

COLLECTIVE BARGAINING AGREEMENT
between
LAKE STEVENS SCHOOL DISTRICT NO. 4
and
LAKE STEVENS EDUCATION ASSOCIATION
2021-2024

2021-2024 Stipends

Section	Description	Amount
5.09.D.3	New Teacher Mentor	500.00
5.10.E	Department Head	1850.00 per year
5.10.I	Summer School	Per Diem
5.10.J	School Data Teams	500.00
7.01.B.6.	Curriculum Rate	38.00 per hour
7.06.A	Driver Training – Classroom	36.01 per hour
7.06.A	Driver Training – Driving	31.41 per hour
7.07.A	Mileage Reimbursement	IRS maximum
7.07.C	Meal Reimbursement Limit	43.46 per day
7.10.B	Teacher Class Coverage	curriculum rate per class
7.11	Professional Growth (funded per building)	3000.00 + 20 sub days
7.12	Service Stipend	3395.58 per year
7.14	National Board Certification	500.00 (one-time stipend)
7.15	Psychologist – NASP Certification	2000.00
8.02.D	Supervisory Activities	29.00 per hour
8.01.C	Elementary Conferences	curriculum rate
8.02.L	Elementary ^[OB]	225.00 stipend per employee
8.08	IEP Conference	curriculum rate
Appendix 10	Co-Curricular Schedule Minimum (Col. E, O years)	1535.00 per regular season
Appendix 10	Co-Curricular Schedule Maximum (Col. AA, 6 years)	5998.00 per regular season
Appendix 10	Co-Curricular - Column AA* - Extended Season Advisor	156.00 per week
Appendix 10	Co-Curricular - Column AA* - Extended Season Assistant	109.00 per week
Appendix 10	Co-Curricular - Column B* - Extended Season Advisor	120.00 per week
Appendix 10	Co-Curricular - Column B* - Extended Season Assistant	84.00 per week

ARTICLE 1	RECOGNITION AND DEFINITIONS	8
SECTION 1.01	RECOGNITION	8
SECTION 1.02	DEFINITIONS	9
ARTICLE 2	STATUS AND ADMINISTRATION OF AGREEMENT	10
SECTION 2.01	RATIFICATION AND MUTUAL CONSENT	10
SECTION 2.02	RELATIONSHIP TO POLICIES, PROCEDURES, PRACTICES, RULES AND REGULATIONS..	10
SECTION 2.03	COMPLIANCE OF AGREEMENT	10
Section 2.04	CONFORMITY TO LAW.....	10
Section 2.05	DISTRIBUTION OF AGREEMENT	10
Section 2.06	APPENDICES AND EXHIBITS	11
Section 2.07	LABOR MANAGEMENT COMMITTEE	11
ARTICLE 3	MANAGEMENT RIGHTS.....	12
Section 3.01	MANAGEMENT RIGHTS	12
Section 3.02	STRIKES AND LOCKOUTS	12
Section 3.03	SIGNIFICANT RESOURCE CHANGE	12
ARTICLE 4	ASSOCIATION RIGHTS.....	13
Section 4.01	EXCLUSIVITY	13
Section 4.02	ACCESS AND BUILDING USE.....	13
Section 4.03	EQUIPMENT USE	14
Section 4.04	MEMBERSHIP COMMUNICATION	14
Section 4.05	AVAILABILITY OF INFORMATION	14
Section 4.06	PAYROLL DEDUCTIONS AND REPRESENTATION FEES	15
Section 4.07	RELEASE TIME	16
Section 4.08	ASSOCIATION LEAVE	16
Section 4.09	ASSOCIATION PRESIDENT’S RELEASE TIME.....	16
ARTICLE 5	EMPLOYEE RIGHTS	18
Section 5.01	INDIVIDUAL RIGHTS	18
Section 5.02	RIGHT TO JOIN AND SUPPORT ASSOCIATION	18
Section 5.03	JUST CAUSE	18
Section 5.04	ACADEMIC FREEDOM.....	20
Section 5.05	DIGITAL SURVEILLANCE TECHNOLOGIES	20
Section 5.06	PERSONNEL FILES.....	20

Section 5.07	EMPLOYEE PROTECTION.....	21	
Section 5.08	STUDENT DISCIPLINE.....	23	
Section 5.09	INDIVIDUAL EMPLOYEE CONTRACT	25	
Section 5.10	SUPPLEMENTAL CONTRACT / CAREER & TECHNICAL EDUCATION EMPLOYEE CONTRACT		27
Section 5.11	ASSIGNMENT, VACANCIES, AND TRANSFERS.....	29	
ARTICLE 6 LEAVES		34	
Section 6.01	ANNUAL LEAVE	34	
Section 6.02	PERSONAL LEAVE	37	
Section 6.03	PARENTAL LEAVE	37	
Section 6.04	CHILD CARE LEAVE	38	
Section 6.05	BEREAVEMENT LEAVE	39	
Section 6.06	JURY DUTY AND SUBPOENA LEAVE.....	39	
Section 6.07	WA STATE PAID FAMILY AND MEDICAL LEAVE (PFML).....	39	
Section 6.08	ATTENDANCE AT MEETINGS AND CONFERENCES	40	
Section 6.09	LEAVES FOR VISITATION OF SCHOOLS.....	40	
Section 6.10	MILITARY LEAVE	40	
Section 6.11	DOMESTIC VIOLENCE LEAVE	41	
Section 6.12	LEAVE OF ABSENCE	41	
ARTICLE 7 SALARIES, STIPENDS, AND BENEFITS		42	
Section 7.01	COMPENSATION	42	
Section 7.02	PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE.....	43	
Section 7.03	PAYROLL DEDUCTIONS.....	45	
Section 7.04	PAYMENT PROVISIONS	45	
Section 7.05	ACTIVITY PAYMENT SCHEDULE	46	
Section 7.06	DRIVER TRAINING SALARIES	47	
Section 7.07	TRAVEL.....	47	
Section 7.08	INSURANCE BENEFITS	47	
Section 7.09	LIABILITY INSURANCE.....	50	
Section 7.10	CLASS COVERAGE.....	50	
Section 7.11	PROFESSIONAL GROWTH	51	
Section 7.12	SERVICE STIPEND	51	
Section 7.13	ADVANCED PLACEMENT EMPLOYEES.....	51	

Section 7.14	NATIONAL BOARD CERTIFICATION.....	51
Section 7.15	PSYCHOLOGISTS.....	51
Section 7.16	NEW EDUCATORS	52
ARTICLE 8	OTHER TERMS AND CONDITIONS OF EMPLOYMENT.....	53
Section 8.01	EMPLOYEE WORK YEAR.....	53
Section 8.02	EMPLOYEE WORK DAY	55
Section 8.03	CLASSROOM VISITATIONS	58
Section 8.04	EMPLOYEE FACILITIES.....	58
Section 8.05	SAFE WORKING CONDITIONS	59
Section 8.06	CERTIFICATED STAFF REDUCTION PROCEDURES.....	59
Section 8.07	WORK LOAD	62
Section 8.08	IEP CONFERENCES	72
Section 8.09	HIGHLY QUALIFIED	72
Section 8.10	JOB SHARING	72
Section 8.11	CERTIFICATION MAINTENANCE	73
Section 8.12	EXPECTATION OF TRAINING	73
Section 8.13	STATE ASSESSMENT SCHEDULE.....	73
Section 8.14	CURRICULUM ADOPTION COMMITTEE	74
Section 8.15	WA-KIDS.....	74
Section 8.16	EQUITY COMMITTEE	74
ARTICLE 9	EVALUATION	75
Section 9.01	EVALUATION PROCEDURES-EDUCATIONAL SUPPORT ASSOCIATE.....	75
Section 9.02	EDUCATIONAL SUPPORT ASSOCIATE CRITERIA.....	80
Section 9.03	EVALUATION PROCEDURES-GENERAL PROVISIONS CLASSROOM TEACHER AND LIBRARY MEDIA SPECIALISTS	82
Section 9.04	COMPREHENSIVE EVALUATION	84
Section 9.05	FOCUSED EVALUATION	88
Section 9.06	SUPPORT FOR BASIC AND UNSATISFACTORY RATINGS	91
Section 9.07	PROVISIONAL EMPLOYEES	91
Section 9.08	PROBATION	92
Section 9.09	NON-RENEWAL	94
ARTICLE 10	SUBSTITUTES.....	96

Section 10.01 NOTICE TO ASSOCIATION	96
Section 10.02 RATE OF PAY AND BENEFITS.....	96
Section 10.03 PROVISIONS APPLICABLE TO LONG-TERM SUBSTITUTES	97
ARTICLE 11 GRIEVANCE	98
Section 11.01 GRIEVANCE PROCEDURES	98
DURATION.....	101
EXECUTION AND SIGNATURES.....	101
APPENDICES,	102
Appendix 1 INVENTORY OF PERSONNEL FILE	102
Appendix 2 CERTIFICATED EMPLOYEE CONTRACT (FORM A)	103
Appendix 3 PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT (FORM B)	104
Appendix 4 SUPPLEMENTAL CONTRACT	105
Appendix 5 PROFESSIONAL LEARNING / ENRICHMENT	106
Appendix 6 REQUEST FOR VOLUNTARY REASSIGNMENT	107
Appendix 7 REQUEST FOR VOLUNTARY TRANSFER	108
Appendix 8 Certificated Salary Schedule	109
2021-2022 CERTIFICATED SALARY SCHEDULE (BASE & ENRICHMENT).....	109
Appendix 9 2021-2022 CERTIFICATED SALARY SCHEDULES.....	110
Appendix 10 2021-2022 CO-CURRICULAR SALARY SCHEDULE.....	111
Appendix 11 2021-2022 ELEMENTARY ASSESSMENT CALENDAR (Fall and Winter)	112
Appendix 12 2021 -2022 ELEMENTARY ASSESSMENT CALENDAR (Spring).....	113
Appendix 13A PERFORMANCE EVALUATION – TEACHER.....	114
Appendix 13B COMPREHENSIVE FINAL EVALUATION - DANIELSON RUBRIC	115
Appendix 13C FOCUSED FINAL EVALUATION	118
Appendix 14 PERFORMANCE EVALUATION – ESA	120
Appendix 15 (Form A) COMPLAINT BY THE AGGRIEVED	121
Appendix 16 (Form B) Step 1 DECISION OF IMMEDIATE SUPERVISOR.....	122
Appendix 17 (Form C) Step 2 DECISION OF SUPERINTENDENT.....	123
Appendix 18 (Form D) Step 3 DETERMINATION REGARDING ARBITRATION	124
Appendix 19 (Form E) Step 4 DETERMINATION OF ARBITRATOR	125
Appendix 20 2021-2022 STUDENT CALENDAR	126
Appendix 21 SLP / OT / PT EXPERIENCE FORM.....	127

Appendix 22 VERIFICATION OF PROFESSIONAL EMPLOYMENT.....	131
Appendix 23 COLLABORATIVE PLANNING FORM	132
Appendix 24 MOA – EARLY RELEASE FRIDAYS.....	134
Appendix 25 PROCESS FOR CALENDAR ADOPTION	135
Appendix 26 Memorandum of Agreement: common planning time	141
INDEX.....	138

PREAMBLE

THIS AGREEMENT is entered into between the Board of Directors and the Lake Stevens School District No. 4, County of Snohomish, Washington, hereinafter referred to as the “Board” or “District”, and the Lake Stevens Education Association hereinafter referred to as the “Association”.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lake Stevens School District is their mutual aim, and

WHEREAS, the quality of such education depends in large part upon the caliber and morale of the certificated EMPLOYEES represented by the Association, and

WHEREAS, the Board has a statutory obligation, pursuant to the Educational Employment Relations Act, RCW 41.59, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement;

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

ARTICLE 1 RECOGNITION AND DEFINITIONS

SECTION 1.01 RECOGNITION

- A. Pursuant to the Educational Employment Relations Act, RCW 41.59, the Board of Education of the Lake Stevens School District No. 4 does hereby recognize the Lake Stevens Education Association as the exclusive bargaining representative for the bargaining unit defined below:
1. The bargaining unit shall include all non-supervisory, certificated personnel which shall include substitute employees to the extent defined in Section 1.02 Definitions, employed or on leave by the Board of Education with the following exclusions:
 - a. The Chief Administrative Officer;
 - b. The Administrative Officers, including:
 - i. Assistant Superintendent
 - ii. Administrative Assistant
 - iii. Business Manager
 - c. Supervisors, including the Vocational Director of Instruction, Special Programs Director, and Executive Director of Human Resources;
 - d. All confidential employees;
 - e. All principals and vice principals;
 - f. All casual substitutes;
 - g. All employees hired for positions not requiring a certificate.
 2. Said positions shall be excluded from the bargaining unit unless determined by the Public Employment Relations Commission that any or all of said positions must not be excluded then such positions shall not be excluded.
 3. Once in the bargaining unit, part time and long term substitutes shall continue to be in the unit so long as available to be employed by the District as a substitute.
 4. Positions that are not in the District at the time of execution hereof which may be added at a later date or positions which are substantially restructured will be set forth in a job description and submitted to the Association for discussion regarding inclusion or exclusion in the bargaining unit.
- B. In the event of an unresolved dispute regarding inclusion or exclusion, either party may submit the matter to the PERC for determination. Any such dispute shall not prevent the District from posting and/or filling any positions in question.
- C. It is acknowledged the Association may have concerns regarding the District contracting out services that would normally be provided by employees who are members of the Association's bargaining unit. The District and the Association will meet and discuss the efforts made by the District to fill such position(s) prior to offering any new contract out situations and 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.

SECTION 1.02 DEFINITIONS

- A. Unless the context in which they are used clearly requires otherwise, when used in this Agreement:
1. The term "Agreement" shall mean this entire contract.
 2. The terms "Association" and "LSEA" shall mean the Lake Stevens Education Association.
 3. The term "Board" shall mean the Board of Directors of the Lake Stevens School District No. 4.
 4. The term "District" shall mean the Lake Stevens School District No. 4.
 5. The term "WEA" shall mean the Washington Education Association.
 6. The term "NEA" shall mean the National Education Association.
 7. The term "Employee" shall refer to all employees represented by the Association in the bargaining unit as defined in Article 1, Section 1.01, provided that the term "classroom teacher" when used shall mean those employees whose work assignment is the instructional classroom.
 8. The term "Days" shall mean calendar days unless specifically defined in this Agreement.
 9. The term "Act" shall mean the Educational Employment Relations Act, RCW 41.59.
 10. The term Career and Technical Education (CTE) course shall mean that a CTE course is a state and federally recognized 7-12 class represented by a CIP code through OSPI. The course objectives of CTE courses include the development and assessment of local, state and federal competencies and academic standards that align to current labor market data within specific program areas.
 11. The term "CTE Teacher" shall mean that a teacher is considered a CTE teacher if they possess a valid CTE certificate issued by the Office of Superintendent of Public Instruction and teaches a recognized and approved CTE course according to the preceding criteria.
 12. "Part-Time Substitutes" shall be defined as substitute certificated employees employed by the District for more than thirty (30) days of work within either the current or immediately preceding school year or who continue to be available for employment as substitutes.
 13. "Long-Term Substitutes" shall be defined as substitute certificated employees employed by the District to replace a member of the bargaining unit who is absent from their regular assignment in excess of twenty (20) consecutive days.
 14. "Leave Replacement" employees shall be defined as employees for ninety (90) or more consecutive days of work in the same assignment replacing a certificated staff member on leave of absence.

ARTICLE 2 STATUS AND ADMINISTRATION OF AGREEMENT

SECTION 2.01 RATIFICATION AND MUTUAL CONSENT

- A. This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof.
- B. It shall become effective in accordance with the Duration Clause herein.
- C. This Agreement may be amended or modified during its term only with the mutual consent of both parties.

SECTION 2.02 RELATIONSHIP TO POLICIES, PROCEDURES, 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 2.03 COMPLIANCE OF AGREEMENT

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

Section 2.04 CONFORMITY TO LAW

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

Section 2.05 DISTRIBUTION OF AGREEMENT

- A. Within thirty (30) days of the Association's ratification of this Agreement, the parties shall agree to the minimum number of copies to be printed and the method of printing. It is understood that basic General Membership access to the Agreement will be via the District or the Association website.
- B. The copies shall be distributed as follows:
 - 1. Two Hundred Fifty (250) copies to the Association;
 - 2. Up to One Hundred (100) copies to the District;
 - 3. The Association shall provide all new employees a copy of the Agreement.
- C. The parties shall attempt to agree on style and format of the Agreement. A representative appointed by the Association President shall approve the final proofs of the Agreement prior to its printing.

- D. There shall be two (2) signed (executed) copies of this Agreement, to be distributed as follows:
 - 1. One (1) for the Association;
 - 2. One (1) for the District.
- E. All copies of the Agreement shall be bound separate and apart from any agreement with any other employee group.
- F. The District and the Association shall evenly share the actual printing cost.

Section 2.06 APPENDICES AND EXHIBITS

- A. The appendices are an integral part of this Agreement and by this reference are incorporated herein.
- B. The exhibits are an integral part of this Agreement and by this reference are incorporated herein.

Section 2.07 LABOR MANAGEMENT COMMITTEE

The District and the Association will meet in Labor-Management Committee throughout the duration of the Agreement to manage and interpret the Agreement and conduct labor relations. The agenda will be co-created and sent out in advance of the meeting to all participants. The parties will determine if any additional people need to occasionally attend LMC to provide specific information and allow for problem solving and thoughtful discussion. LMC participants agree to honor time and preparation commitments.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.01 MANAGEMENT RIGHTS

Any management functions not specifically covered or limited in this Agreement shall be retained by the Board and its designees to include the right to direct the work force; hire, promote, retain, transfer, and assign employee; suspend, discharge, demote, or take other disciplinary action; release employees because of layoff; and to determine the methods, the means, and the personnel by which operations are conducted.

Section 3.02 STRIKES AND LOCKOUTS

- A. The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any strike by the employees and/or the Association. Should a strike occur which is specifically prevented by this Agreement, the Association will make reasonable efforts to instruct the employees to return to work. Employees not returning to work may be subject to disciplinary action.

- B. The parties recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized by this Agreement any lockout of employees by the Board or the District's management personnel. In the event that such a lockout occurs which is in violation of this Agreement, the District may be liable for all damages suffered by its employees.

Section 3.03 SIGNIFICANT RESOURCE CHANGE

The Association and the District acknowledge that financial aspects of this Agreement are based on known or anticipated revenue. In the event of a double levy failure, other significant loss of revenue beyond the control of the District, or significant unexpected increase in revenue, the Association and the District shall meet and confer, share and discuss the cause of the significant change, and as appropriate, bargain changes to the Agreement.

When the state enacts major funding changes beyond the District's control such as changes in compensation funding or funding of contract days, the Association and the District will meet and confer and, as appropriate, negotiate the impact and effect of such changes.

ARTICLE 4 ASSOCIATION RIGHTS

Section 4.01 EXCLUSIVITY

- A. Throughout this Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.
- B. Rights and privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent or otherwise communicate with employees represented by the Association unless required by Washington public record statutes or other legal requirement.
- C. Payroll deduction for organization dues and the right to participate as an organization representing employees in grievance processing shall be an exclusive right of the Association.
- D. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

Section 4.02 ACCESS AND BUILDING USE

- A. Duly authorized members of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Said members of the Association shall follow building protocol for guest check in.
- B. Requests for the use of the school building shall be placed with the building principal, who shall grant or deny use, except that requests for use of the school building for general membership meetings shall follow District procedures and policies for facility use. No charges shall be made for such approved use of the building. The Association shall be responsible for damages resulting from such use.
- C. New Employee Orientation and Staff Meetings:
The Association will be placed on the agenda for any group District orientation programs scheduled for newly hired, certificated employees. At a minimum, the Association will have forty-five (45) minutes of "paid time." At the Association's discretion, this forty-five (45) minutes will be placed adjacent to the employee's duty-free lunch. This includes any group orientations for employees hired after the August orientation. The Association has the right to include Association information and forms in all new-hire District packets.

In addition, upon request, the Association will be placed on the agenda as a post- faculty meeting Association item in order to present brief reports or announcements.

Section 4.03 EQUIPMENT USE

- A. The Association may use school equipment at times it is not scheduled for other use.
- B. Use of equipment shall be limited to outside of the employees' work day and at times when the equipment is not scheduled for other use.
- C. The Association shall pay only for the actual cost of materials and supplies incident to such use.
- D. The Association shall assume financial responsibility for damage, repair, and loss of equipment incident to such use.

Section 4.04 MEMBERSHIP COMMUNICATION

- A. Each school site shall have an Association bulletin board located in an office or work area commonly accessed by employees (i.e. copy room, faculty room). The Association shall have the right to post notices of Association business and position openings on the Association bulletin board provided such notices are clearly identified as Association notices, and/or Association affiliate notices.
- B. Inter-school mail facilities, including email, may be used for distribution of Association communications so long as such communications are identified as Association materials, and/or Association affiliates' materials, and so long as it is not a disruption of the instructional program.
- C. The Association and/or its affiliates shall assume sole responsibility for such notices or materials.

Section 4.05 AVAILABILITY OF INFORMATION

- A. The Board shall send when they are prepared and updated by the District, without cost to the Association, copies of the following or at the intervals stated:
 - 1. Annual financial reports and audits (included in Board packet);
 - 2. Monthly revenue and expenditure reports (included in Board packet);
 - 3. Agendas and minutes of all Board meetings (included in Board packet);
 - 4. Student enrollment (monthly);
 - 5. Names and addresses of all employees (annually and mid-term, if requested);
 - 6. Association membership data (annually and mid-term, if requested);
 - 7. An alphabetical list of staff members indicating their years of experience in Washington and in the District (annually and subject to Section 8.06 of this Agreement).
- B. The Association shall be entitled to examine all public records and documents. Any copies of such documents not listed herein will be provided at the sole expense of the Association.
- C. The District, within ten (10) calendar days of their official hiring or first working day, whichever occurs first, shall notify the Association in writing of the names, address, phone numbers, and assignment (if known) of all new employees who will become members of the bargaining unit represented by the Association.

Section 4.06 PAYROLL DEDUCTIONS AND REPRESENTATION FEES

- A. On or before September 15, the Association shall give written notice to the District of:
 - 1. The dollar amount of individual dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming year under payroll deduction and;
 - 2. The total for these deductions shall not be subject to change during the school year.
- B. The deductions authorized above 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. Employees that commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed.
- C. The District agrees to promptly remit directly to the Washington Education Association (or the Association selected designee) all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be provided the Association as a record of said transaction on which the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- D.
 - 1. The Association agrees to reimburse any employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.
 - 2. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted, or judgment rendered, against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).
- E. Membership Deductions: Within ten (10) days of an employee decision to become a member of the Association, a dues deduction form provided by the Association should be delivered to the Business Office. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.
- F. The Association shall have the exclusive right to have deducted from the salaries of its members once authorized by the individual member any association-connected political action committee dues.
- G. Representation Fee Deductions: It is understood that the Association may establish provisions for an employee to elect not to be a member but still elect to pay a voluntary representation fee. The Association will notify the District of any employee who makes such election and the amount to be deducted from the employee's pay.

Representation fee deductions shall be handled and transmitted by the Board in the same fashion as membership deductions as provided for in this Article.

- H. These provisions shall be applied without cost to the employee or Association.

Section 4.07 RELEASE TIME

- A. Whenever Association representatives, grievants, or witnesses are mutually scheduled with the Board's or administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay.
- B. The employee taking such leave shall provide lesson plans and do all necessary follow-up work for the days the employee is on leave.
- C. The parties agree that whenever possible such negotiations and grievance hearings will be scheduled after normal school hours.

Section 4.08 ASSOCIATION LEAVE

- A. Forty (40) days of District paid employee leave shall be granted each year of this Agreement except fifty (50) days in the final year of the Contract to the Association at such times and in such amounts as requested by the President of the Association for use as deemed appropriate by the Association. In addition to the forty/fifty (40/50) days, the District shall grant additional days up to thirty (30) for the purpose of releasing Association members who are elected to the WEA Board or assigned a national or state association-related, or Pilchuck UniServ Council responsibility. No individual employee shall miss more than fifteen (15) days (with day defined as [seven] 7 hours) per year for activities outlined above. By July 31 the Association shall reimburse the District for substitute costs of all Association Leave days used the previous year.
- B. The Association shall reimburse the District for the cost of the substitute. The individual employee shall not be docked in pay. The employee taking such leave shall provide lesson plans and do all necessary follow-up work for the days the employee is on leave.
- C. The Association President shall attempt to give at least forty-eight (48) hours' notice.

Section 4.09 ASSOCIATION PRESIDENT'S RELEASE TIME

Upon the Association's written request, the District agrees to release the Association President from their regular assignment up to full time basis. If the Association requests less than half-time release, the District and the Association shall confer to determine if the District can or cannot accommodate the request. The Association shall provide written notice to the District by June 1 of each year regarding how much release time is to be applied. The release time shall be without loss of salary, accrual of seniority, salary advancement, or other rights accorded full-time employees, subject to the Association reimbursing the District the percentage of FTE

for release time times the total cost of the President's salary and benefits. Reimbursement shall include such costs as salary, social security, industrial insurance, pension, health and welfare, and other related employer payroll items. Such reimbursement shall be paid quarterly upon receipt of a billing by the District. Upon completion of the school year for which released time is taken, the Association President shall be guaranteed their original position for the following school year, or a comparable position.

The Association President may elect on occasion to serve as a substitute within the District and shall be paid at their per diem rate of pay. Such compensation shall be deducted from the release time reimbursement cost to be billed to the Association.

ARTICLE 5 EMPLOYEE RIGHTS

Section 5.01 INDIVIDUAL RIGHTS

- A. The District and the Association shall not unlawfully discriminate with respect to employment of any person or with respect to application of the provisions of this Agreement to any employee because of such person's age, gender, gender identity, marital status, sexual orientation, race, creed, color, national origin, domicile or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular employee involved. Employees shall be treated and shall treat others with utmost professional regard, respect, and civility. Employees shall maintain equal standards of professionalism when interacting with parents, students, and community members. The District shall assist and support the employee in responding to situations where parents, students, community members and/or District staff fail to meet the same standard.
- B. The Lake Stevens School District and the Lake Stevens Education Association value an equitable, diverse, and inclusive educational environment for students and staff free of racial and gender discrimination. The rights recognized hereunder shall not be exclusive.
- C. Nursing mothers will be provided with a clean and private space with access to running water to pump breast milk where they will not be seen or disturbed, for up to twelve (12) months following the birth of their child. This space cannot be a restroom or custodial closet. Further, building principals will develop school schedules to allow a reasonable amount of time for breast milk pumping breaks that are spread throughout the day (planning time, recess, lunch). Employees needing this time and space will inform their principal/supervisor as soon as possible to allow time to arrange these accommodations.

Section 5.02 RIGHT TO JOIN AND SUPPORT ASSOCIATION

- A. Pursuant to the Act, every employee has the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. Membership in the Association shall not be required as a condition of employment.
- B. The Board agrees that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective bargaining with the Board, of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 5.03 JUST CAUSE

- A. No employee shall be warned or reprimanded without just and sufficient cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth.
- B. An employee shall be entitled to have present a representative of the Association during such disciplinary action. The employee shall be informed of the right prior to such action being taken. An employee shall be informed that they are entitled to have present a representative of the Association for any meetings held to conduct an investigation that could lead to disciplinary action, or for any follow-up meetings held after disciplinary action has been taken.

Nothing contained herein shall be interpreted as limiting the right of the employee's immediate supervisor to informally discuss potential job performance deficiencies with an employee.

- C. The District agrees to follow a policy of progressive discipline which normally should include: written warning, written reprimand, suspension without pay, and discharge. Discipline should be consistent with the seriousness of the offense. Individual steps of progressive discipline may be bypassed based on the seriousness of the misconduct. A verbal warning which is not reduced to writing is not considered a progressive disciplinary action although it does serve to provide notice to the employee of acceptable and unacceptable behavior.
- D. Suspension without pay, discharge, and other adverse actions shall be in accordance with statute. Should such actions be taken, the President of the Association shall be notified of the employee involved and what action has been taken.
- E. Complaints against any employee from any source whatsoever shall be promptly called to the attention of the employee. No action shall be taken upon any 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 ten (10) days of the District becoming aware of the complaint to the employee concerned unless the time is extended by mutual consent of the Association and the District. 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 this paragraph have been followed.
- F. No disciplinary action more than three (3) years old shall be applied toward future disciplinary actions unless the same or related offense was committed during the three (3) year period of time. If the same or related offense was not committed in said three (3) year period, any documents in the employee's personnel file related to the original disciplinary action shall be expunged and destroyed upon written request of the employee and subject to any legal requirements.
- G. No correspondence or other material, except routine personnel data, shall be included in an employee's personnel file if a copy of said material has not been made available to the employee. An employee shall have the right to attach their own response to any of the above-mentioned materials in their personnel file.
- H. The District may temporarily remove an employee from their assignment by placing the employee on administrative leave with pay pending an investigation or legal proceeding into alleged misconduct in accordance with the following:
 - 1. This administrative leave action shall not be considered disciplinary and shall be an administrative leave with full pay and benefits.
 - 2. The District shall base its actions on such consideration as risk to students, self, or others; disruption of the educational or work environment and/or legal proceeding.
 - 3. The employee and the Association President shall be notified at the time an employee is placed on administrative leave of the basis for the administrative leave.
 - 4. The District will begin the investigation in a timely and efficient manner as is reasonable given the circumstances and engage sufficient resources to complete investigations in a timely manner. If

circumstances cause the administrative leave to extend more than five (5) days beyond the investigation period, the District will notify the Association of the circumstances.

Section 5.04 ACADEMIC FREEDOM

- A. Academic freedom in the study, investigation, presentation, and interpretations of facts and ideas concerning human society, the physical and biological world and branches of learning shall be guaranteed to employees. Employees shall recognize their responsibility to teach democratic traditions, to demonstrate concern for the welfare, growth and development of children, to insist on objective scholarship, to guide discussions and class procedures with thoroughness and objectivity, and to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of tentative judgment, and the virtue of respect for conflicting opinions. The employee shall maintain their responsibility to work toward course goals.
- B. The right to academic freedom herein established shall include the right to support or oppose political, religious or ideological causes and issues away from school activities.
- C. Citizen complaints relative to academic freedom shall be handled in accordance with Board Policy (No. 6008). During the term of this contract, the Board is free to change said policy, provided that such change shall not affect a complaint that is being processed.
- D. District approved curriculum and educational program shall be used by teachers who may in turn apply their own knowledge and expertise in delivery of the curriculum. Curriculum delivery shall be based on the needs of the students and professional judgment of the teacher who may adjust the pace of instruction while adhering keeping in mind to the pacing guide and scope and sequence of instruction. A grade level or department team, in consultation with and approval of the building principal, may alter the date of any Homeroom Premium/District-level assessment in order to best meet the needs of students.
- E. Should a teacher determine that the District curriculum is outdated or otherwise in need of revision, the teacher shall bring the concern and any recommendations forward to the school administrator who will coordinate with District staff to determine what changes if any are appropriate and to grant an exception to the use of District curriculum pending any necessary revisions.

Section 5.05 DIGITAL SURVEILLANCE TECHNOLOGIES

No electronic device shall be used by the District for the purpose of listening to or viewing a certificated employee or group of certificated employees in their designated classroom or work area unless it is agreed to by the Association President and the Superintendent or is otherwise undertaken by law enforcement. The provisions of this paragraph do not prevent the District from utilizing security cameras in common areas such as parking lots, common areas, and school hallways, nor does it preclude the District from monitoring proper use of District technology as provided for in District policy.

Section 5.06 PERSONNEL FILES

- A. Each employee's personnel files should contain the following minimum items of information: the employee's annual evaluation reports, copies of annual contracts, teaching certificate, and transcript(s) of academic records.
- B. Employees or former employees shall, upon request, have the right to inspect, during normal business hours, all contents of their complete personnel file as well as employment references transmitted by the District unless such

employment references are part of a confidential credential authorized by the employee. Said inspection must take place within the office in which such records are maintained. The administration may stipulate that said inspection must take place in the presence of designated District personnel to ensure safe keeping of said file.

1. Upon request, a copy of any documents contained therein shall be afforded to the employee at cost.
 2. Anyone, at the employee's request, may be present at this inspection.
 3. Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify the contents of the personnel file at the time of inspection by the employee (Appendix 3).
- C. College/University credentials that are confidential shall be returned or destroyed at the request of the employee.
- D. All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the current school year, and the preceding three (3) years.
- E. Any incident not reduced to writing within one (1) year from the time of the incident shall not later be added to the personnel file.
- F. No secret, duplicate, alternate, or other personnel file shall be kept anywhere by the District except that:
1. A separate file for processed grievances shall be kept apart from the employee's personnel file; such a grievance file to be open for inspection by the employee.
 2. A separate file for evaluations may be kept by individual building principal or other designated evaluators. Such files shall be open for inspection by the employee. No information contained in the evaluator's file may form the basis for any reprimand, warning, discipline or adverse effect unless said information was transmitted to the personnel file within the same school year it was obtained. The evaluator's file is not part of the personnel file.
 3. Upon request an employee may review their separate file and may request removal of any document(s) from the file that the employee feels is no longer relevant. The principal will consider and approve/disapprove the request. When disapproved, the employee may request further review by the Assistant Superintendent for Human Resources who will consult with the Association President prior to making a final decision.
- G. The employee may, at their discretion, attach appropriate materials of their choice to any materials in the personnel file, or the evaluator's file.
- H. Documents in employee personnel files shall not be copied or made available to any person not an employee or agent of the District, provided this shall not negate the Association's right to such material to the extent reasonably necessary for its representation function.

Section 5.07 EMPLOYEE PROTECTION

- A. Inappropriate behavior directed toward employees: The District does not expect employees to tolerate abusive, intimidating, threatening, or harassing behavior, whether in a verbal, written, or electronic form, from any student, parent, guardian, or other person. The District will support an employee faced with such behavior.
1. Initial reaction will be for an administrator to meet with the employee and work together to resolve the immediate situation and to develop an appropriate district and/or employee response and action plan.

2. The immediate response and or action plan may include a determination that there is reason to involve law enforcement.
 3. 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 will contact an administrator to have the individual removed.
 4. When an employee is faced with communication of an abusive, intimidating, threatening or harassing nature, the employee is not obliged to respond directly to this communication. The employee shall inform the building administrator who will assist in resolving or responding to the issue.
- B. In the event the district is made aware by the employee or other sources that a social media or other online platform is being used to criticize an employee the following steps will be taken:
1. If the communication is harassment of an employee, the district will meet with the employee and work together to develop a plan to respond and attempt to resolve the issue.
 2. If the information is posted by a student or other employee of the district in violation of technology ethics, the district will investigate the issue and take appropriate action or discipline against the offender.
 3. If the harassment is of a malicious nature, the employee may choose to involve law enforcement or otherwise seek legal assistance. If the issue is directly related to the employee's work the district will provide reasonable support and assistance in the employee's pursuit of legal action.
 4. If the communication is an allegation against the employee related to the employee's work, the district, as required, will undertake an investigation of the allegation. The district will endeavor to stop the continued posting of the allegation or related matters during its investigation or inquiry.
 5. No disciplinary action will be taken against an employee based on the web or social media posting. Any such action must be based on a thorough investigation by the district and through providing due process to the employee.
- C. The District shall protect and hold personally harmless any employee from any action, claim or proceeding instituted against him/her arising out of the performance or failure of performance of duties in employment with the District and hold him/her harmless from any expenses connected with the defense, settlement or monetary judgment from such actions except in case of willful negligence.
- D. An employee who sustains a personal injury in the course of employment shall receive their full District salary during the period of absence in an amount not to exceed their accumulated sick leave. This shall be determined by first deducting the amount of any workmen's compensation award made for the disability due to said injuries; PROVIDED THAT the difference between the amount of the employee's salary and any workmen's compensation award, if any, shall be charged to sick leave. In lieu of the above, an employee shall have the right to utilize full accumulated sick leave before applying for or receiving time-loss payments from industrial insurance.
- E. The Board shall reimburse the employee for replacement of major items of clothing, or personal property damaged beyond repair, destroyed or stolen, during the course of their employment, provided such loss is not the result of the employee's failure to take reasonable preventive measures and provided that any personal property is necessary for the carrying out of the District's educational objectives, and provided that the principal has approved the employee's utilization of their personal property to this endeavor. Personal property must be inventoried by employees on a form provided annually by the District. A list of personal equipment/property must be submitted at the beginning of each school year. Submission of the list by the employee does not constitute the principal's approval as required above.

Replacement shall be defined as depreciated value. If the employee makes claims under insurance coverage available to him/her individually or as an employee, the District obligation shall not exceed the difference between the depreciated value and an amount receivable through the employee's homeowner's insurance or other coverage. The District may at its discretion and sole cost, repair damaged items.

Upon request by an employee, the District shall designate a secured area for storage within their classroom/work space for employee's personal belongings.

- F. The District will provide employees with equipment which the District requires employees to utilize. The District will not hold employees responsible for loss or damage to such equipment when the employee has acted reasonably to safeguard such equipment.
- G. Employee's personal cell phones shall not be required for use in the performance of their work or duties.

Section 5.08 STUDENT DISCIPLINE

A. General Provisions:

1. Every employee has the right to expect acceptable behavior from all students and the duty and responsibility to maintain discipline and adequate educational atmosphere among all students under their direct or indirect control.
2. Discipline shall be enforced reasonably, fairly, and consistently among all students.
3. An employee may, at any time, use such reasonable force, consistent with the law, as is necessary to protect himself/herself, a fellow employee or administrator, or a student from attack, physical abuse, or injury.
4. The administration and Board shall support and uphold its employees in their use of prudent, legal and reasonable disciplinary measure, excluding the use of corporal punishment, to maintain order and protect the safety and well-being of students and employees.

B. Procedures:

1. Employee Responsibility:
In accordance with WAC 180.44.020 the employee shall maintain good order and discipline in such a way as to cause the least disruption of the educational process for the student and others.
2. Employee Authority:
 - a. Subject to the limitations set forth in the Student Rights and Responsibilities Policy in connection with the emergency removal of students, all employees shall have the authority to take disciplinary action to correct a student who disrupts normal classroom activities, abuses or insults an employee as prohibited by law, willfully disobeys an employee, 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.
 - b. Employees may also recommend the suspension or expulsion of students to the proper school authorities.

3. Employees' Rights:

Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students. This assistance and support includes:

- a. Consultation and feedback concerning disposition of student disciplinary problems, it is also understood that employees have a responsibility to seek clarification through communication with administrators regarding disciplinary problems;
- b. Recognition of an employee's right to be notified by the Principal whenever said Principal has received court notification that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court or any of the following offenses as defined by law:
 - i. A violent offense;
 - ii. A sex offense;
 - iii. Inhaling toxic fumes;
 - iv. A controlled substance violation;
 - v. A liquor violation;
 - vi. Assault – physical harm;
 - vii. Kidnapping, unlawful imprisonment, and custodial interference;
 - viii. Harassment; and
 - ix. Arson, reckless burning, and malicious mischief.

Information regarding any of the student offenses listed above shall be confidential and may not be used for student discipline. Employee involved in direct instruction or delivery of service to the student shall be notified by the administrator when a student has a compelling history of violent behavior resulting in criminal or serious disciplinary action involving long-term suspension or expulsion.

- c. Recognition and support of employee's rights to temporarily remove a student from a class or activity and direct such student to a designated site consistent with building discipline procedures and with the following provisions:
 - i. Except in emergency circumstances, the employee before temporarily removing a student must first attempt one (1) or more alternative forms of corrective action as otherwise set forth in this section.
 - ii. Such temporary removal may be for all or any balance of the school day, or up to the following two (2) days, or until the Principal or designee and employee have conferred, and the support of the teacher is satisfactory to the employee, the student may be returned earlier.
 - iii. In no event, without consent of the employee, may an excluded student return to class during the balance of that class or activity period on the day of removal or up to the following two (2) days, or until the Principal or designee and the employee have conferred.
 - iv. 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.

- v. When an employee brings forth a concern regarding a parent the Administrator will meet and confer with the employee and determine adequate support and mediation.
4. Administrator's Responsibility: The Administrator or designee will make every effort to deal with a disciplinary problem before returning the student to the classroom.
5. In instances when a student(s) makes a threat to one or more employees, and said threats become the subject of a Building Threat Assessment, all staff who provide direct instruction or intervention to this/these student(s) shall be notified. All Building Threat Assessment teams will include at least two (2) educators from the school where the threat was made. When the determination of a Building or District Threat Assessment is that the student(s) made a credible threat to students or staff resulting in emergency expulsion, prior to the student's return, staff members who provide daily direct instruction or intervention will meet and confer with the principal or designee for the purpose of providing input into the re-entry plan. Teacher(s) who are the specific target of a physical threat have the right not to have the student(s) return to their classroom. The request will be honored providing another placement in the District is available that meets the educational needs of the student.

Section 5.09 INDIVIDUAL EMPLOYEE CONTRACT

- A. Copies of the Contract: Three (3) copies of each contract in the form of Appendix 4, Form A, shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time it is signed. Two (2) copies are forwarded to the District Office to be signed by the Board. One (1) of these copies is then placed in the employee's personnel file and the second copy is returned to the employee.
- B. Provisional Contracts: Provisional employees' contracts in the form of Appendix 4, Form B, shall be provided for all new employees to the District. The provisional employee's contract shall meet the guidelines of state law. Copies of the provisional contract shall be in accordance with A. above.
- C. Release from Contract: An employee under contract shall be released from the obligation of the contract upon request under the following conditions:
 1. A letter of resignation must be submitted to the Superintendent's Office.
 2. A release from contract prior to July 1 shall be granted provided a letter of resignation is submitted prior to that date.
 3. A release from contract may be granted after July 1 provided a satisfactory replacement can be obtained.
 4. A release from contract shall be granted upon the employee's request in case of illness which is certified by proper medical authorities to make it impossible for the employee to continue in the District.
- D. Length of Contract:
 1. Extended days will be paid at the per diem rate based on 180 days unless a longer work year is funded as part of the state, in which case, the per diem rate is based on the revised number of days.
 2. In addition to the above, all employees shall have the option of working additional days as set forth in Section 7.01 herein. The employee may elect to work the release time at the assigned building or at an alternative district site. The employee will notify their building administrator of the alternative location.
 3. **New Employee and Mentor Program:**

New Employees to the District: The District shall provide a new employee induction program of up to four (4) days paid at curriculum rate prior to the start of the school year.

Mentor program: For teachers or ESAs with zero-one years' experience, the Principal or District administrator shall designate an in-building or job-alike mentor to provide support in addition to that of the building administrator. Mentee teachers/ESAs will be paid at curriculum rate for work with their mentor as approved by the administrator that occurs outside the normal duty day.

Teacher Mentees: Mentees will receive up to ninety (90) minutes per month of professional learning. The building administrator or designee (by agreement) is responsible for planning the professional learning. Mentors and mentees may also agree to meet individually to discuss specific questions or challenges. Non-mentor teachers and/or BEST Mentors leading Mentee professional learning will be paid at curriculum rate for preparation and presentation outside the normal duty day with administrative approval. Clock Hours credit, where applicable, will be offered to all participants.

ESA Mentees: ESA job-alike groups meet monthly to discuss topics based upon an agenda created by group members. During this time, professional development, problem-solving, and logistical conversations occur. In addition, when possible and appropriate, ESAs new to the District may be assigned to a building with another ESA for job-embedded support. If an ESA is assigned to a building without a job-alike partner, then, the District will identify a job-alike staff member in the district who can support the ESA. Newly selected mentors will be provided BEST training. ESA mentors with BEST training will receive a \$500 stipend for each year they support a mentee.

Mentors: The District will recruit a diverse mentor pool at each school and across the District to serve as BEST mentors. Each teacher or ESA who agrees to serve as a mentor and attend the BEST summer training will be paid a \$400 stipend with clock hours provided by the State as long as this program is funded by the State. Mentors trained during the school year will receive release time. Mentors may be matched with a new educator at their school or job-alike (district-wide). Assigned mentors will be provided with a one-time stipend of five hundred and 00/100 dollars (\$500.00) for each school year they mentor another employee as long as this program is funded by the State.

4. In recognition of the additional workload special education staff perform throughout the work year, and outside the workday and work year, the supplemental contracts offered and signed by Psychologists, SLPs, OT/PTs, special education and preschool teachers will be paid in twelve (12) equal payments over the course of the year.
5. Psychologists: The District will grant each 1.0 FTE psychologist a supplemental contract for ten (10) days extended time per year.
6. SLP: The District will grant each 1.0 FTE SLP employee a supplemental contract for eight (8) days extended time per year.
7. Special Education and Preschool Teachers: The District will grant each 1.0 FTE special education teacher and preschool teacher a supplemental contract for eight (8) days extended time per year.
8. Occupational Therapists: The District will grant each 1.0 FTE Occupational Therapist a supplemental contract for eight (8) days extended time per year.
9. The District will grant each 1.0 FTE Special Education TOSA and district BCBA a supplemental contract of eight (8) days extended time.
10. Split Class Teacher: For each teacher of a split class, the District will provide two (2) extended days per year through a supplemental contract in recognition of their additional workload.

11. Counselors: The District will grant each 1.0 FTE high school and middle school counselor a supplemental contract for ten (10) days extended time per year. Each 1.0 FTE elementary counselor will receive a supplemental contract for five (5) days extended time per year.
12. Librarians: The District will grant each 1.0 FTE librarian a supplemental contract for five (5) days extended time per year for each building to which they are assigned.

E. Calendar:

There will be 180 student days and five (5) professional learning days. The District/Building will control one-half of five (5) days and the individual will control one-half of five (5) days (3.5 hours each). On the October professional learning day employees will attend in-District professional development unless excused to participate in specific out of district professional development.

Seven hours of District/Building PLD time per year will alternate focus on equity, diversity, and cultural competence as described in ESSB 5044, or on social emotional learning as described in RCW 28A.415.440.

- F. Employees on a non-continuing contract for two (2) consecutive years shall be offered a continuing contract the following year if the position continues unchanged the following year and is not otherwise a leave replacement situation.

Section 5.10 SUPPLEMENTAL CONTRACT / CAREER & TECHNICAL EDUCATION EMPLOYEE CONTRACT

- A. There shall be a Supplemental Contract for District-specified co-curricular and supplemental assignments (Appendix 5).
- B. Supplemental Contracts shall be issued before any service is to be performed under the Supplemental Agreement.
- C. Payment for services performed under the Supplemental Contract shall be prorated over the twelve (12) month annual pay period or the remaining portion thereof. At the request of the employee, payment may be received in total sum on the June pay period.
- D. Appointments to co-curricular, special and supplement assignments are for one (1) year. The District shall notify employees in writing of appointment of the next year as early as is practical. In no event, and regardless of date of notification, do the continuing contract provisions apply to supplemental contracts.
- E. In the event that the District determines the need for official department heads (up to twelve [12] at the high school, mid-high, and middle school(s) employees performing such assignment will receive a stipend of one thousand eight hundred fifty dollars (\$1850.00). Duties and responsibilities will be consistent with a district developed job description to which current department heads will have an opportunity to review and provide input. Additionally, the elementary PE teachers shall have up to fourteen (14) hours per year release time to meet as a department. Agendas for these meetings will be submitted in advance.

The District may combine departments so that a department head is representing and responsible to at least ten (10) teachers.

Department heads shall be nominated yearly by the teachers within the department(s) and approved by the principal. All department heads shall be evaluated based on the job description.

- F. In the event that the District determines the need for extended days, all employees will be paid for the extended days at the per diem rate of 1/180 of their base salary on a supplemental contract i.e. 1/180 or otherwise adjusted by the state.
- G. Career & Technical Education (CTE) employees' supplemental contracts will be determined by the following process:
1. The definitions of "CTE Class" and "CTE Employee" contained in Article 1, Section 1.02 hereof, shall apply to this subsection;
 2. Each CTE employee shall meet with the CTE Director in the spring of each year, no later than June 1, to assess the needs of that CTE employee for extended time. The CTE Director and the employee shall attempt to mutually agree on the number of days of extended time, provided that in the event of disagreement over the number of days, extended time will be determined by the CTE Director based on the criteria outlined in 3. below. Should it become necessary by either the employee or the CTE Director to change the number of extended days after the start of the contract period, said change may be made only after discussion between the CTE Director, the employee involved, and the Association to address workload issues;
 3. In setting the number of days of extended time the following factors shall be considered:
 - a. The minimum recommended state standards for the particular program being considered;
 - b. The requirements of the District's program;
 - c. The level of funding available from all sources;
 - d. The required time for particular activities including the following:
 - i. State CTE Clock Hour Provider or College Credit CTE conferences (four [4] days for conferences held on the east side of the state, and three [3] days for conferences held on the west side of the state);
 - ii. State Recognized Career and Technical Student Organization (CTSO) leadership activities;
 - iii. Procurement of supplies;
 - iv. Supervision regarding CTE projects and home visits;
 - v. Job placement and coordination;
 - vi. In District CTE Staff Meetings and Program Maintenance (frameworks & Inventory);
 - vii. Organization and meeting with advisory councils (3 meetings in each school year October, January, April);
 - viii. District, regional or state-wide CTE meetings or conferences;
 - ix. Other items as approved by the CTE Director;
 - e. In no case shall a vocational teacher be offered less than two (2) extended days in recognition of advisory committee and CTE department meetings. These days are included, not in addition to, the days listed above.
 4. The activities to be covered by extended time shall be written out along with the times allowed by the CTE Director. No activity beyond the regular school day or year in excess of those required elsewhere in the Agreement shall be required unless extended time is granted for that activity. The evaluation of any particular activity shall take into account the amount of extended time granted for that activity.

- H. Co-curricular and supplemental assignments are defined as those identified in Appendix 11 and Driver's Training for the purpose of posting. Posting of supplemental contract positions, as far in advance of the date of the opening but in any event not less than one (1) week prior to the filling of the opening, shall be required for all new and vacant supplemental contract positions as outlined below and in the following priority order:
 - 1. All vacancies will be posted at the building where the vacancy occurs first;
 - 2. If within one (1) week the position has not been filled, the vacancy(ies) will be posted on the staff and the Association through District electronic bulletin board. Such postings shall include, if known, the specific assignment and building, the qualifications for the position and the procedure for applying. During the school year, such postings shall be placed on the District electronic bulletin board. During the summer such openings shall be posted at the District Office and mailed to the Association President.
- I. Summer school employees shall be paid their regular per diem rate of pay.
- J. In the event the District determines the need for school data teams, team members shall receive a stipend of five hundred dollars (\$500.00).

Section 5.11 ASSIGNMENT, VACANCIES, AND TRANSFERS

- 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 building to another.
 - 2. VOLUNTARY TRANSFER - a "voluntary transfer" shall mean a transfer from one building to another 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.
 - 5. VOLUNTARY REASSIGNMENT - a "reassignment" shall mean a change in an employee's assignment within a building, at the request of the employee.
 - 6. INVOLUNTARY REASSIGNMENT - an "involuntary reassignment" shall mean a change in an employee's assignment that was not requested.
 - 7. VACANCY - a "vacancy" exists whenever an employee resigns, retires, is transferred, reassigned, or takes a long-term leave, and the District intends to place a regular continuing contract employee in the former employee's position.
 - 8. NEW POSITION - a "new position" shall mean a new teaching or specialty position that did not previously exist and was not previously filled by any employee.
- B. General Provisions:
 - 1. In the determination of assignments and transfers, the convenience and work of the employees shall be considered to the extent that these considerations do not conflict with the educational program.
 - 2. No new position or vacancy may be filled without giving all present employees the opportunity to apply for a transfer and/or reassignment. Nothing is intended by the above to prevent the District from

reassigning or transferring current employees who have not voluntarily requested same so long as the provisions of this Section are followed.

3. In filling new positions or vacancies through transfer and/or reassignment of current employees, the District shall adhere to the following processes listed in priority order.
 - a. Through voluntary reassignment within the same school building;
 - b. Through voluntary transfer; and
 - c. Through involuntary reassignment or involuntary transfer, by first avoiding involuntary reassignments or involuntary transfers through placement of new hires.
4. Notwithstanding any other provisions of the contract, no employee shall have a right to selection for any given position if the employee has a documented history of misconduct, or current documentation of less than proficient performance (e.g., most recent summative evaluation less than proficient, currently under probation and a plan of improvement, or current written notification of probable end of the year evaluation below proficient). When exercising this provision, the Administrator has the responsibility to identify such deficiencies and communicate them to the employee. The Association retains the right to grieve such determination through the negotiated grievance process.

C. Assignments and Reassignments at Current School Site or Work Site: Employees may at any time indicate their preference for a specific program, subject(s), or grade level at their current school or work site by indicating their preference to their Principal or other appropriate supervisor by completing the form in Appendix 6. If the request is for the next school year, the form shall be filed with the District prior to March 1, or as employees are notified of posted positions. Employees requesting reassignment at their current school or work site shall be given consideration over new hires and voluntary or involuntary transfers so long as the same qualifications proscribed by paragraph E.3 below are met. Before the District utilizes involuntary reassignments of employees it shall exhaust voluntary reassignments or voluntary transfers and/or placement of new hires. The District or designee shall give tentative notice by close of the school to employees of assignments and changes in assignments for the following school year. After the close of school, the District or designee shall give written notice to employees of changes in assignments as soon as class schedules are determined.

D. Administrative initiated move: At least two (2) days of release time shall be given the affected employee in order to complete the move and become oriented to a new building, or at least one (1) day for a change in classroom, if the administrative initiated move occurs within ten (10) days before the school year starts or during the school year. Employees may opt to receive compensation at the substitute rate of pay in lieu of one or two release days as described above.

E. Postings:

1. Postings to the staff and Association President electronically, as far in advance of the date of the opening as possible, but in any event not less than one (1) week prior to the filling of the opening, shall be required for all new positions and all vacancies.
2. Posting required above:
 - a. Shall include, if known, the specific assignment, the qualifications for the position and the procedure and deadline for applying.
 - b. During the school year, shall be sent to certificated staff via District email and on the Lake Stevens School District Human Resources webpage.

- c. During summer break, job postings will be placed on the Lake Stevens School District Human Resources webpage and notice of postings sent to the Association President electronically.
- 3. The posting requirement contained herein shall not be required for any position to be filled by employment pool individuals in accordance with the Layoff and Recall procedure contained herein.

F. Voluntary Transfer: The following procedure shall be used for voluntary transfers:

- 1. Requests for transfers by an employee to a permanent (continuing) vacancy position will be submitted on the form in Appendix 7 as follows:
 - a. If the request is for the current school year, the employee will apply by the deadline given in the notice of vacancies and/or new positions.
 - b. If the request is that said transfer be effective for the following year, a generic request (no known posting(s) at this time) may be submitted by March 1.
 - c. After March 1, if the request is for a specific posted position, the employee shall specify same on the form (Appendix 7) and shall submit said form by the deadline contained on the posting.
 - d. Requests shall remain on file for one (1) year.
 - e. The District will consider internal transfer requests until August 15.
 - f. The District shall provide to the Association no later than March 15, copies of completed Appendix 7 forms. The District will also provide the Association an initial database indicating transfer granted, transfers denied, and transfers on hold. The Association will be notified as new transfers are granted.
 - g. The District may set aside the seniority transfer provision above for 1.25% of bargaining unit positions each school year provided that the above provisions are followed for all other vacancies. The District will notify the Association and the employee, in writing, when the seniority transfer provision above is to be set aside. If this provision is to be imposed on an employee for a third consecutive year, the employee has the right to seek review through the Transfer Appeal Committee (see Section E-9).
 - h. In the event a specific employee requests a transfer to two (2) or more vacancies and the District intends to use the set aside provisions herein, the District will be charged a maximum of one (1) set asides from its 1.25% in order to set aside the seniority transfer rights of the specific employee for all of the vacancies. This provision is limited to two (2) consecutive years for a specific employee.
- 2. No person from outside the District shall be hired until it has been determined that no current employee who has submitted a transfer request or who is being considered by the District for transfer is qualified for the available position pursuant to the following criteria:
 - a. Regulations of the State Board;
 - b. Appropriate teaching certificate(s) and endorsements by the time the employee begins the new assignment;
 - c. Qualifications in Special Education areas. This applies only to Special Education positions;
 - d. Qualified and willing to direct co-curricular activities directly related to the position applied for;
 - e. Employee's last summative/final evaluation was at least proficient or satisfactory.
 - f. Previous successful experience in an assignment directly related to the open position or evidence of educational background that reasonably would qualify the employee for the open position.

3. If there is only one (1) qualified employee for the open position in accordance with the qualifications set forth above, that employee shall be given the position.
4. When internal applicant qualifications as described above are reasonably equal, the position shall be given to the employee who meets the following criteria in priority order:
 - a. The greatest seniority as an employee of the District;
 - b. The greatest overall seniority (WA and out of state);
 - c. The total number of credits beyond the BA/BS degree as recorded in the Human Resources Services Department at the beginning of the school year will be the preference;
 - d. The person chosen by lot.
5. The provisions of E.1 through 4. above shall not apply to the following positions which are District-based: Instructional Coaches, Student Learning Specialists, OT's, PT's, SLP's and School Psychologists. Nothing prevents employees in District-based positions from seeking a voluntary transfer out of their position and into a building-based position, as described within Section 5.11.

This provision does not include building-based positions that are specifically assigned to one or more schools. Further, the same provisions shall apply only to existing school programs, unless the inclusion of newly established district-based positions are mutually agreed upon.
6. If an employee is not granted a transfer request, the Superintendent or designee shall explain to said employee why the request was not granted, in writing or verbally.
7. For any employee voluntarily transferred during a school year, they shall receive at least five (5) school days notice before reporting to a new building. The employee, at their option may waive this provision.
8. Upon request, employees transferred voluntarily will receive assistance from the District in moving instructional materials.
9. Senior employees denied transfer opportunities and who have met the qualification requirements described in E.2 above for two (2) consecutive years will be given the opportunity after the second denial to appeal the transfer decision to a Transfer Appeal Committee. Such appeal must be submitted in writing within five (5) days of the employee's notice of the denial. The Transfer Appeal Committee will be made up of the Association President, Assistant Superintendent or designee, a school or District administrator, the Association Building Representative from the school to which the employee wishes to transfer, and a mutually agreed upon fifth member. The committee will interview the employee requesting the transfer and any other staff determined to be relevant. The committee decision will be by majority vote. Employees who have their appeal granted will be transferred into the desired position. Employees who have their appeal denied will remain in their current assignment.

G. Involuntary Transfer:

1. When there is no in-District applicant who is qualified for an open position in accordance with all the provisions above, the District will consider non-District applicants and involuntary transfers. The District shall avoid involuntary transfers, if reasonably possible, when there are new hires yet to be placed. An involuntary transfer will be made only in the best interest of the District's instructional program.
2. Seniority (i.e., the least senior in District experience) shall be the first criteria in deciding involuntary transfers.
3. An employee who must be involuntarily transferred shall be given first consideration over non-District applicants for other open positions the employee may prefer.

4. At least five (5) school days written notice will be given to the employee who is to be involuntarily transferred.
5. Upon their request, employees transferred involuntarily will receive assistance from the District in moving instructional materials.
6. At least two (2) days of release time shall be given the affected employee in order to complete the move and become oriented to a new building, or at least one (1) day for a change in classroom, if the involuntary transfer occurs within ten (10) days before the school year starts or during the school year.
7. Employees who are involuntarily transferred will be given the priority in returning to their previous assignment during the two (2) years immediately following transfer if openings at their previous assignment and for which they are qualified become available.

H. Involuntary Transfer Seniority Exception:

1. The District may involuntarily transfer up to 0.5% of bargaining unit employees per school year for other causes than specified in F. above and without regard to seniority.
2. Further, in the event a building administrator has concerns 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 Human Resources Administrator and Association President to review such concerns with all parties and discuss potential solutions.

I. Intra-District Voluntary Staff Exchange:

1. With approval by both staff members, and their administrators, and the Assistant Superintendent of Human Resources, 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 years staffing.
2. After the year, if all four (4) parties and the Assistant Superintendent of Human Resources agree, the transfers can become permanent placements.

ARTICLE 6 LEAVES

Section 6.01 ANNUAL LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced annual leave allowance of twelve (12) days with full pay to be used as authorized by law and caused by any of the following:
1. Emergency as provided in B. of this section 6.01;
 2. Illness;
 3. Injury;
 4. Disability; including temporary disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery there from;
 5. Serious family illness to include illness of spouse, domestic partner, children, step-children, children of domestic partner, siblings, siblings-in-law, siblings of domestic partner, parents, parents-in-law, parents of domestic partner, grandchildren, grandchildren of domestic partner, grandparents, grandparents-in-law, and grandparents of domestic partner;
 6. Emergency medical condition involving spouse, domestic partner, children, step-children, children of domestic partner, siblings, siblings-in-law, siblings of domestic partner, parents, parents-in-law, parents of domestic partner, grandchildren, grandchildren of domestic partner, grandparents, grandparents-in-law, and grandparents of domestic partner;
 7. Bereavement Leave described in 6.05;
 8. Military Family Leave described in 6.09;
 9. Domestic Violence Leave described in 6.10;
 10. Employees will be allowed to use their twelve (12) weeks of Family Medical Leave Act (FMLA), and up to thirty (30) additional days of accrued leave to allow the employee to be off for a full semester, under these circumstances:
 - a. After the temporary disability related to childbirth;
 - b. Following the birth of a male employee's child, or the child of an employee's domestic partner;
 - c. After the adoption of a child;
 - d. After acquiring parental guardianship due to the execution of a will or by statute.
 - e. If such an event occurs during summer break, leave can begin at the start of a school year.

The District may require the employee to submit verification from a licensed, medical practitioner of the need for such leave provided in paragraphs 5. and 6. above.

Annual Leave for an employee hired for less than one (1) year shall be prorated on the basis of 1.2 days per month worked September through June. Each employee's portion of unused Annual Leave allowance shall accumulate from year to year without limit.

B. Use of Annual Leave for emergencies must meet the following requirements:

1. The problem must have been suddenly precipitated, compelling in nature, be of such nature that preplanning is not possible or where preplanning could not alleviate the necessity for the employees' absence;

2. The problem cannot be one of minor importance or mere convenience but must be serious in nature to the employee involved;
 3. When school is in session, weather conditions to and from school shall not be considered a valid reason for emergency leave;
 4. Scheduling with an airline carrier shall not be considered a valid reason for use of this leave;
 5. Each employee may use up to six (6) days of Annual Leave for emergencies in any one year.
- C. Upon return to employment with the District any former employee shall be credited with the balance of unused Annual Leave accumulated at the time of termination of their employment with the District.
- D. At the end of each year, the District will provide each employee with an accounting of their accumulated Annual Leave.
- E. An employee who has exhausted accumulated Annual Leave and who is unable to perform their duties because of illness or disability, shall be granted leave without pay for as long as the disability or illness continues up to the end of the individual's contract year. A Leave of Absence may then be granted for up to one (1) additional year.
- F. Annual Leave will not be allowed during a Leave of Absence without pay.
- G. An employee returning from any illness or disability of five (5) or more consecutive work days, whether or not Annual Leave benefits have been paid, may be required to submit a written authorization to return to the employee's regular duties signed by the employee's physician.
- H. For absences due to injury on the job, refer to Section 5.07.B.
- I. Cash Out:
1. In January of the year following any year in which a minimum of sixty (60) days of leave for illness is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) 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. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
 2. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury.
- J. Leave Sharing Program:

Annual and/or sick leave may be donated from one employee to another employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; a fellow employee who is sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child; or an employee who has been called to service in the uniformed services; which has or soon will cause the employee to use all accrued annual and sick leave and be forced to take leave without pay or terminate employment. Employees accessing parental leave sharing may maintain up to 40 hours of accrued leave in reserve.

The provisions contained in this section apply specifically to the donation and receipt of illness, injury, and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300 (1)(b), and for parental leave under the provisions of RCW 41.04.655.

Certificated employees may donate and receive shared leave from other non-certificated district employees under provisions specific to accrual and sharing of annual and sick leave as specified in those employee agreements or employment conditions.

1. Definitions:
 - a. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.
 - b. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.
2. Donation of Leave.
 - a. All donated leave must be voluntarily given.
 - b. An employee may donate Annual Leave to a specific individual under the following conditions:
 - i. The donating employee must have a leave balance greater than twenty-two (22) days.
 - ii. The donating employee's accrued annual leave balance may not go below twenty-two (22) days due to the donation.
3. Eligibility to Receive Shared Leave. An employee may receive donated leave under the following conditions:
 - a. The employee meets one or more conditions listed in (J) above.
 - b. The employee's job is one in which leave can be used and accrued;
 - c. The employee is not eligible for time loss compensation under RCW 51.32;
 - d. The employee has abided by District policies and procedures regarding the use of Annual Leave;
 - e. The employee has exhausted or will shortly exhaust their Annual Leave;
 - f. The condition has caused or is likely to cause the employee to go on leave without pay or terminate District employment. Employees accessing parental leave share may maintain up to forty (40) hours of leave in reserve.
 - g. No more leave may be donated than the recipient can use, e.g., no more than five hundred and twenty-two days (522) days during the recipient's entire term of Washington State School District employment.
4. Application to Receive Shared Leave. An employee who qualifies for leave sharing as described in this section and wishing to receive Shared Leave must make such a request using the Application to Receive Shared Leave form. A medical leave application must be accompanied by the documentation from a licensed physician or other authorized health care practitioner stating the employee needs to access

leave, and the expected duration of the leave. A biological birth, adoption or foster care application must be accompanied by documentation verifying the birth, adoption or fostering of a child. The application should be submitted to the District's designee for the Shared Leave program.

5. Approval to Receive Shared Leave: Based on the information provided on the Shared Leave application and in the physician's or health care practitioner's documentation the District will approve/disapprove the use of Shared Leave for the applicant. If Shared Leave is approved, the District will determine the amount of Shared Leave the recipient may receive.
6. Use/Return of Shared Leave. Leave transferred under the procedure shall be handled on a day to day basis in ½ (half) day increments. Unused leave shall be transferred back to the donor, and in the case of multiple donors, by pro-rating and returning hours. Unused leave will not be returned until verification that the condition no longer exists and/or release of the employee for full time employment.

Section 6.02 PERSONAL LEAVE

Employees shall be granted three (3) days leave at their discretion with the following restrictions (personal leave is non-cumulative and shall be granted with pay):

- A. The employee shall make every effort to notify the building principal at least forty-eight (48) hours in advance. The District may restrict the use of personal leave to no more than 8% of the teacher workforce with the provision that Human Resources may individually allow additional personal leaves when there is assurance that substitutes will be available.
- B. Employees who do not use their personal leave days may cash out all three (3) or any remaining personal leave days at the end of the school year at the current part-time substitute rate of pay per unused day or carry over two (2) days into the subsequent school year. In the event of a double maintenance and operations failure, this cash out provision shall not apply for the following school year and each remaining year thereafter of this Agreement.

Section 6.03 PARENTAL LEAVE

- A. A parental leave of absence shall be granted to an employee for the period of illness or temporary disability, and/or bonding with a child upon request. In connection therewith, the employee may:
 1. Use accumulated Annual Leave to cover the temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from;
 2. Use accumulated Annual Leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period within twelve (12) months of the birth or placement of the child;
 3. Request a leave, without pay, for a period of up to twelve (12) months under the Child Care provisions of this Agreement;
 4. Terminate employment.
- B. The employee shall inform the District at least thirty (30) calendar days in advance of the intention to take leave, or in case of emergency preventing the same, as soon as possible. The employee shall inform the District of the approximate time the employee expects to leave and return to work and if the employee wishes to return to the same teaching position. Within thirty (30) calendar days after the incident of childbirth, miscarriage or abortion, the employee shall inform the District of the specific date of return to work.

- C. Employment rights shall be guaranteed upon return from Parental Leave. Every effort will be made to return the employee to the same teaching position, if so requested by the employee. If this is not possible, assignment shall be made to an equivalent position with at least equivalent compensation. All employment policies, written and unwritten, involving such matters as availability of extension of leave time, the accrual of benefits and privileges such as seniority, retirement, pension rights and other service credits and benefits and payments under any health or temporary disability insurance or Annual Leave plan, formal or informal, shall be applied to disability related pregnancy, childbirth, miscarriage or abortion. In any instance in which there may arise a conflict between provisions of this Agreement and any state law, the state law shall take precedence.
- D. An employee shall be granted up to five (5) days of leave with pay on the occasion of the birth of their child. Up to five (5) days of leave with pay shall also be granted to an employee on the occasion of the adoption of their child.

Section 6.04 CHILD CARE LEAVE

- A. Child care 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 leave without pay or use some and/or all of their accumulated illness, injury, or emergency leave for child care 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 s/he notifies the District.

Employees shall inform the District at least thirty (30) days in advance of their intention to take child care leave and the date of return shall be set at the time the leave is granted.

The return date is subject to the same provisions that apply to teachers in the federal Family Leave Act concerning return dates relative to the end of the school year.

Child care leave must be taken within twelve (12) months following the childbirth leave, the date of the 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.

Child care leave is not required to be contiguous with the date of childbirth leave, birth, adoption, or long-term parental guardianship.

- B. An employee may be granted up to one (1) year leave of absence without pay for the purpose of child care, including care for an unborn child.
- C. Upon expiration of the leave period, the employee shall return to service unless they had previously resigned.

Section 6.05 BEREAVEMENT LEAVE

- A. In the event of death of an immediate family member, or miscarriage, the employee shall be granted up to three (3) days leave with pay for each occurrence. Two (2) additional days with pay per occurrence may be extended by the Superintendent or designee in consideration of travel or other factors.

Bereavement Leave may be used for personal grief, to attend the funeral services, to assist in necessary arrangements, and/or to aid other members of the family in restoring order to their lives. Immediate family shall be understood to include:

- a. spouse, domestic partner
 - b. children, children of domestic partner
 - c. siblings, siblings of domestic partner
 - d. parents, parents-in-law, parents of domestic partner
 - e. grandchildren, grandchildren of domestic partner
 - f. grandparents, grandparents-in-law, grandparents of domestic partner
 - g. own or domestic partner's aunt, uncle, niece, nephew
 - h. other dependents living in the home.
- B. An employee may utilize existing annual leave in instances of the death of a friend or other relative not listed in paragraph A. above.
- C. The employee shall give as much advance notice as possible and shall attempt to indicate the date of return from leave. The employee shall state the name and relationship of the deceased.
- D. Employees may utilize Annual Leave described in 6.01 to extend the Bereavement Leave.

Section 6.06 JURY DUTY AND SUBPOENA LEAVE

- A. Employees shall be released to serve on Jury Duty at no loss of pay.
1. On days where the employee is released from jury duty prior to 11:00a.m., the employee will report back to the school for assignment;
 2. When jury duty of an employee has created a disruption to the educational program, the employee will request release from the remainder of the duty.
- B. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law.
- C. Leave of absence shall not be granted to employee subpoenaed by the Association or its affiliates to testify against the District unless, after opportunity for argument of counsel, the subpoena shall have been endorsed by the trial judge stating that the employee is a witness required to resolve the question before the court.

Section 6.07 WA STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements.

Should the SEBB (School Employees Benefits Board) be implemented, the issue of the PFML premium will be discussed as part of the SEBB Memorandum of Agreement (Appendix 10).

Section 6.08 ATTENDANCE AT MEETINGS AND CONFERENCES

- A. Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employee's professional obligation.
- B. Such leaves may be granted upon request to the Superintendent on one of the following basis:
 - 1. Full Payment Leave. Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Superintendent to represent the District at professional conferences, symposiums and seminars.
 - 2. Partial Payment Leave:
 - a. Substitute paid by the District; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Superintendent to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars;
 - b. Substitute provided by the District; no expenses paid by the District. This category applies to employees who desire to attend professional meetings or conferences or visit other schools or school systems for the purpose of improving instruction.
 - 3. District Curriculum Planning:
 - a. It is recognized that program improvements often demand additional and cooperative curriculum planning or study time for the teaching staff. Therefore, it shall be the practice of the District, at the administrator's discretion, to provide for a number of special curriculum periods throughout the school year at the staff's or administrator's request to:
 - i. Review the current programs,
 - ii. Organize new programs,
 - iii. Develop new curriculum.
 - b. Substitutes shall be provided by the District, if needed.

Section 6.09 LEAVES FOR VISITATION OF SCHOOLS

Leaves for the purpose of examining other school programs, curriculum facilities, or instructional methods may be granted by the Superintendent or designee at the request of the employee or the District.

Section 6.10 MILITARY LEAVE

- A. Members of the Washington National Guard or national military units shall be granted Military Leave of absence from their assignment for a period not exceeding fifteen (15) calendar days during the school year, provided such reservist has been called to active training duty and has made reasonable efforts to arrange for active training duty during non-contracted days. The employee shall receive their normal District pay and there shall be no loss of rights, benefits, or leaves to which they might otherwise be entitled.
- B. 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.

- C. Upon completion of such Military Leave the employee will be returned to their original position in the District. Salary increments, and seniority will be in accordance with legal requirements.
- D. The District shall comply with the Military Family Leave as described in RCW 49.77.020 providing for fifteen (15) days of family leave when the military spouse has been notified of an impending call to active duty and before the actual deployment, or when 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 Annual Leave.

Section 6.11 DOMESTIC VIOLENCE LEAVE

The District shall comply with the Domestic Violence Leave as described in RCW 49.76.030 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 provided the employee with 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 Annual Leave.

Section 6.12 LEAVE OF ABSENCE

- A. Leaves of Absence without pay of up to one (1) school year may be granted employees for the purpose of study, travel, recuperation, running for political office, serving in public office, working in a professionally related field, or as extension of other leaves as provided herein.
- B. Requests for Leave of Absence must be submitted to the Board of Directors by May 1 in order to be considered. Request for Leave of Absence must state the purpose of the Leave of Absence and if the purpose relates to study, travel or work in a professionally related field, how that purpose is to be accomplished.
- C. Any employee who leaves the District with a granted Leave of Absence from the Board of Directors, upon being rehired, will keep accumulated Annual Leave and retain years of prior service.
- D. Upon return from Leave of Absence, the employee shall be placed in the position last held or a similar position in the District, unless otherwise mutually agreed upon.
- E. An employee on Leave of Absence, whether pursuant to this Agreement or any other policy, will be treated the same as any other employee with respect to any reduction in force.
- F. An employee on Leave of Absence shall have the right, with approval of the carrier, to continue dental and/or medical insurance coverage at their expense. The employee must pay the District an amount equal to the premium(s) each month, in advance.

ARTICLE 7 SALARIES, STIPENDS, AND BENEFITS

Section 7.01 COMPENSATION

A. Compensation:

All salaries shall be paid in accordance with the employee's placement on the base and Professional Learning/Enrichment salary schedules attached as Appendices 7 and 8 in accordance with the rules in Section 7.02.

1. Increments will be effective from the start of the work year.
2. The Professional Learning/Enrichment stipend will be paid as part of base pay for school year 2018-19 and thereafter on a supplemental contract and will compensate employees for the responsibilities that are outside of the state's basic education commitment.
3. Each cell of the Base salary schedule shall be increased by any inflationary adjustment (currently IPD funded by the state). Each provision of the Professional Learning/Enrichment schedule that is based on per diem will adjust for any increase in the base schedule.
4. IPD will be applied to the base contract and any additional local percentage offered by the District will be calculated on the base and added to the supplemental contract.
 - a. For 2021-22 the salary schedule will be increased by a total of 3.75% (2.0% IPD +1.75%)
 - b. In subsequent years the salary schedule will be increased as follows:
 - 2022-23 = IPD +1.0%
 - 2023-24 = IPD +1.5%

B. Regular Salary:

1. All employees regardless of field or level taught will be placed on the employee's salary schedule (Appendix 8).
2. Compliance: It is the intent of the parties to comply with the compensation limitations imposed by state law and the applicable state appropriations. No provision of the Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law or to subject the District to state funding penalty. The provisions of Section 2.04 and Section 3.03 are equally applicable to compensation schedules.
3. Increments will be granted effective at the beginning of the work year based on the increments called for the employee's salary schedule.
4. Reopener: Salary schedules and stipends may be reopened by the District or the Association for negotiations in any of the following events:

The present salary limitation laws are voided as applied to the District by a final and binding court order, or

The legislature, OSPI, or Courts add, remove or amend the present salary limitations as applicable to the District.

The legislature increases or decreases funding for salaries or changes the manner and flexibility in which funding may be used, including local levy collections 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 3, Section 3.02 shall be inoperative as a contractual agreement, provided that such inoperative status shall not be deemed a waiver of any other legal rights or obligations of the parties.

5. The salary of any employee who is contracted for less than the full contracted work year or work day shall be computed on a prorated basis.
6. The curriculum rate of pay shall be thirty-eight dollars (\$38.00) per hour.
7. The District reserves the right to employ members of the bargaining unit to participate in special non-teaching projects (i.e., curriculum development projects, educational goals, surveys, etc.) on an individual basis. This rate of pay shall include pay for staff invited to attend professional development training and workshops during the summer. The rate of pay shall be established on an individual project basis but shall not be less than the curriculum rate of pay.
8. The rate of pay for certificated staff that is assigned to instruct an "Extended Learning Opportunity" shall be the curriculum rate of pay. An "Extended Learning Opportunity" is defined as a small group academic instruction/tutoring that takes place beyond the regular work day. Any planning time allocated to these positions will be paid at the same rate. Positions for said "Extended Learning Opportunities" will vary by building based on needs of students. These positions will be determined by the principal and advertised through e-mail bulletins to all certificated staff in each building. Staff will indicate their interest in writing to the principal.
9. Bargaining unit members employed for any non-certificated positions shall be paid in accordance with the provisions of the appropriate bargaining agreement.
10. The parties acknowledge the enormous legal and practical complexities surrounding the salary limitations laws. Accordingly, the parties are committed to a good faith resolution of any disputes that may arise concerning the salary adjustments called for by this Section 7.01.

C. Compensations for Professional Learning/Enrichment:

1. Supplemental contracts for additional days/duties are for one (1) year. An employee with a supplemental contract shall have no right to be reissued a supplemental contract for the ensuing year. Supplemental contracts shall be governed by Washington State law.
2. Professional Learning/Enrichment Schedules (Appendix 8) will be in effect for professional responsibilities beyond the state's basic education commitment. As part of this schedule, employees shall work five (5) Professional Learning/Enrichment days. The dates are to be scheduled with agreement from the Association and the District. Appropriate leave may be used for these days.
3. Payments will be made on an equal monthly basis beginning with September pay period and continuing through August 31.
4. Professional Learning/Enrichment stipends include thirty (30) minutes per day of work beyond the contracted workday, as described in the Memorandum of Agreement found in Appendix 5.

Section 7.02 PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE

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 the 2017-18 school year as reflected in Chapter 392-121 WAC and OSPI's rules applicable to the submission of the S-275 report. Experience and

education recognized by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized for the duration of the current agreement.

Employees shall be credited with a year of experience towards a step increase for a year in which the total time worked meets or exceeds the qualifying criteria for a year's credit under the Teacher's Retirement System (TRS)

- A. Placement of Beginning Employees on the Salary Schedule: All beginning employees with no prior experience shall commence on Step Zero.
- B. Index: Increments for experience (steps), education credits (quarter hours), and degrees will be in accordance with the index shown on the salary schedule (Appendix 7).
- C. Education Credits:
 - 1. Pre-authorization is not required when attending state approved workshops or conferences when credits/clock hours are provided.
 - 2. Evidence of completed credits (in the form of official college transcripts) and clock hours will be filed with the District's personnel office no later than October 1. If, for some circumstance beyond the control of the employee, the college transcripts are not available, and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. Official transcripts must be filed as soon as they become available. Evidence submitted and approved after the start of the school year, but by October 1 will be retroactive to the beginning of the school year.
- D. Contracted Employee Experience: Employees who were hired by a school district through an outside agency and were considered a "contracted employee" will be granted experience credit for the time they were employed as a contracted school employee.
- E. Experience Credits:
ESA Non-School Experience: Non-school (i.e., work with school-aged children in a clinical setting) professional experience of ESA staff that is determined by the Assistant Superintendent of Human Resources to be directly related to professional school experience shall be recognized as follows:
 - 1. An employee holding an ESA certificate (SLP, OT, PT, Psychologist, Audiologist, Nurse, Social Worker, Counselor) will be granted credit on the salary schedule as indicated herein for clinical experience performed under a professional certificate/license.
 - 2. One (1) year of experience in a clinical position counts as one (1) year of experience.
 - 3. Clinical experience shall not be applied to service credit totals for purposes of any retirement benefit under Chapter 41.32, 41.35, or 41.40 RCW, or any other state retirement system benefits.
- F. Educational Classification: Classification on the salary schedule for experience shall be for the full school year. After October 1, no changes in classification will be made, unless as the result of a mistake in the classification by the District.
- G. Contracts in Excess of 1.0 FTE: The District may offer a supplemental contract for up to an additional .2 FTE to a full-time employee. The compensation provided by the supplemental contract shall be prorated to the employee's total compensation (base salary and Professional Learning/Enrichment).

Section 7.03 PAYROLL DEDUCTIONS

- A. All salaries are subject to payroll deductions for:
1. State Teachers or State Employees Retirement Systems;
 2. Withholding tax;
 3. FICA/Medicare;
 4. L & I;
 5. Absence not provided for by leaves (computed at per diem based on the employee's annual salary and benefit contributions for each day's absence);
 6. Dues and representation fee to the Association as per Article 4, Section 4.06 hereof.
- B. The following deductions may be made if authorized by the individual:
1. Additional withholding tax;
 2. Approved medical plans;
 3. Approved salary insurance;
 4. Approved 403(b) plans;
 5. Three (3) financial institutions of the employees' choosing.
- C. Employees shall be allowed to use tax benefits available under Section 125 of the Internal Revenue Service Tax Code.
- D. Child Care Deduction: Employees may elect to have the District withhold a set amount per month for payment of child care. Said amount would be forwarded by the District to the company which administers the District's Section 125 program. The specified amount would be nontaxable in accordance with IRS guidelines and regulations. The District shall pay administrative fees for such program.

Section 7.04 PAYMENT PROVISIONS

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the employees on the last District working day of each month.
- B. In the event of a mistake in payment resulting in underpayment, correction shall be made on or before the following pay day. When an overpayment is made, repayment deductions shall be taken from the employee's check at a rate mutually agreed upon by the employee and the District. In the event a mutual agreement is not reached, a minimum amount of one hundred dollars and 00/100 (\$100.00) per pay check shall be applied. In no event shall underpayments or overpayments extend beyond the current school year and the two (2) prior school years.

Overpayments that occur only in the current school year shall not result in a repayment to the District of more than one hundred dollars and 00/100 (\$100.00) per month for the duration of the school year with the residual to be repaid within the subsequent school year.

All compensation owed to an employee who has qualified for retirement and is leaving the District shall be paid in the final pay check.

Section 7.05 ACTIVITY PAYMENT SCHEDULE

A. Experience:

1. The co-curricular activity payment schedule shall provide experience increments of a maximum of six (6) years experience. Experience shall be granted at a rate of one (1) year experience for each year served as either an assistant or head advisor.
2. Experience must be in the activity for which the advisor is being hired. The District may recommend acceptance of experience in other areas if the District feels such experience is appropriate to the position under consideration.

B. Salary Determination: All employees hired for co-curricular activities shall be paid in accordance with the co-curricular salary schedule (Appendix 11).

C. Split Assignments: The stipend and responsibilities for a specific co-curricular assignment may be divided between two or more people, provided that the people involved can mutually agree and the division is approved by the administrative supervisor.

D. Part Time Assignments: A co-curricular assignment may be filled on a less than full-time basis. When such assignments are approved for less than full-time, the stipend for the activity shall be paid on a prorated basis determined by the length of the season.

E. Salary Determination for Assistant Activity Advisor: Assistants shall receive 70% of the salary indicated on the co-curricular salary schedule (Appendix 11) adjusted for experience.

F. Program Additions: Program addition is defined as any activity not presently on the co-curricular schedule or any increase in personnel within the present schedule of activities.

1. Such program additions must be approved by the Board before remuneration can be granted.
2. Program additions can be initiated by either party.
3. Program additions are not to take place until authorization has been received from the Superintendent and/or the Board. New activities must not be initiated until approved; nor are advisors to be assigned prior to approval for their position.
4. Program addition suggestions are to be channeled through the Administration Office.

G. Program Deletions: A program deletion is defined as the elimination of any activity presently on the co-curricular salary schedule. Such program deletions must be approved by the Board. They can be initiated by the Association, the Administration, or the Board. Official channels of communication are to be followed in notifying the affected personnel and students. In all cases, reason(s) for the elimination of the program(s) shall be stated in writing by the administration.

- H. Supplemental Contracts: Co-curricular activity salary positions may be remunerated via supplementary contracts.

Section 7.06 DRIVER TRAINING SALARIES

- A. Driver training instructors shall receive compensation at the rate of thirty-six dollars and 01/100 (\$36.01) per hour for classroom instruction, and ~~twenty-six~~ thirty-one dollars and 41/100 (\$31.41) per hour for behind the wheel instruction. Said hours of work are to be outside the defined work day (Article 8, Section 8.02.A).
- B. Driver training instructor may park the driver training vehicle at their home overnight while actively involved in instructing the driving portion of the class provided that the vehicle is used only for driver education purposes and provided said instructor's domicile is within twenty (20) miles of Lake Stevens High School.

Section 7.07 TRAVEL

- A. Employees utilizing their private automobile to travel on school business or who, by nature of their assignment must travel between schools or are required to make home visitations shall be reimbursed at the maximum rate allowed by the IRS. New employees shall be notified that the position they are being offered requires travel to more than one work site or home visitations.
- B. The provisions below do not apply to employees who apply for and accept multiple part-time positions at different work locations. It is intended for those situations where the District requires, as a condition of employment, that the employee travel to different locations during the duty day.
1. Should the employee's private automobile be temporarily unavailable due to an emergency, the District and the Association shall work together with the employee to provide short term accommodation of the employee's situation.
 2. Employees working at more than one site during the work day shall be provided adequate travel time that doesn't infringe on the employee's individual planning time or duty-free lunch.
- C. Employees engaged in school-related business, workshops, or conferences which necessitate overnight accommodations shall be reimbursed for actual costs of lodging up to the minimum lodging available at the facility hosting the conference or comparable facility. Reimbursement for food shall be for actual expenses up to forty-three and 46/100 (\$43.46) per day.
- D. Employees shall attempt to minimize costs of meals and shall share transportation and lodging when possible.

Section 7.08 INSURANCE BENEFITS

- A. School Employees Benefit Board (SEBB) Program
Beginning January 1, 2020, the District shall provide the full portion of employer contributions toward SEBB premiums for all certificated staff who meet the eligibility requirements outlined in subsection E. below. SEBB mandatory benefits include medical, basic life and accidental death and dismemberment (AD&D), basic long-term disability, vision and dental.

SEBB may also offer supplemental employee paid benefits, including: additional life or LTD, medical flexible spending arrangements (FSAs), and dependent care assistance program (DCAP). If/When SEBB offers additional benefits, the district will work with the Health Care Authority (HCA) and LSEA to determine how the benefits will be managed.

B. Application of State Law

The parties to this Agreement agree to abide by State laws relating to school district employee benefits.

C. Enrollment

The HCA will establish an annual open enrollment period which will be accessible for all eligible employees. The benefits year runs from January through December. New employees hired after the beginning of the school year shall have up to thirty (30) calendar days or until the final day of the annual open enrollment period, whichever is later, to enroll in approved insurance plans.

The District shall deduct from employees' monthly salaries the amount necessary to pay the employee portion of medical coverage costs.

D. New Dependents/Qualifying Events

When an employee experiences a qualifying event (for example, birth or adoption of a child, marriage, divorce, etc.), to the extent allowed by SEBB, they may add or drop dependents from the employee's medical insurance provided the changes are made within sixty (60) days after the qualifying event.

E. Eligibility and Methodology to Determine Benefits

Each eligible employee will receive benefits in accordance with the following:

1. Employees, including substitute employees, who are anticipated to work 630 or more hours over the course of a school year are eligible for full benefits under SEBB. A school year is defined as September 1 through August 31. Paid leave hours shall also be used in the calculation of the annual 630 hours for eligibility. Employees on unpaid leave will retain their employee/employer relationship. Any employee who has worked 630 hours in each of the previous two (2) years and is returning to the same type of position is presumed eligible for benefits.

All contracted work hours, including paid sick leave hours, in any position within the district shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours required for eligibility, that employee will be provided with benefits coverage utilizing the HCA's formula for such purpose.

After the start of the school year, and at such time as an employee has worked or is anticipated to work 630 hours, the employee will be enrolled in SEBB and begin receiving benefits on the first working day of the next month.

2. Employees may enroll eligible dependents during the open enrollment period. Eligible dependents, for the purpose of SEBB include:

- a. Legal spouse or state registered domestic partner
 - b. Child up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage, and children of any age with a developmental or physical handicap who are not capable of self-support)
 - c. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made to HCA for this purpose.
3. Eligible employees, who have other employer-based medical insurance coverage, Tricare, or Medicare may waive SEBB medical insurance and not be responsible for a monthly premium. Waiving SEBB medical coverage in a given year does not prohibit an eligible employee from enrolling in subsequent years.
 4. All eligible employees will be required to enroll in mandatory plans as identified by the HCA regardless of whether they waive SEBB medical coverage. On the date of the execution of this agreement these plans are dental, vision, basic life and accidental death and dismemberment (AD&D) as well as basic long-term disability insurance.
 5. Employees who work, or are anticipated to work, 630 or more hours during any school year, and who maintain their employment relationship with the District, including while on leave with or without pay, shall be eligible for benefits for the entire school year (Sept-Aug). Employees who do not earn enough compensation in any given month to cover their SEBB premium will be required to pay their premiums directly to HCA. Failure to pay the employee portion of SEBB premiums for 60 days shall result in loss of SEBB eligibility.
 6. Employees who submit notice of resignation effective the completion of their work year calendar, will maintain their employment relationship for purposes of SEBB coverage until August 31 of the school year unless otherwise specified on their notice of resignation. In cases when an employee provides notice of an alternate date, the district will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be August 31.
 7. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

F. Legislative Action

If the Washington State Legislature changes provisions of SEBB to allow for changes in employer or employee contributions towards elective benefits, or substantially changes the medical coverage provisions, increases or decreases the threshold required for eligibility, either party may reopen this agreement for negotiation over such changes.

G. District Supplemental Benefits

The District and Association agree to offer the following supplemental optional benefits that are separate from and beyond the benefits offered under SEBB:

VEBA (Health Reimbursement Arrangement), participation as approved by the Association on an annual basis. All sick leave cash out will be at a rate of 1 day of credit for every four earned days.

VEBA options include:

- a. Employees separating from service or retiring who are eligible for sick leave cash out;
- b. Employees who have accumulated more than 180 days of sick leave who are eligible for cash out;
- c. Employee contribution as established and approved by the bargaining unit; and
- d. Employer contribution of ten dollars (\$10) per employee per month.

Section 7.09 LIABILITY INSURANCE

- A. At District expense, liability insurance is provided in the amount established by the Washington Schools Risk Management Pool.
- B. Washington State Labor and Industrial Insurance will be provided with employee contributions limited to the minimum amount required by law.
- C. When an employee accesses leave due to an injury sustained while performing in an official capacity as an employee of the District, the Association President shall be notified. The employee, the Association President, and the District will meet and confer to ensure the employee is able to maintain the fullest level of compensation possible.

Section 7.10 CLASS COVERAGE

In case of classroom teacher absence where the District is unable to employ a substitute, the principal or their designee has the authority to assign an employee to cover classes.

- A. The principal shall solicit employees to cover classes from the available employees in the building before assigning an employee to cover classes.
- B. Employees will be paid the hourly curriculum rate of pay per class for each class covered as outlined in paragraph A. above. At the elementary level, this rate shall be applied on an hourly basis, or prorated portion thereof. Any teacher who loses their planning time due to PE and Music teachers covering for lack of a substitute(s) shall be compensated for this loss of planning time.
- C. An employee assuming the responsibility for some or all of another absent elementary teacher's class from the same grade level, will receive a prorated portion of the curriculum rate per hour based on the percentage of students.
- D. Employees who cover classes during their planning period will be responsible for making up their missed planning time beyond the standard work day.
- E. No employee may be required to forfeit their planning period more than fifteen (15) times per semester.

- F. Elementary coverage matrix: The primary goal of the matrix plan is to cover any classrooms that do not have a substitute teacher. A second goal of the plan is to preserve, as much as possible, scheduled intervention or enrichment instruction. Non-classroom certificated staff who are included in this matrix will be scheduled to cover for lack of substitute up to two (2) times per month, on an “on-call” basis scheduled ahead of time. This will allow these educators to plan accordingly on these days.

Section 7.11 PROFESSIONAL GROWTH

The District and the Association agree that employee growth and performance is important. In order to augment other methods of improving employee performance, the District shall establish a fund for each school in the amount of three thousand dollars and 00/100 (\$3000.00) plus the dollar equivalent of twenty (20) days release time for the express purpose of staff development.

The professional growth fund shall be administered by each building principal, after consultation and collaboration with the school’s leadership team (Department Heads, Data Team, MTSS).

Section 7.12 SERVICE STIPEND

- A. By separate contract, employees who meet criteria identified below shall receive a service stipend to perform any of the following responsibilities:
1. Curriculum consultant;
 2. Mentor employee;
 3. Co-curricular assignment;
 4. Staff development;
 5. Or other responsibilities approved by the building or District administrators.
- B. Procedures: Present employees who will have completed twenty five (25) or more years of service in the State of Washington at the end of 2017-2018 school year shall be paid a one (1) year, one (1) time only service stipend in the amount of three thousand three hundred ninety five and 58/100 (\$3,395.58).

Section 7.13 ADVANCED PLACEMENT EMPLOYEES

Employees teaching Advanced Placement classes can claim up to fifteen (15) hours per diem pay for each test preparation as long as the teacher is teaching extra study sessions for each AP class. Such hours shall be recorded on a time sheet.

Section 7.14 NATIONAL BOARD CERTIFICATION

The District supports certificated employees pursuing and completing National Board Certification. Towards this end, the District will:

Provide two (2) release days per year, not to exceed three (3) years to complete the work necessary for certification. The District will also provide employees with a one-time stipend of five hundred dollars (\$500.00) upon being awarded Board Certification to partially offset costs associated with the certification.

The amounts shall be provided to all employees regardless of FTE status.

Section 7.15 PSYCHOLOGISTS

As a recruitment and retention incentive, the District shall provide a one-time stipend of two thousand dollars (\$2000.00) to a psychologist who completes the National Association of School Psychologists (NASP) certification.

The District shall pay the annual NASP membership for school psychologists.

Section 7.16 NEW EDUCATORS

- A. New Hire Transition: An employee hired after the start of the school year shall be given two (2) days of release time in order to move into and become oriented to the school and curriculum.
- B. Provide one time allocation of three hundred thirty-eight dollars (\$338) as a stipend in September for instructional supplies and materials to all employees who are in their first continuing contract within the profession. These funds would be in addition to the two hundred twenty-five dollars (\$225) per elementary employee provided annually through a stipend in September.

ARTICLE 8 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 8.01 EMPLOYEE WORK YEAR

The employee work year during the term of this Agreement shall be one hundred eighty five (185) days for the duration of this agreement. New employees shall be provided additional work days in accordance with Section 5.09 of this Agreement.

- A. Call Backs : Employees are expected to attend a maximum of two (2) open houses, curriculum evenings, or other building activities per year. Such activities will not exceed two and one-half (2 ½) hours per event.
- B. Parent Conferences:

The District and Association will meet and confer to decide the best timing for spring conferences.

All elementary and middle school employees participating in evening conferences shall be paid at the curriculum rate of pay for three and one-half (3.5) hours. Each employee will schedule breaks and a dinner break during the 3.5-hour evening conference time. Buildings will have flexibility in setting the dates/times of evening conferences with the final decision resting on the building principal after gathering input from staff.

1. All staff in the building must follow the same schedule. The length of conference times may be limited due to class sizes and the schedule must fit within the workday (with the exception of one 3.5-hour evening conference block).
2. Evening conferences (3.5 hours) may be set on one evening and may not extend beyond 7:30 PM.
3. Employees' conferencing in two (2) buildings shall not be required to spend more than 3.5 hours of evening conference time inclusive of travel time.
4. Employees may offer in-person and virtual conference options to families.

Fall:

Preschool: Teachers will connect with families via a phone call during the first non-student week of school. Based upon the preschool schedule, the Friday prior to conferences will be provided to staff to prepare for conference week. During conference week, there will be four (4) non-student conference days, which will allow for 5 days of conferences (M-F of conference week provided conferences are scheduled during a regular 5-day work week) for the parents/guardians for each child. Four of the five conference days will be held within the workday, with one day to include evening conferences. Conferences may be either in-person or virtual.

Elementary Family Connection Conferences (1-5): Three (3) days early release for Family Connection Conferences will be scheduled with the parents/guardians of each child. Principals will support certificated staff in scheduling these conferences. Teachers will offer connection meetings with families of new students as they enroll during the year. Such conferences may be either in-person or virtual and will take place within the workday. Kindergarten teachers will also connect with families during the first three (3) non-student days of school, as part of the WA-KIDS assessment process.

Middle (6-7): Four (4) days early release (1 for planning, 3 for afternoon conferences, which includes 1 evening conference). Fall middle school conferences will be scheduled for the parents/guardians of each child. Arena style Conferences will be scheduled for 3.5 hours on one evening during this week.

Cavelero Mid-High (8-9): Should Cavelero have an interest in holding one evening 2.5-hour conference for families (at any point in the school year). All employees who participate will be paid for three hours at the curriculum rate of pay (30 minutes for planning, 2.5 hours conferencing).

Spring:

Preschool: Based upon the preschool schedule, the Friday prior to conferences will be provided to staff to prepare for conference week. During the conference week, there will be four (4) non-student conference days, which will allow for 5 days of conferences (M-F of conference week provided conferences are scheduled during a regular 5-day work week) for the parents/guardians for each child. Four of the five conference days will be held within the workday, with one day to include evening conferences. Conferences may be either in-person or virtual.

Elementary (K-5): Four (4) days early release (1 for planning, 3 for afternoon conferences, which includes 1 evening conference). Spring conferences will focus on students with academic, behavior, or other needs or by family request if space is available. One evening conference night will be scheduled for 3.5 hours during this week.

Middle (6-7): Four (4) days early release (1 for planning, 3 for afternoon conferences, which includes 1 evening conference). Spring conferences will focus on students with academic, behavior, or other needs or by family request if space is available (minimum 25 invited). One evening arena style conference night will be scheduled for 3.5 hours during this week.

Elementary classroom teachers who have more than thirty (30) students per class shall be given an additional half (.5) day for the purpose of planning time and to prepare for parent conferences and/or to conduct such conferences in the fall.

C. Report Cards:

1. All Elementary and Secondary schools will be on a semester basis. Student grades will be submitted only once per semester.
2. Teachers will maintain on at least every two-week basis the on-line grade book. All grades are only required to be submitted to one (1) grade program or platform.
3. Teachers will collaborate with parents who indicate an inability to access electronic grade books and identify a reasonable solution for providing timely information to the parents. Principals assist in such resolution as need be.
4. Elementary and Middle School teachers will provide documentation of student progress at the fall and spring conference.
5. Elementary report cards are due 10 working days after the end of the grading period. Secondary report cards are due two working days after the end of the first semester.
6. The exception shall be the end of the school year, when report cards shall be done by the last day of school.

7. Elementary specialists (PE and Music) report cards will include both a skill and effort/participation grade category.
- D. High School and Cavelero Final Examinations: The High School and Cavelero final examination schedule shall include three (3) reduced student days at the end of each semester for the purpose of grading finals.
- E. Wednesday Prior to Thanksgiving: The Wednesday prior to Thanksgiving will be a two and one-half (2.5) hours early release. Employees shall be allowed to leave fifteen (15) minutes after students are dismissed.
- F. State Testing Window: No employee shall lose planning time during the State Testing window.
- G. Safe Schools Training: Prior to state compliance date, all employees will complete Safe Schools Training. The District will provide five (5) clock hours for Safe Schools training. Trainings must be completed prior to the compliance date in order for staff to receive clock hours.
- H. Cross District Collaboration: Four Early Release Collaboration Fridays will be designated as cross district collaboration days (2 per semester). Collaborators will follow the same practices and protocols as with building collaboration teams. Any employee, at their discretion, could then meet and collaborate with others from across the district. Employees will notify building administrators of their intent to collaborate with staff outside of the building. All staff will collaborate on these days.

Section 8.02 EMPLOYEE WORK DAY

The terms and conditions of this section are part of the regular employee contract, unless identified otherwise.

- A. Standard Work Day: The total length of the work day shall not exceed seven and one-half (7.5) hours including a thirty (30) minute duty free lunch period. The employee's total instruction/contract time shall not exceed three hundred and ten (310) minutes per day, exclusive of break time. During the seven and one-half (7.5) hour standard work day, employees will be assigned to such activities as:
1. Curriculum work;
 2. Classroom instruction;
 3. Supervision of students;
 4. Conference with parents and students;
 5. Classroom management.
- B. Preparation Time: All secondary employees shall be scheduled for forty-five (45) minutes, or one (1) normal class period each day for preparation time except for counselors who shall have the same amount of planning time with the option of scheduling the time according to their professional needs. Such planning time should be consecutive minutes provided, however, that the educational needs of the District may necessitate the forty-five (45) minutes to be other than consecutive minutes.

All elementary employees shall be scheduled an average of three hundred and fifteen (315) minutes each normal work week for preparation time. One hundred and sixty-five (165) minutes of such preparation time shall be scheduled during the student day. All elementary teachers will be provided with a thirty-five (35) minute planning

period Monday-Thursday, and a twenty-five (25) minute planning period on Fridays. The remaining one hundred and fifty (150) minutes will be provided by setting aside the first thirty (30) minutes of the elementary teacher work day for planning. This time will not be pre-empted for other meetings although teachers may elect to schedule meetings or other communications during this period. Counselors shall have the same amount of planning time with the option of scheduling the time according to their professional needs. The District shall make every effort to schedule the one hundred and twenty (120) minutes equitably over a four (4) day period. Self-contained special education teachers at the elementary level will work with their building principals to determine when their two hundred and seventy (270) minutes of planning time will occur. Any individual employee may, at their sole discretion, forgo planning periods in order to facilitate specific educational program(s).

Employees who miss their designated planning time due to District mandated training or event, more than two (2) times in the same academic year, shall be entitled to compensation equal to their lost planning time at their per diem rate of pay.

When teacher professional development is scheduled during student attendance days, the District will schedule the training times to assure that teachers still receive adequate prep time for the subsequent student attendance day.

Co-Teaching: When a co-teaching classroom or period is established, every effort will be made by building administrators to schedule a common planning time for the co-teaching partnership in order to co-create lessons and plan for delivering instruction together.

- C. Professional Activities: Classroom teachers have the responsibility to perform professional activities related to teaching as required by the Revised Code of Washington and the Washington Administrative Code. Classroom teachers will perform these activities within or beyond the standard work day at their discretion. They include:
1. Parent conferences (other than those scheduled for first and third quarters);
 2. Curriculum committee work;
 3. Student conferences;
 4. Report card preparation;
 5. Report card conferences;
 6. Preparation and correction of assignments;
 7. Attendance at parent/student meetings.
- D. Supervisory Activities: When requested, employees can choose to work up to fifteen (15) hours of time to direct and/or supervise activities that occur beyond the standard work day in the areas listed below. The employee will be paid at the supervisory rate of twenty-nine and 00/100 dollars (\$29.00) per hour.
1. Dances;
 2. Plays;
 3. Concerts;
 4. Athletic contests;
 5. Other educationally beneficial student activities approved by the District.

Definition- Supervisory rate of pay: Certificated employees who are requested and agree to attend a school event or activity outside the workday for the sole purpose of supervising or monitoring students and/or other event attendees shall be paid at the supervisory rate of pay for the time present at such school events. No event/activity preparation or post event work would occur when the supervisory rate of pay is used. However, disciplinary issues that arise during the event will be reported to the administrator present at the activity/event.

Periodically, the principal will determine and post those activities that require supervision. Employees will have an opportunity to select those activities they wish to supervise.

- E. Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.
- F. Faculty meetings should not extend the employee work day by more than sixty (60) minutes. The average number of such extended faculty meetings should not exceed one (1) meeting per two (2) weeks. All special education employees shall be released from one (1) building staff meeting per month for the purpose of attending a meeting called by the Executive Director of Special Education one (1) time per month.
- G. On days when student attendance is not required due to inclement weather, employee attendance shall not be required, provided that the District shall require adherence to the number of contract days. On days of late student starts, or early student dismissal, owing to weather conditions, employees shall not be required to be in attendance until thirty (30) minutes before the student day. Once students are dismissed and off campus, employees will no longer be required to be on campus.

Should the District seek and receive approval for state approved waiver(s) for emergencies, certificated employees shall receive full pay for any such waived days. Certificated staff shall not be required to attend the waived student days. No documentation on the part of the individual employee shall be required in such an instance.
- H. One day early student dismissal shall be provided at each elementary school prior to fall conferences. Conference planning time will come out of the total time provided for spring conferences.
- I. The first and third quarter shall end on the end of the week.
- J. Elementary classroom teachers who have more than thirty (30) students per class shall be given an additional half day for the purpose of planning time to prepare for parent conferences and/or to conduct such conferences in the fall.
- K. Elementary employees shall not be assigned to the following supervisory duties, except in emergency or unusual circumstances:
 - 1. Bus duty. At the end of the school day, teachers will walk students to the bus line, however, they are not expected to remain with students.
 - 2. Recess duty.

- L. Elementary Supplies: In September all elementary and preschool employees will be allocated a two hundred and twenty-five dollar (\$225.00) stipend for the purchase of supplies and supplemental materials.
- M. Elementary Recess: Elementary employees will be provided individual time during a minimum of one fifteen (15) minute student recess per day, beyond any recess time attached to the lunch period.
- N. Zero Hour Class: Classroom teachers who are required to teach Zero Hour classes shall not be required to work a longer work day than specified in paragraph A. above.
- O. Counselors who work additional hours during an emergency situation shall be allowed to request supplemental pay subject to approval by the District.
- P. Building Administrators may request the participation of part-time employees in all or a portion of faculty and/or early release meetings in which the administrator determines that part-time employee participation is important to the issues being addressed. In such situations, the part-time employee who is not otherwise scheduled for duty during that time will be compensated for the meeting time, or a one (1) hour minimum, whichever is greater, at their per diem rate. Part-time employees will not be required to remain at the school for any period of time between their normal work day and the scheduled meeting. Administrators will make every effort to request the participation of part-time employees two (2) weeks prior to the meeting.
- Q. Supervision during passing time (secondary): When not taking care of personal needs employees are expected to greet and monitor students from their classroom doorway during passing times.

Section 8.03 CLASSROOM VISITATIONS

To provide opportunities to visit the classroom with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom should obtain the approval of the principal or designee. If the visit is to a classroom, the employee will be notified at least during the work day prior to the visitor's arrival. The employee at their sole discretion may waive the one (1) day prior work day notification.
- B. The employee should be allowed the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 8.04 EMPLOYEE FACILITIES

Each school shall have the following facilities and equipment for use of employee in the building:

- A. A work area containing equipment to aid in preparation of instructional materials;
- B. A serviceable desk and chair for each employee;
- C. Clean adult restrooms;
- D. A dining and faculty lounge area;
- E. An adequate part of the building parking lot will be available for employee parking;

- F. A telephone line and instrument in each faculty lounge (or other suitable area) to be used primarily for school business;
- G. The District shall provide a means of moving materials for employee assigned to more than one (1) instructional site;
- H. The District shall ensure the following: when it becomes necessary for an employee to move from one workplace in a building to another space, the employee shall be provided with their choice of unoccupied space subject to approval of the administrator.
- I. Upon request by an employee, the District shall designate a secured area for storage within their classroom/work space for employee's personal belongings.

Section 8.05 SAFE WORKING CONDITIONS

Employees shall not be required to work under conditions deemed by appropriate state and federal authority to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. The District shall provide a safe and healthy work environment free from unsafe, unhealthy or hazardous conditions.

Section 8.06 CERTIFICATED STAFF REDUCTION PROCEDURES

If the District reduces staff due to an enrollment decline or loss of revenue, the District may implement the following procedures to determine the staff to be retained for the reduced educational program as determined by the Board.

- A. Determination of Vacant Positions: The District will determine, as accurately as possible, the total number of certificated staff, as of March 1 leaving the District for reasons of retirement, family transfer, normal resignations, leave, discharge or non-renewal, or leaving the District for reasons of non-continuing contracts, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year. The results of said determination will be made available to the Association President.
- B. Certification and Endorsement: Possession of any valid Washington State Certificate and primary and supporting endorsement which may be required pursuant to WAC regulations for the position(s) under consideration shall be a prerequisite for retention.
- C. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:
 - 1. Elementary teachers will be considered for retention in one (1) category (K-5).
 - 2. Secondary teachers (6-12) will be considered for retention by teaching subject areas consistent with WAC:
 - a. Biology;
 - b. Chemistry;
 - c. Earth science;
 - d. Physics;
 - e. Career and technical education;
 - i. Agriculture education;
 - ii. Business and marketing ;
 - iii. Family and consumer sciences;
 - iv. STEM ;
 - v. Skilled and technical sciences ;

- vi. Health sciences
 - f. English;
 - g. English/Language Arts;
 - h. History;
 - i. Mathematics;
 - j. Science;
 - k. Social Studies;
 - l. World Languages by endorsement;
 - m. Reading;
 - n. Health.
3. Other non-supervisory certificated staff members will be considered for retention according to their specialties, consistent with WAC:
- a. Counselors;
 - b. Library Media Specialists;
 - c. Psychologists;
 - d. Special Education teachers (according to teaching specialty);
 - e. Physical Education Specialists;
 - f. Art Specialists;
 - g. General Music Specialists;
 - h. Instrumental Music Specialists;
 - i. Occupational Therapists;
 - j. Physical Therapists;
 - k. Health Specialists;
 - l. Speech and Language Pathologists;
 - m. Social Workers.

D. Retention of Employment Category: Each certificated staff member will, in accordance with the criteria set forth in paragraph E. hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purposes of this paragraph, an employee is currently performing any given category or specialty if two (2) or more classes of such an employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent of their designee, provided that in order to qualify for consideration in any such category, the employee:

- 1. Must have had a minimum of one (1) year full time professional experience¹ teaching or performing such additional category; and
- 2. Such experience must have occurred during the immediately preceding ten (10) years; or
- 3. The employee must have had a college major (a recognized major or equivalent involving forty-five [45] quarter hours or thirty [30] semester hours) in a field directly related to such additional category; or
- 4. The employee has an endorsement in such category.

¹ Employees who, by part-time assignments, have accumulated the equivalent of one (1) year of full-time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category. Teaching one (1) period per year for any five (5) years within a ten (10) year period qualifies as the equivalent of one (1) year full-time experience.

5. The requirement of one (1) year of full-time professional experience teaching or performing in a category will be waived for secondary categories for which an employee holds a specific content level endorsement (i.e. 4-12 Math, 4-12 English, etc.).

All written designations for consideration in additional categories shall be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

- 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. hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employee shall be recommended for retention:

1. The total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in paragraphs C.1., C.2, and C.3. above.

Within each such category or specialty, the employee(s) having the greatest seniority as an employee of the District shall be recommended for retention. In the event ties exist, the employee(s) with the greatest overall seniority (WA and out of state) shall have preference. If ties remain, the employee(s) with the most advanced degree as recorded in the Human Resources Services Department at the beginning of the current school year will be the preference. Should ties still remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.

2. "Seniority" within the meaning of this paragraph shall mean the total years of certificated teaching experience in the state of Washington. The determination of a year of teaching experience in the state of Washington shall be consistent with OSPI guidelines for determining a year of teaching experience. A seniority list shall be provided to the Association no later than February 1.
3. In the event the Board determines that probable cause for reduction in force exists, each certificated employee in the District shall be listed based on the employee's seniority and certification, including required primary and supporting endorsements. The list will be posted electronically for all employees to view by April 30. Employees and the Association will be informed when the list is posted, and the Association President will be given a hard copy.
4. Any staff member may, in writing, and within five (5) working days of posting of the list, file with the Superintendent their objection to the ranking order. The employee may request consideration for the modification of the ranking order based on the information in the District's possession. Said individual must include in the request a full statement as to the facts on which they contend the list should be modified. If the Superintendent rejects the individual's request for modification of the list, they shall do so in writing and provide the individual and the Association with copies thereof.

- F. Action by the Board: Recommendations for certificated staff reductions developed in accordance with these procedures shall be presented to the Board prior to the statutory deadline for nonrenewal notices for further action by the Board and/or Superintendent in accordance with the requirements of RCW 28A.405 as applicable.

- G. Employment Pool:

1. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to three (3) years, i.e., to the fourth August 1

following notice of layoff. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in paragraph C. for which they are qualified under paragraph D. in preference to new hires. If more than one (1) such employee is qualified for an open position, the criteria set forth in paragraph E. shall be applied to determine who shall be offered such position.

2. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or designee annually in writing between January 1 and January 31 if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such employee shall be dropped from the employment pool.
3. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. If an individual fails to accept a position offered such individual will be dropped from the employment pool.
4. Employment pool personnel holding K-8 certificate who do not qualify for retention on other categories in accordance with paragraph D. will be recalled into available positions for which they are endorsed and certified to teach if positions are available after employment personnel in the other categories have been recalled. Under these circumstances, personnel will be recalled according to seniority as defined in paragraph E.
5. The District will utilize employment pool personnel as substitutes on a first priority basis if the employee so requests. The priority consideration is not required in those instances in which individual teachers request a specific substitute. Refusal by an employment pool person to accept substitute employment shall in no way jeopardize their recall rights.

Section 8.07 WORK LOAD

The parties hereto have agreed to the following provisions to provide assistance to those with class sizes or caseloads which may be inequitably high, provided however, at the option of either party, the provisions of Section 8.07 will be suspended following a double levy failure. Notification of the option to suspend Section 8.07 must be provided in writing to the other party to this Agreement not later than June 15 prior to the following school year affected by said double levy failure. Either party may open Section 8.07 for negotiations following said notification of suspension of Section 8.07.

Every effort will be made to inform employees by the end of a school day if they are to receive a new student the following work day. Additionally, every effort will be made to provide equipment and materials for the new student. To the greatest extent possible, administrators and employees shall make an effort to balance the needs of the students across classroom assignments.

A. Assistance to General Education Teachers:

1. Elementary
 - a. Triggers for Assistance

Primary (Kindergarten)

Primary (Grades 1-3)

Intermediate (Grades 4-5)

Para-Educator Time

Fewer than 24	Fewer than 26	<i>Fewer than 28</i>	0.0 Para Hr.
24	26	28	0.75
25	27	29	1.50
26	28	30	2.25
27	29	31	3.0
28	30	32	3.75
29+	31+	33+	4.50* (Comp)
			5.50* (Para time)

*Teachers have choice in the last row between 5.5 hours of actual para time or 4.50 hours of para time as compensation.

- b. Elementary Split Classes: Split classes shall be defined as multi-grade classes required by the district. Split classes shall be eligible for class load assistance as follows:
 - i. When possible, such classes will be configured at two (2) fewer students than the regular single grade level classes.
 - ii. Split classes involving a primary and intermediate levels will begin to trigger para time at twenty-five (25) students.
 - iii. Starting on the 11th day of school, all split classes will be provided with one (1) hour of para time per day, during an instructional block, regardless of class size.

For each teacher of split classes, the District will provide two (2) extended days per year through a supplemental contract in recognition of their additional workload. (See also section 5.09 D.10.)

2. Secondary (6-12 Regular Classes): Secondary teachers will receive overload based on total student load throughout the day. At the middle level, block classes shall be counted as two (2) classes and Advisory shall be considered a class.
 - a. Triggers for Assistance:
Secondary class load assistance will be provided according to the plan as described. Secondary PE, Wellness, and Art teachers are exempt from this section:

<i>With 5 Classes</i>	<i>With 6 Classes</i>	<i>Para-Educator Time</i>
<i>("super-contracts" trigger at 181)</i>		
150 or Fewer	170	0.0 hour Para time per day.
151-155 enrolled	171-175 enrolled	0.5 hour Para time per day
156-160 enrolled	176-180 enrolled	1.0 hour Para time per day
161 or more enrolled	181 or more enrolled	1.5 hour Para time per day

b. PE, Art, Music, Wellness:

Physical Education (8-12)	Art (6-12)	Wellness (6-7)	Paraeducator Time
Fewer than 39	Fewer than 37	Fewer than 37	0.0 hour para time per day
39	37	37	.5 hour of para time per day
40	38	38	1.0 hour of para time per day
41+	39+	39+	1.5 hour of para time per day

Music: There will be no limits to music classes.

B. Scheduling and Use of Para-Educators

In all cases, the Para-Educator (para) time allocated for class load assistance is intended to be directly assigned to the classroom with the class load trigger. Whenever para time is allocated, the parties intend it to be used effectively so that both the students and the teachers receive optimum benefits of the time. Principals should meet with each teacher eligible for assistance time, previous to assignment of the time, to help plan for the effective use of the para. However, para time shall not be assigned during a teacher's lunch or planning period unless the teacher requests such an assignment.

C. Alternatives to Para-Educator Time

Teachers eligible for class load assistance may elect compensation in lieu of para time. The dollar amounts for compensation shall be equal to the amount expended for para time in a given situation and based on the Para-Educator Step 1 hourly rate in effect for the school year prior to the current school year.

D. Monthly Adjustments

Student enrollment shall be monitored monthly for purposes of determining class size assistance for each eligible teacher. The state monthly enrollment dates beginning with October and continuing through June shall be utilized for determining overload assistance. When paraeducator time is the chosen relief option, monitoring and adjustments to that time will be made on a semester basis for secondary teachers and on a 3-month basis for elementary teachers.

E. Part-Time

Teachers who teach less than full time shall have any assistance for which they are eligible by the above tables pro-rated in accordance with their FTE status.

F. Special Education Students in General Education Classrooms

When a Special Education student transitioning into a regular classroom at the elementary level puts an employee over trigger the overload calculation amount will be provided based on the equivalent FTE time they spend in the regular education classroom. The above will not be applicable when that amount of time is already provided from

program para-educator time. For any Special Education student who spends a majority of time in a regular education classroom, that student will be counted on the regular education teacher's roster.

G. Equitable Class Assignments

By June 1 of each year, administrators will confer and discuss the preferred equitable service model for the following year. Efforts will be made, consistent with student and educational program needs, to equitably assign special needs and highly capable student among regular education teachers.

H. Elementary Music and PE Teachers

In lieu of assistance provided via paragraph A. above, elementary subject matter specialists, such as Music, PE and Art teachers shall not be assigned more than three hundred ten (310) minutes of student instructional time per day. The number of student class periods for said specialists shall not exceed nine (9) periods per day. Classes that are doubled up i.e., two (2) classes with one (1) specialist during one period shall count as two (2) periods. Unless exceptional circumstances exist, no elementary music or PE employee shall teach consecutive classes for periods of time longer than two (2) hours of continuous instruction. Music, PE and Music/PE teachers will be provided with two (2) professional development days to meet as a curriculum area.

I. Secondary Art and PE

No later than the fifth (5th) student day of each school semester the principal shall meet with the Art and PE department heads, or employees, to adjust and balance class sizes. Said adjusting and balancing shall be implemented no later than the tenth (10th) student day of each semester. The District shall assure that PE and Art teachers have adequate equipment and supplies for each student in each class resulting from said adjusting and balancing. If safety issues are raised by the employee, the employee will meet with their administrator to find a mutual solution immediately. When middle school PE teachers are required to enter a classroom to teach Health and Wellness, the teacher may confer with the principal to determine if a substitute should be called for the PE class.

J. Science Teachers

After consultation with and receiving the advice of the teacher providing the instruction in the classroom, the District shall assure that science teachers have adequate equipment and supplies for each student. If safety issues are raised by the employee, the employee and the principal will confer on the issues to find a mutually agreeable solution.

K. Counselors

Secondary ESA counselors shall not be assigned a total caseload exceeding five hundred (500) students per 1.0 FTE. Each elementary school will be staffed at a minimum of 1.0 FTE counselor.

In accordance with RCW 28A.410.043, the purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students based on the national standards for school counseling programs of the American School Counselor Association. School counselors shall

not be involved in assigning disciplinary action to students but may be involved in interventions for students including special education students.

L. MTSS Specialists

1. The MTSS specialist supports buildings in implementing the district MTSS Plan.

Elementary MTSS: The specialist provides specialized instruction to students identified as needing extra assistance to close the achievement gap. As an instructional leader that works directly with building and district administration teams, the MTSS specialist also facilitates building-level conversations about student learning, assists in monitoring the growth of targeted student populations, and models effective instructional practices that support student subgroups.

Secondary MTSS: Each secondary MTSS specialist will be assigned to a single content area. They serve as an instructional leader working directly with administrator teams, facilitate building-level conversations about student learning, and assist in monitoring the growth of targeted student populations. Secondary MTSS specialists work with multiple schools but will minimally be provided with their own office space at one of their assigned worksites.

2. MTSS specialists who are asked by an administrator to facilitate collaboration, instruction, meetings, or professional development outside the work day or work year will be compensated at the curriculum rate via a timesheet.
3. 3. MTSS specialists who leave a LSSD classroom position to become MTSS specialist will have the right to return to their original position after one (1) year. MTSS specialists shall be considered to be on leave from their original position during this year. Should a specialist remain for longer than one year, then the District will make every effort to place the employee in the same or comparable position should they return to a classroom or other position.

M. Special Education TOSA and BCBA

The primary role of the Special Education TOSA is to assist PreK-12 teachers and ESAs and help improve and/or align special education systems and processes across the District. The primary role of the district BCBA is to assist and support staff implementing behavior management systems specific to student needs. Their role is not evaluative.

1. Mileage will be paid at the IRS rate for travel between schools.
2. A 30-minute duty-free lunch and 45 minutes of planning time shall be scheduled each day.
3. The District will offer Special Education TOSA and BCBA a supplemental contract of eight (8) extended days. See Section 5.09.
4. Employees who leave a LSSD position to become a TOSA or BCBA will have the right to return to their original position after one (1) year. TOSAs or BCBAs shall be considered to be on leave from their original position during this year. Should a TOSA or BCBA remain for longer than one year, then the District will make every effort to place the employee in the same or comparable position should they return to a classroom or other position.

N. Assistance to Special Education Teachers

1. Enrollment Date to Calculate Assistance

Student enrollment shall be monitored monthly for purposes of determining caseload assistance for each eligible teacher. The state monthly enrollment dates beginning with October and continuing through June

shall be utilized for determining overload assistance. When paraeducator time is the chosen relief option, monitoring and adjustments to that time will be made on a semester basis for secondary teachers and on a 3-month basis for elementary teachers.

Assistance will be measured in units of para-educator (para) time in accordance with the “trigger” system based on the number of students enrolled and outlined in subsection 6. below.

- a. The count date for each month of the school year will be the first working day of the month, and shall be applied to the previous month, except for assistance in the month of June. For example, on October 1, the number of IEPs recorded by the case manager beyond the caseload cap described in Section 8.07 M. 6. will result in overload being credited (compensation or para time) for September. This pattern will be repeated through the June count date, which will be applied to May.
- b. Caseload assistance for IEPs beyond the caseload cap described in Section 8.07 M. 6. For the month of June shall be reported to the District on the “Extraordinary Circumstances Form” (Section 8.07 M. 7.), due to no monthly enrollment data collection in July. Caseload overages will result in compensation for the month of June. Extraordinary Circumstances Forms should be submitted to the Executive Director of Special Services by June 30th.

2. Alternatives to Para-Educator Time

Employees eligible for class load/caseload assistance may elect compensation in lieu of para time. The dollar amounts for compensation shall be equal to the amount expended for para time in a given situation and based on the Para-Educator Step 1 hourly rate in effect for the school year prior to the current school year.

3. Scheduling and Use of Para-Educators

It is the intent that all para-educator support provided to special education teachers be done in a manner which minimizes disruption to the classroom. Continuity of para-educators in each classroom shall be protected as best as possible. Scheduling of para-educator time will be done in collaboration with the special education teacher(s) who have contractual para-educator(s) time. If after the collaborative process, there continues to be a difference of opinion about how the hours will be apportioned in support of students on an IEP, the final decision lies with the building administration.

4. Self-Contained

- a. If a self-contained teacher is unable to take their duty-free lunch and/or their planning time, they may time sheet the lost time at their per diem rate. It is understood that there will be communication between the affected teacher and their administrator in a timely manner.
 - b. Except in extraordinary circumstances, self-contained teachers’ caseloads shall be the students in their classroom. If a self-contained classroom teacher’s caseload exceeds the students in their classroom, the Association president shall be notified.
5. If the duties and responsibilities of a special education teacher cannot be accomplished during the times that are available to them in this agreement, they may, after consultation with and after receiving prior approval from their building administrator utilize time during staff meetings, collaborative or District-directed Professional Learning Days in order to meet IEP compliance demands. Approval will generally be given when the content of the staff meeting or building learning day does not have an impact on the role of the special education teacher.

6. Special Education Teacher Goals and Triggers:

Program	Caseload	Para educator time for caseload relief	Class Size	Class Size Relief
Elementary Resource	Caseload cap = 30 31-32 33-34 35-36 37+ Balance caseload or hire add'l FTE	Minimum 5.0 hours/day .50 hour Para time/day 1.0 hour Para time/day 2.0 hour Para time/day 3.0 hours of Para time/day if FTE can't be hired or load remains at 37+	Elementary Resource is exempt from this provision.	None
Secondary Resource	Caseload cap = 30 31-32 33-34 35-36 37+ Balance caseload or Hire add'l FTE	Minimum 2.0 hours/1.0 FTE case manager (shared by program) .50 hour Para time/day 1.0 hour Para time/day 2.0 hour Para time/day 3.0 hours of Para time/day if FTE can't be hired or load remains at 37+	Class Size = 15* 16+	.50 hour of para-educator time for that class period
Preschool (Speech Class, DD, SLC)	Caseload cap = 26 27-28 29-30 31-32 33+ Balance caseload or Hire add'l FTE	Minimum two 5.75 hour paras per student day/class of 12 .50 hour Para time/day 1.0 hour Para time/day 2.0 hour Para time/day 3.0 hours of Para time/day if FTE can't be hired or load remains at <u>33+</u>	Class Size = 12 13+	For each student over 12, 1 hour of para-educator time per day provided

Program	Caseload	Para educator time for caseload relief	Class Size	Class Size Relief
Self-Contained (6-12) (SLC, BEEP, TRUST, Life Skills)	Caseload cap = 26	Minimum 6.0 hours/day	Class Size = 12	For each student over 12, 1 hour of para-educator time per day provided
	27-28	.50 hour Para time/day	13+	
	29-30	1.0 hour Para time/day		
	31-32	2.0 hour Para time/day		
	33+ Balance caseload or Hire add'l FTE	3.0 hours of Para time/day if FTE can't be hired or load remains at <u>33+</u>		
Self-Contained (K-5) (SLC, REACH, Life Skills)	Caseload cap = 16	Minimum of two 6.25 hours/day	Class Size = 12	For each student over 12, 1 hour of para-educator time per day provided
	17-18	.50 hour Para time/day	13+	
	19-20	1.0 hour Para time/day		
	21-22	2.0 hour Para time/day		
	23+ Balance caseload or Hire add'l FTE	3.0 hours of Para time/day if FTE can't be hired or load remains at <u>23+</u>		
Transition (18-21)**	Caseload cap = 22	Minimum 6.0 hours/day	Transition is exempt from this provision.	
	23-24	.50 hour Para time/day		
	25-26	1.0 hour Para time/day		
	27-28	2.0 hour Para time/day		
	29+ Balance caseload or Hire add'l FTE	3.0 hours of Para time/day if FTE can't be hired or load remains at 33+		

*Study skills and similar non-academic instructional classes are exempt from class-size provision.

**Transitions Program: Quarterly, a substitute teacher will be assigned to the Transition classroom for the purpose of allowing the Transition teacher to visit student jobsites.

7. Other Special Education Workload Relief Provisions:

- a. Secondary Resource Classes: Special Education Classes exceeding fifteen (15) students enrolled in one (1) academic class period will be provided with .50 hour of Educational Assistant's time for that class period in addition to that which is already provided. (Study Skills and similar non-academic, instructional classes are exempt from this provision.)
- b. Compliance: Progress reports completed by special education caseload managers at the end of each semester will be prepared for mailing by non-certificated staff. Resource room teachers will partner with principals to determine when district-directed time may be provided for compliance. Principals will agree to no less than seven (7) hours of compliance time.
- c. Number of IEPs Written: In general, special education caseload managers do not write more than thirty (30) IEPs in a given school year. However, some extraordinary circumstances may result in writing additional IEPs such as:
 - i. Writing IEPs for an educator on leave
 - ii. Writing IEPs for an emergency certified special education teacher
 - iii. Writing IEP's for a teacher who is providing services but does not have an endorsement in compliance with special education law.

For each IEP written under such extraordinary circumstances in a given school year, the caseload manager shall be provided one-half (.5) day release per IEP or three (3) hours at per diem to be submitted on a timesheet.

In other cases, teachers who are writing additional IEP's should communicate with their administrator and fill out a form provided by the District describing their extraordinary circumstance. Extraordinary circumstances will be determined by the Assistant Superintendent of Human Resources, in conjunction with the Executive Director of Special Services, and the building administrator who supervises special education. Should the situation be determined to be extraordinary, the relief will be provided as stated above.

O. Speech and Language Pathologists:

1. Speech and Language Pathologists shall not be assigned a total caseload exceeding the District average of fifty (50) students. If assigned to three or more schools, the caseload cap for that SLP will be reduced by two (2).
2. Twelve (12) hours of SLPA time per day shall be allocated to SLP's for assistance.
3. In the event the District average exceeds fifty (50) the District will promptly post an SLP position for the purpose of hiring additional SLP help in order to reduce the caseload under the fifty (50) average.
4. In the event that the District is unable to employ an SLP due to unavailability of candidates, it is agreed that SLPA's will be hired to assist the SLP's. If an SLPA cannot be found, a para-educator will be hired.
5. The SLP's and Special Education Administrator will work together to determine the best placement of SLPA time. As a result of the use of SLPA's the caseload average of SLP's will increase proportionately to

the reduced number of SLP's (i.e. the SLP average caseload of fifty [50] would be dispersed among the remaining SLPs for each 1.5 SLPA hired).

6. If no one is hired after thirty (30) days of posting, the Assistant Superintendent, Human Resources and the Executive Director, Special Services will meet with employees to explore options.
7. Caseloads will be examined monthly, and when the caseload exceeds the average of fifty (50), the employee shall receive three (3) hours of pay at per diem per student beyond the average each month the caseload is above the average. The District and the impacted employee must agree on the calculation of the monthly caseload.
8. If the district average does not exceed 50 triggering relief in paragraph 7. above, and an individual SLPs caseload exceeds 57, they shall receive three (3) hours of pay at per diem each month for each IEP beginning with 58.
9. SLPs who are licensed to, and perform, the completion of paperwork for Medicaid billing shall receive a year-end stipend of five hundred dollars (\$500.00).
10. SLPA allocation- Adjustments to SLPA time based on monthly caseload counts will be made by the 15th calendar day of each month. The individual caseload count and District caseload average will be provided to the SLP group by the 15th of each month.

P. Occupational and Physical Therapists:

1. Occupational and Physical Therapists shall not be assigned a total caseload average exceeding forty-two (42) students.
2. In the event that this average exceeds forty-two (42), the District will promptly post an OT or PT position for the purpose of hiring additional OT/PT help in order to reduce the caseload under the forty-two (42) average.
3. If no one is hired after thirty (30) days of posting, the Assistant Superintendent, Human Resources and the Executive Director, Special Services will meet with employees to explore options.
4. Caseloads will be examined monthly and when the caseload exceeds the average, the employee shall receive three (3) hours of pay at per diem per student beyond the average each month the caseload is above the average. The District and the impacted employees must agree on the calculation of the monthly caseload.
5. OTs and PTs who are licensed to, and perform, the completion of paperwork for Medicaid billing shall receive a year-end stipend of five hundred dollars (\$500.00).
6. If a District PT travels to more than 6 buildings, the PT will meet and confer with the Executive Director of Special Services to determine the appropriate relief: either increased PT or PTA time.
7. The district will provide 3-days per week of PT-A time to support the PT in serving students district-wide.

Q. All employees administering the WA-AIM shall be granted two (2) days release time per student requiring the WA-AIM. Employees shall receive up to an additional two (2) days per student in unusual circumstances subject to District approval. Employee may elect to receive a supplemental payment equivalent to the substitute costs in lieu of release time.

R. The employee may elect to work the release time at the assigned building or at an alternative district site. The employee will notify their building administrator of their location.

S. Psychologists:

1. It shall be a District goal that school psychologists shall minimally be staffed at a district wide average ratio of one psychologist to 900 students.
2. Psychologist interns may be counted as 0.5 FTE, for the purposes of caseload ratios.
3. The caseload goal is a district average of 900:1. After attempting to balance caseloads, and should the district average caseload reach 1,000, then an additional .25 FTE shall be triggered. If the FTE cannot be hired, a six (6) hour paraeducator will be hired to support psychologist throughout the district. The allocation of paraeducator support will be jointly determined between the Executive Director of Special Services and school psychologists.
4. As a recruitment and retention incentive, the District shall provide a one-time stipend of two thousand dollars (\$2,000.00) to a psychologist who completes the National Association of School Psychologists (NASP) certification or if they have Education Specialist Degree (EdS). After the first year, an annual stipend of one-thousand dollars (\$1,000) will be provided in recognition of this certification or degree. (Section 7.15)
5. The District shall pay the annual NASP membership for school psychologists. (Section 7.15)
6. To increase work productivity, a school Psychologist may work from an alternative district location once a month by mutual agreement with their principal.

Section 8.08 IEP CONFERENCES

- A. Student Placement. The regular classroom teacher will be informed of the placement of any special education students in their classroom.
- B. Classroom teachers will be invited to participate in IEP meetings.
- C. When an employee is required to participate in an IEP conference which occurs beyond the regular work day, the employee shall be paid curriculum rate.

Section 8.09 HIGHLY QUALIFIED

The Association and the District shall work together to assure all employee can become highly qualified. The District shall pay for Praxis Exam fees and one (1) study guide for an employee opting to take and ultimately passing the exam to obtain "Highly Qualified" status under state and federal rules.

Section 8.10 JOB SHARING

Employees seeking to "job share" must submit a written application along with signed written agreement to the Assistant Superintendent, Human Resources no later than March 1 prior to the school year the job share is to commence. Approval of a job share is contingent on the job share applicants reaching a written agreement with the District on all terms and conditions of the job share. Said written agreement must be signed by the job share applicants, the immediate supervisor, the Association President, and the Assistant Superintendent, Human Resources. Notification by Human Resources of approval or denial of the job share shall be made no later than April 1. The District will provide reasons for the denial of a job share proposal to the employees who may resubmit their requests. Denial of job share shall only be subject to Step 1 and Step 2 of the grievance process outlined in this Agreement. Job shares shall be limited to seven (7) per year throughout the district, unless otherwise agreed to by the District.

Section 8.11 CERTIFICATION MAINTENANCE

- A. Clock Hours: The District shall make clock hours available at no cost to employees at all District sponsored training of one (1) hours or more. Employees will be responsible for tracking their own Clock Hours until such a time as they are turned into the District.
1. Employees may submit Clock Hours as they are earned, or when the employee determines that they have sufficient Clock Hours to warrant a salary change. The employee will submit Clock Hours with a cover checklist to confirm that the forms are properly and fully completed.
 2. The District will maintain an employee's Clock Hours file with the employee's submissions until such time as the employee submits a request for salary change.
 3. The annual due date for submitting Clock Hours and requesting a salary change is October 1.
 4. Employees should submit all Clock Hours and requests for salary changes prior to September 1 to assure timely processing of salary changes and to allow time for any necessary employee corrections. Recognizing that documentation of Professional Development completed during the summer may not be available by September 1, the final due date for submitting Clock Hours and requesting a salary change is October 1.
 5. A minimum of thirty (30) Clock Hours will be offered by the District each year.
- B. Certificate: The District will alert all employees if any state or federal rules impact or potentially impact their teaching assignment.

Section 8.12 EXPECTATION OF TRAINING

When the District initiates a new curriculum or instructional expectations which require employee training, such training shall be made available prior to the implementation time.

Section 8.13 STATE ASSESSMENT SCHEDULE

A calendar of State and District assessments each year of this agreement shall be published as an addendum to the Collective Bargaining Agreement. A calendar of State and District assessments for the subsequent years shall be provided to all employees. Should changes be necessary during the term of this agreement, the parties shall discuss impacts to the assessment schedule at Labor Management Committee.

- A. The use of standardized testing and classroom-based assessments has increased in recent years. Though the results of such assessments should be helpful in making instructional and curricular decisions, the administration, scoring, and analysis of such assessments/tests can have a significant impact on the workload of the employees. Therefore, the parties will review assessment requirements through LMC on a yearly basis to recommend modifications or additions.
- B. Current Required and Voluntary Standardized and Classroom Based Assessments. Appendices 12A (Elementary Assessments) and 12B (Secondary Assessments) herein are lists for the 2018-2019 school year of the standardized and classroom-based assessments that will be administered during the year and the time frame for doing so. This includes all assessments required by law or regulations, required by the District, and any such assessments not required but voluntarily implemented due to decision making, for example, but not limited to, the school level.

However, nothing in this section is intended to address or limit the use of individually or collaboratively generated student assessments at the school or classroom level.

Section 8.14 CURRICULUM ADOPTION COMMITTEE

The District and the Association both recognize the need for appropriate curriculum at all levels in the District. The District shall create and maintain a Curriculum Adoption Committee to review current curricula and create a timeline for purchasing new materials. This committee will also review potential new materials and have the final say in what curricula is purchased by the District. The Association will have the right to provide one (1) elementary and one (1) secondary Association designated representative to the District Curriculum Committee.

Section 8.15 WA-KIDS

Teachers, participating in the Washington Kindergarten Inventory of Developing Skills (WaKids) will have the following conditions of employment:

A. Alternative Work Year for Teachers in General Education Kindergarten classrooms only:

The first three (3) students' days shall be used to hold Family Connection conferences with parents/guardians:

1. Support will be provided to assist with conference scheduling and preparation;
2. Scheduling of the conferences will be at the discretion of the kindergarten teacher.

B. Special education teachers in self-contained programs who have kindergarten students will be compensated at their per diem rate up to one hour (1) for each Family Connection conference with parents/guardians:

1. Support will be provided to assist with conference scheduling and preparation;
2. Scheduling of the conferences will be at the discretion of the special education teacher.

C. Testing Support (per testing session):

General education kindergarten teachers and special education in self-contained programs who have kindergarten students shall be provided with four (4) hours at their per diem rate, and three (3) hours of para time for the purpose of planning, scheduling conferences, collaborating, and inputting observational data.

Section 8.16 EQUITY COMMITTEE

A District Equity Committee will work on systemic equity implementation, including drafting District policy and procedures addressing systemic discrimination issues. LSEA will appoint two certificated staff to this district and community committee.

ARTICLE 9 EVALUATION

Section 9.01 EVALUATION PROCEDURES-EDUCATIONAL SUPPORT ASSOCIATE

- A. Rationale for Personnel Evaluation: Under provisions for RCW 28A.405.100. evaluations will serve as a basis for the development of a written report, a copy of which shall be provided to the employee, and for the development of a suggested and reasonable program for improvement in instances where an individual's performance is judged unsatisfactory
- B. Annual Performance Analysis: Certificated classroom teachers and educational support associates (ESA) holding non-administrative positions are collectively referred to as "employees" herein. Every employee, other than employees who are provisional status, whose work is judged unsatisfactory based upon the evaluation procedures and criteria herein shall be placed in a probationary status after October 15 and shall be given sixty (60) school days to demonstrate improvement in their deficiency.
1. Responsibility for Evaluation:
 - a. Within each school, the principal or designee shall be responsible for the evaluation of employees who are assigned to that school. An employee assigned to more than one (1) school shall be evaluated by the principal or designee by the Superintendent. If the evaluator is other than the building principal, the employee shall be notified in writing by October 1 who the evaluator shall be.
 - b. Evaluation of ESA employees may be assigned to a specific administrator or evaluator with the ESA evaluation to reflect input from building administrators. The administrative organizational plan of the District shall be used to determine line of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process.
 - c. An employee may request in writing to the Assistant Superintendent, Human Resources an alternate evaluator. The Assistant Superintendent, Human Resources may then designate another individual to perform an observation.
 2. Evaluation Criteria: Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in Article 9, Section 9.02 or 9.03.
 3. Required Evaluations:
 - a. All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed no later than June 1..
 - b. If the supervisor contemplates recommending that an employee be placed on probation an evaluation shall be completed prior to any such recommendation. Such evaluation shall take the form of a letter informing the employee of the evaluator's recommendation to the Superintendent that the employee be placed on probation and the supporting information that is provided with the recommendation.
 - c. If the employee is transferred after forty-five (45) days from a position to another position not under the administrator's jurisdiction, an evaluation shall be made at the time of transfer.

- d. If an employee resigns during the school year, upon request of the employee, a final evaluation shall be completed prior to the resignation date, provided that prior sufficient notice of resignation is given.
- 4. Individual Staff Initiated Analysis: An employee, upon their own volition, may request an analysis of specific teaching skills to bring about an improvement of instruction in connection with particular skills and performance.
 - a. Since the purpose of the employee initiated program is to strengthen performance, the employee is encouraged to confer with and seek observations by whomever they feel can assist in achieving this goal.
 - b. The employee, in a pre-conference prior to the observation may specify those skills they wish to have observed. The employee may select from any or all categories of analysis.
 - c. Following the observation(s) the evaluator shall have a post-conference with the employee.
- 5. Evaluation Procedures
 - a. General: Evaluation of an employee's performance shall be based upon the observations of the employee's assignment as provided in paragraph B.6.b. below, together with such other sources of information as may be pertinent to the adopted criteria provided to the extent that when any evaluation is based upon verified information other than observations, the employee shall be advised orally within five (5) working days and in writing fifteen (15) working days after such information came to the attention of the supervisor. Provided that, in the event either the supervisor of the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.
 - b. Observations:
 - i. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment.
 - ii. During each school year each employee including the new employees shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school shall not be less than sixty (60) minutes, of which one (1) observation shall be at least thirty (30) minutes in length.
 - iii. In addition to the observation required by this Article, supervisors may make observations at any time during the school year.
 - iv. Supervisors or other designated administrators shall promptly document in writing each observation and shall provide the employee with a copy thereof within three (3) to five (5) working days after the observation was performed. When the three (3) to five (5) day provision cannot be met due to exigencies, the supervisor shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay. A post-conference shall promptly be held after an observation at the request of either the employee or the evaluator. During the post-conference the employee and the evaluator shall attempt to identify strengths and areas of improvement that could be identified as goals, together with factors outside the employee's performance. A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes. The employee shall sign the District's copy of the observation report to indicate that they have seen the report and have been given a copy

thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.

- v. Observations may be documented by memorandum from the supervisor or other evaluator to the employee.

6. Post Evaluation Procedures:

- a. Evaluations required under paragraph B.3. above shall be documented using the evaluation report form attached hereto as Appendix 12 or Appendix 14. In addition to rating each employee in each performance category set forth in the appropriated evaluation criteria, the supervisor shall rate the overall performance of the employee in the space provided on the evaluation report form. Such overall performance rating shall reflect the supervisor's judgment as to the overall performance of the employee.
- b. Each employee shall be provided with a copy of their evaluation report within three (3) days after such a report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that they have seen the report and have been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation.
- c. Following the completion of each employee's evaluation report, a meeting shall be held between the supervisor and the employee to discuss the contents thereof.
- d. The District's copy of such evaluation shall be forwarded to the personnel office for filing with the employee's personnel file.

C. Probation:

- 5. Supervisor's Report. In the event that a principal or other supervisor determined on the basis of a required evaluation per procedures outlined in B. above that the performance of an employee under their supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent after October 15 and no later than January 20. The report shall include the following: The District's copy of such evaluation shall be forwarded to the personnel office for filing with the employee's personnel file.

- a. The evaluation report prepared pursuant to the provision of paragraph B.6a and B.6b above.
A recommended specific and reasonable program designed to assist the employee in improving their performance.

6. Establishment of Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee on probationary status beginning after October 15 and no later than February 1. After October 15 and no later than February 15, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies;
- b. A suggested specific and reasonable program for improvement;
- c. A statement indicating the duration of the probationary period which shall be in accordance with law (60 school days as of the effective date of this Agreement);
- d. A statement that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their area of deficiency.

3. Evaluation During the Probationary Period

- a. At or about the time of delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriated in the judgment of the supervisor, the supervisor may authorize an additional certificated employee to evaluate the probationer and to aid the employee in improving their areas of deficiency. With the consent of the probationer, additional certificated employees may be authorized to observe the probationer and to aid the employee in improving their areas of deficiency. If a certificated employee is appointed to aid the probationer, this employee may decline the appointment on sound reasons. It is understood by all parties that if an employee is appointed to assist the probationary employee, that the employee is immune from civil liability as provided in RCW 28A.405-100.
- b. During the probationary period, the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph B.6.b. iv. above shall apply to the documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in their notice of probation.

4. Limit on Transfer or Reassignment during Probationary 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 non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.

5. Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved, and which shall set forth one of the following recommendations for further actions:

- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

6. Action by the Superintendent

Following a review of any report submitted pursuant to paragraph C.5 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause of the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15, pursuant to the requirements of RCW 28A.405-210.

7. **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.

8. **Records**

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

D. **Provisional Employees:** The Association and the District are equally committed to the success of provisional employee. Towards that end, the parties agree to the following:

1. Performance concerns shall be addressed with the employee when concerns of deficiencies are initially identified.
2. Appropriate and reasonable forms of assistance and/or coaching shall be offered to the employee.
3. Employees are expected to be responsive to improvement needs and to demonstrate initiative in seeking and accessing assistance.
4. Employees shall be given reasonable notice of potential unsatisfactory evaluation and clear expectations of areas needing improvement prior to March 1 unless significant deficiencies are first identified at a later date but still before the May 15 statutory date. Such notice shall be provided in a meeting involving the employee, an Association representative, and the administrator responsible for Human Resources.
5. A plan of assistance and support will be developed for employees required to do a third year of provisional status due to areas of performance needing improvement.

E. **Limitation of Grievance:** The grievance procedure set forth in Article 11 shall not apply to this Article 9 on evaluation, except as to substantial errors in implementing the evaluation procedures or the inclusion of criteria not listed herein.

F. **Short Form Evaluation:** After an employee has four (4) years of satisfactory evaluations under the regular process, an administrator may use a short form evaluation as allowed by RCW 28A.400-100(5), in lieu of the process set forth below.

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.

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

1. If an evaluator intends to use the short form process, the evaluatee shall be notified in writing to the beginning of the process, said notice to include a list of the two (2) options allowed by paragraph 2. below.

The evaluatee may request the regular process at that time. The short form may, but need not be, used in conjunction with the Professional Growth Program process.

2. The evaluator and evaluatee shall chose one (1) of the two (2) options below for the short form process:
 - a. One (1) thirty (30) minute observation during the school year with a written observation report;
 - b. A final annual written evaluation based on the criteria in Section 9.02 or 9.03, as applicable with two (2) observations during the school year totaling sixty (60) minutes.
3. The following procedural requirements of the regular evaluation process shall apply:
 - a. Responsibility for Evaluation (Section 9.01. B.1.);
 - b. Time limit on the delivery of an observation report(s) (Section 9.01. B.6.b.iv.).
4. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for non-renewal of an employee's contract under RCW 28A.405.210.
5. Should it become apparent during the school year that the employee has deficiencies in the evaluation criteria areas noted in Section 9.02 or 9.03 as applicable, that employee shall be placed on a Performance Improvement Plan which shall supersede the short form evaluation process.

G. Professional Growth Program:

1. The Professional Growth Program shall be available on a voluntary basis for all certificated employees. This plan is designed to encourage professional growth through employee self-assessment and goal setting in cooperative discussions and collegial planning with the supervising administrator.
2. The certificated employee shall complete annual self-assessment that includes the setting of individual goals and the outline of a plan for accomplishing them. One or more of the following sources of information shall be used by the employee in developing a Professional Growth Program:
 - a. Peer review and evaluation;
 - b. Input by parents;
 - c. Input by students;
 - d. Personal and/or professional goals;
 - e. District goals;
 - f. Building goals;
 - g. Self-assessment;
 - h. Personal academic records;
 - i. District evaluations.
3. Materials/records/portfolios expressly developed as a result of the individual's participation in the Professional Growth Program shall be the property of the certificated employee participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria.

Section 9.02 EDUCATIONAL SUPPORT ASSOCIATE CRITERIA

Criteria for Analysis: The criteria for evaluation in Section 9.03 are applicable to all Educational Support Associates situations, but all of the indicators listed hereunder may not be applicable to all Educational Support Associates situations. These indicators are listed to assist the Educational Support Associates and administrators in evaluating Educational Support Associates performance on the criteria. Educational Support Associates (ESA) shall include:

1. Counselors;

2. Nurses;
3. Communication Disorder Specialists;
4. Psychologists;
5. Physical and Occupational Therapists.

- A. Knowledge and Scholarship in Special Field: Each Educational Support Associate demonstrates a depth and breadth of knowledge of theory and content in their special field. They demonstrate an understanding of and knowledge about common school education and the education milieu grades K-12 and demonstrate the ability to integrate their area of specialty into the total school milieu.

The ESA staff member is able to:

1. Attending necessary meetings;
2. Provide a theoretical rationale for procedures and methods used;
3. Integrate specialized program into the basic education program;
4. Apply principles of learning and human growth and development in the delivery of the specialized program services to students.

- B. Specialized Skills: Each Educational Support Associate demonstrated in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

The ESA staff member is able to:

1. Select and administer formal and informal instruments and procedures appropriate to the student;
2. Demonstrate an understanding of the limitations and restrictions of assessment instruments and procedures;
3. Interpret results of assessment and summarize implications for student programming, orally and in writing;
4. Plan and implement student programs based on identified needs.

- C. Management of Special and Technical Environment: Each Educational Support Associate demonstrated an accepted level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.

The ESA staff member is able to:

1. Utilize a variety of materials, techniques and community resources appropriate to the age and needs of the student;
2. Organize and maintain a schedule that provides adequate student contact time;
3. Complete reports, records and other required paperwork in a timely manner;
4. Organize and maintain student files to ensure compliance with laws and confidentiality;
5. Organize the physical setting to ensure the effective delivery of specialized services.

- D. Professionalism: The Educational Support Associate is a professional. Each ESA demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.

The ESA staff member is able to:

1. Apply current research and new developments to their program of services;

2. Demonstrate understanding of current laws, and rules and regulations affecting their area(s) of specialized service;
 3. Demonstrate commitment to the profession through participation in workshops, seminars and appropriate school and professional activities;
 4. Identify own strengths, needs and limitations;
 5. Follow through on recommendations included in periodic and annual personnel evaluations.
- E. Involvement in Assisting Pupils: Each Educational Support Associate demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
- The ESA staff member is able to:
1. Interpret characteristics and needs of students to parents and other professionals;
 2. Write clear, complete and concise reports;
 3. Organize and facilitate meetings with parents and other educational personnel to review or plan for the student's needs;
 4. Present the ESA specialized program and the school's program to the public in a professional manner;
 5. Protect the student's and family's right to privacy.

Section 9.03 EVALUATION PROCEDURES-GENERAL PROVISIONS CLASSROOM TEACHER AND LIBRARY MEDIA SPECIALISTS

- A. Classroom Teacher Defined: The Comprehensive and Focused evaluation system applies to classroom teachers, specifically those staff who provide academically focused instruction to students who hold one or more of the qualified certificates in accordance with WAC 392.191A.030. The term "classroom teacher" does not include OT, PT, SLP, Psychologist, Counselors. With the exception of Library Media Specialists, those bargaining unit members who do not provide academically focused instruction to students will remain under the evaluation system as defined in Article 9.
- B. Library Media Specialist: A separate four-tiered evaluation framework, based upon Charlotte Danielson's Framework for Library Media Specialists (LMS) will be utilized for the evaluation of LMS's. An evaluation system that mirrors that of classroom teachers has been established to facilitate practice focused conversations between the LMS and their evaluator. There are some key differences between the evaluation of LMS's and classroom teachers, otherwise, an LMS evaluation cycle and timelines are the same as a classroom teacher cycle described in Section 9.04. These differences are:
1. Library Media Specialists do not have a defined group of students that they provide instruction to. Therefore, the student growth components of a classroom instructor's evaluation system do not apply to LMS's.
 2. Library Media Specialists will develop a plan to evaluate the library/media program (criterion 1g).

3. Library Media Specialists will be evaluated at least once every six (6) years on a comprehensive holistic final evaluation. This comprehensive evaluation will be rated based upon evidence contributed by the evaluator and the LMS in four evaluation domains.
4. On years when the LMS is not evaluated on a comprehensive evaluation, a focused evaluation (focus on one domain area) will be used. The last summative comprehensive rating shall be used as the Focused rating score.
5. The evaluation domains of the LMS rubric are:
 - Domain 1: Planning and Preparation
 - Domain 2: Environment
 - Domain 3: Delivery of Service
 - Domain 4: Professional Responsibilities and Leadership
6. The final overall rating of LMS's is based upon a summative scoring band that takes into consideration the ratings of a LMS in each Domain. The overall summative score is determined by totaling the 4 domain-level scores as follows.
 - a. Unsatisfactory- 4-6
 - b. Basic- 7-10
 - c. Proficient-11-14
 - d. Distinguished 15-16

C. Professional Development:

1. Prior to being evaluated, each teacher shall receive adequate professional development to comprehend the instructional framework and the evaluative rubric and process. The amount and substance of said professional development shall be mutually determined by the Association and the District.
2. Before evaluating classroom teachers, principals and administrators will engage in professional development designed to implement the performance evaluation system and maximize rater agreement as required by RCW 28A.405.130.
3. Teachers new to the District shall undergo training in the adopted Framework and in the evaluation system.

D. Instructional Framework: Classroom teachers shall be evaluated using the State 8 Criteria under the Danielson Framework for Teaching, which was mutually agreed upon by the Lake Stevens School District and the Association, and is identified in Appendix 13.

E. Evaluation Criteria: The following are the evaluative criteria for classroom teachers as described in the Lake Stevens School District Evaluation Handbook.

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter content and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community;

8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- F. Evaluator: It shall be the responsibility of a principal or designee to evaluate all classroom teachers in their school. For any teacher assigned to more than one (1) school, the Superintendent or designee shall notify that teacher who the evaluator shall be.
- G. Request for Alternate Evaluator: An employee may request in writing to the Assistant Superintendent of Human Resources an alternate evaluator. The Assistant Superintendent of Human Resources may then designate another individual to perform an observation.
- H. Representative: An employee shall be entitled, upon request and prior notification, to have present an Association representative during any meeting related to matters concerning their evaluation for the sole purpose of observation.
- I. Privacy of Evaluation Results: Evaluation results shall not be: shared or published with any teacher identifying information and without notification to the individual and the Association.
- J. Grievance: The grievance procedure set forth in Article 11 shall not apply to this Article 9 on evaluation, except as to substantial errors in implementing the evaluation procedures or the inclusion of criteria not listed herein.
- K. Changing from Focused to Comprehensive: A classroom teacher may be transferred from a focused to a comprehensive summative evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be communicated in writing by the evaluator to the teacher by December 15th. When a teacher is transferred from a Focused evaluation to a Comprehensive evaluation, all of the procedures of the Comprehensive evaluation must be completed.
- L. Documentation: Teachers and evaluators shall be expected to reflect upon and align evidence and artifacts to the "Observation-Evidence-Artifacts Documentation Form" in an electronic manner (MS Word, shared Google document, etc.).

Section 9.04 COMPREHENSIVE EVALUATION


- A. Teachers Required to be on Comprehensive: All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. The following categories of classroom teacher must receive an annual comprehensive summative evaluation: Classroom teachers who are provisional and any classroom teacher who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous school year.
- B. Should an evaluator determine a need to place a teacher on a comprehensive evaluation beyond the requirements listed above, the employee will be notified of the reason(s) in writing prior to the start of the evaluation process. Definition of Comprehensive Evaluation: A comprehensive summative assesses all eight (8) evaluation criteria referenced in the Lake Stevens School District Evaluation Handbook and all criteria contribute to the comprehensive summative evaluation performance rating.

- C. Self-Reflection: The teacher completes a self-reflection of their performance under the instructional framework prior to the end of each school year. Sharing the results of self-reflection with the teacher's evaluator is optional.
- D. Goal Setting: Prior to the end of October, the teacher and evaluator shall discuss and collaboratively establish professional goals, student growth measures and student growth goals to be used for the year. Teachers will set a maximum of three (3) goals: at least one (1) must be student growth goal. The teacher and evaluator shall collaborate in identifying and documenting Student Growth Goals 3.1, 6.1 and 8.1, on or before the first pre-observation conference. The goal for Student Growth Goal 6.1 and 8.1 may be the same goal. By June 1, the teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.
- E. Gathering of Evidence: Evaluators should assume all teachers are proficient in each scoring criteria. If both the teacher and evaluator agree on the score for a criterion, no evidence, other than observation notes, is required to be submitted for that criterion. If at the Mid-Year conference there is a disagreement on a scoring criterion, it is the responsibility of the teacher and evaluator to provide evidence to prove otherwise.
1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during that school year.
 2. An accurate evaluation requires that documented evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be advised orally within five (5) working days and in writing fifteen (15) working days after an evaluator obtains evidence if which the teacher would otherwise not be aware. Provided that, in the event either the supervisor or the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.
 3. Surveys and/or information of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
 4. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.05.
- F. Observations:
1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of sixty (60) minutes.
 2. A teacher 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.
 3. Teachers new to the District shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days for their employment period.
 4. The evaluator, administrator(s), or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post- observation conferences.

5. A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes.
6. As appropriate, the evaluation of the classroom teacher may include the observation of duties that occur outside the classroom setting.
7. The evaluator shall promptly document, in writing, each observation and shall provide the employee with a copy thereof within five (5) working days after the observation was performed. When the five (5) day provision cannot be met to exigencies, the evaluator or administrator shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.
8. The employee shall sign the District's copy of the formal observation report to indicate that they have seen the report and have been given a copy thereof. The employee's signature on the formal observation report does not imply agreement with the contents thereof.

G. Pre-Observation and Post-Observation Conferencing:

At least one (1) observation during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. For any observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post-observation conference.

1. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.
2. The pre-observation conference will occur within five (5) school days of the observation unless there are extenuating circumstances discussed by the teacher and the evaluator and the  conference is rescheduled to a specific date. The District pre-observation conference form will be used to guide or focus the discussion at the pre-observation conference; teachers are expected to complete the

form prior to the pre-observation conference.

3. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom.
4. The post-observation conference will occur within five (5) school days of the observation unless there are extenuating circumstances discussed by the teacher and the evaluator and the conference is rescheduled to a specific date. The evaluator shall provide the teacher with a copy of the final written observation report within five (5) school days after such a report is prepared.

H. Mid-Year Conference: The evaluator shall meet with the teacher for a mid-year conference to be held no later than the end of February. The purpose of the meeting will include, but is not limited to:

1. To discuss the teacher's progress toward goals set in the fall;
2. To discuss the teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;
3. To discuss areas of strength and areas of growth for the teacher relevant to the 8 criteria;
4. To develop plans for observations the remainder of the year.

I. Final Evaluation Conference:

1. The teacher will receive their final evaluation with preliminary ratings three (3) school days prior to the final evaluation conference, unless otherwise agreed to extend up to five (5) school days.
2. The teacher and the principal shall hold a Final Evaluation Conference by June 1.
3. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have three (3) working days to submit additional evidence, otherwise agreed upon to extend up to five (5) school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.
4. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
5. By June 1 the teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.

J. Overall Summative Performance Rating:

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

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

K. Student Growth Measures:

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

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

A student growth score of "1" in any of the rubric rows will result in an overall low student growth score.

2. Student growth data will be taken from multiple sources identified collaboratively by the teacher and evaluator 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 (2) points in time, within the current school year, shall not be used as evidence in determining a teacher's student growth criterion score.

3. A teacher who receives a 4 - Distinguished preliminary summative score and a Low student growth score will receive an overall 3 - Proficient rating.
4. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by state code (WAC 392-191A-100):
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, district, and state-based tools.
 - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or:
 - c. Schedule monthly conferences focuses on improving student growth to include one or more of the following topics; student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or:
 - d. Create and implement a professional development plan to address student growth areas.
5. The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

Section 9.05 FOCUSED EVALUATION

A. Classroom Teacher in Focused:

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient or Distinguished in the previous school year may be required to complete a focused evaluation.

B. Definition of Focused:

A focused evaluation includes an assessment of one of the eight (8) criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities as part of a collaborative process. Teachers can be observed and evaluated as part of that collaborative team process.

C. Focused Evaluation and the Professional Growth Plan:

A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

D. Self-Reflection:

The teacher completes a self-reflection of their performance under the instructional framework prior to the end of each school year. Sharing the results of the self-reflection with the teacher's evaluator is optional.

E. Goal Setting:

Prior to the end of October, the teacher and the evaluator shall agree to up to three (3) professional goals, possibilities and ideas for student growth measures and student growth goals to be used for the year. If criterion 3, 6, or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for 3.1, 6.1, or 8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a student growth goal for 3.1 or 6.1.

F. Gathering of Evidence:

Evaluators should assume all teachers are proficient in each scoring criteria. If both the teacher and the evaluator agree on the score for a criterion, no evidence other than observation notes is required for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the teacher and the evaluator to provide evidence to prove otherwise.

1. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.
2. An accurate evaluation that documented evidence reflecting upon performance is used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluations. Therefore, the teacher shall be advised orally within five (5) working days, and in writing within fifteen (15) working days after an evaluator obtains evidence of which the teacher would otherwise not be aware. Provided that, in the event either the supervisor or the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.
3. Surveys and/or information of student and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.
4. All observations shall be conducted openly. The use of electronic monitoring devices will be conducted in accordance with Section 5.05.

G. Observations:

1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of sixty (60) minutes.
2. The evaluator, administrator(s), or teacher may initiate formal and/or informal observations and unscheduled observations. A pre- and post-observation conference will occur at the request of either the teacher or evaluator.
3. The teacher may be observed as part of a collaborative team.
4. The evaluator shall promptly document in writing each observation and shall provide the employee with a copy thereof within five (5) working days after the observation was performed. When the five (5) day provision cannot be met due to exigencies, the supervisor shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.
5. The employee shall sign the District's copy of the observation report to indicate that they have seen the report and have been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.

H. Mid-Year Check:

The evaluator shall meet with the teacher for a mid-year check-in no later than the end of February, for the purposes that includes, but is not limited to:

1. To discuss the teacher's progress toward goals set in the Fall;
2. To discuss the teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;
3. To discuss areas of strength and areas of growth for the teacher;
4. To develop plans for observations the remainder of the year.
5. By June 1, the teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.

I. Final Evaluation Conference:

1. The teacher will receive their final evaluation with preliminary ratings three (3) school days prior to the final evaluation conference, unless otherwise agreed upon to extend up to five (5) school days.
2. The teacher and the principal shall hold a Final Evaluation Conference by the end of the school year.
3. At the conference, each selected criterion shall be rated collaboratively, based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have three (3) working days to submit additional evidence, unless otherwise agreed to extend up to five (5) school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.
4. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
5. By June 1 the teacher will sign two (2) copies of the Final Evaluation Report. The signature of the teacher does not imply that the employee agrees with its contents.

J. Overall Summative Performance Rating:

At a minimum, the Focused Performance Rating shall be the prior Comprehensive Performance Rating, either Proficient (3) or Distinguished (4). A teacher may work to improve this rating. By definition the Focused Performance Rating is an evaluative statement about the classroom teacher's comprehensive performance based upon the pre-determined evidence that the classroom teacher has already been deemed overall Proficient or Distinguished. A classroom teacher on the Focused Evaluation will not be deemed less than Proficient.

K. Student Growth Measures:

1. The focused evaluation will include the student growth rubrics of the selected criterion. If criteria 3, 6, or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 and 6 student growth rubrics, as selected by the teacher.
2. Student growth data will be taken from multiple sources identified collaboratively by the teacher and evaluator 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 (2) points in time, within the current school year, shall not be used as evidence in determining a teacher's student growth criterion score.

Section 9.06 SUPPORT FOR BASIC AND UNSATISFACTORY RATINGS

- A. The Association President will be notified when any teacher is judged below an overall summative score of three (3) Proficient, as early as possible, or within ten (10) school days of knowledge by the Assistant Superintendent of Human Resources that such a rating may occur.

- B. When a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient (3), the teacher must be formally observed before October 15 the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan including opportunities for facilitated professional growth will be completed prior to completion of the comprehensive evaluation. This support plan can include, but is not limited to:
 - 1. The teacher's class size will not exceed trigger;
 - 2. Opportunities to observe colleges' instruction with a mentor;
 - 3. The teacher may request a second certificated administrator as an observer;
 - 4. The teacher will be assigned only one (1) work location, i.e., one (1) classroom;
 - 5. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
 - 6. An effort will be made to limit a secondary teacher to no more than two (2) subject area preparations.

Section 9.07 PROVISIONAL EMPLOYEES

- A. The Association and the District are equally committed to the success of provisional employees. Towards that end, the parties agree to the following:
 - 1. Performance concerns shall be addressed with the employee when concerns of deficiencies are initially identified. Notice will be given concurrently to the Association.
 - 2. Appropriate and reasonable forms of assistance and/or coaching shall be offered to the employee.
 - 3. Employees are expected to be responsive to improvement needs and to demonstrate initiative in seeking and accessing assistance.
 - 4. Employees shall be given reasonable notice of potential unsatisfactory evaluation and clear expectations of areas needing improvement prior to March 1st unless significant deficiencies are first identified at a later date, but still before the May 15 statutory date. Such notice shall be provided in a meeting involving the employee, an Association representative, and the administrator responsible for Human Resources.
 - 5. A support plan will be developed for employees required to do a third year of provisional status due to areas of performance needing improvement.
 - 6. A second-year provisional employee who scores a rating of Proficient (3) or Distinguished (4) may be granted continuing contract status beginning in their third year of employment.

Section 9.08 PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based upon the scoring criteria, shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

A. When Probation:

A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is:

1. Unsatisfactory.
2. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

B. Comprehensive Only:

Teachers may be placed on probation based on the Comprehensive Evaluation system described above.

C. Outside of Endorsements:

Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

D. Evaluator Report to the Superintendent:

In the event that an evaluator determines that the performance of a teacher under their supervision merits probation, the evaluator shall report the same, in writing, to the Superintendent after October 15 and no later than January 20. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 9.04 Comprehensive Evaluation above, and;
2. A recommended specific and reasonable plan of improvement designed to assist the teacher in improving their performance.

E. Superintendent Decision on Probation:

If the Superintendent concurs with the administrator's judgment that the performance of the employee meets the statutory conditions for probation under RCW 28A.405-100, as stated in Section 9.08A, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15 and no later than February 1. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is less than Basic (2). Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable plan for improvement;

3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in their areas of deficiency.

F. Plan of Improvement:

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.400. The purpose of the probationary period is to give

the employee opportunity to demonstrate improvement in their areas of deficiency. Therefore, a reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and evidence which will be used to determine the teacher's success or failure.

G. Procedural Errors:

If a procedural error occurs in implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

H. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken. The Association president shall be notified if such conference, and the teacher's discretion, an Association representative shall be present.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 9.04.F.6 and 7. shall apply to the documentation of observation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time once they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD. The probationary teacher may request the Association to provide an additional evaluator. Information gathered by the Association evaluator shall remain confidential, at the discretion of the teacher.
6. The probationary teacher shall have the right to an Association representative present as an observer at all pre-observation and post-observation conferences, if the teacher so desires.

I. Removal from Probation:

A teacher who is on a Plan of Improvement must be removed from probation if they have demonstrated sufficient improvement, as determined by the evaluator, in the areas prescribed as deficient. The teacher must be removed

if a teacher within five (5) years of experience scores at two (2) Basic or above and a teacher of more than five (5) years scores at three (3) Proficient or above.

J. Lack of Improvement:

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer may constitute grounds for non-renewal under the law.

K. Evaluator's Post-Probation Report:

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

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the teacher has not demonstrated sufficient improvement in the areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

L. Action by the Superintendent:

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

M. Failure to Complete Process:

A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended, or may be recommended for non-renewal.

N. Records:

Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

Section 9.09 NON-RENEWAL

- A. When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below two (2) Basic for two (2) consecutive years, the District staff shall, within ten (10) days of completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW.28A.405.300. An employee so affected shall have the right to appeal through the applicable appeal procedures provided in current or subsequent state statutes. A provisional contract employee non-renewed for performance reasons may only appeal as provided by statute.

- B. The grievance procedure set forth in Article 11 shall not apply to this Article 9 on evaluation, except as to substantial errors in implementing the evaluation procedures or the inclusion of criteria not listed herein.

ARTICLE 10 SUBSTITUTES

This Article applies only to part-time and long-term substitutes as defined in Section 1.01 of this Agreement. It does not apply to long-term leave replacement employees to whom the District offers non-continuing contracts. Such leave replacement employees are those who are expected (based on the nature of the leave for the person the employee is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one (1) specific assignment. Such leave replacement employees are entitled to all rights and benefits provided by this total Agreement, whereas the rights and benefits applicable to part-time and long-term substitutes are governed in accordance with this Article.

Section 10.01 NOTICE TO ASSOCIATION

Prior to July 1, November 1, and February 1, the District shall provide the Association with a list of employees who have met the standards in Section 1.01 for inclusion in the bargaining unit. Notification shall include names, addresses and home phone.

Section 10.02 RATE OF PAY AND BENEFITS

For the purpose of this section substitutes will be defined consistent with Section 1.02 of this Agreement.

Benefits:

Substitutes may be eligible for medical benefits under the School Employees Benefits Board (SEBB). See Section 7.08 for eligibility provisions. Substitutes shall not be dropped from the substitute employment pool, thus ending the employer-employee relationship, without reasonable cause.

Substitutes who do not earn enough compensation in any given month to cover their SEBB premium will be required to pay their premiums directly to SEBB. Failure to pay the employee portion of SEBB premiums for 60 days shall result in loss of SEBB eligibility.

Salary rates for substitutes shall be as follows:

- A. Casual substitutes shall be paid a daily rate of one hundred sixty and 00/100 (\$160.00).
- B. Part-time substitutes and Lake Stevens School District retirees with twenty (20) years of service shall be paid a daily rate of one hundred eighty and 00/100 (\$180.00).
- C. Long-term substitutes shall be placed on the salary schedule according to Section 7.02 of this Agreement.
- D. Employees laid off in the previous school year in accordance with Section 8.06 of this Agreement and who have not been recalled in accordance with Section 8.06 will be given first priority as substitutes for the same duration as they are in the employment as identified in Section 8.06. The priority consideration is not required in those instances in which the individual teachers request a specific substitute. Laid off employees accepting substitute assignments shall be paid at the part-time substitute rate for all days worked unless they qualify as long-term substitutes or leave replacement employees.
- E. Substitutes working on early release days will be paid a full days wage at their regular rate of pay for the early release days. Substitutes will be expected to work the full day as directed by building administration.

Either party during the term of this Agreement may reopen for bargaining the above pay rates.

Section 10.03 PROVISIONS APPLICABLE TO LONG-TERM SUBSTITUTES

Other provisions of this Agreement that shall apply to long-term substitutes shall include:

- A. Article 1, Recognition and Definitions.
- B. Article 2, Status and Administration of Agreement.
- C. Article 3, Management Rights.
- D. Article 4, Association Rights, provided it shall be the Association's option whether to apply the representation fee provision of Section 4.06 to substitute employees.
- E. Article 5, Employee Rights, except for the following:
 - 1. Section 5.03 Just Cause, Paragraphs D. through G. Paragraph C., however shall only apply to long-term substitutes as follows:

The District agrees to follow a policy of progressive discipline which normally should include:

 - a. Oral warning;
 - b. Written warning;
 - c. Suspension without pay.

Discipline should be consistent with the seriousness of the offense.
 - 2. Section 5.06 (Personnel Files);
 - 3. Section 5.07 (Employee Protection) Paragraph B.;
 - 4. Section 5.09 (Individual Employee Contract);
 - 5. Section 5.10 (Supplemental Contract, Vocational Employee Contract), Paragraphs E., F., G., H.;
 - 6. Section 5.11 (Assignment, Vacancies, Promotion and Transfers).
- F. Section 7.05 Activity Payment Schedule, if applicable.
- G. Section 7.06 Driver Training Salaries, if applicable.
- H. Section 7.07 Travel, if applicable.
- I. Section 8.02 Employee Work Day, except L., Elementary Supplies.
- J. Section 8.03 Classroom Visitations.
- K. Section 8.05 Safe Working Conditions.
- L. Article 11, Grievance Procedure.
- M. Duration.

ARTICLE 11 GRIEVANCE

Section 11.01 GRIEVANCE PROCEDURES

A. Definitions:

1. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement. Such grievances may be submitted to arbitration in accordance with the provisions contained herein.
3. "Grievance" shall also mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of existing board rule, policy, or practice or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety. Such grievances may not be submitted to arbitration.
4. A "party of interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken, in order to resolve the claim.
5. "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.

B. Rights to Representation:

1. At least one (1) Association representative shall be present for any meetings, hearing, appeals or other proceedings relating to a grievance which has been formally presented.
2. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.
3. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
4. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.
5. The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of this Agreement.

C. Individual Rights:

1. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure:

1. Step 1 - Immediate Supervisor's Decision

The parties of interest acknowledge that it is usually most desirable for an employee and their immediate involved supervisor to resolve problems through free and informal communication. Within thirty (30) calendar days of the discovery of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance (Appendix 15, Form A). The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based (Appendix 16, Form B).

2. Step 2 - Superintendent's Decision

If the grievant is not satisfied with the disposition of their grievance at Step 1, or if no decision has been rendered within six (6) days after initial presentation of grievance, then the employee may within five (5) days after a decision by the immediate supervisor or eleven (11) days after the initial presentation of grievance, whichever is sooner, refer the grievance to the Superintendent or official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of their receipt of appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing(s), the Superintendent will have six (6) days to provide their written decision with the reasons for the decision to the Association and grievant(s) (Appendix 17, Form C, Step 2).

3. Step 3 - Binding Arbitration for Grievance Which May Be Submitted to Arbitration

- a. If the grievant is not satisfied with the disposition of their grievance at Step 2, or if no decision has been rendered within ten (10) days after they first referred their grievance to the Superintendent, they may within five (5) days of decision of Superintendent or fifteen (15) days after receipt of the grievance by the Superintendent, which is sooner, request in writing that the Association submit their grievance to arbitration. The Association shall within five (5) days of receipt of such request give written notice to the Superintendent of the request. Within fifteen (15) days after receipt of the request from the aggrieved person, the Association may submit the grievance to binding arbitration and shall provide a simultaneous copy thereof to the District (Appendix 18, Form D). If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association or the Federal Mediation Conciliation Service. The parties will be bound by the rules and procedures of the American Arbitration Association or Federal Mediation Conciliation Service.
- c. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 2 meetings.
- d. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue their decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proof are submitted to the employee. The arbitrator will be without power or authority to make any decision which requires the commission of an act

prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties (Appendix 19, Form E).

- e. The costs of the services of the arbitrator, including per diem expenses if any, and their travel and subsistence expenses, and the cost of the hearing room and reporter required by the arbitrator will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

4. Exception to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

5. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in any grievance.

6. Cooperation of Board and Administration

Both the District and the Association will cooperate with the other in the investigation of any grievance; and further, will furnish the other such relevant information as is requested for the proceeding of any grievance.

7. Release Time

Release time (Article 4, Section 4.07) shall apply to employee or an Association representative engaged in grievance proceedings.

8. Grievance Forms

Forms for filing and processing grievances shall be provided by the District and available in each building in the District.

9. Continuity of Grievance

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

DURATION

- A. This Agreement shall be effective as of September 1, 2021 and shall continue in effect through the thirty-first (31st) day of August 2024.
- B. Negotiations between the parties on a successor agreement shall begin at least sixty (60) 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 a specific period or periods by mutual written agreement of the parties.
- C. The parties hereby further agree that they have fully bargained with respect to wages, hours, terms and conditions of employment and all other benefits; and that all other benefits agreed to be received by the employees from the District are contained in or referenced by this Agreement and not otherwise. Decisions relating to terms and conditions of employment not covered by this Agreement shall remain with the Board.
- D. Unless otherwise expressly provided, this Agreement shall not be reopened except by mutual consent of the parties during the duration hereof.

EXECUTION AND SIGNATURES

Executed this _____ day of _____ 2021, at Lake Stevens, by the undersigned officers by the authority of and on behalf of the Lake Stevens Board of Education and the Lake Stevens Education Association.

For the:

LAKE STEVENS EDUCATION ASSOCIATION

LAKE STEVENS SCHOOL DISTRICT #4

President

Superintendent

APPENDICES

Appendix 1

INVENTORY OF PERSONNEL FILE

Identify by item, date of item, and signature, if any

On the date indicated hereon, I reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted herein above are a true and accurate record of the contents of said file as witnessed and acknowledged by signature indicated below.

Dated this _____ day of _____, _____.

Employee

Witness

Human Resource Services Director or Superintendent

CERTIFICATED EMPLOYEE CONTRACT (FORM A)

Employee _____ Date _____

Position: TEACHER

It is hereby agreed by and between the Board of Directors of Lake Stevens School District No. 4 of Snohomish County, State of Washington, hereinafter called the District, and the person named above hereinafter called the employee, that in accordance with action of the Board of Directors of the District said employee shall teach and/or perform other assigned professional services in the public schools of said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the Lake Stevens School District which shall include _____ days of service exclusive of holidays and vacations.

The position of said employee shall be that as stated above with it being understood that said employee shall be subject to assignment or reassignment or transfer by the Board of Directors of the District or its delegated administrative authority.

Salary Detail _____ Basic Salary _____

If this contract is not signed by said employee and returned to the secretary of the school district within ten (10) days of the date hereof, the Board reserves the right to withdraw this offer. The employee further affirms that they are not bound by any other contract which might interfere with the performance of duties.

Duties under this contract are to begin on the _____ day of _____, _____.

The employee shall receive employee benefits from and shall be subject to terms of the master contract as negotiated in conformity with the Educational Employment Relations Act or otherwise provided by Washington State law.

This contract does not become effective until said employee registers a valid teaching certificate and any other required credential with the District Superintendent.

By signing this contract, the employee named herein and the Board of Directors of the Lake Stevens School District agree to its terms.

Employee: _____

Address: _____

Attest: _____ Address: _____

Signature: _____

(sign and return two copies)

Secretary, Board of Directors: _____

PROVISIONAL CERTIFICATED EMPLOYEE CONTRACT (FORM B)

(For first/second year employees of the District)

Employee: _____ Date: _____

Position: _____

It is hereby agreed by and between the Board of Directors of Lake Stevens School District No. 4 of Snohomish County, State of Washington, hereinafter called the District, and the above named person hereinafter called the provisional employee, that the provisional employee shall be employed as a provisional certificated employee by the District and that said provisional employee shall perform assigned professional services in the public schools of said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said provisional employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District to the limitations specified by statute.

Said employment is for the _____ school year as determined in the official school calendar subject to Board declared emergencies, which shall include not more than _____ days of service, exclusive of holidays and authorized vacations.

In consideration for the faithful performance of assigned duties, the provisional employee shall receive an annual salary of \$_____.

Said salary is based upon placement on the District salary schedule determined from information supplied by the provisional employee and is subject to change if an official transcript of the record of preparation or verification of experience evidences that the grade of step placement is incorrect. Said salary is computed on the basis of contract days for regular employees for the school year. If the number of contract days specified for this provisional employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by this Board.

This contract does not become effective until said provisional employee registers with the District Superintendent's office a valid teaching certificate, an official transcript of preparation, an official verification of experience, and any other required credential.

This contract is offered for acceptance by the provisional employee only on the terms stated herein on or before the day of, _____. If it is not signed by the provisional employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the provisional employee's failure to act as a rejection of the contract. If the provisional employee returns the contract after the date indicated, the Board will consider it an offer by the provisional employee to contract and may accept the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the provisional employee of the offer to contract.

Attest:

Signature (sign and return two copies)

Secretary, Board of Directors

SUPPLEMENTAL CONTRACT

**LAKE STEVENS SCHOOL DISTRICT NO. 4
LAKE STEVENS, WASHINGTON 98258**

Date: _____

It is hereby agreed that in addition to the duties stated on the _____ contract, _____ shall serve as _____ at _____ for the contract school year _____, and shall receive an additional compensation in the amount of \$ _____ (xxxxxxx dollars) which is determined in accordance with the Collective Bargaining Agreement. It is further agreed that this assignment and compensation is not subject to the Continuing Contract Law.

Employee: _____

Date: _____

Superintendent: _____

Date: _____

Please submit two signed copies to the Office of the Superintendent.

PROFESSIONAL LEARNING / ENRICHMENT

MEMORANDUM OF AGREEMENT

BETWEEN

LAKE STEVENS SCHOOL DISTRICT

AND

LAKE STEVENS EDUCATION ASSOCIATION

Enrichment:

The Professional Learning/Enrichment stipend will be paid on a supplemental contract and will compensate employees at their per diem rate for professional learning and responsibilities beyond the state funded program of basic education, including 30 minutes per day employees spend on work beyond their contracted workday as identified in section 8.02A. This time may be worked on or off-site and is fully at the employees discretion. Signature on a supplemental contract will verify this time and responsibility.

The District and Association understand that the rules guiding Enrichment are under review by OSPI and the Legislature. At such time as additional information about Enrichment becomes available, the District and Association shall meet to determine if changes to this agreement are warranted.

Date: August 25, 2018

For the District

For the Association

REQUEST FOR VOLUNTARY REASSIGNMENT

VOLUNTARY REASSIGNMENT - a “reassignment” shall mean a change in an employee’s assignment within a building.

Date: _____

Name: _____

Address: _____

Present Position: _____

School: _____

Major: _____ Minor: _____

This form must be completed and submitted (A) By March 1, prior to any posted positions; or (B) for posted positions, by the time indicated on the posting.

Reassignment Request prior to March 1: I hereby request to be considered for reassignment to the following grade level(s) and/or subject areas, and/or specialty areas:

First Choice: _____

Second Choice: _____

Third Choice: _____

Posted Position (after March 1): I hereby request to be considered for the following posted position at my current school/work site: _____

I request consideration for the above on the basis of the following rationale:

For requested reassignments or transfers, employees acknowledge that at the end of one year from this date a new request will have to be filed to keep the request active.

Signature

Date _____

A copy of my request has been provided to:

☐

Principal (or supervisor if not in a building)

☐

District Office- Human Resources

REQUEST FOR VOLUNTARY TRANSFER**TRANSFER - a “transfer” shall mean a move by an employee from one building to another.**

Date: _____

Name: _____

Address: _____

Present Position: _____

School: _____

Major: _____ Minor: _____

This form must be completed and submitted: (A) By March 1, prior to any posted positions; or (B) for posted positions, by the time indicated on the posting.

Transfer Request Prior to March 1: I hereby request to be considered for transfer to (list specific school or schools and grade level(s) or subject area(s)):

First Choice: _____

Second Choice: _____

Third Choice: _____

Posted Position (after March 1): I hereby request to be considered for the following posted position:

I request consideration for the above on the basis of the following rationale:

For requested reassignments or transfers, employees acknowledge that at the end of one year from this date a new request will have to be filed to keep the request active.

Signature

Date _____

A copy of my request has been provided to:

☐

Principal (or supervisor if not in a building)

☐

District Office- Human Resources

2021-2022 CERTIFICATED SALARY SCHEDULE (BASE & ENRICHMENT)

Lake Stevens School District
2021-22 Salary Schedule

2021-22 Combined Schedule					
Years	BA	BA+45	BA+90/MA	MA+45	PhD/MA+90
0	65,124	68,316	76,613	81,720	88,104
1	66,401	69,592	77,890	82,997	89,379
2	67,678	70,868	79,167	84,274	90,657
3	68,954	72,145	80,443	85,550	91,934
4	70,230	73,422	81,720	86,826	93,210
5	74,060	77,252	85,550	90,657	97,040
6	75,847	79,039	87,338	92,444	98,828
7	77,762	80,954	89,253	94,359	100,743
8	79,677	82,869	91,167	96,274	102,657
9	79,677	84,784	93,083	98,189	104,573
10	79,677	86,699	94,998	100,104	106,487
11	79,677	88,614	96,912	102,018	108,401
12	79,677	90,529	98,828	103,934	110,317
13	79,677	90,529	100,743	105,850	112,232
14	79,677	90,529	102,657	107,763	114,146
15	79,677	90,529	104,573	109,679	116,061
16	79,677	90,529	104,573	111,594	117,977
17	79,677	90,529	104,573	113,508	119,891
18	79,677	90,529	104,573	115,424	121,806
19	79,677	90,529	104,573	117,338	123,722
20	79,677	90,529	104,573	119,253	125,636

2021-2022 CERTIFICATED SALARY SCHEDULES

2021-22 Enrichment Schedule			September '21 - August '22		
Years	BA	BA+45	BA+90/MA	MA+45	PhD/MA+90
0	5,907	6,138	6,737	7,106	7,568
1	5,999	6,229	6,829	7,198	7,660
2	6,092	6,321	6,922	7,291	7,752
3	6,184	6,414	7,014	7,383	7,845
4	6,275	6,506	7,106	7,475	7,937
5	6,552	6,783	7,383	7,752	8,214
6	6,682	6,912	7,513	7,882	8,343
7	6,820	7,051	7,651	8,020	8,482
8	6,959	7,189	7,790	8,159	8,620
9	6,959	7,328	7,928	8,297	8,759
10	6,959	7,466	8,066	8,436	8,896
11	6,959	7,605	8,205	8,574	9,035
12	6,959	7,743	8,343	8,713	9,173
13	6,959	7,743	8,482	8,851	9,312
14	6,959	7,743	8,620	8,989	9,450
15	6,959	7,743	8,759	9,127	9,589
16	6,959	7,743	8,759	9,266	9,727
17	6,959	7,743	8,759	9,404	9,866
18	6,959	7,743	8,759	9,543	10,004
19	6,959	7,743	8,759	9,681	10,143
20	6,959	7,743	8,759	9,820	10,281

2021-22 Enrichment Schedule			September '21 - August '22		
Years	BA	BA+45	BA+90/MA	MA+45	PhD/MA+90
0	5,907	6,138	6,737	7,106	7,568
1	5,999	6,229	6,829	7,198	7,660
2	6,092	6,321	6,922	7,291	7,752
3	6,184	6,414	7,014	7,383	7,845
4	6,275	6,506	7,106	7,475	7,937
5	6,552	6,783	7,383	7,752	8,214
6	6,682	6,912	7,513	7,882	8,343
7	6,820	7,051	7,651	8,020	8,482
8	6,959	7,189	7,790	8,159	8,620
9	6,959	7,328	7,928	8,297	8,759
10	6,959	7,466	8,066	8,436	8,896
11	6,959	7,605	8,205	8,574	9,035
12	6,959	7,743	8,343	8,713	9,173
13	6,959	7,743	8,482	8,851	9,312
14	6,959	7,743	8,620	8,989	9,450
15	6,959	7,743	8,759	9,127	9,589
16	6,959	7,743	8,759	9,266	9,727
17	6,959	7,743	8,759	9,404	9,866
18	6,959	7,743	8,759	9,543	10,004
19	6,959	7,743	8,759	9,681	10,143
20	6,959	7,743	8,759	9,820	10,281

2021-2022 CO-CURRICULAR SALARY SCHEDULE

Effective September 1, 2021

	AA	A	B	C	D	E
High School	Band*	Choir	Journalism Annual Leadership Drama, ASB			
Mid-High			Band**		Annual ASB 8 TH - 9 TH Leadership Jazz Band Newspaper	Choir Drama
Middle School			Band**		Annual ASB	Choir
Elementary						ASB
STEP						
0	4288	3899	3043	2727	2027	1558
1	4545	4133	3203	2891	2150	1651
2	4820	4383	3395	3065	2278	1752
3	5110	4645	3600	3250	2414	1855
4	5415	4923	3814	3445	2559	1966
5	5706	5188	4044	3652	2713	2085
6	6088	5535	4285	3870	2877	2210

Each Assistant Advisor will receive 70% of the full salary based on their experience in the appropriate column.

*Advisors in Column AA shall receive an additional stipend (156.00, Assistant - \$109.00) for each week the season is extended by participation in district/state playoffs.

** Advisors in Column B shall receive an additional stipend (Head - \$120.00, Assistant - \$84.00) for each week the season is extended by participation in district/state playoffs.

2021-2022 ELEMENTARY ASSESSMENT CALENDAR (Fall and Winter)

2021-2022 FALL & WINTER ELEMENTARY ASSESSMENT CALENDAR

Month	Subject Grade	Assessment	Administration Window	Data Due Date	Possible Uses
Fall 2021	Kinder	W&KIDS	September-October	October 31	Used to guide instruction across a grade level and in classroom; specific subjects could be used as as a student growth goal data point
	Literacy K-2	K-2: Baseline writing task	Refer to Grade Level Pacing Guide	Use pacing guide for dates	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point
	Literacy 1-5	i-Ready Diagnostic/Benchmark	Mid September - Early October	automatic upload	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point
	Math 1-5	i-Ready Diagnostic/Benchmark	Mid September - Early October	automatic upload	Used to target instruction through digital enrichment/remediation program i-Ready
	Literacy K-5	K-2: Common Writing Assessment: Q2 Writing Task	Refer to Grade Level Pacing Guide for dates	Use pacing guide for dates	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point
	Literacy, Math 4 & 5	SBA Summative Assessment (4 & 5)	September 27-November 10 (Data Team determine school specific window)	None	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point
Mid Winter 2022	Literacy K-5	i-Ready Diagnostic Benchmark	Mid January - Early February	automatic upload	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point
	Math K-5	i-Ready Diagnostic/Benchmark	Mid January - Early February	automatic upload	Used to target instruction through digital enrichment/remediation program i-Ready
	Literacy K-5	K-2: Common Writing Assessment Q3	Refer to Grade Level Pacing Guide for dates	Use pacing guide for dates	Used to guide instruction across a grade level and in classroom; could be used as as a student growth goal data point

3-5 Literacy

One Common Writing Assessment (Performance Task) before spring break--teams choose tasks and administration dates

Pacing Guides & Assessment Windows

Kindergarten	First	Second	Third	Fourth	Fifth
--------------	-------	--------	-------	--------	-------

2021 -2022 ELEMENTARY ASSESSMENT CALENDAR (Spring)**2021-2022 SPRING ELEMENTARY ASSESSMENT CALENDAR**

Month	Subject/Grade	Assessment	Administration Window	Data Entry Due Date	Possible Uses
Spring 2022	Literacy K-2	Common Writing Assessment: Q4	Refer to Grade Level Pacing Guide for dates	Use pacing guide for dates	Used to guide instruction across a grade level and in classroom; could be used as a student growth goal data point
	Math, Literacy, Science 3-5	SBA Summative Assessment (3-5) WCAS Assessment - (5)	Window: March 7 - June 3 (Data Team determine school specific window)	None	Used to guide instruction across a grade level and in classroom; could be used as a student growth goal data point
	Literacy K-5	i-Ready Diagnostic Benchmark	Mid May - Mid June	automatic upload	Used to target instruction through digital enrichment/remediation program i-Ready
	Math K-5	i-Ready Diagnostic/Benchmark	Mid May - Mid June	automatic upload	Used to target instruction through digital enrichment/remediation program i-Ready
	SS/PE/Music 5	CBPA/CBA	Any time before 5/31	By last day of school	Could be used at start of unit/year as a pre-test to guide instruction and then after unit assessment as a student growth point

Pacing Guides & Assessment Windows

Kindergarten	First	Second	Third	Fourth	Fifth
--------------	-------	--------	-------	--------	-------

PERFORMANCE EVALUATION – TEACHER

DIRECTIONS: This form may be completed in triplicate (with distribution as follows: 1. Teacher; 2. Principal or Instructional Leader; 3. Personnel File) in accordance with the provisions of the negotiated evaluation procedure.

Name of Teacher: _____ Year of Evaluation: _____

School: _____

Description of Teacher Assignment: _____

It is my judgment based upon adopted criteria and the period of this evaluation that this teacher's overall performance has been:

_____ Satisfactory

_____ Unsatisfactory

Principal or Supervisor: _____

CRITERIA: The evaluator shall refer to the list of adopted criteria in establishing those criteria to be evaluated. The evaluator shall analyze the teacher's strengths and weaknesses and where appropriate, make suggestions for improvement. The following major criteria areas shall be addresses in the evaluation:

- Instructional skills;
- Classroom management skills;
- Professional preparation and scholarship;
- Effort toward improvement;
- Interest in teaching pupils;
- Knowledge of subject matter;
- Student discipline;
- Professional relationships;
- Vocational program maintenance (applicable only to vocational teachers);
- Library management (applicable only to librarians).
-

Factors Influencing Teacher Performance

Sources of Information:

I have read and discussed this evaluation with my Principal/Supervisor. An additional sheet:

_____ Is attached

_____ Is not attached

Teacher Signature: _____ Date: _____

The signature of the person being evaluated does not necessarily mean agreement with the evaluation.

FINAL EVALUATION - DANIELSON RUBRIC

Teacher Name _____

Date _____

Building _____

Evaluator _____

Teaching Assignment _____

Directions

- The evaluator will provide a completed report to the teacher at least three school days prior to the final evaluation conference (unless the evaluator and the teacher agree to five working days). Use this form and the evidence gathered in the Shared Google Document.
- If there is a disagreement between the evaluator and the teacher on the rating, the teacher has three working days (unless the evaluator and the teacher agree to five working days) to submit additional evidence.
- A conference will be held following the submission of additional evidence for the evaluator to make the final decision on rating the disputed criterion.
- All evaluation processes must be completed by June 1st.

Preliminary Rating Score

Using evidence gathered in each element on the Shared Google Document Danielson Instructional Framework Evidence, rate the teacher in each criterion below. Use the OSPI approved scoring band to determine a Preliminary rating score.

Criteria 1: Centering Instruction on High Expectations for Student Achievement	Rating: Proficient-3
Criteria 2: Demonstrating Effective Teaching Practices	Rating: Proficient-3
Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	Rating: Proficient-3
Criteria 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	Rating: Proficient-3
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Rating: Proficient-3
Criteria 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	Rating: Proficient-3
Criteria 7: Communicating and Collaborating with Parents and School Community	Rating: Proficient-3
Criteria 8: Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning	Rating: Proficient-3
Preliminary Summative Rating Score	Total: 24

OSPI Approved Summative Scoring Band			
8-14	15-21	22-28	29-32
Unsatisfactory	Basic	Proficient	Distinguished

Student Growth Measures

Using evidence from the Shared Google Document [Danielson Instructional Framework Evidence](#), rate the teacher based upon his/her goal setting and upon his/her achievement of goals in the five student growth rubrics.

Component 3.1: Establish Student Growth Goals (Subgroups)	Rating: Proficient-3
Component 3.2: Achievement of Student Growth Goals (Subgroups)	Rating: Proficient-3
Component 6.1: Establish Student Growth Goals (Whole Class)	Rating: Proficient-3
Component 6.2: Achievement of Student Growth Goals (Whole Class)	Rating: Proficient-3
Component 8.1: Establish Student Growth Goals, Implement, and Monitor Growth (Collaboration)	Rating: Proficient-3
Student Growth Impact Rating	Total: 15

Student Growth Impact Rating Scoring Band		
5-12	13-17	18-20
LOW	AVERAGE	HIGH

Final Summative Rating Score

The Final Summative Rating Score is calculated by combining the Preliminary Summative Rating with the Student Growth Rating using the chart below as a guide.

Preliminary Summative Rating	Student Growth Rating	Final Summative Rating
Distinguished	+ High +Average +Low	=Distinguished =Distinguished =Proficient
Proficient	+ High +Average +Low	=Proficient =Proficient =Proficient
Basic	+High +Average +Low	=Basic =Basic =Basic
Unsatisfactory	+High +Average +Low	=Unsatisfactory =Unsatisfactory =Unsatisfactory

Preliminary Summative Rating Score	Rating: Proficient-3
Student Growth Impact Rating	Rating: Average

Final Overall Rating Score	Rating: Proficient-3
-----------------------------------	----------------------

Teacher Signature: _____

Evaluator Signature: _____

Date: _____

- Retain a copy of the Shared Google Document [Danielson Instructional Framework Evidence](#) for review.
- The teacher has an opportunity to submit and attach any additional comments to this document if he/she wishes to do so.
- The teacher and evaluator shall sign two copies of this form.
- The signature of the teacher does not necessarily imply that they agree with the contents of this document.

FOCUSED FINAL EVALUATION

Teacher Name _____

Date _____

Building _____

Evaluator _____

Teaching Assignment _____

Directions

- At a minimum, the Focused Performance Rating shall be the prior Comprehensive Performance Rating, either Proficient (3) or Distinguished (4). A teacher may work to improve this rating.
- The evaluator will provide a completed report to the teacher at least three school days prior to the final evaluation conference (unless the evaluator and the teacher agree to five working days). Use this form and the evidence gathered in the Shared Google Document.
- If there is a disagreement between the evaluator and the teacher on the rating, the teacher has three working days (unless the evaluator and the teacher agree to five working days) to submit additional evidence.
- A conference will be held following the submittal of additional evidence for the evaluator to make the final decision on rating the disputed criterion.
- All evaluation processes must be completed by the last day of school.

Selected Criteria

Cut and paste the selected criterion in the Criterion Box(s) below. Then, using evidence gathered throughout the year on the Shared Google Document Danielson Instructional Framework Evidence, rate the teacher as either proficient or distinguished. This rating will be the teacher's final overall year-end rating.

1: Centering Instruction on High Expectations for Student Achievement

2: Demonstrating Effective Teaching Practices

3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs

4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum

5: Fostering and Managing a Safe, Positive Learning Environment

6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning

7: Communicating and Collaborating with Parents and School Community

8: Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning

Selected Criteria: _____

Student Growth Rubrics contributing to this rating:

3.1 and 3.2

Rating: Proficient-3

*If the selected Criteria were state evaluation numbers 1, 2, 4, 5 or 7, then teachers also were to use the student growth rubrics from evaluation numbers 3 or 6 (3.1 and 3.2 or 6.1 and 6.2) as part of their final evaluation. If the teacher chose state evaluation criteria numbers 3, 6, or 8, then the accompanying growth rubrics attached to those criterion were to be used.

Teacher Signature _____

Evaluator Signature _____

Date _____

- Retain a copy of the Shared Google Document Danielson Instructional Framework Evidence for review.
 - The teacher has an opportunity to submit and attach any additional comments to this document if he/she wishes to do so.
 - The teacher and evaluator shall sign two copies of this form.
 - The signature of the teacher does not necessarily imply that they agree with the contents of this document.
-

PERFORMANCE EVALUATION – ESA

Type of Evaluation

____ Annual

____ 90-Day

____ Other

____ Short Form

DIRECTIONS: This form may be completed in triplicate (with distribution as follows: 1. ESA; 2. Principal or Instructional Leader; 3. Personnel File) in accordance with the provisions of the negotiated evaluation procedure.

Name of ESA: _____ Year of Evaluation: _____

School: _____

Description of ESA Assignment: _____

It is my judgment based upon adopted criteria and the period of this evaluation that this ESA's overall performance has been:

☐ Satisfactory

☐ Unsatisfactory

Principal or Supervisor: _____

CRITERIA: The evaluator shall refer to the list of adopted criteria in establishing those criteria to be evaluated. The evaluator shall analyze the ESA's strengths and weaknesses and where appropriate, make suggestions for improvement. The following major criteria areas shall be addressed in the evaluation:

- knowledge and scholarship in special field,
- specialized skills,
- professional preparation and scholarship,
- management of special and technical environment,
- professionalism,
- interest in assisting pupils,
- parents and educational personnel.

Factors Influencing ESA Performance

Sources of Information:

I have read and discussed this evaluation with my Principal/supervisor. An additional sheet:

☐ is attached

☐ is not attached

Teacher signature

Date

The signature of the person being evaluated does not necessarily mean agreement with the evaluation.

COMPLAINT BY THE AGGRIEVED

Type or Print
Date _____

Distribution of Form:
_____ Immediate Supervisor
_____ Association
_____ Grievant

Aggrieved Person: _____

Presentation: _____

Home Address of Aggrieved Person: _____

Home Phone Number: _____

School: _____ Immediate Supervisor: _____

Years in School System: _____ Subject or Grade: _____

Association Representative: _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Aggrieved

DECISION OF IMMEDIATE SUPERVISOR

(To be completed by Immediate Supervisor within three [3] days after meeting with grievant.)

Date _____

Distribution of Form:
_____ Immediate Supervisor
_____ Association
_____ Grievant

Aggrieved Person: _____ Date of Meeting: _____

School: _____ Immediate Supervisor: _____

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision: _____

Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE:

☐

I accept this above decision.

☐

I hereby refer the above decision to the Superintendent for decision.

Date of Response: _____ Signature of Aggrieved Person _____

DECISION OF SUPERINTENDENT

(To be completed by Superintendent within six [6] days after conclusion of grievance hearings.)

Date _____

Distribution of Form:
 _____ Superintendent
 _____ Association
 _____ Grievant

Date of Aggrieved Person's: _____ Presentation: _____

Date of Appeal Received by Superintendent: _____

Date of Hearing Held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision: _____

 Signature of Superintendent

☐ I accept this above decision.

☐ I hereby submit this grievance to the Association for determination re: arbitration.

Date of Response: _____

 Signature of Aggrieved Person

Appendix 18 (Form D) Step 3

DETERMINATION REGARDING ARBITRATION

(To be completed by the Association President and Executive Board within fifteen (15) days of the receipt from aggrieved.)

Date _____

Distribution of Form:
____ Superintendent
____ Association
____ Grievant

Aggrieved Person's: _____ Date of Presentation: _____

Association President: _____

Date Request Received for Arbitration: _____

DETERMINATION OF ASSOCIATION:

☐ The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not the best interest 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 interest of the school system. The grievance therefore is hereby submitted to arbitration.

Date of Determination: _____

Signature of Association President

SELECTION OF ARBITRATOR:

(To be completed by the Superintendent and Association President within ten [10] days after request for arbitration.)

The parties have agreed upon and selected (name) _____ as the arbitrator to whom the appended grievance is hereby submitted.

Date of Designation: _____

Signature of Superintendent

Signature of Association President _____

DETERMINATION OF ARBITRATOR

(To be completed by the Arbitrator within twenty [20] days after close of hearings.)

Date _____

Distribution of Form:
____ Superintendent
____ Association
____ Grievant

Arbitrator: _____

Aggrieved Person's: _____ Date of Presentation: _____

Date of Request for Arbitration: _____

Date(s) of Arbitrator's Meeting(s): _____

DECISION OF ARBITRATOR AND REASONS THEREFORE:

Date of Decision: _____

Signature of Arbitrator

2021-2022 STUDENT CALENDAR



2021-22 LAKE STEVENS SCHOOL DISTRICT STUDENT CALENDAR

AUGUST 2021						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2021						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2021						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2022						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 1-2** First Day of School for Grades 1-8, 10 & HomeLink; (2) Grades 9, 11 & 12
6 Labor Day; no school
7 First Day of School for Kindergarten
15 First Day of School for ELC
24 Cross District Collaboration

- 8** No school; staff professional learning day
25-28 Middle School Family Conference Week; 2.5 hour early release for grades 6 & 7

- 1-4** Early Learning Center Family Conference Week; no preschool
11 Veterans Day; no school
12 Cross District Collaboration
24 2.5 hour early release
25 Thanksgiving Day
26 No school

- 20-31** Winter Break

- 17** Martin Luther King, Jr. Day; no school
24 No school; staff professional learning day

FEBRUARY 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

- Preschool to seventh-grade Family Conference Week; 2.5 hour early release; no preschool
14-17

- 18** No school
21 Presidents Day

MARCH 2022						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 18** Cross District Collaboration

APRIL 2022						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 4-8** Spring Break

MAY 2022						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 13** Cross District Collaboration
30 Memorial Day; no school

JUNE 2022						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 9** Last Day of School for ELC
14 Last Day of School; 2.5 hour early release*
15-17 Potential snow make up days
20 Juneteenth

JULY 2022						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 4** Independence Day

*Pending no school closures. Calendar dates are subject to change based on school closures due to weather and emergencies.

SLP / OT / PT EXPERIENCE FORM

Human Resources

12309 22nd ST NE, Lake Stevens, WA 98258

VERIFICATION OF NON-SCHOOL PROFESSIONAL EMPLOYMENT

Educational Staff Associates

Phone (425) 335-1555; Fax (425) 335-1549

TO: The Personnel/Payroll/Human Resources Department of:

Company or Institution

Street Address

City

State

ZIP

The following individual is employed by the Lake Stevens School District and has reported previous professional employment with your company/institution. Please complete the information requested on the reverse side of this form. Thank you for assistance in establishing an accurate service record for this employee.

Individual's Name (First, Middle, Last)

Other Name(s) Used during Employment in this District

Social Security Number

Approximate Dates of Employment

Position(s) held

I authorize the release of all information requested in this Verification of Employment to the Lake Stevens School District

Employee Signature

Date

(PLEASE CONTINUE ON REVERSE SIDE)

VERIFICATION OF NON-SCHOOL PROFESSIONAL EMPLOYMENT

Educational Staff Associates

Section 1.01 NAME OF Section 1.02 _____
EMPLOYEE: _____

Form Instructions:

Please follow instructions carefully to ensure full credit. If you need assistance, please call (425) 335-1555, or email:
jennie_neigel@lkstevens.wednet.edu

Column 1: List Start and End Service dates.

Column 2: List position held. **Please designate Substitute work.** Use one line for each calendar year or change (chronologically).

Column 3: Indicate whether position was full time or part time.

Columns 4-5-6: List the exact number of hours and days this employee was actually paid during period reporting in the listed position. Also list total hours paid for period reporting, including all paid personal/sick leave taken as work days (i.e. Column 4 times Column 5 = Column 6).

Was a State License (certification) required? Check YES, NO, or N/A.

Column 7:

Column 1		Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Dates of Service		Position (OT, PT, RN, SLP, Counselor, Psychologist, etc.)	Full Time or Part Time	# of Hours per Day Paid to Employee	# of Days Paid to Employee this Period	Total # of Hours Paid to Employee this Period	Was State License (Certification) Required?
FROM	TO						

MM/YYY Y	MM/YYY Y						
Example: 01/2006	12/2006	RN in Pediatric Unit	Full Time	8 hours	260 days	2080 total hours	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
							<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Comments or Notations:							
Signature of Person Authorized to Verify Employment			Title		Date		Telephone Number
Printed Name			School District/Institution				
Street Address			City, State		ZIP		Email address

VERIFICATION OF PROFESSIONAL EMPLOYMENT

LAKE STEVENS SCHOOL DISTRICT NO. 4
VERIFICATION OF PROFESSIONAL NONSCHOOL EMPLOYMENT
ESA CERTIFICATE HOLDERS

Name: _____ **SS#** _____ **DOB:** _____

DIRECTIONS: Use one line for each calendar year or change in status. Clearly identify unpaid leave of absence periods.

FROM: (MO/DAY/YEAR)	TO: (MO/DAY/YEAR)	WORK DAYS REQUIRED FOR FULL-TIME EMPLOYMENT	HOURS IN FULL-TIME EMPLOYMENT	TOTAL HOURS WORKED EACH YEAR BY THIS EMPLOYEE	POSITION	LICENSE/CERTIFICATE REQUIRED

Please briefly describe duties:

I certify that the above listed verification of experience is complete and correct according to the official records on file.

Signature of Certifying Officer

Title

Phone Number

Date

Business Institution

Mailing Address

City

State

Zip

COLLABORATIVE PLANNING FORM

Directions: Complete and share with your building principal at the conclusion of your meeting.

Lake Stevens School District

Team Collaborative Form

Meeting Date/Time:

Team Members	Team Members Present

Norms:

One team member facilitates and keeps track of time

One team member records information on this form

(sample – Team may determine other or additional norms)

Start and end on time

Focus on student learning

Assume positive intent

Be open, honest, and professional

Agenda/ Connection to Student Learning:

1.

2.

Celebrations:

Outcomes/Commitments

1.

2.

Support Needed (Administrators, Specialists, Staff, etc.):

1.

2.

Next Meeting:

Tentative Agenda:

1.

2.

MOA – EARLY RELEASE FRIDAYS

MEMORANDUM OF AGREEMENT
BETWEEN
LAKE STEVENS SCHOOL DISTRICT
AND THE
LAKE STEVENS EDUCATION ASSOCIATION

The Lake Stevens School District (“District”) and the Lake Stevens Education Association (“LSEA”) hereby confirm the following understandings relevant to early release Fridays and collaboration time.

1. The District directed, individual, and collaborative early release Fridays shall be coordinated on the calendar District wide.
2. Collaborative and District directed early release Fridays shall begin no later than fifteen (15) minutes after student dismissal and will last no longer than eighty-five (85) minutes.
3. On the Tuesday prior to District directed Fridays, an agenda will be provided to staff.
4. Collaborative work should encourage collective responsibility and shared leadership within teacher teams and result in collective efficacy – vital to student achievement. Collaborative teams are empowered to create agendas and plans and make decisions, based on consensus, within the following parameters:
 - a. Collaborative goals should focus on student learning and align with state standards and the shared vision of the school and staff.
 - b. Building administrators will prioritize and support collaboration and work closely with collaborative teams. Building administrators will allocate and schedule some building directed time (staff meetings and/or early release Fridays) for team collaboration work. Collaborative teams may schedule collaborative work during individual directed time.
 - c. Collaborative teams will complete and share collaborative team forms (see Appendix 23) with building administrators at the conclusion of collaborative team meetings. These forms should support two-way communication within each school.
5. District directed, individual, and collaborative days shall be divided one-third (1/3) each over the course of the work year. At the elementary level, two (2) of the days set as collaborative time shall be individual time.
6. Four (4) early release collaboration Fridays will be designated as cross district collaboration days (2 per semester). Collaborators will follow the same practices and protocols as with building collaboration teams. Any employee, at their discretion, could then meet and collaborate with others from across the district. Employees will notify building administrators of their intent to collaborate with staff outside of the building. Staff will meet for eighty-five (85) minutes, not inclusive of travel time. All staff will collaborate on these days.

PROCESS FOR CALENDAR ADOPTION

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE STEVENS SCHOOL DISTRICT
AND
LAKE STEVENS EDUCATION ASSOCIATION

Process for calendar adoption

The Lake Stevens School District (“District”) and the Lake Stevens Education Association (“LSEA”) agree to participate in a district wide calendar committee that includes representatives of all employee groups. This committee’s role is to make calendar recommendations to each bargaining unit and the District. Each member of the committee has an equal say in the collaborative development of the district calendar and each member will come to the committee meetings with the intention of fully representing their bargaining group. However, this is an advisory committee, as the calendar is a mandatory subject of bargaining.

The dates that the committee may discuss for recommendation are:

- First Day of school
- Probable placement of known Professional Learning Days
- Winter Break
- Probable First Semester End
- February non-school day
- Spring Break
- Probable last day of school

Once the district calendar committee has recommended dates to share, the District will provide the recommended calendar(s) in writing to the LSEA President. The parties will meet to negotiate the dates on the calendar(s) brought forward from the district calendar committee. Additional dates beyond those recommended by the calendar committee may also be agreed to.

Once calendar dates have been agreed to, the calendar or dates will be included in a Memorandum of Agreement (MOA) and signed by both the District and LSEA. All dates and calendars are tentative and subject to ratification by LSEA members and the Lake Stevens School Board. In most cases, the final calendar agreement(s) will be part of full collective bargaining agreement negotiations and will be ratified ~~at~~ as part of the next successor contract negotiations.

LSEA and the District may share the agreed upon dates with employees, and the community once the MOA is signed. All communications must clearly state that the dates are tentative and subject to ratification until such time as the full calendar is ratified.

Signed the ____ of June 2020

For the District (LSSD)

For the Association (LSEA)

**MEMORANDUM OF
AGREEMENT
BETWEEN
LAKE STEVENS SCHOOL DISTRICT
AND THE
LAKE STEVENS EDUCATION ASSOCIATION
Re: Elementary common plan time schedule**

The Lake Stevens School District ("District") and the Lake Stevens Education Association ("LSEA") hereby confirm the following agreements relevant to elementary planning time and schedule.

The goal is to create elementary schedules ("common plan time schedule") that maximize common plan time for grade level teams and provide large blocks of uninterrupted instructional time and planning time.

Any interested elementary school staff must adhere to the following parameters and process:

- A. Specialist classes (PE, Music, Library) may consist of a cohort of students from different classrooms within the same grade level. This will result in larger class size for specialist classes.
 1. Specialist classes may be up to five (5) students greater than the class size trigger for each grade level found in Section 8.07 A. (K= 24; grades 1-3= 26; grades 4-5= 28).
 2. Should class size exceed five (5) above grade level class size, trigger for assistance will be \$5.00/student (starting with the 6th student)/section. Calculations for trigger pay will follow the current calculations for general education trigger pay.
- B. Librarians will have the option, at their discretion, to teach the library lessons or have the library para facilitate these lessons. Librarians will collect trigger pay, when appropriate, provided they teach the class.
- C. New common plan time schedules will follow the collective bargaining agreement (including but not limited to Section 8.02 B, M. and Section 8.07 H.).
- D. Process required to move to the common plan time schedule:
 1. Convene building leadership team to discuss potential interest in this option. This team must include at least one specialist (Music, PE, Library).
 2. Draft a potential schedule based on the plan time and schedule parameters within this agreement and the collective bargaining agreement.
 3. Create a plan to address the following:
 - Professional development needs of specialists (When? Who?)
 - Specialist teaching spaces (Is there space for each specialist to teach throughout the day? Locations?)
 - Specialist equipment (Will additional PE equipment and/or Musical instruments and/or other curriculum materials need to be purchased?)
 - Staffing (Can this schedule be implemented with current staffing? If no, consult with HR about potential additional staffing)
 - Timeline for potential implementation
- E. Inform Human Resources Administrator and LSEA President at the start of this process. LMC will monitor progress and ensure all steps of the process have been followed prior to implementation.
- F. Share schedule details and implementation plan considerations with all certificated staff. Assess support for this schedule.

- G. If schedule is supported by the principal and certificated staff, share proposal (schedule, plan details required under paragraph 4 above, timeline, etc.) with LMC.

Dated this _____ of _____ 2021

John Balmer Assistant Superintendent of Human Resources

Autumn Morrison LSEA President

INDEX

- academic freedom, 22**
- Act, defined, 11**
- advanced placement, 53**
- agreement,**
 - defined, 11
 - duration, 103
 - exclusivity, 15
- arbitration, 101**
- art,**
 - class size, 67
 - specialist, 62, 67
- assessment calendars, 115**
- assessments, 75**
- assignment, defined, 31**
- Assistant Superintendent, 10**
- Association,**
 - building use, 16
 - communication, 16
 - defined, 11
 - email, 16
 - inclusion, 98
 - leave, 18
 - membership, 10
 - president, 18
 - release time, 18
 - representation, 15, 100
 - right to join, 20
 - rights, 15, 100
- attendance,**
 - curriculum night, 55
 - IEP conference, 74
 - open house, 55
 - weather conditions, 59
- bargaining unit, 10**
- bargaining unit, defined, 10**
- block class, 65**
- Board,**
 - defined, 11
 - of Education, 10
 - School, 11
- Building Threat Assessment, 27**
- building,**
 - access, 15
 - use, 15
- bus duty, 59**
- calendar,**
 - 2018-2019, 29, 134
 - elementary assessment, 115
 - state assessments, 75
- caseload,**
 - assistance, 66
 - counselors, 67
 - options, 64
 - OT, PT, 73
 - psychologist, 74
 - SLP, 72
- cell phones, 25**
- class coverage, 3, 52**
- class size,**
 - art, 67
 - music, 67
 - options, 64
 - PE, 67
 - trigger numbers, 69
- classroom teacher, defined, 11**
- clock hours, 30, 75**
- co-curricular,**
 - assignment, 48
 - assistant, 48
 - contract, 29
 - part time, 48
 - stipend, 3, 115
- communication, member, 16**
- complaint,**
 - against employee, 21
 - citizen, 22
- Comprehensive Evaluation, 86**
- conferences**
 - Family Connection, 76
- conferences,**
 - attendance at, 42
 - employee observation, 88
 - fall, 59
 - IEP, 74
 - parent, 58
 - pay, 3
 - planning time, 59
 - report card, 58
 - state vocational, 30
 - student, 58
- contract,**
 - certificated employee, 105

- co-curricular, 29, 31
- copies of, 27
- counselor, 29
- employee, 27
- extended time, 27
- librarian, 29
- non-continuing, 29, 98
- occupational therapist, 28
- provisional, 27, 106
- psychologist, 28
- release from, 27
- resignation, 27
- SLP, 28
- supplemental, 29, 30, 31, 44, 49
- vocational employee, 30
- contracting, 10**
- counselors, 29, 57, 58, 60, 62, 67, 82**
 - extended days, 29
- CTE, 30**
- Curriculum Adoption Committee, 76**
- curriculum,**
 - approved, 22
 - night, 55
 - outdated, 22
 - revision, 22
- Danielson Framework for Teaching, 85**
- data teams, 31**
- days,**
 - defined, 11
 - District directed, 29
 - extended, 27, 30
 - regular, 57
 - vocational activity, 30
- department heads, 3, 29**
- digital surveillance, 22**
- Director of Human Resources, 10**
- discipline,**
 - employee, 20, 23
 - employee responsibility, 25
 - progressive, 21
 - student, 25
- discrimination, 20**
- District, defined, 11**
- domestic violence leave, 43**
- driver training, 3, 49**
- early release,**
 - conferences, 59
 - Friday, 141
 - Thanksgiving, 57
 - weather, 59
- educational assistant,**
 - evaluations, 77, 82
 - knowledge of subject, 83
 - meetings, 84
- elementary supplies, 3, 60**
- employee,**
 - academic freedom, 22
 - advanced placement, 53
 - Association, 20
 - complaint against, 21
 - defined, 11
 - digital surveillance, 22
 - disability, 24
 - discipline, 20, 21
 - discrimination, 20
 - equipment use, 16
 - facilities, 60
 - injury, 24
 - laid off, 98
 - lockout, 14
 - move, 61
 - new, 27
 - part time, 66
 - personnel files, 21, 22, 27
 - protection, 24
 - provisonal, 81
 - reimburse, 24
 - reprimand, 20
 - rights, 20
 - safety, 61
 - specialists, 62
 - strike, 14
 - summer school, 31
 - suspension, 21
 - training, 75
 - work day, 57
 - work year, 55
- employment pool, 64**
- equipment,**
 - PE, 67
 - science classroom, 67
 - use, 16
- evaluations,**
 - annual, 22
 - basic, 89, 93
 - comprehensive, 86
 - criteria, 85
 - Danielson Framework for Teaching, 85
 - distinguished, 89
 - educational assistant, 77, 82

- final conference, 89
- focused, 122
- focused, 90
- goals, 87
- grievance, 86
- library media, 84
- non-renewal, 96
- observations, 87
- post-observation conference, 88
- pre-observation conference, 88
- probation, 94, 95
- proficient, 89
- provisional employee, 93
- representation, 86
- score, 89
- self-reflection, 87
- State 8 criteria, 85
- student growth, 89
- unsatisfactory, 89, 93
- expulsion, student, 25**
- extended days, 27**
- Extended Learning Opportunity, 45**
- extended time, 27**
- Family and Medical Leave, 41**
- Family Connection, 76**
- Family Medical Leave Act (FMLA), 36**
- family members, defined, 36**
- final exams, 57**
- focused evaluation, 90**
- focused-evaluation, 122**
- Friday, early release, 141**
- funds,**
 - staff development, 53
- general membership meeting, 15**
- grievance,**
 - arbitration, 101
 - evaluation, 86
 - files, 23
 - forms, 102
 - individual rights, 100
 - procedures, 100
 - release time, 102
 - right to representation, 100
 - superintendent decision, 101
 - supervisor decision, 101
 - time limit, 102
- grievant defined, 100**
- Health and Wellness class, 67**
- Health Specialist, 62**
- highly capable student, 67**

- highly qualified, 74**
- IEP,**
 - additional, 72
 - conferences, 3, 74
 - student placement, 74
- inappropriate behavior, 23**
- insurance,**
 - leave of absence, 43
 - liability, 52
 - SEBB, 41
- job exchange, 35**
- job posting,**
 - co-curricular, 31
 - electronic, 32
 - layoff, 33
 - new, 31
 - summer, 33
- job share, 74**
- Labor-Management Committee, 13**
- laid off, employee, 98**
- Lake Stevens School District, 10**
- leave,**
 - absence, 43
 - accumulated, 37
 - active duty, 42
 - administrative, 21
 - adoption, 36
 - annual, 36, 41
 - Association, 18
 - Association President, 18
 - bereavement, 41
 - carry over, 39
 - cash out, 37, 39
 - childbirth, 36
 - curriculum planning, 42
 - disability, 36
 - domestic violence, 43
 - donate, 38
 - emergency, 36
 - family defined, 36
 - family illness, 36
 - family medical, 41
 - funeral, 41
 - jury duty, 41
 - military leave, 42
 - National Guard, 42
 - parental, 38, 39
 - personal, 39
 - receive shared, 38
 - release time, 18

- replacement, 11
- return, 37
- sharing, 38
- sick, 24
- visitation of schools, 42
- weather conditions, 37
- levy failure, 14, 64**
- librarians, 29, 62**
 - extended days, 29
- Library Media Specialist, 84**
- lockout, 14**
- long term substitute, 11, 99**
- LSEA, defined, 11**
- management rights, 14**
- Medicaid billing, 73**
- meetings,**
 - faculty, 59
 - labor management, 13
 - part-time employee, 60
 - special education employees, 59
- meets,**
 - district, 30
 - regional, 30
 - state, 30
- membership, Association, 10**
- mileage, 49**
- music specialist, 62, 67**
- National Board Certification, 53**
- National Guard leave, 42**
- NEA, defined, 11**
- new hire, 54**
- new student, 64**
- nurses, 83**
- Observation-Evidence-Artifacts**
 - Documentation Form, 86**
- observations,**
 - employee, 87
 - new employee, 87
- on-line grade book, 56**
- open house, 55**
- OT, 28, 62, 73, 83**
 - assistant, 73
 - caseload, 73
 - extended days, 28
- overload**
 - secondary, 65
 - special education, 66
- para-educator alternative, 66**
- para-educator assistance, 66, 69**
- para-educator time, 67**
- part time substitute, 11, 98**
- paycheck,**
 - co-curricular, 48
 - monthly, 47
 - overpayment, 47
 - underpayment, 47
- payroll deductions,**
 - authorized, 17
 - child care, 47
 - dues, 15, 47
 - insurance, 47
 - withholding, 47
- PE, 62, 67**
- per diem rate, 27, 30**
- personal property, 25, 61**
- personnel files,**
 - discipline, 23
 - duplicate, 23
 - employee, 21, 22
 - evaluation, 23
 - grievance, 23
 - inventory form, 104
 - review, 23
 - right to inspect, 22
- plan improvement,, 95**
- planning time, 52, 57**
- Praxis Exam, 74**
- preparation time, 57**
- preschool**
 - supplies, 60
- principal, 10**
- probation,**
 - employee, 94
 - Plan of Improvement, 95
- professional activities, 58**
- professional growth, 3, 53, 82**
- Professional Learning/Enrichment, 44**
- professionalism, 20**
- provisional employee, 81**
- psychologists, 28, 54, 62, 83**
- PT, 62, 73, 83**
- Public Employment Relations Commission, 10**
- reassignment,**
 - current site, 32
 - defined, 31, 109
 - involuntary, 31
- recess duty, 59**
- reduction in force (RIF), 61**
- release from contract, 27**
- release time,**

- alternative site, 27, 73
- Association, 18
- grievance, 102
- personal property, 24**
- report cards,**
 - elementary, 56
 - end of year, 56
 - on-line, 56
 - specialists, 57
- representation,**
 - Association, 15
 - grievance, 100
- reprimand, 20, 23**
- resign, retire, 27**
- revenue,**
 - anticipated, 14
 - increase of, 14
 - loss of, 14
- Rights,**
 - Association, 15, 20
 - individual, 20, 100
 - management, 14
 - representation, 100
- safety,**
 - employee, 61
 - PE, 67
 - science classroom, 67
- salary,**
 - co-curricular, 48, 115
 - driver training, 49
 - extended learning opportunity, 45
 - increments, 44
 - regular, 44
 - schedule, 46
- School Employees Benefits Board, 42**
- science classroom, 67**
- secured storage, 61**
- security cameras, 22**
- self-contained class, 69**
- semester, 56**
- seniority, 34, 63, 64**
- service stipend, 53**
- sick leave, 36**
- SLP, 28, 62, 72, 83**
 - caseload, 73
 - extended days, 28
 - SLPA time, 72
- social media, 24**
- Social Workers, 62**
- special education, 28, 33, 62**
 - assistance, 69
 - classes, 72
 - overload, 67
 - transition, 66
- Special Program Director, 10**
- specialists, 62**
 - health, 62
 - library media, 84
 - music, PE, art, 67
 - report cards, 57
- split class, 28**
 - defined, 65
 - elementary, 65
- staff development fund, 53**
- staff exchange, 35**
- staff reduction,**
 - elementary, 61
 - employment pool, 64
 - retention, 62
 - secondary, 61
 - seniority, 63
 - specialist, 62
 - vacancy, 61
- State 8 Criteria, 85**
- state assessments, 75**
- state testing, 57**
- stipend, 3, 53**
 - data team, 31
 - department head, 29
 - National Board Certification, 53
 - Professional Learning/Enrichment, 44
 - psychologists, 53
 - service, 53
- strike, 14**
- student growth measures, 89**
- student,**
 - adminstrator responsibility, 27
 - discipline, 25
 - emergency removal, 25
 - expulsion, 25
 - new, 64
 - parents, 27
 - removal of, 26
 - rights, 25
 - suspension, 25
 - violent offense, 26
- substitutes,**
 - assignment, 98
 - early release, 98
 - employment pool, 64

- leave replacement, 11, 98
- long term, 10, 11, 98, 99
- part time, 10, 11, 98
- pay, 98
- salary schedule, 98
- summative performance rating, 89**
- summer school, 3, 31**
- supervisory activities, 3, 58, 59**
- supplemental contract, 29, 107**
 - CTE, 30
- supplies, 3**
 - art, 67
 - elementary, 60
 - preschool, 60
 - science classroom, 67
- surveillance, electronic, 22**
- suspension,**
 - employee, 21
 - student, 25
- testing, state, 57, 73, 75**
- Thanksgiving, early release, 57**
- threat to school employee, 27**
- transfer,**
 - appeal, 34
 - deadline, 33
 - defined, 31, 110
 - during school year, 34, 35
 - involuntary, 31, 34
 - request, 33
 - seniority, 34
 - voluntary, 31, 33
- transition to regular classroom, 66**
- travel,**
 - between schools, 49, 59
 - costs, 49
 - overnight, 49
 - personal auto, 49
 - reimbursement, 3
 - time, 49
- TRI,**
 - responsibilities, 45
- trigger numbers, 64, 66**
- vacancy,**
 - defined, 31
 - employment pool, 64
 - posting, 31
- vice principal, 10**
- vocational,**
 - director, 10
- WAAS, 73**
- WaKids, 76**
- WEA, defined, 11**
- weather conditions, 37, 59**
- work day,**
 - assistance, 64
 - elementary employees, 57
 - planning time, 57
 - release time, 27
 - secondary employees, 57
 - standard, 57
- work year, defined, 55**
- workload, 64**
- workmens compensation, 24**
- year leave of absence, 43**
- zero hour class, 60**