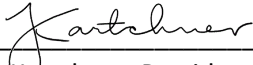
Further, the parties also agree to the following:

1. The current Elementary Support Specialists (ESS) will be renamed the Elementary School Counseling Team. The District will have a P-12 School Counseling Team. The current MOA regarding ESS workload will be continued for the term of this agreement but will be edited to reflect the change in title to Elementary School Counseling Team..
2. Schools will conduct the annual administrator conference as defined in the P-12 Comprehensive School Counseling Program Plan. These are informal and collaborative discussions between the School Counseling Team and the school administrator who supervises the school counseling program. The CSCP Joint Committee will provide guidance to schools on conducting such conferences.
3. The District will provide professional development to the School Counseling Team and administrators on the District Comprehensive School Counseling Plan (CSCP) and the ASCA model. The intent is to establish a common understanding of the plan and model, and to allow for meaningful discussion at the annual conference between the Counseling Team and administrator.

4. Establish one (1) Elementary Counseling Lead and one (1) Secondary Counseling Lead to be the primary contact between District Administrators and the P-12 Counseling Team. The District will work with the Leads to determine their specific role, with the understanding that this role may shift as the CSCP evolves. The Leads may submit a timesheet for hours worked at the request of the District.

This agreement shall remain in place through the term of this agreement.

Dated this 13th day of September 2023



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Tory Kartchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Understanding  
Between  
The Mukilteo School District ("District")  
And  
The Mukilteo Education Association ("Association")  
  
Elementary School Counseling Team**

The Elementary School Counseling Team supports students, families and staff at elementary schools based on student needs. The Elementary School Counseling Team provides proactive and reactive intervention systems, programs and services aimed at promoting student social-emotional and classroom success; consults with and supports staff on individual student needs; links students and parents to outside resources as necessary. In addition, the Elementary School Counseling Team:

1. Promotes school-wide systems, approaches and programs that positively impact student social-emotional success.
2. Provides a broad range of proactive and reactive intervention strategies to staff for the purpose of enhancing individual student success.
3. Educates parent, students and staff on various topics including bullying and harassment
4. Collaborates with other staff to develop and implement effective, positive techniques for improving student behavior.
5. Consults with parents, staff, students, and outside agency personnel regarding mental health, behavioral, social/emotional, educational concerns and means of intervention for student benefit.
6. Provides crisis intervention assistance; links parents/students to other resources.
7. Develops Section 504 plans for eligible students and modifications of instructional programs for accommodations to meet individual student needs.
8. Assists staff in ensuring compliance for Section 504.


The following are not responsibilities for the Elementary School Counseling Team:

1. Administering student discipline
2. Attendance monitoring including Becca
3. Facilitating the GT process
4. Daily transactional data

The Elementary School Counseling Team is tasked with implementing the District's Comprehensive School Counseling Program.

The parties recognize members of the Elementary School Counseling Team hold various ESA certifications. All members of the Elementary School Counseling Team work collaboratively to guide students in their academic pursuits, career planning, and social/emotional development.

Dated this 13<sup>th</sup> day of September 2023.

  
\_\_\_\_\_  
Tory Karchner, President  
Mukilteo Education Association

  
\_\_\_\_\_  
Patty Dowd, Assistant Superintendent  
Mukilteo School District

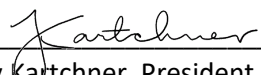
**Memorandum of Agreement**  
**Between**  
**Mukilteo School District (“District”)**  
**And**  
**Mukilteo Education Association (“Association”)**

**Equity Supports**

The District and the Association commit to promoting a vision for public education that advances inclusiveness, equity, and racial and social justice in our schools and society. The parties will work collaboratively with each other and the school community to promote diversity, inclusiveness, and equity for students, families, and staff. As part of the ongoing work towards this commitment, the parties agree to the following during the duration of this contract:

1. The District will offer, and the Association will support, a Careers in Education (CIE) class at Mariner and Kamiak High Schools with no minimum student enrollment requirement. The District and Association agree to work in good faith to help support the CIE program, as well as other grow-your-own incentives.
2. The District will offer, and the Association will support, one section of Ethnic Studies at each of the three high schools in the District, with no minimum student enrollment. Appropriate training will be provided to teachers who instruct this course.
3. The District will provide resources to any school in the District that voluntarily wants to implement a staff Building Equity Team. The District, through the Districtwide Equity Workgroup, will provide technical assistance and define the role of Building Equity Teams.
4. The District, through the Equity Workgroup, shall create a Discrimination Reporting Process for students, families, and staff to report incidents of discrimination and bias. At a minimum, this process must include: a form that can collect relevant information related to the incident, who the form is submitted to, the process for conducting the investigation, the information that must be communicated back to the complainant, and if there is a finding of discrimination there is a clear action plan to address the incident moving forward. Prior to adoption of the Discrimination Reporting Process, the District will collaborate with the Association at Labor Management Committee around the details of this process.
5. The District will provide professional development that meets the state required Cultural Competency, Diversity, Equity, and Inclusion (CCDEI) standards during District/Building-directed time and during other optional professional learning opportunities provided/coordinated by the District and consistent with state law. Such training will offer clock hours.
6. The District will communicate emerging or new regulations or laws that support the diverse needs of our students and promote the integration of these regulations into the ongoing education and support of the learning and working environment.

Dated this 13<sup>th</sup> day of September 2023.

  
Tory Karchner, President  
Mukilteo Education Association

  
Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement**

**Between**  
**Mukilteo School District ("District")**  
**And**  
**Mukilteo Education Association ("Association")**

**Evaluation**

The District and the Association agree to extend all provisions included in Article X - Evaluation from the 2022-2023 Collective Bargaining Agreement.

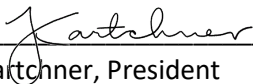
The Parties agree to engage in a pilot of the updated Student Growth Goals (SGG) rubrics from the Office of the Superintendent of Public Instruction (OSPI) in the 2023 2024 school year.

1. The pilot will include non-provisional educators who are on the focused evaluation system. Participation in the pilot is optional.
2. The pilot will not have any negative scoring on their evaluation because of the updated SGG.
3. The District and Association will jointly develop a training and support plan for pilot participants who will be paid for their time at per diem.

The Parties additionally agree, through Labor Management Committee (LMC) meetings , to review the 5D Comprehensive Evaluation System (TPEP) during the 2023-2024 school year. The goal of this review is to:

1. Monitor results from the SGG pilot program, implement changes required by OSPI, and plan for incorporating these changes into our evaluation system.
2. Gather feedback from administrators and educators on the efficacy of the current evaluation system.
3. Use the results from the SGG pilot and gather feedback to make changes to Article X as agreed upon.

Dated this 13th day of September 2023



Tory Kartchner, President  
Mukilteo Education Association



Patty Dowd, Assistant Superintendent  
Mukilteo School District



**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

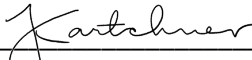
**Inclusionary Practices**

The District and the Association agree to the following regarding the Inclusionary Practices:

1. The parties will work in good faith to continue the work outlined by the Inclusionary Workgroup Committee (2022-2023).
2. The District will propose to the Association a plan for their next steps regarding inclusion in Mukilteo.
3. The District will ensure that inclusionary practices are being carried out consistent with the law and the parties' Collective Bargaining Agreement.
4. The District and Association will work collaboratively to define the instructional models used throughout the District, including relevant workload impacts, and report to the Labor Management Committee (LMC) on their proposed instructional models.
5. Any teacher of a co-taught class where two teachers are assigned to teach in the same classroom and/or group of students daily during the 2023-24 school year who assumes supervision for the entire class because no substitute or coverage is available for their co-teacher shall be compensated for one (1) hour at substitute rate per period.

The District shall report their timeline for this work to LMC no later than October 2023.

Dated this 13th day of September 2023



Tory Kartchner, President  
Mukilteo Education Association



Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

**K-5 Implementation Guides**

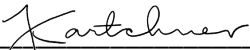
The District and the Association recognize the importance of the District K-5 Implementation Guides in aligning and supporting teachers in delivering instruction to students, consistent with Board Policy, standards-aligned District curriculum, and state standards. We also recognize that the current K-5 implementation guides are not possible to implement within the available instructional time each day and over the course of the school year.

The parties have agreed the District will review and revise K-5 Implementation Guides to ensure feasible workday and work year expectations. While the updates are in process, it is understood that individual school teams (principal and certificated staff) may need to alter implementation guide pacing to fit within the instructional time.

The District will provide a report to the Labor Management Committee (LMC) no later than January 2024 regarding progress and a proposed timeline for completion of the work.

This agreement shall remain in place for the duration of this agreement.

Dated this 13th day of September 2023.



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Tory Kartchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Understanding  
Between  
The Mukilteo School District (“District”)  
And  
The Mukilteo Education Association (“Association”)**

**Peer Mentor Program**

The District and the Association continue to work collaboratively to improve student learning in Mukilteo. The parties recognize that for students to succeed in learning, teachers must succeed in teaching and, therefore, agree to implement a peer mentoring program to support teachers and improve the quality of their instruction.

Therefore, the parties agree to continue a peer mentor program (“Program”) for the 2023-2024 school year with the following terms and conditions:

**Administration of Program**

- The program shall be coordinated and supervised by the Director of Curriculum and Professional Development.
- A six-member Association and District team (“Panel”) will be established to select the teacher(s) chosen to serve as a District teacher mentor for the Program. The Association shall select three representatives and the Superintendent shall select three administrators to serve on the panel.
- In the event that the panel cannot agree on who should be offered the mentor teacher position, the Assistant Superintendent for Equity, Engagement & Academics will make the final selection.

**Mentor Selection Criteria**

- Knowledge of and skills in using effective instructional strategies and practices for a wide range of student needs and abilities, including culturally responsive teaching.
- Ability to effectively address a wide range of academic and social needs including at-risk, cultural diversity, English language learners, and students who receive special education services.
- Skills in effective planning and implementation of lessons based upon state standards, District curriculum, and student needs.
- Skills in managing and promoting positive student behavior.
- Knowledge of and skills in coaching and/or mentoring others to improve instructional practice.
- Skills and ability to communicate effectively, both written and verbal, with diverse people, including racially, ethnically, and socioeconomically diverse communities.
- Ability to demonstrate cultural competencies, and respect and value for all cultural heritages.
- Ability to identify and address personal, cultural, and institutional bias.
- Demonstrated leadership abilities.
- Ability to establish and maintain effective working relationships with others.
- Knowledge and understanding of developmental stages and needs of students.
- Knowledge and understanding of developmental stages of beginning educators.
- Skills and abilities in organization, time management and record keeping.
- Ability to interact positively and effectively with staff and administrators.
- Ability to create and maintain trust; maintain confidentiality.
- Ability to strengthen job-related competencies. Commitment to professional development.
- Willingness to serve in this three-year assignment, and work ten supplemental days.
- Valid Washington State certification.
- Demonstrated successful teaching skills and experience.

- Demonstrated successful human relations skills and abilities.
- Minimum of five years of teaching experience, three of which must be in Mukilteo.

### **Selection Process**

- An email announcement will be made to all certificated staff in March prior to the opening of the position for the subsequent school year. It will be posted on the District's employment page.
- Each applicant will submit a general application for the position.
- Each applicant is required to submit a cover letter outlining their interest and qualifications and a resume.
- The panel reviews the applications, conducts interviews with the finalists and selects the mentor teacher from the applicants. The mentor shall be selected based on the selection criteria without regard to seniority. The mentor position is not subject to the transfer provisions of the parties' collective bargaining agreement.

### **Assignment Status**

- The mentor will work full time (184 days) in the Program during the school year. The Mentor shall receive a supplemental contract for an additional ten (10) days of work each year at per diem.
- The term of the assignment is a period of three years.
- The mentor has the right to return to their most recent teaching assignment at the conclusion of their initial mentoring assignment without subject to reassignment within the first year of their return.

### **Mentoring Program**

A peer-mentoring program is established to assist new teachers and improve the quality of instruction in the District. The Program is available to staff regardless of their respective evaluation system, and will be implemented as outlined herein. The Program consists of two components: mentoring for new teachers; mentoring for experienced teachers. It may also include staff development for all staff. The term "teachers" or "employees" as used in the Program shall encompass all certificated non-supervisory staff represented by the Association.

### **Mentoring for New Employees**

- All new employees shall be assigned a mentor to assist in their first two years in the profession and/or assist with their first year of employment in the District to assure, to the maximum extent possible, that these employees are successful in the District.
- Assistance provided by a mentor shall not be included in the final evaluation of an employee and shall not be used as a basis for nonrenewal.

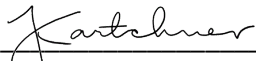
### **Mentoring for Experienced Employees**

- At the mutual request of an experienced employee and their program or building administrator, a mentor may provide assistance to any employee in the performance of their professional duties or an employee on a growth plan.
- Assistance provided by a mentor shall not be included in the final evaluation of any employee and shall not be used as a basis for nonrenewal.
- The District will not assign the mentor to employees on probation. An employee on probation may, however, request the assistance of a mentor.

**Staff Development**

The Mentor may also provide staff development opportunities for all staff under the direction of the Director of Curriculum and Professional Development. When such programs extend beyond the regular workday, mentors will be compensated consistent with District practice for staff development activities.

Dated this 13th day of September 2023.



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Tory Karchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

**Preschool Program**

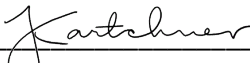
The District preschool students will attend school consistent with Article VIII Section 1. Preschool students will start school and have conference time consistent with Kindergarten students. Preschool students will not attend school on Fridays-or on the last day of the school year. On non-student days, Preschool teachers will utilize their employment time as follows:

1. Participate in District provided professional development
2. Conduct parent conferences
3. Conduct home visits of students for the purpose of:
  - i. Facilitating the implementation of IEP goals and student needs
  - ii. Modeling and engaging in effective learning experiences
  - iii. Collaborating with parents to facilitate strong partnerships between home and school
  - iv. Creating strong parent-to-parent collaboration
4. Visit daycares or homes to observe, instruct and/or consult with parents, staff, or providers regarding students including those being assessed or referred for special services.
5. Visit with kindergarten or self-contained teachers regarding transitions from preschool
6. Participate in training and professional development including regular meetings with special education administration.

Preschool teachers will collect and document data regarding the use of the time referenced above, and will share the information with the appropriate special educator director quarterly. The data will be used to evaluate the effectiveness of the four-day model, and to determine any necessary program changes for the following school year

Preschool teachers will have the same teacher-directed time as K-5 employees as designated by the Association and District. Paraeducator support will be provided consistent with Article VIII Section 4D, on Monday through Thursday. No paraeducator time will be allocated for non-student days.

Dated this 13th day of September 2023.



Tory Karchner, President  
Mukilteo Education Association



Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Understanding  
Between  
The Mukilteo School District ("District")  
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The Mukilteo Education Association ("Association")**

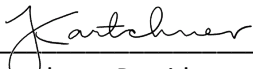
**Psychologist Remote Work**

To support the unique workload of school psychologist, the District and Association agree to amend Article VIII, Section 4.F as follows:

The parties agree that in consultation with the Special Services Director, school psychologists will be provided the opportunity to work from home or an alternative site one (1) day per week to facilitate the completion of Special Education paperwork within the requirements of the law (and conditioned on the timely completion of such paperwork).

This agreement shall remain in place for the duration of the 2023-2024 school year.

Dated this 13th day of September 2023.



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Tory Katchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement  
Between  
Mukilteo School District ("District")  
And  
Mukilteo Education Association ("Association")**

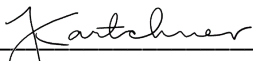
**Special Education Commitments**

The District makes the following commitments to the Association:

1. Define the role and responsibilities of the Teacher of the Orientation and Mobility Specialist, Visually Impaired and the Audiologist.
2. Paraeducator time should be provided in a consistent time period during the teacher's workday, to the extent possible.
3. Time shall be provided for collaboration between the paraeducators and the classroom teachers.
4. The District will ensure all para educators receive the training necessary to work in the specialized settings they are assigned, including right-response training when necessary. The District will provide this training on an ongoing basis.
5. The District will train new special education teachers, including teachers that are new to the District, in District policy, procedures, and other relevant training.
6. The District will take responsibility for ensuring that Individual Education Plan (IEP) documents are translated into the student's home language as appropriate.
7. Long-term substitutes serving in a special education position will be compensated for time worked outside of contract hours for writing, assisting, or attending IEP meetings after consultation with their principal.
8. During the course of this agreement, should legal or other requirements change or should new ones be added, the parties agree to work in good faith on the workload impacts on Special Education Staff.
9. The District and school nurse team will work collaboratively on a clear job description for the lead nurse.

The District will report their progress on this work to the Association at their monthly Labor Management Committee (LMC) meetings.

Dated this 13th day of September 2023.



Tory Karchner, President  
Mukilteo Education Association



Patty Dowd, Assistant Superintendent  
Mukilteo School District



**Memorandum of Agreement  
Between  
Mukilteo School District (“District”)  
And  
Mukilteo Education Association (“Association”)**

**Special Education Continuum of Service**

The District and the Association agree to the following regarding the Special Education Continuum of Service.

1. The District commits to take ownership of their Special Education Continuum of Service.
2. The District commits to working in good faith with the Association to improve the special education continuum of service, communicate the continuum to all stakeholders, and ensure that Individual Education Plan (IEP) teams across the District receive the necessary information to make informed student placement decisions.
3. The District will assist IEP teams with making informed program placement decisions for students, including but not limited to providing support from Special Education Directors and allowing special education teams and/or school psychologists to visit potential special ed settings to gain understanding of District programs to guide IEP team placement recommendations.
4. The District and Association agree to continue the joint collaborative decision-making Special Education Program Committee. The committee shall:
  - a. Continue working to refine and clarify the District’s Special Education Program Continuum.
  - b. Ensure the District continuum of services offered at all levels meets the needs of students in the District and that the District program continuum offers a clear vertical program (e.g. MBSC, Bridges, Lighthouse, Connections, etc.).
  - c. Ensure the District Preschool program has a clear process and pathway to meet the needs of students in the District as they enter kindergarten and access the continuum of services in the District.
  - d. Ensure appropriate procedures and guidelines are developed and implemented to support student transitions between levels (Preschool, Elementary, Middle School, High School, and Post Secondary) and that IEP teams at schools are provided the expertise to make these transitions.
  - e. Ensure the descriptors on the District’s Special Education Program Continuum document provide clarity regarding the different specialized programs to enable sending IEP teams to make informed placement decisions.
  - f. Propose changes to the current Program Continuum, including recommended caseloads and supports.
  - g. Participate in the development/facilitation of training to inform stakeholders on the outcomes of the workgroup.
  - h. Incorporate inclusion instructional models (ie. co-teaching, pull-out, paraprofessional support in general education setting) information into the Program Continuum.

The committee shall report to the Labor Management Committee (LMC) no later than January regarding their progress and a proposed timeline of their work. Should the Special Education Program and Placement Committee propose any changes to the Special Education Program, the parties shall meet and negotiate contractual impacts consistent with Article VIII Section 4D.

Dated this 13th day of September, 2023.



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Tory Karchner, President  
Mukilteo Education Association



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Patty Dowd, Assistant Superintendent  
Mukilteo School District

## Memorandum of Agreement Between

### Mukilteo Education Association ('Association') And Mukilteo School District No. 6 ('District')

#### TEACHER RESIDENCY PROGRAM

The Association and District are committed to supporting current employees in achieving a special education teaching certificate through a teacher residency program. The parties agree to continue working in good faith on the WEA Teacher Residency Program in the Mukilteo School District.

Should the District implement a teacher residency program for the 2023-24 school year, the following provisions shall apply:

Each Teacher Residency (TR) employee shall be provided:

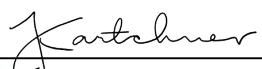
1. **Employment Category:** WEA Teacher Residents will be substitute employees under contract as part of the MEA bargaining unit.
2. **Work year:** Teacher Residency employees will work the same workday (7.75 hours) and work year as other certificated staff (180 student days + 4 LIDs + 3 Sped days). Some of these workdays may be off-site for required TR trainings.
3. **Compensation:** Compensation according to Article IX, Section 4.A.1.
4. **Other supports:** The District will provide the following supports:
  - a. Each TR employee will receive four-hundred dollars (\$400) for classroom instructional materials in their first year of employment in Mukilteo following their residency in accordance with Article VIII, Section 10
  - b. A District laptop and docking station similar to what is issued to all certificated employees
5. **Leave Benefits:** Twelve (12) days of annual sick leave and will carry over any accumulated leave from their previous position. They will be able to use such leave consistent with the collective bargaining agreement. Should a TR employee require bereavement leave, they may work with the Executive Director of Talent and Human Resources to determine the number of days to be provided.
6. **Health Insurance Benefits – SEBB:** TR employees will meet the eligibility requirement for health insurance through SEBB.
7. **Conditional Job Offer:** Upon successful completion of the teacher residency program, a job within the Mukilteo School District will be offered for 2024-25, as follows:
  - a. Special education teacher; or
  - b. Certificated substitute position paid at the 2024-25 substitute daily compensation rate and the same leave and SEBB benefits offered during the 2023-24 residency year: or
  - c. Long-term certificated substitute position with placement on the salary schedule and all other terms of the collective bargaining agreement. Should the long-term substitute position be less than a full school year, the remaining days shall be paid as described in paragraph b. above.


Should the residency teacher decline the special education or substitute position offered by the District, then no further offers or conditions are required of either party.

The District may offer a general education position to an interested TR employee who agrees to take the required (WEST-E) assessment to become general education certified.

8. **Local Supports:** The District and Association will provide access to professional development that will ensure future success (example- writing IEPs and working with adults). Leadership opportunities will be available through participation in MSD-MEA collaborative decision-making committees, and by promoting the Teacher Leadership program in subsequent years.
9. **Successful Induction and retention:** The following opportunities are offered to support new educators and support their retention in the profession. This non- exhaustive list captures some of the current offerings available to TR employees; this list is subject to change.
  - a. Special education mentor provided by the District through the BEST program, including NAKIA mentors
  - b. New teacher roundtables with other new educators in the first two years
  - c. Professional development opportunities offered by WEA and Pilchuck UniServ Council
  - d. Pilchuck New Educator program for all certificated members within their first five years in the profession
  - e. Pilchuck Diversity Network and MEA BIPOC to support Black, Indigenous, People of Color, as well as educators who identify as LGBTQIA+
  - f. Periodic cohort check-ins with MEA and District
10. **Grow Your Own (GYO) – Careers in Education:** The current collective bargaining agreement guarantees a Teacher in the High School Program. Through the Teacher Residency program, should additional funding be available, the District and MEA will collaborate on its use to help promote our grow your own programs.

Dated this 27<sup>th</sup> day of March 2023.

  
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Tory Kartchner  
MEA President

  
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Simone R. Neal  
MSD Executive Director, Talent and Human Resources

**Memorandum of Understanding  
Between  
The Mukilteo School District ("District")  
And  
The Mukilteo Education Association ("Association")**

**Student Behavior Support and Discipline Committee**

The District and the Association agree to appoint a joint Student Behavior Support and Discipline Committee beginning in the 2023-24 school year. The committee will address mutually identified needs during the 2023 bargaining process and the charge of the committee will be finalized at LMC, as well as other needs identified by the committee.

1. Schools will be provided with the guidance necessary to implement Article IV, Section 8.B.2. School Discipline Plan.
2. All schools will designate a space within their building to support student regulation and notify staff of the location.
3. The District will coordinate and provide professional development for staff scheduled to work in these designated spaces. For example, differentiated break systems, effective student check-ins, etc.
4. The District will develop and provide a Mukilteo School District School "MSD" Behavior Plan Guide, which will include resources and process to support administrators and staff in the review, revision and implementation of School Behavior Plans.
5. Phase 1 implementation and potential committee charges are as follows:

<b>Phase 1 (Immediate)</b>	<b>Committee 2023-2024</b>
<b>Create Foundation</b> Develop & use common language & systems	<b>Provide Guidance for System Improvement</b>
<b>School Behavior Plan</b> <ul style="list-style-type: none"> <li>• Provide &amp; share common tools, models, and process for the development/review of the School Behavior Plan (SBP)</li> <li>• Provide guidance and support to administrators</li> <li>• Align plans to best practices (ID loose/tight components)</li> </ul> <b>Individual Student Behavior Support Plan</b> <ul style="list-style-type: none"> <li>• Provide tools, structures and support for the development and implementation of 504, &amp; Individual Student Behavior Support Plan</li> </ul> <b>Plan Partnerships &amp; Communication</b> <ul style="list-style-type: none"> <li>• Provide templates, process, and role clarity for communication with families following a behavior incident</li> </ul>	<b>Possible Charge of the Joint Committee</b> <ul style="list-style-type: none"> <li>• Review and update common language and definitions to be shared system-wide</li> <li>• Review discipline data &amp; develop common data templates</li> <li>• Examine current practice, explore effective models, and develop standards for data reporting</li> <li>• Explore and select 1-2 Universal Screeners for pilot in 24-25</li> <li>• Identify evaluation and reflection tool for schools to use in understanding current practices and systems</li> <li>• Review and use MTSS &amp; Inclusionary Practices plans to inform work</li> </ul>

<p><b>Systems for Supporting Exceptional Behaviors</b></p> <ul style="list-style-type: none"> <li>• Create and share clear processes, strategies, and resources for responding to exceptional behaviors</li> </ul> <p><b>Professional Learning</b></p> <ul style="list-style-type: none"> <li>• Principals engage in PD – common tools and components in the School Behavior Plan</li> <li>• Principals supported in alignment and implementation of SBP</li> <li>• Staff engage in PD – common tools and components in the SBP</li> <li>• Staff engage review and input on SBP adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Review and provide feedback for updating MSD School Behavior Plan guide</li> <li>• Consider and identify possible PD</li> <li>• Explore PBIS-compatible resources for culturally and linguistically responsive teaching and provide recommendations for improving our work</li> <li>• Provide updates to LMC</li> </ul>
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Dated this 13th day of September 2023.



Tory Kartchner, President  
Mukilteo Education Association



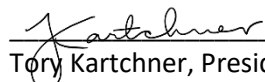
Patty Dowd, Assistant Superintendent  
Mukilteo School District

**Memorandum of Agreement  
Between  
The Mukilteo School District ('District')  
And  
Mukilteo Education Association ('Association')**

**Staffing Shortage for Psychologist**

The District has been unable to hire enough psychologists to meet student needs and there are no candidates in the hiring pool. Therefore, the parties agree to this non-precedent setting Memorandum of Agreement, which will end at the conclusion of the 2023-2024 school year. The District may choose to offer positions to qualified psychologists who may need to work off-site on a case-by-case basis. The District and Association agree to continue working in good faith to ensure that there is adequate Psychologist staffing to meet student needs.

Dated this 23<sup>rd</sup> day of October 2023.



Tony Kartchner, President  
Mukilteo Education Association



Patty Dowd, Assistant Superintendent  
Mukilteo School District