

Eastmont Education Association
and
Eastmont School District

Collective Bargaining Agreement

September 1, 2023– August 31, 2026

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Eastmont Education Association and Eastmont School District Collective Bargaining Agreement

PREAMBLE

This Agreement is by and between the Eastmont School District and the Eastmont Education Association. It has been negotiated pursuant to RCW 41.59.

ARTICLE I. ADMINISTRATION

Section A. Definitions

1. The term "District" shall mean the Eastmont School District No. 206 or its agents.
2. The term "Board" shall mean the Board of Directors of the Eastmont School District.
3. The term "Association" shall mean the Eastmont Education Association, which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the Parties.
6. The term "Employee" shall mean any member of the bargaining unit, as set out in this Agreement.
7. The term "Day" shall mean any day the District business office is open for business with the public. (See exception in Article XIII. Grievance Procedure.)
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "Individual Contract" shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210.
11. The term "Supplemental Contract" shall mean that contract issued and signed in accordance with RCW 28A.405.240.
12. The term "Seniority" shall mean the length of service credited to an employee in initial placement plus years of service with the District. Ties shall be determined by lot. Half (1/2) time employees gain seniority equal to the number of half (1/2) years employed.
13. The term "RCW" shall mean Revised Code of Washington.
14. The term "WAC" shall mean Washington Administrative Code.
15. The term "OSPI" shall mean the office of the Washington State Superintendent of Public Instruction.

- 1 16. The term "BEA" shall mean the Basic Education Act.
- 2 17. The term "AR" shall mean Association Representative.
- 3 18. The term "Paraeducator" shall mean those non-bargaining unit school District employees
4 who are assigned by the District to provide clerical and instructional support responsibilities to
5 an employee(s).
- 6 19. The term "Substitute Teacher" shall mean those persons hired to temporarily perform the
7 duties normally performed by employees as the result of the absence of such employees. There
8 shall be two (2) types of substitute teachers:
 - 9 a. **Casual Substitutes:** Substitutes who work on an as needed basis throughout the school
10 year.
 - 11 b. **Long-term Substitutes:** Substitutes who are asked to work in one assignment for thirty
12 (30) consecutive days or longer. Long-term substitutes who have reached the Affordable
13 Care Act (ACA) hours threshold (as defined per law), or will work a semester or longer,
14 shall be offered health benefits.

15 Section B. Recognition

- 16 1. **Certificated Employees:** The District recognizes the Association as the exclusive bargaining
17 representative for all non-supervisory certificated employees of the District, excluding the
18 Superintendent, administrative assistants to the Superintendent, assistant superintendents,
19 executive directors, business manager, principals, assistant principals, career and technical
20 education director, supervisor, substitutes, and others excluded by the provisions of RCW 41.59.
- 21 2. **Long-Term Substitute Teachers:** Also included in the bargaining unit are long-term substitute
22 teachers. The sole provision of this Agreement applying to such bargaining unit members is set
23 out in APPENDIX A and Article XII, Section M.
- 24 3. **New Positions:** Such representation shall cover all personnel assigned to newly created
25 professional positions unless the Parties agree in advance that such positions are principally
26 supervisory and administrative.

27 Section C. Status of Agreement

- 28 1. **Sole Agreement:** This Agreement shall be the sole Agreement between the Parties regarding
29 wages, hours and terms and conditions of employment. It shall supersede any rules,
30 regulations, policies, resolutions, or practices of the District, which shall be contrary to or
31 inconsistent with its terms, to the extent of the conflict only.
- 32 2. Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with
33 this Agreement may remain in full force and effect at the discretion of the Board.
- 34 3. **No Reductions Implied:** Unless otherwise specifically provided in this Agreement, nothing
35 contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise
36 detract from current individual salaries and/or employee benefits, or other provisions, under
37 existing rules, regulations, policies, resolutions and practices of the District in effect prior to the
38 effective date of this Agreement.

39 Section D. Conformity to Law

40 This Agreement shall be governed and construed according to the Constitution and laws of the State of
41 Washington and the Constitution and laws of the United States. If any provision of this Agreement, or
42 any application of this Agreement to any employee or groups of employees shall be found contrary to

1 law by a court or agency of competent jurisdiction, such provision or application shall have effect only
2 to the extent permitted by law. All other provisions or applications of the Agreement shall continue in
3 full force and effect.

4 If any provision of this Agreement is held to be contrary to law, the Parties shall commence
5 negotiations on said provision as soon thereafter as is reasonably possible, if either party so elects.

6 Section E. Distribution of Agreement

7 Following ratification of this Agreement, the District and Association shall prepare a digital copy of the
8 Agreement for review and mutual editing. After editing, the District shall print copies for the
9 Association leadership. The District shall also post a PDF version of the final contract to the District
10 website. The preparation and editing of the Agreement shall be expedited by the Parties in order to
11 provide copies of the Agreement as soon as possible to all interested persons. Copies of this
12 Agreement shall be made available to all new employees.

13 Section F. Contract Maintenance Meetings

14 Representatives of the Parties may meet once a month during the regular school year in order to
15 monitor the administration of the Agreement and to pursue mutual problem identification and mutual
16 problem solving. Such meetings shall not be grievance resolution conferences nor shall they be
17 collective bargaining sessions regarding this or successor Agreements.

18 Section G. Sub-Contracting

19 The District shall bargain with the Association concerning the effects of any proposed sub-contracting
20 of employee positions.

21 *ARTICLE II. BUSINESS*

22 Section A. Dues Deductions

- 23 1. **Exclusive Dues Deduction Rights:** The Association and its affiliates (UniServ, WEA and NEA)
24 shall have the exclusive right of automatic payroll deduction of membership dues, assessments,
25 and fees for employees.
- 26 2. **Member:** Upon receipt of written authorization, the District shall deduct an amount equal to
27 the fees and dues required for membership in the Association, including Local, UniServ,
28 Washington Education Association (WEA) and the National Education Association (NEA). The
29 dues deduction form and authorization shall continue in effect from year to year, unless
30 withdrawn as per the process on the membership form.
31 The Association shall submit a copy of each automatic payroll authorization (APA) to the
32 District office for processing. A table of prorated annual dues, assessment, and fees shall be
33 supplied to the payroll office by the Association in order to determine monthly deductions.
- 34 3. **Notice of Change in Dues, Assessments and Fees:** The Association shall provide the District
35 with advance notice of at least thirty (30) business days concerning any change in dues,
36 assessments or fees.
- 37 4. **Hold Harmless:** The Association agrees to defend at its expense, and hold the District harmless
38 against any legal action brought against the District as a result of this provision.

1 Section B. Other Deductions

2 The District shall, upon receipt of authorization from an employee, deduct from the employee's salary
3 and make appropriate remittance for insurance premiums, tax-sheltered annuities, or any other plans
4 or programs jointly approved by the Association and the District.

5 Section C. Management Rights

6 The authority of the Board and the Administration to manage and direct the affairs of the District shall
7 be limited only to the extent such a decision conflicts with this Agreement or law.

8 Section D. Association Rights

- 9 1. **Use of Buildings:** The Association shall have the right to use District buildings for meetings
10 and to transact Association business, except in the event of a work stoppage.
- 11 2. **Use of Facilities and Equipment:** The Association shall have the right to use District facilities
12 and equipment normally used by employees, including but not limited to computers, copiers,
13 and all types of audio-visual equipment at reasonable times when such equipment is not
14 otherwise in use. The Association shall reimburse the District for all supplies and materials
15 incidental to such use.
- 16 3. **Use of Bulletin Boards:** The Association shall have the right to post notices of activities and
17 matters of Association concern on bulletin boards in each faculty lounge of each building.
- 18 4. **Use of Mail Service:** The Association shall have the right to use the District mail service and
19 teacher mailboxes for communication purposes.
- 20 5. **Use of Internet and Email Service:** The Association shall have the right to use the District
21 internet and email service for communication purposes.
- 22 6. **Right of Access:** AR's shall have access to all District buildings and to all employees after
23 providing notice to the person in charge of the building. Such business shall not interrupt the
24 teaching process.
- 25 7. **Release Time for Bargaining:** Upon mutual agreement of the Parties, time shall be allowed
26 during school hours for negotiations. Substitute costs shall be borne by the Association.
- 27 8. **Release Time for AR's:** Any AR who is scheduled by the Parties to participate during working
28 hours in grievance proceedings, conferences, or meetings with representatives of the District
29 shall suffer no loss of pay.
- 30 9. **School District Budget and Financial Reporting:** Upon request, the District shall, in a timely
31 manner, provide the President with a copy of the District's proposed annual budget. The
32 Association shall have opportunity to make recommendations and comment to the Board
33 concerning the proposed budget in writing, or at the budget hearing held prior to the adoption
34 of the budget.
35 Upon request the District shall also, in a timely manner, provide the President with a copy of
36 the adopted budget, the annual budget report, and monthly budget report.
- 37 10. **Other Pertinent Information:** As a part of its legal responsibility as bargaining agent, the
38 Association may periodically request additional information from the District in order to
39 facilitate the performance of its duties. The District shall cooperate with the Association in a
40 timely manner, providing such information to the extent such requests comply with law.

1 Section E. No Strike, No Lockout

2 There shall be no strikes or other concerted economic actions by the Association; neither shall there be
3 any lockout by the District over any of the locally determined terms and conditions of the Agreement.
4 It shall not be a violation of this Agreement, nor shall any employee be disciplined or discriminated
5 against for refusing to cross any lawful school employee picket line in the course of performing his/her
6 duties. The Association shall not honor picket lines of non-school employee groups at school facilities
7 or at school sponsored events.

8 *ARTICLE III. EMPLOYEE RIGHTS*

9 Section A. Rights of Law

10 No employee shall be denied any legal right granted under Federal, State, County or local law or
11 regulation.

12 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she
13 may have under applicable laws and regulations. The rights recognized hereunder shall not be
14 exclusive, but are in addition to those provided elsewhere.

15 Each employee shall have the right to freely organize, join, and support the Association in its
16 endeavors. The District shall not directly or indirectly discourage, deprive, or coerce any employee in
17 the enjoyment of any rights conferred to or protected by the Statutes and Constitutions of the United
18 States and the State of Washington; or discriminate against any employee with respect to hours, wages,
19 terms or conditions of employment by reason of his/her membership in the Association or his/her
20 participation in activities of the Association.

21 Section B. Non-Discrimination

22 Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination
23 with respect to employment of any employee because of membership or non-membership in the
24 Association, race, creed, religion, national origin, age, sex, sexual orientation including gender
25 expression or identity, marital status, families with children, the presence of any sensory, mental or
26 physical disability unless permitted by a bona fide occupational qualification, use of a trained guide
27 dog or service animal by a person with a disability, honorably discharged veteran or military status, or
28 legal activity in the Association, including involvement in carrying out duties as an AR.

29 The Parties shall support and work toward achieving and maintaining a working and learning
30 environment that is gender neutral and racially harmonious by sharing information concerning gender
31 and race issues and discussing the need for in-service or other mutually determined actions.

32 Section C. Employee Files

- 33 1. **Right to Inspect and Attach Comment:** Employees and former employees shall have the right
34 to inspect all contents of their own District personnel files. An AR shall, at the employee's
35 request, accompany the employee in this review. Employees shall be given the opportunity to
36 attach written comments to any material(s) contained in their files. Employees with derogatory
37 materials or unsatisfactory evaluations in their files shall have the right to complete an

1 inventory form specifying the contents of their file which the employee and the Superintendent
2 shall verify by signature.

- 3 2. **Contents:** Each employee's personnel file shall contain the following minimum items:
4 application materials, evaluation reports, annual contracts, certificates and endorsements, and a
5 transcript of academic records.
- 6 3. **Location:** The District shall maintain the employee's personnel file at the District Office.
- 7 4. **Derogatory Materials:** No derogatory material from any source shall be placed in the
8 personnel file without written notice to the employee within twenty (20) days after receipt by
9 the District. Notification shall not be necessary for material that has been received or
10 acknowledged by the employee. Materials related to evaluation and probation shall not be
11 considered derogatory materials for purposes of this Section.

12 Section D. Due Process and Just Cause

13 1. **Definitions:**

- 14 a. The term "discipline" shall mean punitive action taken by the District against an
15 employee.
- 16 b. The term "formal disciplinary action" shall mean disciplinary action which is written
17 and placed in the employee's personnel file.

- 18 2. **Just Cause:** No employee shall be formally disciplined or deprived of any professional
19 advantage without just cause.
- 20 3. **Written Grounds:** The basis for any formal disciplinary action against an employee shall be
21 made available to the employee, in writing, at or before the time formal disciplinary action is
22 taken.
- 23 4. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witness(es) and
24 accuser(s).
- 25 5. **Association Representation:** In the event disciplinary action is to be taken, the employee shall
26 be advised, in writing, of the right to Association representation under this provision prior to
27 the action being taken. When a request for such representation is made, action shall be taken
28 with respect to the employee only after such AR has been afforded a reasonable opportunity to
29 be present.
- 30 6. **Privacy and Confidentiality:** All disciplinary actions or corrective discussions with an
31 employee by the District shall be held in private and in confidence.
- 32 7. **Complaints Against Employees:** Any complaint made against an employee shall be promptly
33 relayed to the employee whenever possible.

34 Section E. Assignment and Transfer

- 35 1. **Notice of Assignment:** Employees shall be notified on May 30, or as soon as possible
36 thereafter, of any changes in their programs and schedules for the ensuing school year,
37 including teaching and any special assignments. Secondary employees shall be notified as soon
38 as possible prior to the next grading period of any changes in their programs and schedules.
- 39 2. **Eligibility to Transfer:**
 - 40 a. Employees are not eligible to transfer if they have received an Unsatisfactory (1) or Basic
41 (2) rating on their most recent evaluation.

- b. Employees are only eligible to transfer one (1) time during a recruiting/hiring period (spring and summer prior to the new school year).

3. **Open Positions, Postings, Transfer and Selection:**

a. **Open Positions:**

- i. Open positions shall be available to current qualified employees prior to the District considering non-employees.
- ii. Priority will be given in progressive order to in-building, in-district and then external candidates.

b. **Postings:**

- i. **In-Building:** In-building positions will be posted via e-mail to all building staff for three (3) days. Human Resources and the EEA President will be copied in on initial in-building e-mail. In-building employee movement will take place prior to posting to in-district employees or external candidates.
- ii. **In-District/External:**
 - 1) In order to notify current district employees of open positions, while still maintaining the ability to timely recruit external candidates, positions will be posted concurrently, both inside and outside of the District.
 - 2) Positions will be posted for five (5) days to in-district employees and external candidates.
 - 3) Following the last day of school each year this posting period will be shortened to three (3) days.

c. **In-Building Transfers:** Open positions shall first be offered to in-building employees. Positions shall be posted for three (3) working days.

- i. **Voluntary Transfer:** Interested in-building employees shall notify their building principal via e-mail of their interest and qualifications. In-building applicants shall include those who are part-time and are applying for a position that would increase their contract time.
- ii. **Involuntary Transfer:** Building principals may move employees in-building when educationally necessary. Verbal notice of involuntary transfers shall be followed up via e-mail within five (5) days, citing the educational necessity of the transfers.
- iii. **Selection:** All open positions shall be filled by the best qualified candidate within the building based upon the posted qualifications for the position. If qualifications are determined to be substantially equal, the senior employee shall be given preference.

d. **In-District Transfers:** To assure that employees are given every consideration in filling any openings or newly created positions which occur at any time within the District, open positions that exist after in-building transfers have taken place shall be posted concurrently, both in-District and externally for five (5) working days. All open positions shall be publicized to employees as far in advance of the date of the opening as possible. Job postings shall clearly set forth the qualifications and job description for the position.

- i. **Voluntary Transfer:** Interested District employees shall apply on-line by the posted deadline.
 - ii. **Involuntary Transfer:** The District may move employees in-District when educationally necessary. Verbal notice of involuntary transfer shall be followed up via e-mail within five (5) days, citing the educational necessity of the transfer.
 - iii. **Selection:** All open positions shall be filled by the best qualified candidate within the District based upon the posted qualifications for the position. Priority will be given to current, qualified employees. If qualifications are determined to be substantially equal, the senior employee shall be given preference.
- e. **External Postings/Selection:** External candidates will only be considered for open positions that exist after in-building and in-District transfers have taken place. Current District employees that have not expressed interest during the In-Building and In-District selection process will be given preference over external applicants if equally qualified.
- i. **Selection:** All open positions shall be filled by the best qualified candidate based upon the posted qualifications for the position. If qualifications are determined to be substantially equal, the senior employee shall be given preference.
- f. **Supplemental Contract Positions:** In the event the District is not awarding a supplemental contract included in this Agreement to the same person who held the position for the preceding school year and the position is posted, the District shall give first consideration for filling such position(s) to qualified applying employees.
4. **Transfer Caused by Construction:** Employees required to transfer from their assignment will have the right of first refusal to their original assignment, if it still exists, or to a comparable assignment at the completion of construction.
5. **Pay for an Involuntary Move to New Workspace:** Employees who are involuntarily transferred to a new workspace shall receive the following compensation paid via timesheet:

Teaching Space Classroom	Employees who are involuntarily transferred to a new teaching space shall receive two (2) per diem days for the work and inconvenience of moving to a new room within their current building or to a new building.
Office Space (ESAs & those without a permanent teaching space)	Employees who are involuntarily transferred to a new office space shall receive one (1) per diem day for the work and inconvenience of moving to a new room within their current building or to a new building.

Section F. Employee Protection

1. **District Insurance:** The District shall protect employees during the scope of employment by purchasing liability insurance in the amount of three hundred thousand dollars (\$300,000) gross aggregate per occurrence, and the District shall include the employees as named insured under the liability insurance and errors and omissions policy of the District.

- 1 2. **Legal Assistance:** Legal counsel shall be provided, through District insurance, to any employee
2 against whom a lawsuit is initiated, provided such employee at the time of the act or omission
3 complained of was acting within the scope of his/her employment or under the direction of the
4 District.
- 5 3. **Loss of Property:** The District shall provide insurance coverage to cover the costs of loss of
6 property sustained in the scope of employment as required by RCW 28A.400.370. Said
7 insurance shall cover the full replacement value of the loss of property and shall be at zero
8 deductible to the employee.
- 9 4. **Absence Due to On-The-Job Injury:** When an employee is injured on the job and is unable to
10 perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and
11 is certified off work by a doctor, the employee may elect to use leave as follows:
 - 12 a. Choose unpaid leave, receiving only his/her entitled worker's compensation benefit
13 payment from the District's industrial insurance provider; or
 - 14 b. Elect to use a full day of accumulated leave (sick or personal) in addition to their entitled
15 worker's compensation benefits; or
 - 16 c. Elect to use a proportionate share of accumulated leave to make up the difference
17 between the workers' compensation payments and the employee's regular pay at the
18 time of injury.
- 19 5. **Professional Liability:** The District shall hold the employees harmless and defend from any
20 financial loss, including reasonable attorney's fees, for any actions arising out of any claim,
21 demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such
22 employee within or without District buildings, provided the employee, at the time of the act or
23 omission complained of, was acting within the scope of his/her employment or under the
24 direction of the District.
- 25 6. **Protection Description:** A brief synopsis of the District's liability and personal property
26 policies shall be provided upon request of the Association. Such a policy shall continue during
27 the life of this Agreement.

28 Section G. Physical Security for Employees

- 29 1. **Use of Force:** An employee, while acting within the course of his/her duties, may use such
30 force as is reasonable and necessary to maintain order; protect him/herself; prevent a
31 student from harming him/herself, other students, school employees, and other persons or
32 property.
- 33 2. **Information to Employees:** The District shall make every reasonable effort to inform each
34 employee who has the need to know concerning any student or student's family member
35 who has a consistent and/or unusually violent history. The District shall provide this
36 information in a timely fashion based upon any written records that the District maintains
37 or which it receives from a law enforcement agency.
- 38 3. **Restraint:** An employee may restrain a student when it is essential for self-defense or for
39 the protection of other persons or property.
- 40 4. **Emergency Procedures:** Each worksite shall develop and communicate to employees
41 emergency procedures concerning physical security for employees and students.

- 1 5. **Cooperation with Law Enforcement:** In the interest of employee safety, the District shall
2 cooperate with law enforcement agencies. Supervisors, when appropriate, shall request
3 assistance from law enforcement agencies.

4 Section H. Privacy

5 The private and personal life of any employee is not an appropriate concern of the District unless such
6 private and personal life impairs the employee's ability to appropriately fulfill his/her professional
7 responsibility.

8 Section I. Harassment

9 1. **Definitions:**

- 10 a. The terms "harass" and "harassment" shall mean words, gestures (including offensive
11 touching) and/or other actions which threaten or intimidate the individual and serve no
12 legitimate professional purpose.
- 13 b. The term "sexual harassment" shall mean unwelcome sexual advances, requests for
14 sexual favors, sexually motivated physical contact, or other verbal or physical contact or
15 communication of a sexual nature if:
16 i. Submission to that conduct or communication is made a term or condition, either
17 explicitly or implicitly, of obtaining an education or employment;
18 ii. Submission is used as a factor in decisions affecting that individual's education
19 or work employment; or
20 iii. That conduct or communication has the purpose or effect of substantially
21 interfering with an employee's educational or work performance, or of creating
22 an intimidating, hostile, or offensive educational or work environment.
- 23 c. **General Harassment Bar:** The Parties, including their representatives and members,
24 shall not harass each other.
- 25 d. **Sexual Harassment Bar:** The Parties shall attempt to establish and maintain an
26 environment free from sexual harassment. Sexual harassment shall not be tolerated or
27 condoned.
- 28 e. **Procedures:**
29 i. **Use of Grievance Procedure:** Any charge of harassment shall be filed and
30 processed as a grievance. Where persons named in the grievance are involved in
31 the claim of sexual harassment the grievance shall automatically proceed to the
32 next higher step.
- 33 ii. **Discontinued Contact:** Upon request of the grievant, the Superintendent may
34 make a preliminary ruling that the grievant has a right to discontinue specified
35 contact with the alleged harasser pending a final determination of the grievance.
36 A similar ruling may be made a part of the final Superintendent's ruling on the
37 grievance. In both cases, the Superintendent shall specify the nature of permitted
38 contact and non-contact.
- 39 iii. **Transfer Implications:** Where sexual harassment has been established and the
40 employer finds it necessary to separate, by means of transfer, two (2) employees,
41 or separate the employee and a supervisor, the employee who is harassed shall
42 not be transferred against his/her will.

- 1 iv. **Confidential:** Complaints regarding alleged sexual harassment shall be dealt
2 with in confidence, based upon a “need to know.”

3 Section J. Test Protection

- 4 1. The office of Elementary and Secondary Education in conjunction with the Staff Development
5 Committee shall offer training in test administration to employees administering any and all
6 standardized tests as adopted by the District or State of Washington.
7 2. Individual building site councils will establish testing schedules allowing for adequate
8 supervision.

9 Section K. Social Media

- 10 1. The Parties acknowledge the extraordinary impact that threats and harassment through
11 electronic media have on the educational process. Offenses such as, but not limited to,
12 harassing or inappropriate email messages, websites, false electronic text messages or other
13 technological misconduct that threaten the safety and/or reputation of the employee may be
14 charged and/or disciplined in accordance with District policy and state law.
15 2. Employees are expected to report such incidents to a building administrator as soon as possible.
16 These offenses against employees will be considered misconduct, which can lead to disciplinary
17 action up to and including long term suspension and/or expulsion whenever appropriate and in
18 accordance with student due process rights. The District shall follow federal and state law
19 when disciplining special education students.
20 3. Employees are expected to report incidents by non-students to their administrator. These will
21 be dealt with according to district policies.
22 4. When reported, the principal or district administrator shall follow District policy and
23 procedures when reviewing the incident and imposing any consequence. If the administrator is
24 permitted by state and/or federal regulations, they will share relevant information back to the
25 employee regarding what action, if any, has been taken.
26 5. Employees are free to exercise their personal legal rights and alternative courses of action
27 concerning cyber threats and harassment.

28 Section L. Video Surveillance

- 29 1. The use of surveillance cameras is for the protection of property reducing student discipline
30 issues and providing a safe environment for students and staff.
31 2. No permanent surveillance camera or electronic device shall be utilized in any classroom
32 without the full knowledge of the employee.
33 a. Temporary surveillance cameras may be employed in a classroom to address a student
34 issue. This will require prior notice to the employee.
35 3. Surveillance camera footage will not be used to monitor employee behavior or evaluate
36 employee performance.
37 4. Information from surveillance cameras may be used for the purpose of employee discipline,
38 when any reasonable investigation into allegations of misconduct results in a review of the
39 footage.
40 a. The employee and his/her EEA representative may view the recording prior to
41 discipline being issued.

- 1 5. Video footage should only be used for appropriate, professional purposes and shared with
2 appropriate authorities on a need-to-know basis.

3 *ARTICLE IV. CLASSROOM TEACHER EVALUATION*

4 Section A. Introduction

5 The Parties have agreed to adopt the evidence-based instructional framework developed by University
6 of Washington Center for Educational Leadership (CEL 5D+) (APPENDIX C). The evaluation
7 procedures set forth herein shall be to improve the educational program by strengthening the quality of
8 instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and
9 provide support for professional growth.

10 The Parties have developed Evaluation Process & Documents (APPENDIX D) as a guide to the steps
11 and documents necessary for this process. This will provide a common guide for both teachers and
12 administrators to follow each year.

13 Section B. Definitions

- 14 1. "Artifacts" shall mean any products generated, developed, or used by a classroom teacher
15 during the course of instruction. Artifacts should arise naturally from classroom instruction or
16 practices and should not be created specifically for the evaluation system or at the direction of
17 the evaluator. Additionally, tools or forms used in the evaluation process may be considered as
18 artifacts. NOTE: It is recommended that artifacts will be minimally necessary as artifacts can be
19 gathered through the observation process.
- 20 2. "Criteria" shall mean the eight (8) state defined categories to be scored.
- 21 3. "Criterion" shall mean one (1) of the eight (8) state defined categories to be scored.
- 22 4. "Classroom Teacher" shall mean a certificated employee who provides academically focused
23 instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be
24 evaluated annually using either a Comprehensive or Focused evaluation.
- 25 5. "Evaluator" shall mean a certificated administrator who has been trained in observation,
26 evaluation, and the use of the specific instructional framework, the rubrics contained in this
27 agreement, and any relevant state or federal requirements. The evaluator shall assist the
28 teacher by providing support and resources.
- 29 6. "Evidence" shall mean examples or observable practices of the teacher's ability and skill in
30 relation to the instructional framework criteria. Evidence should be gathered from the normal
31 course of the essential functions of the job and evaluation criteria. Evidence collection is not
32 intended to be a professional portfolio but rather a sampling of observed practices and/or data
33 to inform the decision about level of performance. NOTE: It is recommended that evidence
34 will be minimally necessary as most evidence should be gathered through the observation
35 process.
- 36 7. "Instructional Framework" shall mean the adopted evidence-based instructional framework
37 developed by the University of Washington's CEL, known as the CEL 5D+.
- 38 8. "Observe or Observation" means the gathering of evidence made through classroom visits,
39 other visits, work samples, or conversations that allow for the gathering of evidence of the

1 performance of assigned duties for the purpose of examining evidence over time against the
2 instructional framework rubrics pursuant to this section.

- 3 9. "Provisional Teacher" means a teacher meeting one of three categories:
4 a. New to teaching. Brand new teachers are provisional for their first three (3) years in the District.
5 b. New to the District, but with experience from a state other than Washington, or teaching in a
6 private and/or charter school. These teachers are similarly provisional for their first three (3)
7 years with the District.
8 c. New to the District, but with two (2) or more continuous years teaching experience in one (1)
9 district within Washington are provisional only for their first year with the District.
- 10 10. "Student Growth Data" shall mean the change in student growth between two points in time
11 within the current school year. Assessments used to demonstrate growth must predominately
12 originate at the classroom level and be initiated by the classroom teacher. Assessments used to
13 demonstrate growth must be appropriate, relevant, and may include both formative and
14 summative measures.
- 15 11. "Not Satisfactory" shall mean:
16 a. **Level 1: Unsatisfactory** – Receiving a summative score of "1" or "Unsatisfactory" is not
17 considered satisfactory performance for any teacher.
18 b. **Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five
19 (5) years of teaching experience and if a summative score of "2" or "Basic" has been
20 received two (2) years in a row or during two (2) out of three consecutive years, the
21 teacher is not considered to be performing at satisfactory level.

22 Section C. Comprehensive Evaluation (APPENDIX E)

23 The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that
24 requires teachers to be evaluated on the eight (8) state criteria. A teacher shall remain on
25 Comprehensive until they have completed provisional status prior to moving to a Focused evaluation.
26 After that, a teacher must complete a Comprehensive evaluation once every six (6) years.
27 During subsequent years they will be evaluated on a Focused evaluation.

- 28 1. **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be
29 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as
30 the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any
31 relevant information regarding the evaluation tool used for observation and evaluation
32 purposes. (APPENDIX F).
- 33 2. **Student Growth Goal Setting:** (APPENDIX G)
34 a. The teacher who is on a Comprehensive evaluation will select student growth goal(s) for
35 SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator
36 and may be interrelated or 'nested.' This will be completed by November 1st.
37 b. Student data that measures growth between two points in time within the current school
38 year shall be used to calculate a teacher's student growth score.
39 c. The District will make available and support work during PLC time for all teachers on a
40 Focused or Comprehensive evaluation to engage in activities that support the work of a
41 "Cycle of Inquiry" that may be used to satisfy the student growth requirement defined
42 in Criteria 3, 6 and 8.

- 1 3. **Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be
2 given the opportunity to review the objectives and goals of his/her lesson with his/her
3 evaluator.
- 4 4. **Observations:** (APPENDIX H)
 - 5 a. The total annual observation time must be at least sixty (60) minutes. Each observation
6 shall be a minimum of ten (10) minutes, with Provisional teachers as an exception noted
7 below.
 - 8 b. Provisional teachers shall be observed at least once during the first ninety (90) calendar
9 days of his/her employment period. This observation must be scheduled and must be a
10 minimum of thirty (30) minutes in length.
 - 11 c. The District may offer a continuing contract to provisional employees after two (2) years
12 of evaluations that are Proficient (3) or Distinguished (4).
 - 13 d. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be
14 observed at least three (3) times in the performance of his or her duties. The total
15 observation time for the school year for a third year provisional teacher shall not be less
16 than ninety (90) minutes.
- 17 5. **Post-Observation Communication:**
 - 18 a. Following each observation or series of observations, the evaluator will:
 - 19 i. Document and share the results of the observation in writing or by using the
20 applicable web-based evaluation tool. The evaluator will share his/her
21 observation report with the teacher within 15 working days.
 - 22 ii. The teacher may request a meeting to review the observation report if desired.
 - 23 iii. If a teacher is at risk of being rated Basic (2) or below, the evaluator must
24 schedule a time to meet with the teacher after the observation(s) to review
25 concerns prior to the end of January.
- 26 6. **Preliminary Summative Communication:** No later than April 15th evaluators will
27 communicate teachers' preliminary performance ratings in each of the evaluated criteria areas.
28 Teachers who desire may work with his/her evaluators to arrange for additional observation
29 opportunities to supplement information for his/her final rating. Teachers have until May 15th
30 to request additional observations and/or to provide additional artifacts and evidence if they so
31 choose.
- 32 7. **Final Summative Communication:**
 - 33 a. The evaluator will submit to the teacher a copy of the final evaluation no later than June
34 1st. Either party may request a meeting to review the evaluation.
 - 35 b. The teacher will sign one (1) original evaluation form for his/her personnel file and be
36 given a copy.

37 Section D. Focused Evaluation (APPENDIX E)

38 The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires
39 teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher becomes eligible for Focused
40 evaluation after completing their provisional status in the District. Thereafter, a teacher must complete
41 a Comprehensive evaluation once every six (6) years. Subsequent years they will be evaluated on a
42 Focused evaluation.

- 1 **1. Notification:** The teacher will be notified by the 20th day of school whether the teacher will be
2 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as
3 the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any
4 relevant information regarding the evaluation tool used for observation and evaluation
5 purposes. (APPENDIX F).
- 6 **2.** A summative score is determined using the most recent comprehensive summative evaluation
7 score. This score becomes the focused summative evaluation score for any of the subsequent
8 years following the comprehensive summative evaluation in which the certificated classroom
9 teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary
10 practice on the chosen focused criterion, a level 4 (Distinguished) score may be assigned by the
11 evaluator.
- 12 **3. Student Growth Goal Setting:** (APPENDIX G)
 - 13 a. When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student
14 growth components within their chosen criterion only. When the teacher selects
15 Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6
16 (SG 3.1, SG 6.1). Student Growth Goals will be developed by the teacher with input
17 from his or her evaluator. This will be completed by November 1st.
 - 18 b. Student data that measures growth between two points in time within the current school
19 year shall be used to calculate a teacher’s student growth score.
 - 20 c. The District will make available and support work during PLC time for all teachers on a
21 Focused or Comprehensive evaluation to engage in activities that support the work of a
22 “Cycle of Inquiry” that may be used to satisfy the student growth requirement defined
23 in Criteria 3, 6 or 8.
- 24 **4. Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be
25 given the opportunity to review the objectives and goals of his/her lesson with his/her
26 evaluator.
- 27 **5. Observations:** (APPENDIX H) The total annual observation time must be at least sixty (60)
28 minutes. School districts must ensure that all classroom teachers are observed for the purposes
29 of focused evaluation at least twice each school year in the performance of their assigned duties.
30 As appropriate, the evaluation of the certificated classroom teacher may include the observation
31 of duties that occur outside of the classroom setting. Each observation shall be a minimum of
32 ten (10) minutes.
- 33 **6. Post-Observation Communication:**
 - 34 a. Following each observation or series of observations, the evaluator will:
 - 35 i. Document and share the results of the observation in writing or by using the
36 applicable web-based evaluation tool. The evaluator will share his/her
37 observation report with the teacher within 15 working days.
 - 38 ii. The teacher may request a meeting to review the observation report if desired.
 - 39 b. Each classroom teacher will have the opportunity to submit artifacts or evidence to
40 support his/her performance at any time after the observation(s).
 - 41 c. Should an evaluator determine that a teacher on a Focused evaluation should be moved
42 to a Comprehensive evaluation for that school year, the teacher must be informed of this
43 decision in writing at any time on or before December 15.

1 7. **Preliminary Summative Communication:** No later than April 30th evaluators will
2 communicate teachers' preliminary performance ratings in each of the evaluated criteria areas.
3 Teachers may work with their evaluators to arrange for additional observation opportunities to
4 supplement information for their final ratings. Teachers may request additional observations
5 within three (3) days of being informed of their preliminary performance rating, and have until
6 May 15th to provide additional artifacts and evidence if they so choose.

7 8. **Final Summative Evaluation Communication:**

- 8 a. The evaluator will submit to the teacher a copy of the final evaluation no later than June
9 1st. Either party may request a meeting to review the evaluation.
10 b. The teacher will sign one (1) original evaluation form for his/her personnel file and be
11 given a copy.

12 Section E. Support for Basic (2) and Unsatisfactory (1) Employees

- 13 1. The teacher and Association will be notified prior to the end of January when any teacher is on
14 track to be judged Basic (2) or Unsatisfactory (1), or as soon as this determination is made.
15 2. When a teacher is at risk of being judged Basic (2) or Unsatisfactory (1), additional support shall
16 be provided to support his/her professional development.

17 Section F. Additional Support for Provisional Teachers

18 Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond
19 the minimum requirements of the evaluation process to assist the teacher in making satisfactory
20 progress toward remediating deficiencies. The efforts may include:

- 21 1. A completed Comprehensive evaluation conducted in accordance with Section C above;
22 2. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in
23 improving his/her performance;
24 3. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies.

25 Section G. Probation

- 26 1. At any time after October 15th, a continuing employee, being evaluated on a Comprehensive
27 evaluation, whose work is judged not satisfactory based on CEL 5D+ instructional framework
28 evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a
29 reasonable program for improvement. For teachers who have been transitioned to the new
30 evaluation system, "not satisfactory" is defined in Section B., sub-section 11 of this Article.
31 2. A probationary period of sixty school days shall be established for teachers deemed not
32 satisfactory. Days may be added if deemed necessary to complete a program for improvement
33 and evaluate the probationer's performance, as long as the probationary period is concluded
34 before May 15th of the same school year. The probationary period may be extended into the
35 following school year if the probationer has five (5) or more years of teaching experience and
36 has a comprehensive summative evaluation performance rating of less than Level 2 as of May
37 15th.
38 3. The establishment of a probationary period does not adversely affect the contract status of an
39 employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is
40 to give the employee opportunity to demonstrate improvements in his or her areas of
41 deficiency. The establishment of the probationary period and the giving of the notice to the

1 employee of deficiency shall be by the school district superintendent and need not be submitted
2 to the board of directors for approval.

- 3 4. During the probationary period the evaluator shall meet with the employee at least twice
4 monthly to supervise and make a written evaluation of the progress, if any, made by the
5 employee. The evaluator may authorize one additional certificated employee to evaluate the
6 probationer and to aid the employee in improving his or her areas of deficiency. Should the
7 evaluator not authorize such additional evaluator, the probationer may request that an
8 additional certificated employee evaluator become part of the probationary process and this
9 request must be implemented by including an additional experienced evaluator assigned by the
10 Educational Service District in which the school district is located. This person shall be selected
11 from a list of evaluation specialists compiled by the Educational Service District. Such
12 additional certificated employee shall be immune from any civil liability that might otherwise
13 be incurred or imposed with regard to the good faith performance of such evaluation. The
14 Association may elect to bring in an outside professional to observe, advise, and assist the
15 teacher while on probation.
- 16 5. During the period of probation, the employee may not be transferred from the supervision of
17 the original evaluator. Improvement of performance or probable cause for nonrenewal must
18 occur and be documented by the original evaluator before any consideration of a request for
19 transfer or reassignment as contemplated by either the individual or the school district.
- 20 6. If a minor procedural error occurs in the implementation of a program for improvement, the
21 error does not invalidate the probationer's plan for improvement or evaluation activities unless
22 the error materially affects the effectiveness of the plan or the ability to evaluate the
23 probationer's performance.
- 24 7. The probationer must be removed from probation if he or she has demonstrated improvement
25 to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice
26 of deficiency and subsequent detailed in his or her program for improvement. A classroom
27 teacher who has been transitioned to the revised evaluation system pursuant to the District
28 implementation schedule adopted by the board must be removed from probation if he or she
29 has demonstrated improvement that results in a new comprehensive summative evaluation
30 performance rating of Level 2 or above for a continuing contract employee with five (5) or fewer
31 years of experience, or of a Level 3 or above for a continuing contract employee with more than
32 five (5) years of experience.
- 33 8. Lack of necessary improvement during the established probationary period, as specifically
34 documented in writing with notification to the probationer constitutes grounds for a finding of
35 probable cause for termination under RCW 28A.405.300 or 28A.405.210.
- 36 9. When a continuing contract employee with five (5) or more years of experience receives a
37 comprehensive summative evaluation performance rating of Level 1 for two (2) consecutive
38 years, the school district shall, within ten (10) days of the completion of the second summative
39 comprehensive evaluation or May 15th, whichever occurs first, implement the employee
40 notification of discharge as provided in RCW 28A.405.300.
- 41 10. Immediately following the completion of a probationary period that does not produce
42 performance changes detailed in the initial notice of deficiencies and program for improvement,
43 the employee may be removed from his or her 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.

11. Not applicable to Provisional Employees: the probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.

Section H. State Criteria and Scoring

1. State Evaluation Criteria:

- a. **Criterion 1** – Centering instruction on high expectations for student achievement
- b. **Criterion 2** – Demonstrating effective teaching practices
- c. **Criterion 3** – Recognizing individual student learning needs and developing strategies to address those needs
- d. **Criterion 4** – Providing clear and intentional focus on subject matter content and curriculum
- e. **Criterion 5** – Fostering and managing a safe, positive learning environment
- f. **Criterion 6** – Using multiple data elements to modify instruction and improve student learning
- g. **Criterion 7** – Communicating and collaborating with parents and the school community
- h. **Criterion 8** – Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

2. **Summative Performance Rating for Comprehensive Evaluation:** 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:

Rating	Score
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above.

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

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating. The following scoring band will be used to determine the student growth impact rating:

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

1
2 4. **Impact of Low Student Growth Score:** A student growth score of "1" in any of the student
3 growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student
4 growth impact rating. A classroom teacher with a preliminary rating of Distinguished (4) and
5 with a low student growth rating will not receive an overall rating of higher than Proficient (3).

6
7 Classroom teachers with a low student growth rating will engage, with their evaluator, in a
8 student growth inquiry.

9 5. **Student Growth Inquiry:** If a teacher receives a low student growth score they must engage in
10 at least one (1) of four (4) activities:

- 11 a. Examine student growth data and other evidence based on classroom, school, District,
12 and state-based tools; and/or
- 13 b. Examine extenuating circumstances which may include: goal setting
14 process/expectations, student attendance, and curriculum/assessment alignment; and/or
- 15 c. Schedule monthly conferences with the teacher to discuss/revise goals, progress toward
16 meeting goals, and best practices; and/or
- 17 d. Create and implement a reasonable professional development plan to address student
18 growth areas that triggered this inquiry.

19 *ARTICLE V. CERTIFICATED SUPPORT EMPLOYEE EVALUATION*

20 Section A. Authority

21 All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.150,
22 WAC 392-191 and this Agreement.

23 Section B. Definitions

- 24 1. The term "Observation" shall mean the actual viewing by the evaluator of the employee
25 working in an assigned area during a specific period of time as a part of the evaluation process.
- 26 2. The term "Observation Report" shall mean a written summary of the observation, the form for
27 which is attached to and made a part of this Agreement as APPENDIX J. Such Observation
28 Report(s) shall provide the central basis for the "Evaluation Report." A Certificated Support
29 Pre-Planned Observation form is made a part of this Agreement as APPENDIX I.
- 30 3. The term "Evaluation" shall mean a summary of the results of the observation and additional
31 comments which assess the degree to which evaluation criteria has been met.
- 32 4. The term "Evaluation Report" shall mean that document which becomes a part of the
33 employee's personnel file. The Support Employee Final Evaluation Report (Long Form) is
34 attached to and made a part of this Agreement as APPENDIX M. The Support Employee Final
35 Evaluation Report (Short Form) is attached to and made a part of this Agreement as APPENDIX
36 L.
- 37 5. The term "Evaluation Process" shall mean that process which begins with the distribution of
38 evaluation criteria by evaluators to each employee at the beginning of each school year. The

1 process ends with the placement of the Evaluation Report and any attachments to the
2 employee's personnel file.

- 3 6. The term "Evaluation Criteria" shall mean that list of criteria set forth and made a part of this
4 Agreement for Support Employees as APPENDIX K.
- 5 7. The term "Evaluator" shall mean the building principal, assistant principal or other
6 administrator(s) designated by the Superintendent.
- 7 8. The term "Observer" shall mean that administrative employee of the District charged with the
8 responsibility to observe for the purpose of evaluation.
- 9 9. The term "Support Employee" shall mean the sub-group of employees who are not classroom
10 teachers, such as librarians, counselors, psychologists, nurses, speech therapists, occupational
11 therapists, and physical therapists.
- 12 10. "Provisional Teacher" means a teacher meeting one of three categories:
 - 13 d. New to teaching. Brand new teachers are provisional for their first three (3) years in the
14 District.
 - 15 e. New to the District, but with experience from a state other than Washington, or teaching
16 in a private and/or charter school. These teachers are similarly provisional for their first
17 three (3) years with the District.
 - 18 f. New to the District, but with two (2) or more continuous years teaching experience in
19 one (1) district within Washington are provisional only for their first year with the
20 District.
- 21 11. The term "Continuing Employee" shall mean those employees who are neither provisional nor
22 those continuing employees who have been placed on probation.
- 23 12. The term "Short-Form Eligible Employee" shall mean any certificated support employee who
24 has completed four (4) years of satisfactory employment with the District.
- 25 13. The term "Short-Form Employee" shall mean those certificated support employees who are
26 short-form eligible and who are evaluated using the Support Employee Short-Form Final
27 Evaluation.
- 28 14. The term "Probationary Employee" shall mean any employee placed on probation by the
29 Superintendent, pursuant to Section K, below.

30 Section C. Purpose

31 The purpose of evaluation shall be:

- 32 1. **Improvements:** To encourage improvements in teaching skills, techniques and abilities by
33 identifying areas needing improvement.
- 34 2. **Distinctions:** To provide a mechanism to make meaningful distinctions among teachers and to
35 acknowledge, recognize, and encourage superior teaching performance.

36 Section D. Qualifications of Evaluators

37 All evaluators must have training in this evaluation system and process.

1 Section E. Initiating the Evaluation Procedure

- 2 1. **Explanation:** The evaluation procedure and criteria shall be distributed and explained in
3 general meetings to all employees at the building level within twenty (20) days of the start of
4 each year, or when an employee is assigned to a building.
5 2. **Short Form:** Certificated support employees shall automatically be shifted to the short form
6 following initial qualification for such move and shall remain on the short form except as
7 individual employees elect the long form, or as evaluators shift employees for reasons set out
8 below.
9 3. **Shift to Long Form:** Should an evaluator determine that a teacher on a short form evaluation
10 should be moved to a long form evaluation for that school year, the teacher must be informed of
11 this decision in writing at any time on or before December 15.

12 Section F. Observations

- 13 1. **Pre-planned Observation Report and Conference:** Prior to each required observation, the
14 observer shall notify the requesting employee of the time and date of such observation by
15 means of the Pre-Planned Observation Report, which is attached to and made a part of this
16 Agreement as APPENDIX I. The employee shall complete the form and return it to the observer
17 indicating his/her desire for a pre-planned scheduled observation conference by filling out the
18 form. In the event the employee opts to forego a pre-planned scheduled conference, the
19 employee shall so indicate on the form when it is returned. The purpose of the form shall be to
20 advise the observer of the objectives, methods, materials and any special considerations that the
21 employee believes may be a factor in the class, physical setting or lesson to be observed, or to
22 request a pre-observation conference, or to request a change of time or date. The observer shall
23 distribute such forms to employees between one (1) and two (2) weeks prior to the pending
24 observation, or as otherwise mutually determined. Upon request of the employee, the observer
25 shall meet with the employee prior to the observation in order to discuss any additional
26 information relevant to the observation. This procedure (pre-planned observation) may be
27 waived in writing by the employee.
28 2. **Unscheduled Observations:** Unscheduled observations may be conducted as the
29 observer/evaluator deems necessary for use in completing an evaluation.
30 3. **Selection of Observation Procedure:** In the meeting at which the evaluation procedure and
31 criteria are explained, the evaluator shall offer the employee the opportunity to request
32 scheduled conferences by completing a survey form.
33 4. **Provisional Employees:** Provisional employees shall be observed for the purpose of evaluation
34 no fewer than two (2) times. One observation shall be no fewer than thirty (30) minutes in
35 length and must be conducted during the first (1st) ninety (90) days of their employment.
36 5. **Continuing Employees:** Continuing employees, who are not short form, shall be observed for
37 purpose of evaluation no fewer than two (2) times annually. At least one (1) observation shall
38 be no fewer than thirty (30) minutes in length. The total of all observations shall be no fewer
39 than sixty (60) minutes.
40 6. **Short Form Employees:** Short form employees shall be observed for the purpose of evaluation
41 at least one (1) time for a period of no fewer than thirty (30) minutes.
42 7. **Evaluators as Observers:** Evaluators shall have personally conducted at least one (1) of the
43 observations upon which each evaluation is based.

- 1 8. **Observation Follow-up:** Observers shall provide copies of Observation Reports to employees
2 within five (5) days of the observation. The employee shall sign the Report, retain one (1) copy
3 and return one (1) copy to the evaluator.
- 4 9. **Post Observation Conference:** Upon the request of either the employee or the evaluator the
5 two (2) shall meet within ten (10) days of the observation for the purpose of discussing the
6 Report. Employees may submit written comments, which shall be attached to and made part of
7 the Report. For probationary employees, a copy of this Report shall be placed in the employee's
8 file.

9 Section G. Evaluation Frequency

- 10 1. **Provisional Employees:** Provisional employees shall be evaluated no fewer than two (2) times
11 during their first (1st) year of employment. The first (1st) such evaluation must be completed
12 within the first (1st) ninety (90) days of employment. The second (2nd) shall be completed no
13 later than June 1st.
- 14 2. **Continuing Employees:** Continuing employees shall be evaluated at least one (1) time each
15 year, which shall be completed no later than June 1st.
- 16 3. **Short Form Employees:** Short form employees shall be evaluated one (1) time per year, which
17 shall be completed no later than June 1st.

18 Section H. Evaluation Conference

19 Evaluators shall confer with employees for the purpose of discussing the applicable Evaluation Report.
20 The completed Report shall be explained by the evaluator in an evaluation conference. Employees may
21 submit written comments which shall be attached to and made a part of the Report in the employee's
22 file.

23 Section I. Use of Evaluation Results

24 Evaluation results shall be private and confidential, provided that within the District the Reports shall
25 be shared only as specified by the employee or on a "professional need to know" basis; and outside the
26 District, the Reports shall be shared only as specified by the employee or as is legally required or
27 permitted. Further, they shall be used:

- 28 1. **To Acknowledge Excellence:** To acknowledge, recognize, and encourage excellence in
29 professional performance;
- 30 2. **To Document Satisfactory Performance:** To document the satisfactory performance by an
31 employee of his/her assigned duties;
- 32 3. **To Identify Needed Improvements:** To identify discrete area(s), according to the criteria
33 included on the evaluation instrument, in which the employee may need improvement;
- 34 4. **To Document Unsatisfactory Performance:** To document performance by an employee judged
35 unsatisfactory, based on the adopted evaluation criteria.

36 Section J. General Requirements

- 37 1. **Signatures:** The Observation and Evaluation Report(s) must be signed and dated by the
38 observer and the evaluator respectively. Such Reports are also to be signed and dated by the
39 employee. The employee's signature shall indicate only that he/she has received a copy of the
40 observation and/or evaluation, not that he/she necessarily agrees with its content.

- 1 2. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining
2 that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an
3 employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation
4 may be used only in those cases where the evaluator reports "satisfactory" or better ratings.
- 5 3. **Eavesdropping Bar:** All monitoring or observation of the work performance of an employee
6 shall be conducted openly and with the full knowledge of the employee.
- 7 4. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must
8 have been preceded with a written statement and/or formal conference with the employee in
9 order to provide notice of the problem, specific suggestions for improvements and reasonable
10 time and opportunity for improvement.

11 Section K. Probation

- 12 1. **Notice:** In the event that a continuing employee's work is judged to be unsatisfactory, based
13 upon the evaluation criteria and procedure, the employee shall be notified in writing of the
14 specified area(s) of deficiency along with a suggested, specific, and reasonable program of
15 improvement at any time after October 15th of the academic year. This written notice shall
16 advise the employee of the establishment of a probationary period of no fewer than sixty (60)
17 school days and ending no later than May 1st. The notice to the employee shall be signed by the
18 Superintendent and shall advise the employee, in writing, of his/her right to Association
19 representation throughout the probationary period.
- 20 2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to
21 demonstrate improvement(s) in his/her areas of deficiency.
- 22 3. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet
23 with the employee at least twice monthly to supervise and make written evaluations of the
24 progress, if any, made by the employee. The evaluator may authorize one (1) additional non-
25 bargaining unit District administrator to observe and/or evaluate the probationer. The
26 evaluator may authorize a bargaining unit employee or a non-bargaining unit administrator to
27 aid the employee in improving in his/her area(s) of deficiency.
28 An employee on probation may authorize an employee to accompany him/her at all conferences
29 required in this paragraph. The purpose of such additional employee would be to serve as a
30 witness, to assist in communications and to offer support and counsel to the employee.
- 31 4. **Removal:** The employee may be removed from probation at any time he/she has demonstrated
32 improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee
33 should be removed from probation, the employee shall be notified in writing no later than May
34 1st.
- 35 5. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory
36 improvement in the area(s) of deficiency, the employee shall be notified in writing on or before
37 May 1st, of the lack of improvement along with specific documentation. Lack of necessary
38 improvement shall constitute grounds for non-renewal pursuant to RCW 28A.405.210 or RCW
39 28A.405.220.
- 40 6. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status of an
41 employee within the meaning of RCW 28A.405.300.

1 Section L. Professional Growth Plan (PGP)

2 1. **Definitions:**

- 3 a. The term “professional growth program” shall mean the vehicle for employees to
4 further the quality of their individual instruction through self-assessment and goal
5 setting.
6 b. The term “Professional Growth Plan” (PGP) shall mean a voluntary plan by an
7 employee designed to improve that employee’s professional performance.

8 2. **Professional Growth Program**

- 9 a. **Goal:** The Goal of the PGP is to develop and improve the District’s educational
10 programs in an environment where employees, administrators, students and parents
11 share a desire for academic excellence and a concern for the individual. The PGP is
12 established to meet this goal.
13 b. **Professional Growth Plan:**
14 i. **Purpose and Overview:** The purpose of the PGP is to assist employees in self-
15 guided professional development toward self-selected professional development
16 goals in order to encourage enhancements and improvements in teaching skills,
17 techniques and abilities as well as related professional skill for non-teaching
18 employees. Employee goals that reinforce District and/or building goals are
19 encouraged. Professional growth is the desired outcome of the PGP.
20 Collaborative interaction is encouraged. PGP’s are intended to provide
21 employees with support for the risk-taking inherent in trying new ideas.
22 ii. **Eligibility:** Any employee with four (4) consecutive years of satisfactory
23 evaluation, with the previous year being satisfactory in every criterion, is eligible
24 for participation in the PGP.

25 3. **Plan:**

- 26 a. **PGP Goals Statement Form:** Employees selected for a PGP shall complete a PGP Goals
27 Statement Form as early as August 1st and no later than October 15th APPENDIX N.
28 Employees and their principals shall make every reasonable effort to develop, maintain
29 and execute such PGP cooperatively. In the event of difficulty in coming to mutual
30 decision, either may request that the Parties appoint one (1) representative each to two
31 (2) person intervention team, which shall mediate. Should agreement not be reached
32 either with or without intervention, the employee shall make the final determination of
33 his/her plan, provided that, in such event, District funds shall not be utilized.
34 b. **Sources of Information:** One (1) or more of the following sources of information shall
35 be used by employees in developing their PGP.
36 i. Peer review and evaluation
37 ii. Input by parents
38 iii. Input by students
39 iv. Personal and/or professional goals
40 v. District goals
41 vi. Building goals
42 vii. Self-assessment
43 viii. Personal academic records

- 1 ix. District evaluations
2 x. Other such sources consistent with sound pedagogical and research principals as
3 employees may choose to utilize.
- 4 4. **Funding:** Funding may be available to PGP participants from the following accounts:
5 a. Building travel budgets
6 b. Tuition reimbursement
7 c. Optional Days
8 d. Supplies reimbursement
- 9 5. **Summary of Outcomes:** The results of the PGP shall be outlined by participants in the
10 summary of outcomes portion of their PGP Goals Statement. A copy of such shall be shared
11 with the employee's principal, when completed.
- 12 6. **Records and Materials:** As a part of his/her application for a PGP, each employee shall develop
13 a folder which shall contain all records of his/her PGP. Such folder shall be made available to
14 his/her principal during any conference related to PGP. The folder however, shall be and
15 remain the sole property of the employee, who shall be responsible for safeguarding it and
16 making it available during the period of the PGP and until the process is completed. After this
17 time the disposition of the folder is at the employee's discretion. The District shall not use the
18 PGP or its results or the folder in any way in the employee's evaluation.
- 19 7. **PGP's:** PGP's may begin as early as August 1 if the PGP goal form has been completed and the
20 conference with the principal conducted. The PGP shall be completed by July 31st.

21 *ARTICLE VI. LAYOFF AND RECALL (RIF)*

22 Section A. RIF

23 In the event the District suffers a significant loss in revenues and/or program which requires a
24 reduction in the work force (RIF), the District shall follow the procedure contained herein. The District
25 shall provide the Association with a detailed report relating to the District's financial condition and the
26 anticipated educational program for the ensuing school year by May 1st, if possible. The term "Layoff"
27 shall mean action taken by the District to reduce the number of employees.

28 A reduction in force shall take place only after the following occur(s):

- 29 1. All retire, rehire employees are non-renewed.
30 2. All leave replacement employees are non-renewed.
31 3. The District has granted all leave requests.

32 Section B. Layoff Procedure

33 RIF shall be accomplished by straight seniority for all employees. The term "Seniority" shall mean the
34 length of service credited to an employee in initial placement plus all years of service with the District.
35 Ties shall be determined by lot. Half (1/2) time employees gain seniority equal to the number of half
36 (1/2) years employed.

- 37 1. **Seniority List:** The seniority list shall be furnished to the Association and a copy shall be sent
38 to each building for posting by March 1st of each school year.

ARTICLE VIII. WORKLOAD AND CLASS SIZE

Section A. Workload

1. The District shall make every attempt to maintain reasonable class sizes. Whenever a workload exceeds the maximum sizes listed in this section the District shall make every reasonable effort to reduce or balance the workload. The District may employ any means it determines appropriate to correct a workload problem, including but not limited to transferring students, adding staff, restructuring of course offerings, or any other action that the District believes will resolve the problem.
2. The following class size provisions may be waived due to severe funding cutbacks, levy failure, significant enrollment decline, or other emergencies which may occur in the District. The Parties will mutually agree to options prior to any partial or complete waiving of this provision.

Section B. Class Size Provisions

<i>Grade Levels:</i>	<i>Maximums (Exceeding these numbers triggers Overload):</i>
K-1	23 per day
2-3	24 per day
4	26 per day
K-4 Combo <ul style="list-style-type: none"> • A maximum of two (2) consecutive grade levels combined 	23 per day
5-6	27 per period
5-6 Combo <ul style="list-style-type: none"> • Specialized in content area and a maximum of two (2) consecutive grade levels combined 	25 per period
K-6 PE, Music	Same class sizes as defined above
7-12	29 per period (provided daily average is 25 per period, per day)
7-12 Physical Education	34 per period (provided daily average is 25 per period, per day)
6-12 Non-Performance Music	6 = 27 per period 7-12 = 29 per period (provided daily average is 25 per period, per day)

Activity periods and large group instructional settings such as grades 6-12 music performance classes are excluded.

1 Section C. Class Size Overload Remedies:

- 2 1. Overload will be calculated two (2) times each semester. Overload must be claimed within the
 3 semester it was earned. Teachers may qualify for overload in the first half and/or second half of
 4 each semester:
- 5 a. Class sizes in overload at any point between the 10th day of the semester and halfway
 6 through the semester will be eligible for one of the remedies outlined below. Class sizes
 7 in overload at any point during the second half of the semester will be eligible for one of
 8 the remedies outlined below.
 - 9 b. If the current class sizes are exceeded as set out in Section B. Class Size Provisions, the
 10 building administrators have until the tenth (10th) day of each semester to balance the
 11 classes. After the tenth (10th) day, if an employee is in overload at any point during the
 12 first and/or second half of any semester, the administrator and employee will review
 13 remedies and the employee will submit an Overload Remedy Selection form.
 - 14 c. Remedies will be paid at the halfway point and/or the end of each semester.
 - 15 d. Employees on leave will be eligible for a prorated portion of Overload.
- 16 2. Final selection of the remedy will be the teacher’s choice.
- 17 a. **Compensation:**

K-4	\$3.00 per student, per day; minimum of \$6.00 per day for first student (1 student = \$6.00, 2 students = \$6.00, 3 students = \$9.00, etc.)	20
5-12	\$1.50 per student, per period; minimum of \$5.00 per day for first three (3) students (1 student = \$5.00, 2 ¹ students = \$5.00, 3 students = \$5.00, 4 students = \$6.50, etc.)	22
Specialists	\$2.00 per student, per 50 minute period or \$1.00 per student, per 25 minute period	23

24

25 The compensation remedy will be adjusted monthly based upon enrollment counts.

- 26 b. **Per Diem Day Pay:** Teachers may choose to timesheet one and a half (1.5) per diem
 27 days for each half semester in recognition of additional workload. This remedy is not
 28 provided per period, but is provided one time no matter how many periods are in
 29 overload.
- 30 c. **Instructional Supplies and Materials/Staff Development:** Teachers may access up to
 31 \$450 for each half semester for overload described above. Supplies and materials may
 32 include software or technology purchase, supplementary materials and resources. Also
 33 available are additional staff development opportunities. Not intended for overload
 34 remedies are basic curricular materials (textbooks, markers, classroom supplies).
 35 Teachers may carry forward these dollars for one (1) semester, not to exceed \$1,200.

1 This remedy is not provided per period, but is provided one time no matter how many
2 periods are in overload.

3 Section D. Workload Provisions

- 4 1. **Elementary Workload Support:** Each Spring, in an effort to support transparency in student
5 placement among classrooms, principals, in conjunction with classroom teachers, RTI
6 Coordinators, and Intervention Specialists, will balance class sizes and student demographics
7 (gender, IEPs, reading and math levels, behavior, ethnicity).
- 8 2. **Elementary Student Placement:** Equitable student placement will be standardized across
9 buildings and include Student Placement Cards (APPENDIX R) and the Student Placement
10 Spreadsheet (APPENDIX S) or the use of an electronic placement system (excluding i. and ii.).
- 11 a. Student Placement Procedure:
- 12 i. Teachers complete Student Placement Cards for current students.
- 13 ii. Student Placement Cards from each grade level are combined and sorted.
- 14 iii. Student data is entered into the Student Placement Spreadsheet/System to
15 equitably distribute students.
- 16 iv. Distribution of students is reviewed by current grade level teachers. Specialists,
17 special education teachers, etc. may be included as needed. Adjustments are
18 made as necessary.
- 19 v. The upcoming school year's teachers will review the Student Placement
20 Spreadsheet/System to evaluate class balance.
- 21 vi. If an imbalance is found, current teachers and building principals will make
22 necessary changes.
- 23 vii. Upcoming teachers will be assigned classes.
- 24 viii. Addition or compression of sections shall trigger a review of placement using
25 established process.
- 26 ix. Principals maintain the final class assignment.
- 27 3. **Elementary Instructional Support:** Because all classes will be balanced, instructional support
28 will be equitably distributed among each grade level as defined below:
- 29 a. **Instructional Support:** Instructional support Paraeducators will be trained and in place
30 by the first day of school and shall be used to support Kindergarten transition during
31 the first two (2) weeks.
- 32 b. Administrators will make every effort to assign paraeducator support when it is most
33 beneficial to the teacher. To do so, buildings will develop schedules that minimize the
34 assignments of each instructional paraeducator so that teachers receive the full amount
35 of time and do not lose minutes to transitions. These positions shall be assigned as
36 follows at each elementary grade level:
- 37 i. **Kindergarten – 1st Grade:** One (1) hour instructional support per classroom each
38 day
- 39 ii. **All Other Grade Levels:** One-half (1/2) hour instructional support per classroom
40 each day.
- 41 iii. Combo classes will receive instructional support for each grade band they teach.
- 42 c. Instructional support hours shall remain in place for the entire school year.
- 43 4. **7th Grade Instructional Support:**

- a. **Instructional Support:** Instructional support Paraeducators focused on providing support to 7th grade classrooms with the highest needs will be hired and in place by the first day of school.
- b. **Paraeducator Support:**
 - i. Eastmont Junior High and Sterling Junior High: Four and a quarter (4.25) Paraeducator hours.

Section E. Caseloads

Within the first ten (10) days of count day the District shall make every effort possible to remediate a caseload overload. Starting with day eleven (11), and for the remainder of the school year, if the maximum contracted caseload limit is exceeded, the Special Education Director or designee shall meet with the impacted employee(s) to review caseload. A good faith effort will be made by all the parties to reach a resolution that will offer relief to the employee and be fiscally sound for the District.

Remedy options are:

- 1. Provide additional support to reduce workload.
- 2. Compensation – if compensation is selected, starting on day eleven (11), if the caseload limits are exceeded, the overload compensation below shall be retroactive to the first day of overload.

SLP, OT/PT caseloads include the number of students requiring a written IEP or evaluation. This includes students who are provided specially designed instruction or related service at least weekly for services on the IEP or for whom the educator is the case manager.

Psychologist evaluations are a lengthy process that often require hours of testing, clinical observations, obtaining teacher and parent information, data collection/analysis, scoring and typing evaluations, and attending meetings.

<u>ESA CATEGORY</u>	<u>MAXIMUMS</u>	<u>COMPENSATION</u>
SLP	Caseload: 45 (55 maximum with SLPA assistance)	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid
OT/PT	Caseload: 45 (55 maximum with COTA/PTA assistance)	If caseload limit is exceeded on a monthly basis, a \$50 per student, per month stipend will be paid
Psychologists	Evaluations: 65 initial or re-evaluations	If evaluation limit is exceeded on a yearly basis, a \$50 per evaluation stipend will be paid

Section F. Special Education IEPs, Portfolios and Preschool

- 1. **IEPs:**

- a. Any case manager who is responsible for writing IEPs shall be paid two (2) hours per diem per IEP. This provision also applies to classroom teachers, Occupational Therapists, Speech Language Pathologists and Physical Therapists.
 - b. In addition to case managers, Occupational Therapists, Speech Language Pathologists and Physical Therapists who are required to provide information and contribute to an IEP by writing IEP goals, identifying present levels of performance, monitoring growth of those goals, and reporting progress on those goals shall be paid one half (1/2) hour per diem per IEP.
 - c. The time will be paid in June based on the actual number of IEPs written during the school year.
2. **Special Education Portfolios:** One (1) per diem day shall be paid for each portfolio completed. The time will be paid in June based on the actual number of portfolios completed during the school year.
 3. **Preschool:** Four (4) per diem days shall be paid to each preschool teacher due to the unpredictable caseloads and high needs of the students. These days shall be paid twice a year, two (2) days in November and two (2) days in May.

Section G. Recruit/Retain Support

Life Skills Teachers, Occupational Therapists, Physical Therapists, Speech/Language Pathologists, Psychologists, and Nurses: The parties recognize that employees in these specialized areas are hard to recruit and retain. As a result, a supplemental contract of \$3,000 will be issued to employees in these assignments. This supplemental contract shall be paid twice a year, \$1,500 in November and \$1,500 in May.

Section H. Elementary Specialists

1. **Specialist Schedules:**

- a. Specialists shall teach a maximum of sixty (60) twenty-five (25) minute classes, thirty (30) fifty (50) minute classes, or a combination thereof per week.
- b. Specialists shall teach no more than twelve (12) twenty-five (25) minute classes, or six (6) fifty (50) minute classes, or a combination thereof on any day.
- c. Specialists shall have a morning and afternoon break of not less than five (5) minutes each day.
- d. Regularly scheduled double classes will be prohibited.
- e. The above provisions apply to part-time employees on a proportionate basis.

2. **Specialists and Conferences:**

- a. Specialists must be on campus for student conferences.
- b. Specialists will be allowed to work from their own teaching space unless requested to attend a conference in a classroom.
- c. Specialists and classroom teachers will communicate regarding which student conferences specialists are asked to attend.
- d. No minimum number of conferences is required.

1 Section I. Traveling Teachers:

- 2 1. **Travel Between Buildings:** Teachers who are required to teach in more than one building,
3 excluding itinerant teachers, will choose one of the following options:
4 a. Travel time equivalent to no less than fifty (50) minutes.
5 b. A stipend of \$1,500 per semester. These stipends will be paid at the end of each grading
6 period.
7 2. **Travel Between Classrooms:** The Parties recognize that teachers who do not have their own
8 classroom face an increased burden from having to travel from room to room throughout the
9 day.
10 a. In order to compensate for the time and effort needed to organize classes in multiple
11 classrooms, these teachers will be provided \$300 for each semester in which they travel.
12 Payment will be made at the end of each semester.

13 Section J. WA Kids Support:

14 The Parties agree that the WA Kids assessment mandated by the state is an additional workload for
15 impacted teachers. In order to compensate for the time and effort needed to meet the requirements,
16 these teachers will receive sixteen (16) total hours of Paraeducator time per teacher to be used during
17 September and October each year. These Paraeducator hours are in addition to all other hours
18 assigned to the building. In addition, each impacted teacher may timesheet up to two (2) per diem
19 days. If a paraeducator is unavailable, the impacted teacher may timesheet up to two (2) more days.
20 The additional days will be prorated based on paraeducator time available.

21 Section K. Advanced Placement Workload Support:

22 The Parties agree that Advanced Placement classes are an additional workload for impacted teachers.
23 In order to compensate for time and effort needed to meet the requirements of the College Board, these
24 teachers will timesheet two (2) per diem days in May to be paid in June.

25 Section L. Library Support

26 As a minimum, Paraeducator time for each library shall be assigned according to the prior years'
27 average student enrollment as follows:

0-199 FTE Students	1.00 hours per day
Each Additional 100 Students	0.50 hours per day

28 This time shall be allocated from the total building Paraeducator allotment.

29 Section M. Student Testing Support

30 The Parties agree that there is a need for testing coordination and required certified proctor training;
31 therefore, in an effort to mitigate the time needed for implementation, the following will apply:

- 32 1. **Testing Coordinator:** If twelve (12) hours of release time is not provided, the state testing
33 coordinator and Multilingual testing coordinator will each be allowed to timesheet up to two (2)
34 days to organize and complete all the steps required for coordinating the tests. Funds will be
35 allocated out of the program and/or building budget.

- 1 2. Proctor Certification Training: Required Proctor certification training will be provided during a
2 regularly scheduled staff meeting or during the school day (excluding prep time).

3 Section N. Interpretation and Translation Services

- 4 1. The Parties agree that support services for interpretation and translation are needed for
5 students and parents.
6 2. Requests for employees to translate or interpret outside of their job description shall adhere to
7 the following guidelines:
8 a. Every effort will be made to utilize classified, non-rostered staff, or the districtwide
9 interpretation service prior to requesting rostered staff to interpret or translate.
10 b. Interruptions to instructional time shall be avoided except in emergency situations.
11 c. Only administrators or their designees shall request translation or interpretation
12 assistance from employees whose job descriptions do not include these tasks.
13 d. If there is a request, employees may choose to provide the interpretation or translation
14 services.
15 e. Employees shall be paid per diem for interpreting or translating outside the work day or
16 during their prep time if the request for services follows the steps above.

17 *ARTICLE IX. SUPPORTS FOR INSTRUCTION*

18 Section A. Collaboration Work and Late Start Time

19 Collaboration work is the ongoing process in which educators work collaboratively in recurring cycles
20 of collective inquiry and action research to achieve better results for the students they serve.
21 Collaborative teams work interdependently and in groups to create/review team norms, and to achieve
22 goals for which members are mutually accountable, focusing on student learning and teacher practice.
23 The Parties recognize that collaboration between staff members is critical to improving student
24 learning. Teachers who have the time to work together will positively impact their classroom practice,
25 leading to better results for their students, team, and school. The Parties also recognize that under the
26 state mandated teacher evaluation model, teachers will be evaluated on, among other things, their
27 collaboration efforts.

- 28 1. **Purpose:** The purpose of Collaboration Work and Late Start time is to provide opportunities for
29 employees to work collaboratively to improve student learning.
30 a. Collaboration time is intended to be employee driven and facilitated but aligned to
31 team/building goals. Collaboration agendas are created by the team.
32 b. Facilitators are selected by the collaboration team. Administrators are not intended to be
33 facilitators, but should be called on as additional resources when requested, or when
34 new District initiatives or mandates require collaboration teams to be updated by
35 administrators.
36 c. Employees whose positions are singular in nature or whose work is itinerant in nature
37 will collaborate with colleagues across the district. If these employees are not pulling
38 their teams together regularly to collaborate, an administrator will provide leadership.

- 1 2. **Schedule of Days/Calendar:** Late start days will be scheduled district-wide on Monday
2 mornings. Use of these days will follow the guidelines set forth in the annual Collaboration
3 Calendar as follows:
4 a. Grades K- 6
5 i. There will be no more than four (4) Building days.
6 ii. There will be no more than seven (7) Individual Implementation days.
7 iii. There will be no more than four (4) Data Meetings days.
8 a. The dates shall be scheduled in a combination of no more than one (1)
9 Building PLC day and no more than three (3) Team PLC days and shall
10 not occur on any Individual Implementation PLC days.
11 b. On these four (4) days, the normally scheduled morning PLC time will be
12 used as an hour of prep, while the PLC data meetings will take place
13 throughout the day during what would normally be teachers' prep
14 periods.
15 iv. All remaining Mondays will be team Collaboration days.
16 v. Teams have flexibility in the scheduling of Individual Implementation days and
17 Collaboration days.
18 vi. Buildings have flexibility to reschedule these days if needed, but must do so by
19 October 1st. Changes after October 1st must have staff consensus.
20 b. Grades 7-12
21 i. There will be no more than four (4) Building days.
22 ii. There will be no more than seven (7) Individual Implementation days.
23 iii. All remaining Mondays will be team Collaboration days.
24 iv. Teams have flexibility in the scheduling of Individual Implementation days and
25 Collaboration days.
26 v. Buildings have flexibility to reschedule these days if needed, but must do so by
27 October 1st. Changes after October 1st must have staff consensus.
28 3. **Use of Time:** Days will be used to focus on the following four (4) areas:
29 a. What do we want students to learn?
30 i. Identifying essential learnings (power standards)
31 ii. Curriculum alignment to standards
32 iii. Aligning team goals to Schoolwide plan
33 iv. Analyzing data to write SMART goals
34 v. Common syllabus development
35 vi. Planning/reviewing pacing guide
36 vii. Collaborative unit/lesson planning
37 b. How will we know if they have learned it?
38 i. Creating common assessment (summative and formative)
39 ii. Sharing data from common assessments
40 iii. Collaboratively analyzing data
41 iv. Collaborative analyzing actual student work
42 v. Reflection and monitoring of progress towards SMART goals
43 vi. Collaboratively scoring of student work

- 1 vii. Creating, revising rubrics and assessment scales
- 2 c. What will we do to help students when they have not learned it?
- 3 i. Intervention analysis and planning
- 4 ii. Sharing strategies related to common assessment results (what worked/did not
- 5 work based on results)
- 6 iii. Collaborative planning based on results of common assessments
- 7 iv. Action research and inquiry learning (what have others tried; what are the
- 8 results?)
- 9 v. Sharing best instructional practices
- 10 vi. Book reads or other research
- 11 d. What will we do to extend the learning for those students who already have learned it?
- 12 i. Collaboratively plan of extension activities and groupings
- 13 ii. Action research (research what others have tried, plan it, try it, evaluate
- 14 effectiveness)
- 15 iii. Plan instructional differentiation
- 16 4. **Unintended Use of Collaboration Time:**
- 17 a. The focus of collaboration time is not intended for:
- 18 i. Staff, IEP, Site Council, or child study team meetings
- 19 ii. Additional daily prep time
- 20 iii. Planning time for field trips, events, etc.
- 21 iv. Time to assign tasks (copying, organizing, etc.) unrelated to collaboration
- 22 5. **Clock Hours:** Clock hours will be offered for the one (1) hour late start Mondays at the
- 23 conclusion of each school year. These clock hours will recognize attendance at the
- 24 approximately thirty (30), one (1) hour meetings. In order to receive clock hours, employees
- 25 will record their attendance on the designated clock hour attendance form.
- 26 6. **Attendance:** Attendance at these meetings is required.

27 Section B. Curriculum Adoption and Review

- 28 1. **Curriculum Adoption Committee:** The Parties shall establish a Curriculum Adoption
- 29 Committee (CAC) which shall be charged with the responsibility of reviewing, piloting, and
- 30 recommending appropriate textbooks and related materials for grade level bands or subject
- 31 areas to adopt. The CAC will not be a standing committee; a new committee will be assembled
- 32 for every adoption cycle. Specifically, the CAC shall (within established budgetary limits):
- 33 a. Request and review multiple textbook or curriculum samples from various publishers.
- 34 b. Request instructional presentations from the sales reps of the committee's top choices.
- 35 c. Make grade level or subject area textbook and curriculum recommendations based on
- 36 the comparative criteria used by the committee.

37 Grade Level and subject area adoption purchases shall be as determined by a vote of the

38 majority of the affected employees, after appropriate consideration of recommendations from

39 the applicable Curriculum Adoption Committee and in consideration of formal District

40 textbook adoption procedures. At the elementary level, only those who pilot the curriculum will

41 make the recommendation to the affected employees to vote on.

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- a. **K-6 Elementary CAC Makeup:** All buildings must be represented on the committee but not at every grade level. Each K-6 CAC shall be made up of:

Kindergarten	Three (3) representatives from different buildings
1 st	Three (3) representatives from different buildings
2 nd	Three (3) representatives from different buildings
3 rd	Three (3) representatives from different buildings
4 th	Three (3) representatives from different buildings
5 th	Three (3) subject area teachers from different buildings
6 th	Three (3) subject area teachers from different buildings
RtI (ELA Adoption)	One (1) representative
ML (ELA Adoption)	One (1) representative
Special Education (ELA & Math Adoptions)	One (1) representative

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Committee members shall be selected by and operate under the direction of the Executive Director of Elementary Education.

- b. **7-12 CAC Makeup:** Each 5-12 CAC shall be made up of:

7 th	One (1) subject area teacher from EJHS and one (1) from SJHS (Sterling)
8 th	One (1) subject area teacher from EJHS and one (1) from SJHS (Sterling)

9 th	One (1) subject area teacher from EJHS and one (1) from SJHS (Sterling)
10 th	Two (2) subject area teachers from EHS
11 th	Two (2) subject area teachers from EHS
12 th	Two (2) subject area teachers from EHS

The appropriate subject area department chairs at each building shall also be appointed to the CAC. Committee members shall be selected by and operate under the direction of the Executive Director of Secondary Education.

- c. **Release Time for CAC Members:** The District may provide release time during the regular employee work day in addition to that time outside the work day, which the CAC agrees to utilize in order to meet its responsibilities. Employees shall be paid per diem for any CAC meetings and required work outside the contract day.

- 2. **Instructional Materials Review Committee:** The Parties shall establish an Instructional Materials Review Committee (IMRC) which shall be charged with the responsibility of reviewing adoption procedures that occur outside the regular curriculum adoption process (e.g. supplemental curriculum or adapted curriculum, such as novels for English Language Arts). The IMRC is not empowered to approve or deny supplemental curriculum; its sole task is to ensure that adoption procedures for supplemental materials have been followed. The IMRC will comply with Board Policy No. 2020.

- a. **IMRC Committee Selection:** All Instructional Materials Review and Adoption Committee positions shall be filled by the best qualified candidates based upon the posted qualifications for the committee.
 - i. **Posting:**
 - 1) All certificated employees shall be notified via e-mail of vacancies on the Instructional Materials Review Committee. Vacancies shall be posted for one (1) week.
 - 2) Postings will contain the following information: purpose of the committee, time commitment, application deadline, selection deadline, and how to apply, including the name of the contact person(s).
 - ii. **Expression of Interest:**
 - 1) Interested employees shall send an email to the contact person(s) on the posting including the following information: statement of interest, qualifications, grade level, and building.
 - iii. **Selection:**
 - 1) Committee selection shall be made by the Executive Director of Elementary and/or Secondary Education and the Association leadership.

- e. By-laws will be annually reviewed by the team and submitted to the District and EEA when updated.

2. Purpose:

- a. The purpose of Site Council and a site based shared decision making system is the improvement of student learning.
- b. The school Site Council is a representative body of the constituency groups within the building. The Site Council focuses on the major decisions that directly affect instruction and learning.
- c. Site Council members have the responsibility of communicating with, and consulting with, their constituency groups.

3. Site Council Make-Up: The make-up of the Site Council teams is outlined below and cannot be changed without approval of a waiver:

a. Elementary Schools:

i. Nine (9) people:

- 1) One (1) certificated representative from each grade level (K-6)
- 2) One (1) classified representative
- 3) One (1) specialist/ESA representative
- 4) One (1) facilitator and one (1) secretary shall to be chosen from this group of nine (9)
- 5) Building administrators cannot be facilitators

b. Junior High Schools:

i. Ten (10) people:

- 1) Eight (8) or nine (9) certificated representatives
- 2) One (1) or two (2) classified representatives
- 3) One (1) facilitator and one (1) secretary shall be chosen from this group of ten (10)
- 4) Building administrators cannot be facilitators

c. High School:

i. Twelve (12) people:

- 1) Between nine (9) and eleven (11) certificated representatives
- 2) One (1) to three (3) classified representatives
- 3) One (1) facilitator and one (1) secretary shall be chosen from this group of twelve (12)
- 4) Building administrators cannot be facilitators

4. Responsibilities:

- a. The Site Council will work to make recommendations to the staff concerning issues that affect the improvement of student learning. The Site Council will focus on in-building concerns that are not determined by law or the EEA/District Collective Bargaining Agreement. Staff members shall present student learning suggestions/concerns to the Site Council in order for the Site Council to formulate recommendations for the entire staff's consideration.
- b. Schoolwide Plan and Annual Review: The Schoolwide Plan Goals and Annual Review shall be developed, reviewed, and evaluated by the Site Council annually.

1 **5. Decision Making:**

- 2 a. Site Council decisions will not be in areas that are Principal decisions.
- 3 b. The Site Council's by-laws will determine the specific nature of the site's decision
- 4 making process.
- 5 c. Only Site Council members may vote on decisions. Administrators cannot vote on
- 6 decisions.
- 7 d. Site Councils will have the ability to submit a Waiver to EEA and the District to depart
- 8 from contract language.

9 **6. Site Council Training:**

- 10 a. Training is required for Site Council members.
- 11 b. Training will be provided by the District annually once teams are selected and in place.
- 12 c. Training will be paid per diem if it occurs outside a regularly scheduled Site Council
- 13 meeting.

14 **7. Site Council Compensation:**

- 15 a. Certificated site team members, including those who hold the role of Facilitator or
- 16 Secretary, shall be compensated per APPENDIX B. Classified site team members shall
- 17 be compensated per their collective bargaining agreement(s). Parents shall act as
- 18 volunteers on the site teams.
- 19 b. Buildings do not have the authority to depart from the compensation laid out in
- 20 APPENDIX B.

21 **8. Contract Variances:**

- 22 a. The Association and the District encourage efforts to improve existing educational
- 23 practices and student learning. To facilitate these efforts, the Association and District
- 24 shall receive and consider requests for variances from any portion of the Collective
- 25 Bargaining Agreement (CBA). Such variances, if granted, are:
 - 26 i. Not precedent setting
 - 27 ii. Building or site specific
 - 28 iii. Temporary, automatically being rescinded on the last day of the school year
 - 29 unless specifically extended by mutual agreement between the Association and
 - 30 the District. If mutually agreed to, site variances may continue for the duration
 - 31 of the CBA.
 - 32 iv. Reviewed annually by the site and an evaluation provided to the Association and
 - 33 District, including the implications, success, and failures based upon these
 - 34 variances.
- 35 b. Process: A site may propose actions that conflict with provisions of the CBA. When a
- 36 decision is made which requires a variance, the Site Council shall:
 - 37 i. Have current by-laws in place and on file with the District and Association.
 - 38 ii. Demonstrate that the decision was arrived at pursuant to the site by-laws.
 - 39 1) Voting shall take place according to the site's by-laws
 - 40 2) 100% of employees, including part time and/or itinerant employees, must
 - 41 sign off on the request. Signing off indicates the employee's commitment
 - 42 to support the decision and shall waive any rights to grieve the variance.

- 1 iii. Be available to meet with the Association and the District on the contract
- 2 provision.
- 3 iv. Comply with all contract provisions concerning variances.
- 4 v. Submit a completed Variance Request Form (APPENDIX T) to the Human
- 5 Resources Director and EEA President.
- 6 1) The Association and/or District may oppose the variance request if it is
- 7 determined to violate board policies, procedures, laws or negatively
- 8 impact other provisions of the CBA.

9 **9. Non-Grievable:**

- 10 a. The provisions of the site document are not grievable. The Parties shall rely on their
- 11 working relationships to enforce and to modify the document as needed.

12 Section E. Student Discipline

13 It is the intent of the parties to ensure that employees implement instructional strategies that minimize

14 exclusion of students from educational environments. In managing student behaviors, teachers must

15 follow the district or building agreed upon discipline matrix.

- 16 1. **Annual Review:** Each principal shall distribute and review building and District student
- 17 discipline policies with employees at the beginning of each school year.
- 18 2. **Prompt District Response:** The District shall respond promptly to employees' requests
- 19 regarding discipline problems.
- 20 3. **District Support:** The District shall support and uphold the employees in their reasonable
- 21 efforts to maintain discipline in the District.

22 **Classroom Exclusions:**

- 23 a. Authority: District employees, in accordance with Chapter 392-400 WAC, including WAC 392-
- 24 400-330 & 335 and RCW 28A.600.010 & 020, may exclude a student from the teacher's classroom
- 25 or activity area for behavioral violations that disrupt the educational process while the student
- 26 is under the teacher's immediate supervision. The teacher must first attempt one or more other
- 27 forms of discipline to support the student in meeting behavioral expectations, unless the
- 28 student's presence poses an immediate and continuing danger to other students or school
- 29 personnel, or an immediate and continuing threat of material and substantial disruption of the
- 30 educational process.
- 31 b. In accordance with RCW 28A.600.020, any student who creates a disruption of the educational
- 32 process in violation of the building disciplinary standards while under a teacher's immediate
- 33 supervision may be excluded by the teacher from his or her individual classroom and
- 34 instructional or activity area for all or any portion of the balance of the school day, or up to the
- 35 following two (2) days, or until the principal or designee and teacher have conferred, whichever
- 36 occurs first.
- 37 c. In no event without the consent of the teacher may an excluded student return to the class
- 38 during the balance of that class or activity period or up to the following two days, or until the
- 39 principal or designee and the teacher have conferred in-person, on the phone or in writing.
- 40 i. Confer shall mean a communication between the administrator or designee and the employee
- 41 in person, on the phone, or in writing. During this communication, the administrator or

designee will provide information about what actions were taken with the student and any details the teacher needs to support the student’s return to the classroom.

ii. Phone calls must occur outside of instruction time, and written notification must be sent directly to the employee.

Notice:

- a. Notification to Employees: Employees shall be informed in a timely manner of being assigned student(s) who evidence violent behaviors that could present a safety problem to students or staff. Affected staff will be informed of any suspension or expulsion.
- b. Notification to Parents: The employee must notify parent(s)/guardian(s) regarding classroom behaviors that could result in a classroom exclusion. Employees must also make contact about classroom exclusions as soon as reasonably possible on the day the exclusion occurred.
 - i. Contact may be made via phone, email, or an electronic communication system.
 - ii. These contacts will attempt to improve student behavior and involve the parent(s)/guardian(s) and the student in the resolution of student discipline problems.
 - iii. Parent contact should not interrupt instructional time. The principal or other designee must notify the student's parent(s)/guardian(s) as soon as reasonably possible for any classroom exclusion.
- c. Notification to Principal: The teacher will inform the principal or-designee as soon as reasonably possible on the day of the exclusion. The employee must include all information pertaining to the case such as a description of corrective action and/or communication with the student and parent(s) previously initiated by the employee.

Section F. District Staff Development Committee (SDC)

1. **Responsibility:** The Parties shall establish a District Staff Development Committee (SDC) which shall be charged with the responsibility of advising the Superintendent on staff development issues. Specifically, SDC shall (within established budgetary limits):
 - a. Make staff development program and expenditure recommendations.
 - b. Provide opportunities for and encourage sharing among employees of professional experience and expertise.
 - c. Link identified professional needs with appropriate in-service, staff development and other appropriate professional growth and instructional improvement opportunities.
 - d. Conduct and/or review an annual staff development needs assessment.
 - e. Assist in the communication of staff development opportunities to employees.
 - f. Collect and review data concerning the use of staff development opportunities by employees.
2. **Committee Makeup:** The SDC shall be made up of:

Certificated:

K-3	2 representatives
4-6	2 representatives

Eastmont Education Association and Eastmont School District

7-9	2 representatives
10-12	2 representatives
ESA/Counselor/Librarian	1 representative

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Administration:

District Office	2 representatives
K-6	1 representative
7-12	1 representative

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The committee shall name its own chair and operate under the supervision of the Executive Directors of Elementary and Secondary Education.

Employees shall be paid per diem for any SDC meetings and required work outside the contract day.

9 Section G. Clerical Assistance

10 Clerical assistance shall be provided to employees in the following manner:

Eastmont High School	Six (6) hours per day clerical assistance
Eastmont Junior High	Six (6) hours per day clerical assistance
Sterling Junior High	Six (6) hours per day clerical assistance
Clovis Point Elementary	Five (5) hours per day clerical assistance
Cascade Elementary	Five (5) hours per day clerical assistance
Grant Elementary	Five (5) hours per day clerical assistance
Kenroy Elementary	Five (5) hours per day clerical assistance
Lee Elementary	Five (5) hours per day clerical assistance
Rock Island Elementary	Three (3) hours per day clerical assistance

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The first priority for the use of this clerical time shall be for employee usage. Any time not utilized by employees may be allocated by the principal. This section may be waived as a result of levy failure, funding cutback or other emergencies. The Parties will mutually agree to options prior to any partial or complete waiving of this provision.

1 Section H. Student Grades

2 The District shall require grades to be in to the principal or designee for K-12 employees as follows:

- 3 1. Due by 3 PM on each calendared Records Day. Records days shall be calendared on the next
4 business day after the end of first semester and the end of second semester.
- 5 2. Any site council team may submit an application for a contract variance if their building would
6 like to send grades home with students on the last day of school (Appendix T).

7 Section I. Student Conferences

- 8 1. In order to accommodate the needs of their students' parents, employees will offer parents the
9 following options for how they would like to attend the conferences:
 - 10 1. Phone call
 - 11 2. Video conference (Google Meet or other program)
 - 12 3. In-person meeting
- 13 2. Employees may block out time during their conference schedule to attend conferences for their
14 own child(ren). Employees must notify administrators of any adjustment to their schedule.
15 Blocked out time should not occur during the employee's arena conference.
- 16 3. Employees may exchange up to one hour of the District scheduled conference time in order to
17 accommodate parents who need to meet outside of the regularly scheduled conference
18 windows. Employees must notify administrators of any adjustment to their schedule.
 - 19 1. For the employee's safety, if the exchanged meeting time(s) must occur in the evening,
20 the conference(s) shall be completed through a video conference or a phone call.

21 Section J. Student Placement Notification

- 22 1. Employees shall be given a day's notice prior to the arrival of any new student or transfer
23 student into their classroom.
 - 24 a. In addition, if the student needs support, the employee will be provided as soon as
25 reasonably possible with a list of accommodations specific to the student, contact
26 information for the person who facilitates support for the student, and access to any
27 specialized materials the student and/or employee may require.

28 Section K. Mentor Assistance Program (MAP)

29 The goal of the Mentor Assistance Program (MAP) is to improve the classroom performance of new
30 employees.

- 31 1. **Beginning Employees:** A beginning employee shall mean an employee with fewer than ninety
32 (90) consecutive days of classroom teaching experience who is employed by the District for
33 ninety (90) consecutive days or more to serve primarily as a classroom teacher.
- 34 2. **Experienced Employees:** An experienced employee shall mean an employee new to the District
35 but experienced as a teacher. The District may also consider a mentor for a current teacher who
36 is voluntarily or involuntarily changing teaching assignments, requiring additional assistance in
37 the transition.
- 38 3. **Mentor Selection:** At the secondary level the Department Chair and Principal shall choose the
39 appropriate staff member as mentor. At the elementary level the new teacher's Grade Level
40 Coordinator and Principal shall choose the mentor.

- 1 4. **Short-term and Long-term Mentors:** Mentors for beginning employees shall be referred to as
2 Long-term Mentors. Mentors for experienced employees shall be referred to as Short-term
3 Mentors.
- 4 5. **Expectations:**
 - 5 a. Mentors and employees shall meet for one half (1/2) day prior to school starting to
6 review classroom expectations, building procedures, grade book software, etc.
 - 7 b. Long-term Mentors and employees shall meet at least once weekly throughout the year.
8 Short-term Mentors and employees shall meet at least once weekly throughout the first
9 semester.
 - 10 c. Mentors and employees shall be released to observe each other's instructional practice
11 three (3) times per year for beginning employees, and one (1) time per year for
12 experienced employees. These release days shall be one half (1/2) day each.
 - 13 d. Mentors and employees shall complete a form (APPENDIX P) listing the above activities
14 throughout the year prior to the Mentors receiving their stipend.
- 15 6. **Stipends:** Short-term and Long-term Mentors shall receive a stipend as defined in APPENDIX
16 B. Evaluation form as described above must be received before payment is made.

17 Section L. Technology

18 The parties agree that technology plays an important part in education and that a well-trained staff can
19 utilize technology to enhance instruction and make their work more productive and efficient.

20 In the event there are changes or upgrades to technology hardware and/or software, the district will
21 provide training to employees during August Institute or a regularly scheduled staff meeting before
22 the technology will be required to be used.

23 *ARTICLE X. WORK DAY*

24 Section A. Work Day

- 25 1. **Length of Work Day for Full Time Employees (1.00 FTE):** The length of the work day shall be
26 seven (7) hours and thirty (30) minutes per day. The work day includes preparation time as
27 outlined in Section B., a thirty (30) minute duty free lunch, and forty-five (45) minutes outside of
28 the student day, which includes:
 - 29 a. Preparation time as outlined in Section B.
 - 30 b. Thirty (30) minute duty free lunch
 - 31 c. Forty-five (45) minutes outside of the student day:
 - 32 i. 10/10 Time = twenty (20) minutes. As long as professional responsibilities are
33 met (described below in #3), employees may arrive no later than ten (10) minutes
34 before the start of the student day, and depart no sooner than ten (10) minutes
35 after student dismissal.
 - 36 ii. Twenty-Five (25) minutes of flex time for Professional Responsibilities (described
37 in #3 below) that falls outside the student day. Flex time is controlled by the
38 employee and is to be used to fulfill professional responsibilities. The twenty-
39 five (25) minutes can be worked daily or it can be combined to create larger
40 blocks of work time per week.

- 1 2. **Length of Work Day for Elementary Part Time Employees (.50 FTE):** This applies to part time
2 employees working in an a.m./p.m. job share. The length of the work day shall be three (3)
3 hours and forty-five (45) minutes per day, which includes:
 - 4 a. Instructional time of 161 minutes per day
 - 5 b. Preparation time in a twenty-seven (27) minute block per day
 - 6 c. Fifteen (15) minute duty free lunch (can be off campus)
 - 7 d. Twenty-Two (22) minutes outside of the student day:
 - 8 i. 10/10 Time = ten (10) minutes per day total, before or after school. As long as
9 professional responsibilities are met (described below in #3), part time
10 elementary employees may arrive no later than ten (10) minutes before the start
11 of the student day, OR depart no sooner than ten (10) minutes after student
12 dismissal.
 - 13 ii. Twelve (12) minutes of flex time for Professional Responsibilities (described in #2
14 below) that falls outside the student day. Flex time is controlled by the employee
15 and is to be used to fulfill professional responsibilities. The twelve (12) minutes
16 can be worked daily or it can be combined to create larger blocks of work time
17 per week.
- 18 3. **Professional Responsibilities:** As long as professional responsibilities are met, employees may
19 arrive no later than ten (10) minutes before the start of the student day, and depart no sooner
20 than ten (10) minutes after student dismissal. Professional responsibilities include:
 - 21 a. Collaboration/Late Start Participation (Mondays)
 - 22 b. IEP Meetings
 - 23 c. Staff Meetings
 - 24 d. Meetings with parents and/or students
 - 25 e. Meetings about students (evaluations, guidance, discipline, etc.)
 - 26 f. Providing assistance to students
 - 27 g. Conferences and open house, or its equivalent, are the only evening activities with an
28 expectation for attendance.
 - 29 h. Records/Grading
 - 30 i. Classroom Preparation (before, after or during school year)
- 31 4. **Staff Meetings:** The intent of staff meetings is to share information and provide time for
32 discussion and questions. This may include limited professional development and
33 opportunities for staff dialogue.
 - 34 a. Staff meetings may be held for no more than a total of two (2) hours per month, and
35 cannot be held during collaboration time.
 - 36 b. Meetings shall last not more than one (1) hour.
 - 37 c. Meetings shall be held no more than twice per month.
 - 38 d. Principals shall retain the authority to call staff meetings in case of emergency and/or
39 compelling issues requiring action or discussion without delay.
 - 40 e. The District shall be allocated no more than one (1) hour for meetings per year exclusive
41 of principal staff meetings.
- 42 5. **Miscellaneous Meetings:**

- a. Time spent on required District or building sponsored book studies, book clubs, or other professional development activities scheduled outside of the work day shall be paid at per diem. This time will be pre-approved and paid by applicable building and/or program funding.
- b. Meetings Before/After School: Required meetings (IEP/504, student evaluation, guidance, student discipline, etc.) are part of the professional responsibilities for which flex time is available. If these meetings exceed the flex time as described in A.1.c.ii above, employees may submit up to three (3) hours for compensation annually. Employees are still expected to fulfill their professional responsibilities after the three (3) accumulated hours are completed.
 - i. Applicable building and/or program funding will be used prior to accessing this time for required meetings.
 - ii. This excludes staff meetings (as described in #4 above) and any other paid meeting.
 - iii. The three (3) accumulated hours will be documented and submitted one time on the Required Meetings (Before/After School) Timesheet.
- c. Committee Meetings: Employees shall be paid per diem for any committee meetings they are required to attend outside of the work day or during planning time. This provision excludes committee meetings for which the employee is receiving a stipend.
 - i. Committee meetings may not be counted as part of Staff Meeting time.
 - ii. Committee meetings may not be counted as part of the twenty-five (25) minutes of flex time.

Section B. Preparation Time

1. **Elementary:** Each elementary employee shall be granted a minimum of two hundred and seventy-five (275) minutes of planning time during each full instructional week in no fewer than fifty (50) minute blocks each day. These fifty (50) minutes shall be exclusive of lunch time, recess, and 10/10 time.
 - a. Recess time accounts for additional minutes to reach the two hundred seventy-five (275) minutes of preparation time. Teachers should refrain from using recess time to provide additional student support or supervision.
2. **Secondary:** Each secondary employee shall be granted a minimum of two hundred and seventy-five (275) minutes of planning time during each full instructional week, exclusive of 10/10 time and duty-free lunch times.
3. **Itinerant Employees (K-12):** Itinerant employees regularly provide services in multiple buildings and include, but are not limited to, Nurses, Psychologists, Speech/Language Pathologists (SLP), Occupational Therapists (OT), Physical Therapists (PT), Behavior Instruction Specialist, Highly Capable Coordinator, PBIS Coordinator, GLAD Coordinator, and other certificated staff providing program specific services. Each itinerant staff member shall be granted two hundred and seventy-five (275) minutes of preparation time during each full instructional week, exclusive of 10/10 time, required travel time, and duty free lunch.
4. **Use of Preparation Time:** Preparation time shall be used for professional purposes. Such use may include, but is not necessarily limited to study, research, material or room preparation, grading papers, completing required or necessary paper work, student and parent contact

1 (inclusive of those prescribed by law), conferences, consultations initiated by either the
2 employee or a District administrator, and similar professional purposes including meetings
3 scheduled by the Superintendent.

4 a. Whenever possible, employees should be consulted prior to meetings being scheduled
5 during their preparation time.

6 b. If a meeting is scheduled that is in conflict with an employee's planned use of
7 preparation time, every effort should be made by the scheduler to accommodate a
8 change in meeting date/time, and sufficient advanced notice be provided for future
9 meeting(s).

10 c. Meetings that must take place during preparation time should be as brief as possible.

11 5. **Part Time Employees:** Part time employees shall be granted preparation time proportionate to
12 the amount of time they are employed.

13 6. **Non-Instructional Duty Bar:** Kindergarten (K) through sixth (6th) grade employees shall not be
14 required to routinely perform non-instructional duties such as bus and playground
15 duty. Employees in grades seventh (7th) through ninth (9th) shall not be required to perform bus
16 duty. This non-instructional duty provision may be waived as a result of levy failure, funding
17 cutback or other emergency. The Parties will mutually agree to options prior to any partial or
18 complete waiving of this provision.

19 7. **Loss of Preparation Time:** An employee shall not be asked to assume the responsibility for
20 another employee's class during his/her preparation time, except in unforeseen emergencies, or
21 when, because of time limitations, arrangement for regular substitutes cannot be made. In the
22 event an employee is requested by a District Administrator and accepts the responsibility for
23 another employee's class, the employee so affected shall be paid per diem for the actual time
24 covered.

25 Section C. Employees Used as Substitutes

26 1. **Employees Used as Substitutes Outside of Preparation Time:**

27 a. Non-classroom employees who are assigned by an administrator to substitute as a
28 teacher, may timesheet up to six (6) hours per diem to complete their regularly assigned
29 duties that were displaced.

30 b. K-6 Specialists (RTI, EL, PBIS, etc.) who are asked to cancel their groups/direct services
31 to students to cover classrooms for a work day will be paid one (1) hour of per diem or
32 one half (½) hour for a half day.

33 i. Specialists who cancel groups but also displace some work may timesheet the
34 minutes/hours of displaced work.

35 ii. The District will make every effort to avoid using RTI, PBIS, and other specialists
36 to substitute for absent colleagues.

37 iii. In cases of an extreme sub shortage, the District should access all available
38 substitutes, qualified paraeducators, or available administrators before asking
39 specialists to substitute for employees in the building.

40 c. Employees who are assigned by an administrator to cover a second class in addition to
41 their own shall receive per diem for the time spent with the second class.

42 i. The District will make every effort to avoid asking employees to teach two
43 classes/groups at the same time.

1 5. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above
2 accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days
3 accumulated unused sick leave (accumulated in the previous calendar year), in January, of each
4 year following any year in which a minimum of sixty (60) days of sick leave are accumulated.
5 No employee may receive pay for sick leave accumulated in excess of one (1) day per month.
6 Compensation received pursuant to the above shall not be included for the purpose of
7 computing a retirement allowance under the Washington State Teachers' Retirement System,
8 and shall be in accordance with the rules and regulations of OSPI.

9 6. **Death or Retirement Sick Leave Buy-Back Option:** Each employee who terminates
10 employment due to either retirement (as recognized by the Washington State Teacher's
11 Retirement System) or death may personally, or through his/her estate, in the event of death,
12 elect to convert all eligible sick leave, to a maximum of one-hundred eighty (180) days. Partial
13 days of eligible sick leave shall be converted on a prorated basis.
14 All sick leave days converted pursuant to this provision shall not be included for the purpose of
15 computing a retirement allowance under the Washington State Teachers' Retirement System
16 and shall be in accordance with the rules and regulations of OSPI.

17 Section B. Sick Leave Sharing

- 18 1. Consistent with the provisions and requirements of state and federal statutes and this contract,
19 employees may share accumulated annual leave or sick leave with another employee who:
- 20 a. Suffers from, or has a household member or relative who suffers from an extraordinary
21 or severe illness, injury or impairment, or physical or mental condition; is a victim of
22 domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or
23 temporarily disabled because of a pregnancy; or has been called to service in the
24 uniformed services.
 - 25 b. Has a condition or circumstance which is of an extraordinary or severe nature and
26 which has caused, or is likely to cause, the employee to:
 - 27 i. Apply for leave without pay, or terminate employment:
 - 28 1) Has depleted or will shortly deplete all applicable leave reserves. A staff
29 member who is sick or temporarily disabled because of pregnancy or
30 using parental leave does not have to deplete all annual and sick leave
31 reserves; he or she can maintain up to forty (40) hours of sick leave in
32 reserve.
 - 33 2) Has abided by District rules regarding use of leave.
 - 34 3) The staff member has diligently pursued and been found to be ineligible
35 to receive industrial insurance benefits.
- 36 2. A staff member may only request shared leave from, or donate shared leave to, members of this
37 unit.
- 38 3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of
39 more than twenty-two (22) days may request that the Superintendent or designee transfer a
40 specified amount of sick leave to another staff member authorized to receive such leave, as
41 described above.

- 1 4. A staff member may request to transfer no more than twenty (20) days of sick leave during any
2 twelve (12) month period and may not request a transfer that would result in an accrued sick
3 leave balance of fewer than twenty-two (22) days.
- 4 5. A staff member who receives personal leave may request that the superintendent or designee
5 transfer a specified amount of personal leave to another person authorized to receive shared
6 leave. A staff member may request to transfer no more than the accumulated amount of
7 personal leave available.
- 8 6. In the event the employee receiving donated leave does not use all leave donated, the unused
9 donated leave in such employee's leave account shall be returned to donors, prorated, within
10 sixty (60) days after the recipient's use of accumulated leave ceases.
- 11 7. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and
12 recipients shall be kept confidential.
- 13 8. This provision shall be in conformity with rules and regulations as prescribed by RCW
14 41.04.650, 41.04.655, and 41.04.665.

15 Section C. Personal Leave

16 Personal leave is to take care of personal business which requires absence during school hours and
17 which cannot be scheduled on non-business days or during non-school hours.

18 **1. Number of Days:**

- 19 a. Employees will receive three (3) fully paid personal leave days per year.
- 20 b. Employees may use one (1) additional pay-the-sub day each year by having the cost of
21 the substitute deducted from their pay.

22 **2. Use:**

- 23 a. Employees shall not be required to state the reasons for their personal leave requests.
- 24 b. Approved personal leave days shall not be rescinded.
- 25 c. As long as subs are available, the following number of maximum employees per
26 building shall be granted personal leave at the same time:
27

Elementary Schools	2 employees
Junior High Schools	3 employees
High School	5 employees

- 28
- 29 d. Due to a limited substitute teacher pool, whenever possible, application on Absence
30 Management for such leave shall be made at least two (2) weeks in advance of each
31 absence, except for unexpected emergencies.
- 32 e. Employees in ESA assignments which do not require a substitute may take personal
33 leave on days when their building is already at maximum limits as outlined above
34 (counselors, psychologists, nurses, occupational/physical therapists, speech/language
35 pathologists, secondary librarians when students are not scheduled for library services,

1 etc.). Each elementary school is limited to one (1) counselor or psychologist on personal
2 leave per day.

3 **3. Banking:**

- 4 a. Any unused fully paid personal leave days may be rolled over to a maximum of four (4)
5 banked days.
6 i. The yearly pay-the-sub day cannot be rolled over.
7 b. Members can access any banked days in addition to the three (3) fully paid days of the
8 current year, as well as the one (1) pay-the-sub day of the current year.

9 **4. Cash Out:**

- 10 a. By the end of any given year, all personal days in excess of four (4) must be used or
11 cashed out (to a maximum of three (3) cash-out days or they will be lost.
12 b. Employees may cash out up to three (3) unused fully paid personal days (including
13 banked days) at their per diem rate.
14 c. Application for cash-out must be made on the Personal Leave Buyback form prior to the
15 last day of school.
16 d. Payment shall be made prior to the end of August.

17 Section D. Bereavement Leave

18 Bereavement leave is paid leave, not to be deducted from accrued sick leave or personal leave.

19 The District shall grant up to five (5) days, per occurrence, with pay, for bereavement leave due to the
20 death of a relative or household member. Employees may request up to two (2) additional days of
21 bereavement leave for extensive travel time, with no deduction in salary. This request shall be made to
22 the building administrator/director who will confer with Human Resources.

23 The District shall grant time needed up to three (3) days per occurrence with pay for bereavement due
24 to the death of a close friend, colleague or student. Employees may request up to two (2) additional
25 days of bereavement leave for extensive travel time, with no deduction in salary. This request shall be
26 made to the building administrator/director who will confer with Human Resources.

27 Section E. Court Appearance Leave

- 28 1. **Jury Duty:** The District shall grant court appearance leave to employees who are called to serve
29 on a jury. The employee shall notify the District upon his/her receipt of notification to serve on
30 jury duty.
31 2. **Subpoenas:** The District shall grant court appearance leave to employee who are subpoenaed
32 to testify in court, provided that the legal action is not as a result of action taken by the
33 employee or the Association against the District.

34 Section F. Military Leave

35 Employees shall be granted military leaves of absence when required by law. While on leave the
36 employees shall retain all benefits as though employment had been continuous in the District. Upon
37 return from leave, the employee shall be placed in a position the same as or similar to the position held
38 at the time military leave was taken.

1 Section G. Long-term Leave of Absence

2 The District may grant long-term leaves of absence without pay for up to one (1) year at the discretion
3 of the Board. Employees granted such leave shall be guaranteed re-employment to a position for
4 which they are qualified (and shall be given their previous position unless the position has been
5 eliminated due to a drop in student enrollment, layoffs, or programmatic changes). Employees granted
6 such leaves must inform the District of their intentions to return, or not return, no later than April 1, of
7 the year in which the leave is taken, or forfeiture of employment may occur. Prior to March 1, the
8 Board shall send to the employee's last known address, by certified mail, notice of this provision.

9 Section H. Family and Disability Leave

10 Family and disability leave (including maternity and paternity leave) shall be granted in accordance
11 with Federal and State statutes.

12 1. **Family Medical Leave Act (FMLA):** In addition to any other personal or sick leave provided
13 for elsewhere in this Agreement, FMLA leave will be provided as follows:

- 14 a. **Eligibility:** Employees will be eligible for FMLA after twelve (12) months of
15 employment, having worked a minimum of 675.00 hours (.50 FTE) in the last twelve
16 month period.
- 17 b. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any
18 twelve (12) month period.
- 19 i. Weekends, holidays, and school breaks that fall within an employee's FMLA
20 leave do not count toward the employee's FMLA entitlement.
 - 21 ii. Once an FMLA triggering event occurs, the employee may elect to access accrued
22 leave benefits during FMLA leave, but shall not be allowed to delay or otherwise
23 impact the FMLA leave duration through the use of sick leave. Employees may
24 choose to use accrued leave during this twelve (12) week period.
 - 25 iii. Leave taken without pay will result in the recalculation of the employee's annual
26 contract for the remainder of the year, including possible month(s) without pay
27 and a reduction in retirement service credit.
 - 28 iv. Spouses working for the same employer may have special rules limiting the total
29 weeks available for certain categories of leave in accordance with the law.
 - 30 v. Upon returning from leave, the employee is entitled to return to the same
31 position previously held or to an equivalent position with the same employment
32 benefits, pay and other terms and conditions of employment as previously held.
- 33 c. **Qualifying Events:** FMLA will be provided to eligible employees for any of the
34 following reasons:
- 35 i. To care for the employee's child after birth, or placement for adoption or foster
36 care;
 - 37 ii. For a serious health condition of the employee, household member or relative.
 - 38 iii. An employee who is the spouse, son or daughter, parent or next of kin of a
39 service member who is recovering from a serious illness or injury sustained
40 while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a
41 twelve (12) month period.

- 1 **2. Health Benefits:** Employees on FMLA Leave will have access to their current health care
2 benefits. If in an unpaid status, employees are responsible for remitting their monthly premium
3 to the District. The District will continue to pick up their portion of the health care premium
4 regardless during the period of FMLA Leave.

5 Employees who are eligible for and in need of accessing FMLA should contact the Human Resources
6 Office for additional information.

7 Section I. Washington State Paid Family and Medical Leave (PFML)

- 8 1. The District and Association will comply with the provisions of RCW 50A.04 in implementing
9 Washington's Paid Family & Medical Leave (PFML).
10 2. This leave is not administered by the District, but by Washington's Employment Security
11 Department. The information in this section is for ease of reference only. Specific obligations
12 and limitations are contained within the law.
13 3. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical
14 Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.
15 4. To be eligible for this leave, employees must have worked a minimum of 820 hours within the
16 qualifying time period outlined in the law.
17 5. Employees may not use this leave in conjunction with accrued leave, but it is the sole choice of
18 the employee as to the order such leave shall be utilized.
19 6. The employee's premium as defined by the Employment Security Department shall be paid by
20 the employer.
21 7. The District shall maintain the employee's health coverage for the duration of PFML (per SEBB
22 eligibility rules) and any employment benefits that accrued prior to the start of PFML.
23 8. Upon return from such leave, the employee shall be reinstated to his/her previous position, or
24 equivalent position with equivalent pay.

25 Section J. Child Rearing Leave

26 The District may grant a child rearing leave without pay of up to one (1) year to any employee for the
27 purpose of rearing a natural or adopted child. An employee returning from such leave shall be placed
28 in the position last held or in a similar position in the District. Leave taken without pay may impact
29 retirement service credit.

30 Section K. Association Leave

- 31 1. **General Grant:** The District shall grant Association Leave not to exceed an aggregate thirty (30)
32 days to ARs to participate in local, area, regional state and national Association business.
33 Additional days may be approved by the Superintendent.
34 2. **Notice:** Notice of such leave shall be submitted by the President in writing to the
35 Superintendent at least seven (7) days before the leave is to be taken.
36 3. **Reimbursement:** The Association shall reimburse the District for substitute costs incurred.
37 4. **State or National Officers:** The District shall grant absences with pay to any Association
38 member who is elected to a position on the Board of Directors of NEA or WEA, subject to
39 reimbursement for substitute costs where incurred.
40 5. **Release Time for Local President:** The President shall be granted half time (0.5) release of
41 his/her work year if an elementary teacher; .60 FTE release if the President is a secondary

1 teacher. Scheduling of the President’s work day shall be mutually determined by the President
2 and his/her supervisor. If the President and his/her supervisor are unable to mutually agree,
3 the President and the Superintendent shall mutual resolve the scheduling issue.
4

5 The District shall make salary and all other benefit payments to and on behalf of the President
6 on released time as if he/she were not on released time, provided that the Association shall
7 reimburse the District for one half (1/2) of those salary and benefit costs, including twelve (12)
8 days of sick leave. Retirement benefits shall be in accordance with the rules and regulations of
9 the Department of Retirement Systems.

10 *ARTICLE XII. CONTRACTS, SALARIES, STIPENDS, AND BENEFITS*

11 Section A. Individual Contracts

- 12 1. **Issuance and Compliance:** The District shall issue an individual contract to each employee in
13 compliance with state law, OSPI regulations and this Agreement. If any such contract contains
14 any language inconsistent with this Agreement, this Agreement shall be controlling.
- 15 2. **Length of Contract:** The length of the regular employees’ work year shall be one-hundred-
16 eighty (180) days. Should the state fund additional contracted days, the Parties agree to re-open
17 this provision of the contract.
- 18 3. **Professional Responsibility:** Time previously defined as Deemed Done is now part of the one-
19 hundred-eighty (180) day base contract. Each individual contract will be for the professional
20 work associated with teaching basic education requirements. These include activities that
21 normally happen outside the student day as a part of an employee’s professional
22 responsibilities such as IEP meetings, 504 meetings, staff meetings, meetings with parents
23 and/or students, conferences, and an open house or its equivalent. Conferences and open
24 house, or its equivalent, are the only evening activities with an expectation for attendance.
- 25 4. **Release from Contract:** An employee under contract shall be released from the obligations of
26 the contract upon request under the following conditions:
 - 27 a. **Letter Required:** A letter of resignation must be submitted to the Superintendent.
 - 28 b. **Before July 1st:** A release from contract prior to July 1st shall be granted provided a letter
29 of resignation is submitted prior to that date.
 - 30 c. **After July 1st:** A release from contract shall be granted after July 1 provided a
31 satisfactory replacement can be obtained by the school District.
 - 32 d. **Notice of Retirement or Separation:** Employees planning to retire or resign shall
33 provide written notice to the District by April 1st of the year in which the retirement or
34 separation is to be taken.

35 Section B. Employee Transition Responsibility Incentive

36 In an effort to address work transition issues that arise as a result of the retirement or resignation of
37 employees, it is agreed that employees will, upon tendering their letter of retirement or resignation to
38 the Superintendent by the deadlines described below, be offered a supplemental contract requiring
39 them to perform transitional service prior to their separation date. The separating employee will be
40 offered a supplemental contract of extra per diem days according to the table below.

Eastmont Education Association and Eastmont School District

1 The transitional service will be scheduled and approved by the separating employee and his/her
2 building administrator. Such service could involve the mentoring of replacement employees, assisting
3 the district in screening and selection of replacement employees, and/or other activities mutually
4 agreed upon by the employee and administrator. This transition will include emptying the classroom
5 of personal belongings and must be accomplished by June 30.

Notice Date:	Supplemental Days:
December 1 st	7 days
January 1 st (or the first student day following Winter Break)	6 days
February 1 st	5 days
March 1 st	4 days
April 1 st	3 days
May 1 st	2 days

6
7 Section C. Responsibility Based Supplemental Contracts

8 All supplemental contracts contained herein shall be subject to and consistent with Law and this
9 Agreement and shall be for one (1) year. If any said supplemental contract contains any language
10 inconsistent with this Agreement, this Agreement shall be controlling.

- 11 1. **Stipend:** Employees who are offered a responsibility based supplemental contract shall be paid
12 stipends as set out in the Supplemental Salary Schedule, which is attached to and made part of
13 this Agreement as APPENDIX B.
- 14 2. **Contract:** The District shall issue a Supplemental Contract for each such job offered and
15 accepted.
- 16 3. **Removal of Contract Offered:** In the event the District determines not to re-offer a
17 supplemental contract to an employee, it shall advise the employee in writing, with reasons,
18 prior to the last contract day of the school year.

19 Section D. Additional Paid Days:

20 Additional paid days are defined as compensation to employees for time beyond the 180 day contract
21 for professional development and responsibilities as defined below:

- 22 1. **District Directed Professional Development Days:** One (1) Professional Development
23 Day shall provide training as determined by the District with input from EEA. This day
24 is required, and will be submitted as specified on the District issued professional
25 development timesheet.
- 26 2. **Principal Directed Professional Development Days:** Two (2) Principal directed
27 Professional Development Days shall provide training as determined by the building
28 principal with input from site council. These days are required and will be submitted as
29 specified on the District issued professional development timesheet.
- 30 3. **State Professional Development Days:** Three (3) State paid and/or directed
31 professional development day(s) funded by the state must meet applicable state

1 requirements. These days are required, and will be submitted as specified on the
2 District issued professional development timesheet.

- 3 a. Should the state eliminate funding, these days will be removed from the required
4 Professional Development day schedule and will no longer be available as paid
5 days.

6 4. **Annual Back-to-School Training:** Attendance is required for one (1) day of district-
7 level and building-level training on the annual back-to-school staff day prior to the start
8 of the student year. This day is required and will be submitted as specified on the
9 District issued professional development timesheet. This day may be waived as a result
10 of reduced state funding provided for the purpose of professional development. The
11 Parties will mutually agree to options prior to any partial or complete waiving of this
12 provision.

13 5. **Collaboration Day:** One (1) paid day will be used as follows:

- 14 a. Elementary: District facilitated grade level meetings in the morning, followed by
15 building grade level PLC collaboration in the afternoon. PLC teams will
16 schedule collaboration calendars for the remainder of the year.
17 b. Secondary: Department chair facilitated vertical alignment by content area,
18 followed by building level content area in the afternoon. PLC teams will
19 schedule collaboration calendars for the remainder of the year.
20 c. Specialists: District facilitated meetings in the morning, followed by specialist
21 group meetings in the afternoon. These PLC teams will schedule collaboration
22 calendars for the remainder of the year.
23 d. This day is required and will be submitted as specified on the District issued
24 professional development timesheet.
25 e. This day may be waived as a result of reduced state funding provided for the
26 purpose of professional development. The Parties will mutually agree to options
27 prior to any partial or complete waiving of this provision.

28 6. **Records Days:**

- 29 a. Secondary Classroom Teachers: Employees who have quarter long classes, may
30 submit up to 1.25 hours per quarter class to finalize grades at the end of the first
31 and third quarter.
32 b. These days are required and will be submitted as specified on the District issued
33 Records Day timesheets.

34 7. **Elementary Conference Preparation Days:** One (1) paid day to prepare for fall
35 conferences for core classroom teachers.

36 8. **New Teacher Academy:** Fourteen (14) New Teacher Academy hours shall provide
37 training as determined by the district. These hours are required, and will be submitted
38 as specified on the District issued professional development timesheet.

- 39 a. Employees shall be notified of annual calendared dates as soon as possible after
40 being hired.
41 b. Should the funding be eliminated, these hours will be removed from the
42 required Professional Development Day schedule and will no longer be available
43 as paid hours.

- 1 9. **Employee Controlled Day:** Employees may timesheet one (1) day for self-directed work
2 outside of contracted time. This day is not required. Time worked will be submitted as
3 specified on the District issued Employee Controlled timesheet.
- 4 10. **Safe Schools Training:** Employees may timesheet the hours identified by the district
5 each year to complete required Safe Schools training. Employees will be notified each
6 year the amount of time required to complete the training modules. This time will be
7 submitted as specified on the District issued Safe Schools timesheet.
- 8 11. The District Directed, Principal Directed, Collaboration, and Records days may be
9 waived as a result of double levy failure. The Parties will mutually agree to options
10 prior to any partial or complete waiving of this provision.
- 11 12. Employees may request an alternate training in lieu of the district paid professional
12 development days listed in D.2. above. Alternate professional development is limited to
13 those who hold positions where the District professional development offered is not
14 relevant to their position. For an alternate professional development day, employees
15 must submit the District issued request form to their administrator prior to attending an
16 alternate training.

17 Section E. Senior Employee Advisory Stipend

18 Employees shall be compensated with a Senior Employee Advisory Stipend for their increased
19 professional experience and commitment to advise less senior employees. Employees are expected to
20 support other educators in the District, specifically those with less experience, in all aspects of their
21 work. Payment shall be made annually in May as follows:

18 years	\$1,500
20 years	\$2,000
22 years	\$2,200
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500
40 years	\$4,000

22
23 Section F. Salaries

- 24 1. **Salary Schedules:** Employee salaries shall be paid as set out in the schedule which is a part of
25 this Agreement as APPENDIX A. Annually, the salary schedule will be increased by the
26 amount determined by the Legislature (IPD or CPI).
- 27 2. **Supplemental Stipends:** Stipends reflected on APPENDIX B will be calculated off of the
28 modified base salary specified on APPENDIX B. Annually, the APPENDIX B base salary will
29 increase by the same percentage as APPENDIX A.
- 30 3. **Substitute's Salaries:** Long-term substitutes who work more than twenty (20) consecutive days
31 in the same assignment shall be placed on the existing Employee's Salary Schedule commencing
32 on the twenty-first (21st) day of the assignment and continuing for the duration of the
33 assignment.
- 34 4. **Retroactivity:** Should the date of execution of this Agreement be subsequent to the effective
35 date, salaries shall be retroactive to the effective date.

1 5. **Initial Placement:**

- 2 a. **Certificate:** All employees must possess a valid Washington State teaching certificate
3 and endorsements.
- 4 b. **Experience Credits:** Previous public school teaching experience shall be recognized for
5 placement on the Eastmont School District salary schedule.
- 6 c. **Education Credits and Clock Hours:** Education Credits and Clock Hours must comply
7 with teacher certification requirements and be provided by an accredited University
8 and/or clock hour provider.
- 9 d. **Advancement:** Increments shall be granted at the beginning of each school year for
10 experience and advanced education (including college and clock hour credits).
- 11 e. **Part-Time Employee:** The District shall calculate experience credit for documented
12 part-time work experience. Employees shall not be deprived of other experience credit
13 already recognized.
- 14 f. **Errors in Computation:** Computation errors in salary and/or fringe benefit payment
15 shall be corrected without unnecessary delay upon discovery. In the event that errors
16 are discovered that require pay back by an employee, such pay back shall be spread over
17 the remaining pay periods of the contract year.
- 18 g. **Credit Reporting:** In order to track credits or clock hours employees shall submit to the
19 District office an official transcript from the college attended or clock hour credit
20 granting institution no later than September 10th. If such transcript is not available by
21 September 10th, a grade sheet or letter of confirmation from the college attended or clock
22 hour credit granting institution shall temporarily suffice until an official transcript can
23 be obtained, which shall be no later than October 1st, of the current year, in order to
24 qualify for advancement on the salary schedule.

25 Section G. Payment

- 26 1. **Monthly Payment:** In accordance with state law, employees shall be paid in twelve (12)
27 monthly installments. Each paycheck shall contain one-twelfth (1/12) of the contracted salary,
28 except as otherwise mutually determined.
- 29 2. **Pay Date:** Paychecks shall be issued on or before the last banking day of each month.
- 30 3. **Pay Statements - Digital Access:** Employees will have access to their online payroll pay
31 statements through Employee Access twenty-four hours a day, seven (7) days a week. If an
32 employee receives a pay check (warrant) for any reason, it will be delivered to the building
33 (school year) or mailed to their home address during months outside of the school year.

34 Section H. Professional Development Funds

- 35 1. **Professional Development Allocation:** Employees shall have access to professional
36 development funds up to 2.46% of cell one (1) of the Eastmont salary schedule, BA+0, Step
37 0. This is an annual allocation and is available for time, travel and/or reimbursement as defined
38 below. Employees must submit a Professional Development Selection form to identify the type
39 of reimbursement requested for the year.
- 40 a. **Use of Funds for Time:** Within this allotment employees may request:

- 1 i. Up to two (2) substitute release days for peer observation. These days must be
 - 2 scheduled in advance and prearranged with the teacher to be observed. Prior
 - 3 approval of the Principal must be given.
 - 4 ii. Employees may also use up to two (2) prep periods, paid at per diem, for peer
 - 5 observation. Prior approval of the Principal must be given.
 - 6 b. **Use of Funds for Travel:** Professional Development funds may be used to support
 - 7 travel associated with attaining credits and clock hours. This is applicable to in-state
 - 8 travel only. Reimbursement for travel must be compliant with district travel policies,
 - 9 with the exception that no advance travel is allowed when using Professional
 - 10 Development funds.
 - 11 c. **Use of Funds for Reimbursement:** All employees shall be reimbursed by the District
 - 12 for successful completion of academic classes, for clock hours, workshop and conference
 - 13 registrations, for professional recertification and/or licensure, and for National Board
 - 14 certification, re-takes, and renewals up to the amount defined in #1. above.
 - 15 2. **Reimbursement Process and Timeline:** Professional Development Fund reimbursement is
 - 16 subject to the following provisions:
 - 17 a. **Reimbursement Process:** Employees must submit a Professional Development
 - 18 Reimbursement form after successful completion of the class(es) and/or workshop(s) or
 - 19 conference(s), along with proof of payment/receipt for course(s) taken or registration or
 - 20 clock hour fee(s) paid, and transcript or grade report(s), if applicable.
 - 21 i. Clock hours or coursework must qualify for teacher certification and be provided
 - 22 by an accredited University and/or clock hour provider, or CEUs granted by an
 - 23 institution/provider responsible for licensure for clinical experience related
 - 24 positions (e.g., Nurse, SLP, OT, PT, Psychologist).
 - 25 ii. Registration/workshop fees are reimbursed only if attached to clock hours or
 - 26 credits. Exceptions may be made for classes/courses required for the position but
 - 27 no clock hours/credits are provided.
 - 28 b. **Reimbursement Timeline:**
 - 29 i. Reimbursement is made available each school year/fiscal year covered by this
 - 30 agreement (September 1 to August 31 annually). The last day to submit claims
 - 31 for the current year's allocation is September 30 annually.
 - 32 ii. Coursework purchased in a term/bundle/package/block will be eligible for
 - 33 reimbursement after completion of courses associated with the package or term.
 - 34 Employees who have packages or terms finishing outside of the school year in
 - 35 which they are purchased are asked to review potentially eligible coursework
 - 36 with Human Resources prior to August 31.
 - 37 1. In the event a course will be completed outside of the school year in
 - 38 which it was purchased, the employee must complete the Notification of
 - 39 Request to Carry Over Professional Development Funds form. Forms
 - 40 must be submitted to Human Resources by August 31 annually.
 - 41 iii. Classes not completed/earned until the summer (between the last day of school
 - 42 in June and August 31) can count towards the following year's allocation if

1 current school year money is depleted. Courses that are not completed by
2 August 31 may be reimbursed using the next year's allocation.

3 **3. Reimbursement and Salary Schedule Advancement:** For employees seeking advancement on
4 the salary schedule an official transcript shall be furnished to the District no later than October 1
5 in the current year (ARTICLE XII, Section F).

6 **4. College in the High School**

7 a. Employees who obtain a content area masters and are eligible to teach College in the
8 High School shall have access to additional reimbursable professional development
9 funds up to \$5,000 per year, maximum of \$10,000 per content program. Prior approval of
10 program content is required by building administration.

11 Section I. National Board Certified Teacher Bonus

- 12 1. Employees qualified to receive the National Board Certified Teacher (NBCT) bonus shall be
13 paid the full amount following OSPI's notice to the District of eligible employees and the
14 confirmation and processing of State funding.
15 2. This annual bonus is determined and paid as defined in the NBCT bonus process per OSPI.
16 3. This payment will continue so long as the State continues to fund such stipends for NBCT
17 certification.

18 Section J. Workshop Leave Lid

19 No one (1) employee may use more than ten (10) days per school year for workshops, conferences,
20 seminars, and in-service that require a substitute be hired, without specific approval of the
21 Superintendent.

22 Section K. Travel Reimbursement

- 23 1. **Approval:** Meals, lodging and other actual and necessary expenses shall be reimbursed by the
24 District for employees participating in District approved conferences, meetings, and
25 conventions.
26 2. **National Meetings:** Request for attendance at national meetings must be submitted ninety (90)
27 days in advance and accompanied by rationale outlining the educational value to the students,
28 the employee, and the District. Upon return from a national meeting, the employee may be
29 requested to report to the Board.
30 3. **Vehicle Use and Rates of Reimbursement:** For travel outside the District, employees may
31 request use of a District vehicle. If a District vehicle is not used, mileage will be reimbursed for
32 an employee using his/her own vehicle at the state rate as determined by the Federal Internal
33 Revenue Code and IRS regulations. Employees attending the same approved conference(s),
34 meeting(s) or conventions may be asked to use one (1) vehicle for travel purposes.
35 4. **Families:** Employees attending approved conferences, meetings, or conventions with their
36 families shall be reimbursed for the employee's actual and necessary expenses.

37 Section L. Curriculum Development Compensation

38 The District shall pay per diem for curriculum development work completed outside the work day (not
39 contracted under the present agreement). This amount would be over and above curriculum work
40 presently completed when substitutes are provided or during the seven and one-half (7 ½) hour work

1 day. Curriculum work accomplished through the use of this method shall be as determined by the
2 Superintendent.

3 Section M. Insurance

4 Effective January 1, 2020, the District shall provide qualified employees with insurance benefits that
5 align with the rules and regulations set by the School Employee Benefit Board (SEBB).

6 1. **Availability:**

- 7 a. Qualified employees who work or will work a minimum of six hundred, thirty (630)
8 hours during the year.
- 9 b. Open enrollment window is determined by SEBB.
- 10 c. SEBB insurance plan information shall be provided to eligible employees during
11 orientation or within ten (10) workdays of hire and at each open enrollment.
- 12 d. Employees are responsible for enrolling online or with forms provided by SEBB.

13 2. **Benefits:**

- 14 a. Qualified employees will be provided SEBB benefits that include medical, dental, vision,
15 basic life/accidental insurance, long-term disability insurance, and retiree subsidy
16 (formerly Health Care Authority Carve-out).
- 17 b. Employees may select a carrier approved by SEBB.

18 3. **Premiums:**

- 19 a. The District shall pay their portion of the employee premium as established by SEBB.
- 20 b. Employees will be responsible for their portion of the premium.
- 21 c. Any additional premium surcharges will be paid by the employee.

22 4. **Expiration:**

- 23 a. Insurance will expire the last day of the contract year (August 31st) unless an earlier
24 separation date is indicated on the employee's resignation/retirement letter.
- 25 b. Mid-year separations will impact insurance coverage differently. Contact Human
26 Resources for further information.

27 Section N. VEBA

28 The district shall contribute annually to an employee VEBA pool. This money will be distributed
29 evenly to individual VEBA accounts for each member of the bargaining unit to be paid in June. VEBA
30 allocations will be prorated based on employee FTE.

31 Year 1: \$150,000

32 Year 2: \$200,000

33 Year 3: \$250,000

34
35 Section O. Calendar

36 The District shall establish the calendar for the upcoming school year no later than the end of January.
37 The Superintendent and Association will meet to review the upcoming school year's calendar
38 constraints prior to drafting options. The school year calendar shall conform to the following
39 principles:

- 40 1. The employee work year shall begin no more than seven (7) days before the student year starts.

- 1 2. The student year will start no earlier than the Wednesday before Labor Day.
- 2 3. Winter break shall include as a minimum, December 23rd through January 1st.
- 3 4. Spring break shall be the first full week of April.
- 4 5. Conferences may be scheduled for the fall and spring.
- 5 6. Students shall be released early during each conferencing period.
- 6 7. A Records Day shall be calendared immediately following each of the first two (2) semesters
- 7 when the calendar allows.

8 Any variation on these principles must be negotiated with the Association.

9 Section P. Background/Security Checks

10 The District shall reimburse any employee for all related fees and expenses for any background or
11 security check which is directed and required by the District and which is not part of the certification
12 process.

13 *ARTICLE XIII. GRIEVANCE PROCEDURE*

14 Section A. Definitions

- 15 1. The term "grievant" shall mean an employee, a group of employees, or the Association filing a
16 grievance.
- 17 2. The term "grievance" shall mean a claim by a grievant that there has been a violation,
18 misinterpretation or misapplication of this Agreement or of Board Policy or rules.
- 19 3. For purposes of this Article only, the term "Days" shall mean employee work days. After the
20 last day of school in the spring and before commencement of the new fall term, days shall mean
21 days the district office is open for business.

22 Section B. Time Limits

23 If the grievant fails to file or appeal according to the timelines set out herein, the grievance may not be
24 further pursued and shall be resolved according to the last formal response. In the event the District
25 fails to meet a timeline, the grievant may proceed to the next step of the procedure. The specified time
26 limits shall be strictly observed but may be extended by mutual concurrence of the Parties, provided
27 that a request for extension must be made before the applicable time limit has expired.

28 Section C. Rights to Representation

- 29 1. **Basic Right:** A grievant shall have the right to be accompanied by an AR at each and every step
30 of the grievance procedure.
- 31 2. **Limits on Individual Rights:** In the event a grievant elects to file and proceed without
32 Association representation, he/she may do so through the first (1st) two (2) steps of the
33 procedure only, provided that the District shall allow Association representation at every
34 meeting or conference in order to protect its contract rights.
- 35 3. **Outside Representation Bar:** No grievance may be processed with a grievant having
36 representation other than him/herself or the Association.

1 Section D. Individual Rights

2 Nothing contained herein shall be construed as limiting the right of any employee having a complaint
3 to discuss the matter through administrative channels and to have the problem adjusted without the
4 intervention of the Association, as long as the Association is notified in writing of the disposition of the
5 matter and such disposition is not inconsistent with the terms of this Agreement.

6 Section E. Election of Remedies

7 In the event that a grievant elects to pursue a statutory remedy instead of utilizing this grievance
8 procedure to resolve a dispute, such election shall bar utilization of the grievance procedure as a
9 remedy for that specific dispute. In the event that an employee elects to pursue this grievance
10 procedure to resolve a dispute, and such employee subsequently elects to pursue a statutory remedy,
11 such subsequent election shall void any decision reached under the grievance procedure.

12 Section F. Procedure

13 Grievances shall be processed in the following manner:

- 14 ▪ **INFORMAL:** The Parties encourage employees and their supervisors to attempt to resolve
15 grievances or potential grievances through free and informal communications between the
16 grievant and his/her immediate supervisors. However, if such informal process has failed to
17 provide an acceptable adjustment of the grievance, the grievance may be processed as set forth
18 below. Informal resolution of a grievance between an employee(s) and his/her immediate
19 supervisor shall not prejudice the interpretation of application of this Agreement.
- 20 ▪ **STEP One (1) Supervisor:** Within thirty (30) days of the occurrence, or of the grievant's
21 knowledge of the occurrence, the grievant may file a written grievance with his/her supervisor,
22 with a copy to the Superintendent. The supervisor shall meet with the grievant and the AR (if
23 requested by the grievant or the AR) within five (5) days after receipt of the grievance and
24 attempt to gain a mutually satisfactory resolution is reached at the hearing, it shall be reduced
25 to writing and signed by those involved. If no satisfactory agreement is reached, or if no
26 decision has been rendered within the timeline, the grievant may within five (5) days appeal to
27 Step two (2).
- 28 ▪ **STEP 2. Superintendent:** The Superintendent shall arrange for a hearing with the grievant and
29 the AR (if requested by the grievant or the AR) to take place within five (5) days of his/her
30 receipt of the appeal. In the event a satisfactory resolution is reached at the hearing, it shall be
31 reduced to writing and signed by those involved. Upon conclusion of the hearing, if no
32 satisfactory resolution has been reached, the Superintendent shall, within five (5) days, provide
33 his/her written decision, together with the reasons to those involved.
- 34 ▪ **STEP 3. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2, or if
35 no disposition has been made within the timeline, the Association may submit a "Demand for
36 Arbitration" to the American Arbitration Association (AAA), along with a copy to the
37 Superintendent. The Arbitration shall be controlled by the Voluntary Arbitration Rules of
38 AAA, (or other rules, as mutually determined) provided that the Parties shall strike names from
39 the panel selected by AAA within ten (10) days of receipt of such panel. Neither the District nor
40 the Association shall be permitted to assert in such arbitration any grounds not previously
41 disclosed to the other party.

1 The arbitrator shall have not power or authority to rule on any issue which is not specifically
2 before him/her. The arbitrator shall have power to make the grievant whole, but shall have no
3 power to make punitive awards. The arbitrator shall not have the authority to decide any
4 subject not set forth in this Agreement. To the extent any arbitrator's decision exceeds the
5 limitation of his/her authority it shall be found void. The Parties shall be bound by the award of
6 the arbitrator, except as provided herein.

7 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her
8 travel and subsistence expenses and the cost of any hearing room, shall be borne equally by the
9 Parties; all other preparation and hearing costs shall be borne by the Party incurring them.

10 Section G. Miscellaneous Conditions

- 11 1. **Agreement Expiration:** Notwithstanding the expiration of this Agreement, any claim or
12 grievance arising there under may be processed through the grievance procedure until
13 resolution.
- 14 2. **No Reprisals:** No reprisals shall be taken by the District against any employee because of
15 his/her participation in this grievance procedure, neither shall a grievant nor the Association
16 take reprisals against the District related to its participation in this grievance procedure.
- 17 3. **Files:** All records dealing with the processing of a grievance shall be filed separately from the
18 personnel files of the participants.
- 19 4. **Form:** The form for filing grievances is attached to and made a part of this Agreement as
20 APPENDIX Q.
- 21 5. **Association Grievance:** If a grievance affects a group of employees or the Association, the
22 Association may initiate such grievance to the Superintendent directly, and the processing of
23 such grievance shall commence at Step two (2). Grievances involving more than one (1)
24 supervisor and grievances involving an administrator above the building level may be filed by
25 the Association at Step two (2), provided that the grievance is filed within Step two (2)
26 timelines.
- 27 6. **Board Policies and Rules:** Grievances concerning application of Board policy and rules not
28 specifically covered by this Agreement shall be subject to the grievance procedure; however, if
29 the District and grievant are unable to reach agreement in Step two (2), the decision may be
30 appealed to the Board and shall be heard by the Board or a committee of the Board. Under such
31 circumstance the decision of the Board shall be final.
- 32 7. **Cooperation of the Parties:** Either Party shall honor all reasonable requests of the other Party
33 for information relevant to any grievance.

34 *ARTICLE XIV. DURATION*

35 This Agreement shall remain in full force and effect from September 1, 2023 up to and including
36 August 31, 2026. All items agreed to herein are final and binding upon the Parties for the duration of
37 this Agreement unless the Parties mutually agree to re-open negotiations on specific items.

38 The Parties agree to reopen the salary/benefits provisions of this Agreement, if: (1) if the State
39 Legislature or OSPI makes substantial changes to the funding provisions in the prototypical funding


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1 model, or; (2) to address salary/benefit changes specifically mandated by the State Legislature, but only
2 if the changes must be implemented before the contract expires under its current terms.

3 Either Party may, upon written notice not later than ninety (90) days before the date of expiration, give
4 notice of its intent to negotiate a successor Agreement to the other Party, and that it wishes to amend
5 the Agreement by addition, deletion or substitution.

6 Executed the _____ day of _____, 2023 at East Wenatchee, Douglas County, Washington State,
7 by the undersigned officers, with the authority of and on behalf of the Parties.

8 FOR THE ASSOCIATION:

9  _____

10 Association President

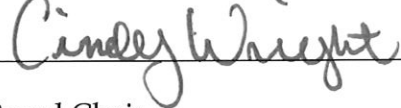
11  _____

12 Chief Negotiator

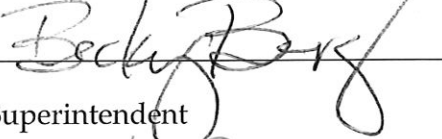
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14


FOR THE BOARD:

 _____

Board Chair,

 _____

Superintendent

 _____

Chief Negotiator

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APPENDIX A.

Years/Step	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90	
0	\$54,683.00	\$56,160.00	\$57,690.00	\$59,224.00	\$64,145.00	\$65,560.00	\$70,481.00	\$73,654.00	23-24 Base (180 days)
	\$2,734.15	\$2,808.00	\$2,884.50	\$2,961.20	\$3,207.25	\$3,278.00	\$3,524.05	\$3,682.70	Prof Dev (9 days)
	\$57,417.15	\$58,968.00	\$60,574.50	\$62,185.20	\$67,352.25	\$68,838.00	\$74,005.05	\$77,336.70	Total Salary
1	\$55,419.00	\$56,916.00	\$58,466.00	\$60,067.00	\$65,039.00	\$66,289.00	\$71,261.00	\$74,412.00	23-24 Base (180 days)
	\$2,770.95	\$2,845.80	\$2,923.30	\$3,003.35	\$3,251.95	\$3,314.45	\$3,563.05	\$3,720.60	Prof Dev (9 days)
	\$58,189.95	\$59,761.80	\$61,389.30	\$63,070.35	\$68,290.95	\$69,603.45	\$74,824.05	\$78,132.60	Total Salary
2	\$56,120.00	\$57,632.00	\$59,198.00	\$60,923.00	\$65,881.00	\$67,023.00	\$71,980.00	\$75,166.00	23-24 Base (180 days)
	\$2,806.00	\$2,881.60	\$2,959.90	\$3,046.15	\$3,294.05	\$3,351.15	\$3,599.00	\$3,758.30	Prof Dev (9 days)
	\$58,926.00	\$60,513.60	\$62,157.90	\$63,969.15	\$69,175.05	\$70,374.15	\$75,579.00	\$78,924.30	Total Salary
3	\$56,843.00	\$58,369.00	\$59,952.00	\$61,732.00	\$66,080.00	\$67,718.00	\$72,663.00	\$75,927.00	23-24 Base (180 days)
	\$2,842.15	\$2,918.45	\$2,997.60	\$3,086.60	\$3,304.00	\$3,385.90	\$3,633.15	\$3,796.35	Prof Dev (9 days)
	\$59,685.15	\$61,287.45	\$62,949.60	\$64,818.60	\$69,384.00	\$71,103.90	\$76,296.15	\$79,723.35	Total Salary
4	\$57,552.00	\$59,145.00	\$60,738.00	\$62,579.00	\$67,556.00	\$68,447.00	\$73,425.00	\$76,713.00	23-24 Base (180 days)
	\$2,877.60	\$2,957.25	\$3,036.90	\$3,128.95	\$3,377.80	\$3,422.35	\$3,671.25	\$3,835.65	Prof Dev (9 days)
	\$60,429.60	\$62,102.25	\$63,774.90	\$65,707.95	\$70,933.80	\$71,869.35	\$77,096.25	\$80,548.65	Total Salary
5	\$58,284.00	\$59,885.00	\$61,493.00	\$63,437.00	\$68,396.00	\$69,188.00	\$74,150.00	\$77,501.00	23-24 Base (180 days)
	\$2,914.20	\$2,994.25	\$3,074.65	\$3,171.85	\$3,419.80	\$3,459.40	\$3,707.50	\$3,875.05	Prof Dev (9 days)
	\$61,198.20	\$62,879.25	\$64,567.65	\$66,608.85	\$71,815.80	\$72,647.40	\$77,857.50	\$81,376.05	Total Salary
6	\$59,036.00	\$60,602.00	\$62,265.00	\$64,306.00	\$69,241.00	\$69,948.00	\$74,884.00	\$78,251.00	23-24 Base (180 days)
	\$2,951.80	\$3,030.10	\$3,113.25	\$3,215.30	\$3,462.05	\$3,497.40	\$3,744.20	\$3,912.55	Prof Dev (9 days)
	\$61,987.80	\$63,632.10	\$65,378.25	\$67,521.30	\$72,703.05	\$73,445.40	\$78,628.20	\$82,163.55	Total Salary
7	\$60,359.00	\$61,948.00	\$63,633.00	\$65,784.00	\$70,793.00	\$71,371.00	\$76,377.00	\$79,842.00	23-24 Base (180 days)
	\$3,017.95	\$3,097.40	\$3,181.65	\$3,289.20	\$3,539.65	\$3,568.55	\$3,818.85	\$3,992.10	Prof Dev (9 days)
	\$63,376.95	\$65,045.40	\$66,814.65	\$69,073.20	\$74,332.65	\$74,939.55	\$80,195.85	\$83,834.10	Total Salary
8	\$62,294.00	\$63,970.00	\$65,695.00	\$68,025.00	\$73,101.00	\$73,609.00	\$78,687.00	\$82,275.00	23-24 Base (180 days)
	\$3,114.70	\$3,198.50	\$3,284.75	\$3,401.25	\$3,655.05	\$3,680.45	\$3,934.35	\$4,113.75	Prof Dev (9 days)
	\$65,408.70	\$67,168.50	\$68,979.75	\$71,426.25	\$76,756.05	\$77,289.45	\$82,621.35	\$86,388.75	Total Salary
9		\$66,065.00	\$67,875.00	\$70,288.00	\$75,483.00	\$75,871.00	\$81,069.00	\$84,781.00	23-24 Base (180 days)
		\$3,303.25	\$3,393.75	\$3,514.40	\$3,774.15	\$3,793.55	\$4,053.45	\$4,239.05	Prof Dev (9 days)
		\$69,368.25	\$71,268.75	\$73,802.40	\$79,257.15	\$79,664.55	\$85,122.45	\$89,020.05	Total Salary
10			\$70,081.00	\$72,669.00	\$77,933.00	\$78,254.00	\$83,519.00	\$87,353.00	23-24 Base (180 days)
			\$3,504.05	\$3,633.45	\$3,896.65	\$3,912.70	\$4,175.95	\$4,367.65	Prof Dev (9 days)
			\$73,585.05	\$76,302.45	\$81,829.65	\$82,166.70	\$87,694.95	\$91,720.65	Total Salary
11				\$75,119.00	\$80,497.00	\$80,703.00	\$86,084.00	\$89,994.00	23-24 Base (180 days)
				\$3,755.95	\$4,024.85	\$4,035.15	\$4,304.20	\$4,499.70	Prof Dev (9 days)
				\$78,874.95	\$84,521.85	\$84,738.15	\$90,388.20	\$94,493.70	Total Salary
12				\$77,490.00	\$83,131.00	\$83,249.00	\$88,716.00	\$92,746.00	23-24 Base (180 days)
				\$3,874.50	\$4,156.55	\$4,162.45	\$4,435.80	\$4,637.30	Prof Dev (9 days)
				\$81,364.50	\$87,287.55	\$87,411.45	\$93,151.80	\$97,383.30	Total Salary
13					\$85,828.00	\$85,885.00	\$91,413.00	\$95,562.00	23-24 Base (180 days)
					\$4,291.40	\$4,294.25	\$4,570.65	\$4,778.10	Prof Dev (9 days)
					\$90,119.40	\$90,179.25	\$95,983.65	\$100,340.10	Total Salary
14					\$88,539.00	\$88,598.00	\$94,301.00	\$98,487.00	23-24 Base (180 days)
					\$4,426.95	\$4,429.90	\$4,715.05	\$4,924.35	Prof Dev (9 days)
					\$92,965.95	\$93,027.90	\$99,016.05	\$103,411.35	Total Salary
15					\$90,843.00	\$90,901.00	\$96,753.00	\$101,048.00	23-24 Base (180 days)
					\$4,542.15	\$4,545.05	\$4,837.65	\$5,052.40	Prof Dev (9 days)
					\$95,385.15	\$95,446.05	\$101,590.65	\$106,100.40	Total Salary
16+					\$92,659.00	\$92,719.00	\$98,688.00	\$103,068.00	23-24 Base (180 days)
					\$4,632.95	\$4,635.95	\$4,934.40	\$5,153.40	Prof Dev (9 days)
					\$97,291.95	\$97,354.95	\$103,622.40	\$108,221.40	Total Salary

2024-2025: IPD + 1.2%
2025-2026: IPD + 2.0%

APPENDIX B.

Employee Supplemental Salary Schedule		2023-2024
BASE: All salaries represented on Appendix B shall be indexed to a base of:		\$44,858
Stipends reflected on APPENDIX B will be calculated off of the modified base salary specified on APPENDIX B. Annually, the APPENDIX B base salary will increase by the amount determined by the Legislature (IPD or CPI).		
HIGH SCHOOL 10-12		
Advanced Placement Coordinator	2.00%	\$897
Annual	15.00%	\$6,729
Art Club	3.00%	\$1,346
ASB	20.00%	\$8,972
Book of Creative Writing	3.00%	\$1,346
Collection of Evidence (COE per Sufficient Notebook (2/3 of state funded amount))		
Debate	8.00%	\$3,589
Department Coordinator	4.00%	\$1,794
Honor Society	3.00%	\$1,346
Hope Squad Advisor	3.00%	\$1,346
HS Journalism	13.00%	\$5,832
International Language Club	1.50%	\$673
Key Club	6.00%	\$2,691
Knowledge Bowl	5.00%	\$2,243
MECHA (Equality Team Member)	2.00%	\$897
Music-Instrumental	12.00%	\$5,383
Music-Vocal	12.00%	\$5,383
Natural Helper (3 @ HS)	3.00%	\$1,346
Science Club (without Science Fair)	1.50%	\$673
Senior Class Advisor	2.00%	\$897
Site Team Facilitator (Certificated)	2.75%	\$1,234
Site Team Secretary (Certificated)	2.20%	\$987
Site Team Member (Certificated)	1.65%	\$740
On-Line Washington State History - 1 to 10 Students (per semester)	2.65%	\$1,189
On-Line Washington State History - 11 to 20 Students (per semester)	5.15%	\$2,310
On-Line Washington State History - 21 to 30 Students (per semester)	7.70%	\$3,454

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JUNIOR HIGH (EJHS=7-9) (SJHS=6-8)		
Annual	8.00%	\$3,589
Annual Photography (if not offered as a class)	5.00%	\$2,243
ASB	10.00%	\$4,486
Department Coordinator	3.00%	\$1,346
Hope Squad Advisor	3.00%	\$1,346
Mission to Mars	2.00%	\$897
Music-Instrumental	8.00%	\$3,589
Music-Vocal	8.00%	\$3,589
Natural Helpers (2 @ Junior High)	3.00%	\$1,346
Newspaper	3.00%	\$1,346
Site Team Facilitator (Certificated)	2.75%	\$1,234
Site Team Secretary (Certificated)	2.20%	\$987
Site Team Member (Certificated)	1.65%	\$740
CAREER & TECHNICAL EDUCATION		
ASL	5.00%	\$2,243
CTSO	6.00%	\$2,691
FBLA (High School)	6.00%	\$2,691
FBLA (Junior High)	5.00%	\$2,243
FASCE	5.00%	\$2,243
FFA	10.00%	\$4,486
Skills USA Metals	6.00%	\$2,691
Skills USA Woods	6.00%	\$2,691
Sports Medicine	5.00%	\$2,243
VICA/Drafting	6.00%	\$2,691
ELEMENTARY		
Grade Level Coordinators	1.65%	\$740
Hope Squad Advisor	3.00%	\$1,346
Music	3.00%	\$1,346
Site Team Facilitator (Certificated)	4.00%	\$1,794
Site Team Secretary (Certificated)	3.50%	\$1,570
Site Team Member (Certificated)	3.00%	\$1,346
K-12		
Highly Capable Coordinator	15.00%	\$6,729
Elementary Professional Development Coordinator (K-6)	12.75%	\$5,719
Secondary Professional Development Coordinator (7-12)	10.20%	\$4,576
Nurses*	10.00%	\$4,486

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District Music Coordinator	8.00%	\$3,589
Counselors - Continuing Phase*	8.00%	\$3,589
Psychologists*	8.00%	\$3,589
Counselors - Initial Phase*	6.00%	\$2,691
Long-Term Mentor	6.00%	\$2,691
Short-Term Mentor	3.00%	\$1,346
POST-SEASON EXTENSION (Band Director): In the event any Band Director is authorized by the District to extend his/her season beyond the normal schedule of his/her assignment in order to participate in WIAA-sponsored state tournament, he/she shall receive a stipend of \$224 for each full week or portion thereof that such employee is authorized to spend on the extended season. District/league tournaments are considered to be a part of the normal season and are not covered by this provision.	0.50%	\$224
*NURSES, COUNSELORS, PSYCHOLOGISTS: Stipend not available to new staff hired after June 2011. Current staff grandfathered.		
DEPARTMENT COORDINATORS: 8-12 Department Coordinators shall be Math, English/Language Arts, Science, Social Studies, Special Education, PE, Art, Music, Foreign Language, CTE determined. 5-7 Department Coordinators shall be Math, Language Arts, Science, Social Studies, Specialists, Special Education/Special Programs.		
<u>EXTENDED DAYS</u>		
The following positions shall be offered one year supplemental contracts at their per diem rate. As these are one year supplemental contracts, these days may change annually based upon program needs and/or funding. Any changes will be discussed by the Parties. The use of these days shall be mutually agreed upon.		
Behavior Instruction Specialist		10 Days
MTSS (old RTI & PBIS)		20 Days
District Migrant/Bilingual Coordinator		40 Days
Psychologists		10 Days
Nurses		15 Days
Speech/Language Pathologists		10 Days
Occupational Therapists		10 Days
Physical Therapists		10 Days
Counselors/Drug & Alcohol Interventionist:		
- Drug & Alcohol Intervention Coordinator		8 Days
- Elementary		10 Days
- Junior High		12 Days
- High School		16 Days
Librarians:		
- District Library Coordinator		8 Days
- Junior High		10 Days
- High School		10 Days

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GLAD Trainers		10 Days
Highly Capable Coordinator		10 Days
CTE Ag/Science Junior High		20 Days
CTE Ag/Science High School		20 Days
CTE FACSE Junior High		7 Days
CTE FACSE High School		7 Days
CTE Business Ed Junior High		4 Days
CTE Business Ed High School		4 Days
CTE Skilled & Technical Junior High		4 Days
CTE Skilled & Technical Junior High - Equipment Maintenance		10 Days
CTE Skilled & Technical High School		7 Days
CTE Skilled & Technical High School - Equipment Maintenance		10 Days
CTE Sports Medicine		4 Days
CTE American Sign Language (ASL)		4 Days
CTE Production		4 Days
CTE		1 Day

APPENDIX C.



Alignment of Washington State Teacher Evaluation Criteria with 5D+™ Rubric for Instructional Growth and Teacher Evaluation, Version 3

1. Centering instruction on high expectations for student achievement.	P1	Learning target(s) connected to standards
	P4	Communication of learning target(s)
	P5	Success criteria
	CEC2	Learning routines
2. Demonstrating effective teaching practices.	SE1	Quality of questioning
	SE4	Opportunity and support for participation and meaning making
	SE5	Student talk
	CP5	Use of scaffolds
3. Recognizing individual student learning needs and developing strategies to address those needs.	SE2	Ownership of learning
	SE3	Capitalizing on students' strengths
	CP4	Differentiated instruction for students
	A4	Teacher use of formative assessments
4. Providing clear and intentional focus on subject matter content and curriculum.	P2	Lessons connected to previous and future lessons, broader purpose and transferable skill
	CP1	Alignment of instructional materials and tasks
	CP2	Teacher knowledge of content
	CP3	Discipline-specific teaching approaches
	P3	Design of performance task
5. Fostering and managing a safe, positive learning environment.	CEC1	Classroom arrangement and resources
	CEC3	Use of learning time
	CEC4	Student status
	CEC5	Norms for learning
6. Using multiple student data elements to modify instruction and improve student learning.	A1	Student self-assessment
	A2	Student use of formative assessments over time
	A3	Quality of formative assessment methods
	A5	Collection systems for formative assessment data
7. Communicating and collaborating with parents and the school community.	PCC2	Communication and collaboration with parents and guardians
	PCC3	Communication within the school community about student progress
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	PCC1	Collaboration with peers and administrators to improve student learning
	PCC4	Support of school, district and state curricula, policies and initiatives
	PCC5	Ethics and advocacy

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APPENDIX D.

CLASSROOM TEACHER EVALUATION PROCESS & DOCUMENTS

STEPS	
	<p><u>Review CEL 5D+ Teacher Evaluation Rubric (Appendix C)</u></p> <ul style="list-style-type: none"> • This will be the foundational document for teachers evaluated on a Comprehensive or Focused evaluation. • The CEL 5D+ Teacher Evaluation Rubric contains teacher and student observables which will assist in identifying performance attributes applicable to each criteria.
<p>Any time after October 15th</p>	<p>A continuing employee, being evaluated on a Comprehensive evaluation, whose work is judged not satisfactory based on CEL 5D+ instructional framework evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.</p>
<p>20th day of school</p>	<p><u>Evaluation Option Form (Appendix F)</u> Classroom teachers will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as their evaluator.</p>
<p>Nov. 1st</p>	<p><u>Comprehensive Evaluation (Appendix E)</u></p> <ul style="list-style-type: none"> • The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6) years. Subsequent years they will be evaluated on a Focused evaluation. • The teacher who is on a Comprehensive evaluation will select student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or 'nested.' This will be completed by November 1st (see APPENDIX G Student Growth Goals and Goal Setting Template).
<p>Nov. 1st</p>	<p><u>Focused Evaluation (Appendix E)</u></p> <ul style="list-style-type: none"> • The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6). Subsequent years they will be evaluated on a Focused evaluation. • When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals will be developed by the teacher

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	with input from his or her evaluator. This will be completed by November 1st (see APPENDIX G Student Growth Goals and Goal Setting Template).
Nov. 1st	<p><u>Student Growth Goal Setting Template (Appendix G)</u></p> <ul style="list-style-type: none"> • See Student Growth Goal details above (under Comprehensive Evaluation and Focused Evaluation). • See Classroom Teacher Evaluation Procedures for more specific instruction regarding Student Growth Goal Setting.
	<p><u>Pre-Observation Communication</u></p> <ul style="list-style-type: none"> • Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
Within first 90 days for Provisional staff	<p><u>Observations (Appendix H)</u></p> <ul style="list-style-type: none"> • The total annual observation time must be at least sixty (60) minutes. • Each observation shall be a minimum of ten (10) minutes. • Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length. • Third year Provisional teachers must be observed three (3) times for total of ninety (90) minutes.
15 working days after observation	<p><u>Post-Observation Communication</u></p> <ul style="list-style-type: none"> • Following each observation or series of observations, the evaluator will: • Document and share the results of the observation in writing and make available using district technology. • The evaluator will share his/her observation report with the teacher within 15 working days. • The teacher may request a meeting to review the observation report if desired.
	<p><u>Artifacts & Evidence</u></p> <ul style="list-style-type: none"> • Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s).
December 15th to be notified of move to Comprehensive or Long Form	<p><u>Teachers at Risk of Being Rated Basic</u></p> <ul style="list-style-type: none"> • The teacher and Association will be notified when any teacher is being moved to Comprehensive or Long form no later than December 15th. • The teacher and Association will be notified when any teacher is on track to be judged basic or unsatisfactory prior to the end of January, or as soon as this determination is made.

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<p>End of January to be notified of being at risk for Basic/Unsat (for Comprehensive employees)</p>	<ul style="list-style-type: none"> When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development.
<p>April 15th – Comprehensive</p> <p>April 30th - Focused</p> <p>May 15th – Additional evidence</p>	<p><u>Preliminary Summative Communication</u></p> <ul style="list-style-type: none"> No later than April 15th for Comprehensive and April 30th for Focused, evaluators will communicate teachers’ preliminary performance ratings in each of the evaluated criteria areas. Teachers who desire may work with their evaluators to arrange for additional observation opportunities to supplement information for their final rating. Teachers may request additional observations within three (3) days of being informed of their preliminary performance rating, and have until May 15th to provide additional artifacts and evidence if they so choose.
<p>June 1st</p>	<p><u>Final Summative Communication</u></p> <ul style="list-style-type: none"> The evaluator will submit to the teacher a copy of the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

APPENDIX E.

COMPREHENSIVE & FOCUSED EVALUATION

INSTRUCTIONS: Please enter the **Criteria Score** for **EACH** criteria area. Comments are required from the evaluator in each criteria area. Enter **Student Growth Scores** on the Summary of Overall Ratings page.

Teacher:		Subject/Grade Level:		School Year:	
Evaluator:		School:		Date of Evaluation:	

<p>CRITERION 1: Centering instruction on high expectations for student achievement.</p> <ul style="list-style-type: none"> ● P1: Learning target(s) connected to standards ● P4: Communication of learning target(s) ● P5: Success criteria ● CEC2: Learning routines 	CRITERIA SCORE
COMMENTS (required if this is the chosen Focused criteria):	
<p>CRITERION 2: Demonstrating effective teaching practices.</p> <ul style="list-style-type: none"> ● SE1: Quality of questioning ● SE4: Opportunity and support for participation and meaning making ● SE5: Student talk ● CP5: Use of Scaffolds 	CRITERIA SCORE
COMMENTS (required if this is the chosen Focused criteria):	
<p>CRITERION 3: Recognizing individual student learning needs and developing strategies to address those needs.</p> <ul style="list-style-type: none"> ● SE2: Ownership of learning ● SE3: Capitalizing on students' strengths ● CP4: Differentiated instruction for students ● A4: Teacher use of formative assessments 	CRITERIA SCORE
COMMENTS (required if this is the chosen Focused criteria):	
<p>CRITERION 4: Providing clear and intentional focus on subject matter content and curriculum.</p> <ul style="list-style-type: none"> ● P2: Lessons connected to previous and future lessons, broader purpose and transferable skill 	CRITERIA SCORE

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<ul style="list-style-type: none"> ● P3: Design of performance task ● CP1: Alignment of instructional materials and tasks ● CP2: Teacher knowledge of content ● CP3: Discipline-specific teaching approaches 	
<p>COMMENTS (required if this is the chosen Focused criteria):</p>	
<p>CRITERION 5: Fostering and managing a safe, positive learning environment.</p> <ul style="list-style-type: none"> ● CEC1: Classroom arrangement and resources ● CEC3: Use of learning time ● CEC4: Student status ● CEC5: Norms for learning 	CRITERIA SCORE
<p>COMMENTS (required if this is the chosen Focused criteria):</p>	
<p>CRITERION 6: Using multiple student data elements to modify instruction and improve student learning.</p> <ul style="list-style-type: none"> ● A1: Student self-assessment ● A2: Student use of formative assessments over time ● A3: Quality of formative assessment methods ● A5: Collection systems for formative assessment data 	CRITERIA SCORE (1 to 4)
<p>COMMENTS (required if this is the chosen Focused criteria):</p>	
<p>CRITERION 7: Communicating and collaborating with parents and the school community.</p> <ul style="list-style-type: none"> ● PCC2: Communication and collaboration with parents and guardians ● PCC3: Communication within the school community about student progress 	CRITERIA SCORE (1 to 4)
<p>COMMENTS (required if this is the chosen Focused criteria):</p>	

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7. Communicating and collaborating with parents and the school community						
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning						
OVERALL TOTAL SCORE:						
FINAL SUMMATIVE RATING:						
Unsatisfactory (8-14)		Basic (15-21)		Proficient (22-28)		Distinguished (29-32)
STUDENT GROWTH IMPACT RATINGS						
SG 3.1	SG 3.2	SG 6.1	SG 6.2	SG 8.1	TOTAL SCORE:	
(total from above SG Ratings) STUDENT GROWTH TOTAL RATING:						
Low (5-12)		Average (13-17)		High (18-20)		

Overall Rating (select from below based upon above information):						
NOTE: A teacher with a summative rating of “D” and a “Low” Student Growth Impact Rating will receive a summative rating of “P”						
	Unsatisfactory		Basic		Proficient	Distinguished

Evaluator Comments (<i>required, add additional pages if necessary</i>):

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Teacher Comments (<i>optional, add additional pages if necessary</i>):

Evaluator (print):		Signature:		Date:	
Employee (print):		Signature:		Date:	

APPENDIX F.

EVALUATION OPTION FORM

Directions: Teachers and Certificated Support Employees will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive, Focused, Long Form, or Short Form evaluation process and who will be assigned as the evaluator.

Employee's Name:	
Building:	
Assignment:	
Evaluator:	
Date:	

This employee and administrator agree on the following evaluation option (checked):

<input type="checkbox"/>	Comprehensive – Provisional classroom teachers or continuing classroom teachers who must be evaluated on Comprehensive every six (6) years. <i>Exception – an evaluator may choose to place a continuing classroom teacher on Comprehensive for performance development reasons.</i>
<input type="checkbox"/>	Focused – Continuing classroom teacher who has been evaluated on Comprehensive. Must be moved to Comprehensive every six (6) years.
<input type="checkbox"/>	Long Form - Provisional certificated support employees (ESA's)
<input type="checkbox"/>	Short Form – Continuing certificated support employees (ESA's)
<input type="checkbox"/>	Professional Growth Plan (PGP) – Continuing certificated support employees (ESA's)

Evaluator's Signature:		Date:	
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EMPLOYEE INPUT BELOW THIS BOX

Employee Signature:		Date:	
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APPENDIX G.

STUDENT GROWTH GOALS

- **TEACHERS ON COMPREHENSIVE** – Write goals in all three areas (3, 6, and 8).
 - The goals may be nested (see example on next page) or they may be unrelated.
- **TEACHERS ON FOCUSED** –
 - When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals will be developed by the teacher with input from his or her evaluator. This will be completed by November 1st.

GENERAL PRINCIPLES FOR STUDENT GROWTH GOALS: TEACHERS

- The student learning goal is about a significant conceptual understanding that is in the WA state learning standards. It is a standard that inspires deep thinking for teachers and their students. It is something that students will still know, understand, and find meaning in, three to five years from now. It should be one of the eight to ten most important most important things students will learn in a teacher’s class this year.
- This goal exists at the unit level (several weeks of study).
- Students are involved in the assessment of their learning at the formative stages.
- Teachers explicitly seek information from students about how the students are experiencing the learning and use that information to modify their instruction.

NESTED GOALS (TEMPLATE)

3.1 Establish Student Growth Goals (individual or subgroups of students)

Between _____ and _____, all _____ students will increase _____ by _____ as measured by _____.

6.1 Establish Student Growth Goals using multiple student data elements (whole class based on grade-level standards and aligned to school goals)

Between _____ and _____, all _____ students will increase _____ by _____ as measured by _____.

8.1 Establish Team Student Growth Goals (teacher as part of a grade-level, content area, or other school/district team)

Between _____ and _____, all _____ students will increase _____ by _____ as measured by _____.

_____. The _____ team will use PLC time throughout the year to examine _____ and _____.

GOALS (Use this area to list goals if different than template above)

3.1 Establish Student Growth Goals (individual or subgroups of students)

6.1 Establish Student Growth Goals using multiple student data elements (whole class based on grade-level standards and aligned to school goals)

8.1 Establish Team Student Growth Goals (teacher as part of a grade-level, content area, or other school/district team)

EXAMPLE OF “NESTED” GOALS (WRITING)

3.1 Establish Student Growth Goals (individual or subgroups of students)

Goal – During the 3rd grade unit on Opinion Writing, addressing CCSS.ELA.LITERACY.W3.1, all ELL students will improve their scores by one performance level in three or more areas as measured by our writing rubric.

6.1 Establish Student Growth Goals using multiple student data elements (whole class based on grade-level standards and aligned to school goals)

Goal – During the third grade unit on Opinion Writing, addressing CSS.ELA.LITERACY.W3.1, all students in my class will improve their scores by one performance level in three or more areas as measured by our writing rubric.

8.1 Establish Team Student Growth Goals (teacher as part of a grade-level, content area, or other school/district team)

Goal – During the third grade unit on Opinion Writing, addressing CCS.ELA.LITERACY.W3.1, all students in the third grade will improve their scores by one performance level in three or more areas as measured by our writing rubric. The 3rd grade team will use PLC time each week to examine student work and calibrate expectations.

APPENDIX H.

OBSERVATION REPORT

Comprehensive & Focused

Employee's Name:				
Observer's Name:				
Dates of Observations:				
Class/Group/Work Observed:				
Time of Observation:				

CRITERION 1: Centering instruction on high expectations for student achievement.		Teacher/Student Evidence or Observation Notes			
P1	<u>Purpose:</u> Learning target(s) connected to standards				
P4	<u>Purpose:</u> Communication of learning target(s)				
P5	<u>Purpose:</u> Success criteria				
CEC2	<u>Classroom Environment & Culture:</u> Learning Routines				

CRITERION 2: Demonstrating effective teaching practices.		Teacher/Student Evidence or Observation Notes			
SE1	<u>Student Engagement:</u> Quality of questioning				
SE4	<u>Student Engagement:</u> Opportunity and support for participation and meaning making				

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SE5	<u>Student Engagement:</u> Student talk				
CP5	<u>Curriculum & Pedagogy:</u> Use of scaffolds				

CRITERION 3: Recognizing individual student learning needs and developing strategies to address those needs.		Teacher/Student Evidence Or Observation Notes			
SE2	<u>Student Engagement:</u> Ownership of learning				
SE3	<u>Student Engagement:</u> Capitalizing on students' strengths				
CP4	<u>Curriculum & Pedagogy:</u> Differentiated instruction for students				
A4	<u>Assessment for Student Learning:</u> Teacher use of formative assessments				

STUDENT GROWTH CRITERION 3:		Teacher/Student Evidence or Observation Notes			
SG3.1	<u>Student Growth 3.1:</u> Establish Student Growth Goal(s)				
SG3.2	<u>Student Growth 3.2:</u> Achievement of Student Growth Goal(s)				

CRITERION 4: Providing clear and intentional focus on subject matter content and curriculum.		Teacher/Student Evidence or Observation Notes			
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P2	<i>Purpose:</i> Lessons connected to previous and future lessons, broader purpose and transferable skill				
P3	<i>Purpose:</i> Design of performance task				
CP1	<i>Curriculum & Pedagogy:</i> Alignment of instructional materials and tasks				
CP2	<i>Curriculum & Pedagogy:</i> Teacher knowledge of content				
CP3	<i>Curriculum & Pedagogy:</i> Discipline-specific teaching approaches				

CRITERION 5: Fostering and managing a safe, positive learning environment		Teacher/Student Evidence or Observation Notes			
CEC1	<i>Classroom Environment & Culture:</i> Classroom arrangement and resources				
CEC3	<i>Classroom Environment & Culture:</i> Use of learning time				
CEC4	<i>Classroom Environment & Culture:</i> Student status				
CEC5	<i>Classroom Environment & Culture:</i> Norms for learning				

CRITERION 6: Using multiple student data elements to modify instruction and improve student learning.		Teacher/Student Evidence or Observation Notes			

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A1	<u>Assessment for Student Learning:</u> Student self-assessment				
A2	<u>Assessment for Student Learning:</u> Student use of formative assessments over time				
A3	<u>Assessment for Student Learning:</u> Quality of formative assessment methods				
A5	<u>Assessment for Student Learning:</u> Collection systems for formative assessment data				

STUDENT GROWTH CRITERION 6:		Teacher/Student Evidence or Observation Notes			
SG6.1	<u>Student Growth 6.1:</u> Establish Student Growth Goal(s)				
SG6.2	<u>Student Growth 6.2:</u> Achievement of Student Growth Goal(s)				

CRITERION 7: Communicating and collaborating with parents and the school community.		Teacher/Student Evidence or Observation Notes			
PCC2	<u>Professional Collaboration & Communication:</u> Communication and collaboration with parents and guardians				
PCC3	<u>Professional Collaboration & Communication:</u>				

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	Communication within school community about student progress				
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CRITERION 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning		Teacher/Student Evidence or Observation Notes			
PCC1	<u>Professional Collaboration & Communication</u> : Collaboration with peers and administrators to improve student learning				
PCC4	<u>Professional Collaboration & Communication</u> : Support of school, district, and state curricula, policies and initiatives				
PCC5	<u>Professional Collaboration & Communication</u> : Ethics and advocacy				
STUDENT GROWTH CRITERION 8:		Teacher/Student Evidence or Observation Notes			
SG8.1	<u>Student Growth 8.1</u> : Establish Student Growth Goal(s)				

Date of Post-Observation Communication: _____

Employee Signature:		Date:	
Observer's Signature:		Date:	

APPENDIX I.

**CERTIFICATED SUPPORT EMPLOYEE
PRE-PLANNED OBSERVATION FORM**

Employee's Name:	
Observer's Name:	
Date of Observation:	
Time/Period:	
Subject:	

What will your learning objective(s) be?

What will the learner do to provide evidence he/she has met the objective(s)?

What factors may have an adverse effect on the lesson?

Special techniques or other factors that should be brought to the observer's attention:

NOTE: The employee must complete and return this form to the observer no less than three (3) days prior to the observation or at the pre-observation conference.

APPENDIX J.

**CERTIFICATED SUPPORT EMPLOYEE
OBSERVATION REPORT**

Employee's Name:		
Observer's Name:		
Date of Observation:		
Class Observed:		
Group:		
Time of Observation:	From:	To:

Summary of Observation:

Date of Post-Observation Conference: _____

Employee Signature:		Date:	
Observer's Signature:		Date:	

NOTE: This completed form is to be delivered within three (3) days of the conference, which is to be held within five (5) days of the observation. Additional pages may be attached. Employee comments may be attached.

APPENDIX K.

**CERTIFICATED SUPPORT EMPLOYEE
EVALUATION CRITERIA**

1. **Knowledge and Scholarship in Special Field:** Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and the educational milieu grades K12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.
2. **Specialized Skills:** Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. **Management of Special and Technical Environment:** Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.
4. **The Support Employee as a Professional:** Each support employee shall demonstrated awareness of his/her limitations and strengths and shall demonstrate continued professional growth.
5. **Involvement in Assisting Pupils, Parents and Educational Personnel:** Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
6. **Professional Conduct:** The employee demonstrates professionalism through compliance with applicable rules and regulations of the State, the policies of the District and the procedures established within the buildings.

APPENDIX L.

CERTIFICATED SUPPORT EMPLOYEE

SHORT FORM

Employee's Name:	
Building:	
Evaluator:	
Dates of Observation:	
Date of Evaluation:	

Use of this form indicates that the following criteria have been satisfactorily met.

1. Instructional Skills:
2. Classroom Management:
3. Professional Preparation and Scholarship:
4. Effort Toward Improvement When Needed:
5. Handling Student Discipline:
6. Interest in Teaching Pupils:

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7. Knowledge of Subject Matter:
8. Professional Conduct:
COMMENTS (use additional sheets if necessary):

Employee Signature:		Date:	
Evaluator's Signature:		Date:	

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX M.

**CERTIFICATED SUPPORT EMPLOYEE
FINAL EVALUATION (LONG FORM)**

Employee's Name:	
School:	
Evaluator:	
Dates of Observation:	
Date of Conference:	
Date of Evaluation:	
Evaluation Period:	From: _____ To: _____

Directions: This report is to be completed at the end of the evaluation period. The report is to be discussed at the evaluation conference and then distributed as follows:

- One (1) copy to the employee being evaluated
- One (1) copy to be retained by the evaluator
- One (1) copy to the District office

<p>S = Satisfactory (Meets District Criteria)</p> <p>U = Unsatisfactory (Does not meet District Criteria)</p>

1. Knowledge and Scholarship in Special Field:	S	U
<p>a. The employee demonstrates a depth and breadth of knowledge of theory and content in the special field.</p> <p>b. The employee demonstrates an understanding of and knowledge about common school education and the educational milieu K-12.</p> <p>c. The employee demonstrates the ability to integrate the area of specialty into the total school milieu.</p>		

2. Specialized Skills:	S	U
<p>a. The employee demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.</p>		

3. Management of Special and Technical Environment:	S	U
<p>a. The employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.</p>		

4. The Support Employee as a Professional:	S	U
<p>a. The employee demonstrates awareness of his/her limitations and strengths and shall demonstrate continued professional growth.</p>		

5. Involvement in Assisting Pupils, Parents and Educational Personnel:	S	U
<p>a. The employee demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.</p>		

6. Professional Conduct:	S	U
<p>a. The employee demonstrates professionalism through compliance with applicable rules and regulations of the State, the policies of the District and the procedures established within the buildings.</p>		

COMMENTS (use additional sheets if necessary):

Observation Record (total of at least sixty (60) minutes required):

Date:		Class/Activity:		Length of Observation:	
Date:		Class/Activity:		Length of Observation:	
Date:		Class/Activity:		Length of Observation:	
Date:		Class/Activity:		Length of Observation:	

Employee Signature:		Date:	
Evaluator's Signature:		Date:	

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX N.

**CERTIFICATED SUPPORT EMPLOYEE
PROFESSIONAL GROWTH PLAN GOAL(S) STATEMENT**

Employee's Name:	
Year:	
School:	
Supervisor:	

- A. The Goal(s) of my Professional Growth Plan is (are):

- B. Expectations of others (colleagues, students, supervisors, etc.):

- C. In achieving my goal(s), I will evaluate my success by the following:

- D. Timelines:

Activity	Dates	Resources

- E. Summary of Outcomes:

The following paragraph(s) report the conclusions of my Professional Growth Plan (attach pages as necessary):

Employee Signature:		Date:	
---------------------	--	-------	--

APPENDIX O.

COLLABORATION/LATE START SUMMARY

Team/Group Name: _____ **Date:** _____

Group Members in Attendance	
1.	5.
2.	6.
3.	7.
4.	8.

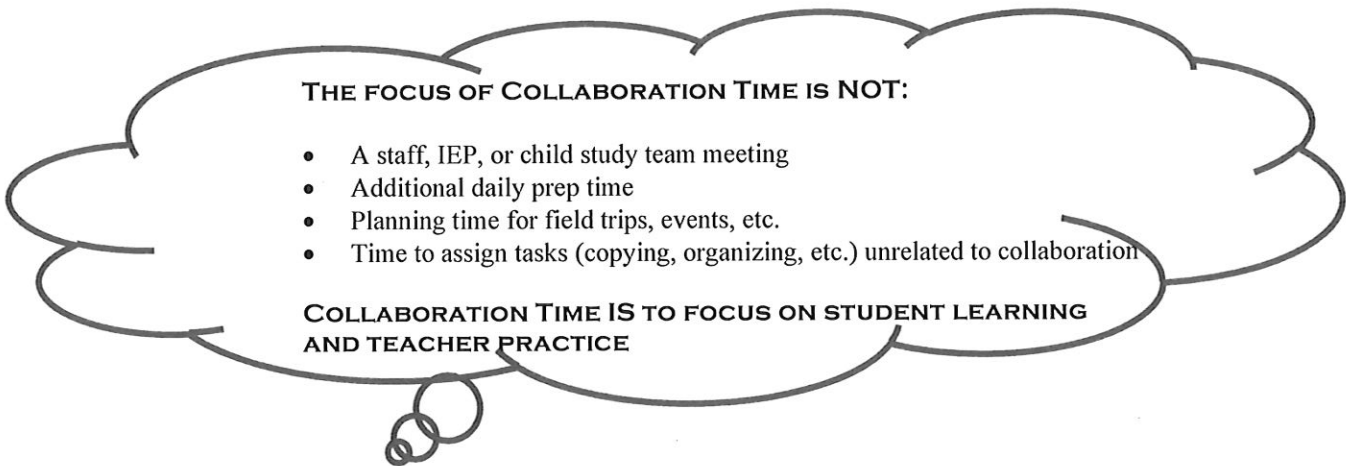
Summary of Today's Discussion:
Today our Discussion Focused on (see reverse for additional descriptors for the focus areas below):
<input type="checkbox"/> What do we want students to learn? <input type="checkbox"/> How will we know if they have learned it? <input type="checkbox"/> What will we do to help students when they have not learned this material? <input type="checkbox"/> What will we do to extend the learning for those students who already have learned the material?
Next Steps/Things We Need?
Implementation Responsibilities:
Next Meeting Date/Location?
Next Meeting Agenda Items:

COLLABORATION WORK:

This is the ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Collaborative teams work interdependently and in groups to create/review team norms, and to achieve goals for which members are mutually accountable, focusing on student learning and teacher practice.

COLLABORATION RELATED ACTIVITIES

<p>What do we want students to learn?</p> <ul style="list-style-type: none"> • Identifying essential learnings (power standards) • Curriculum alignment to standards • Aligning team goals to Schoolwide plan • Analyzing data to write SMART goals • Common syllabus development • Planning/reviewing pacing guide • Collaborative unit/lesson planning
<p>How will we know if they have learned it?</p> <ul style="list-style-type: none"> • Creating common assessment? (summative and formative) • Sharing data from common assessments • Collaboratively analyzing data • Collaborative analyzing actual student work • Reflection and monitoring of progress towards SMART goals • Collaboratively scoring of student work • Creating, revising rubrics and assessment scales
<p>What will we do to help students when they have not learned the material?</p> <ul style="list-style-type: none"> • Intervention analysis and planning • Sharing strategies related to common assessment results (what worked/did not work based on results) • Collaborative planning based on results of common assessments • Action research and inquiry learning (what have others tried; what are the results?) • Sharing best instructional practices • Book reads or other research
<p>What will we do to extend the learning for those students who already have learned the material?</p> <ul style="list-style-type: none"> • Collaboratively plan of extension activities and groupings • Action research (research what others have tried, plan it, try it, evaluate effectiveness) • Sharing best instructional practices • Plan instruction differentiation



APPENDIX P.

**MENTOR ASSISTANCE PROGRAM
EVALUATION FORM**

Directions: Indicate the work completed in each of the four (4) areas described below. Submit completed form to building/district administrator for approval.

Employee's Name:	
Building:	
Short Term/Long Term Mentor (indicate which):	
Employee Mentored:	

Mentors and employees shall complete this prior to the Mentors receiving their stipend as defined in Appendix B.

Expectations:

- a. Mentors and employees shall meet for one half (1/2) day prior to school starting to review classroom expectations, building procedures, grade book software, etc.

Did you meet with your mentee to review classroom expectations, building procedures, grade books, software, etc?

- Yes
 No

- b. Long Term Mentors and employees shall meet at least once weekly throughout the year. Short Term Mentors and employees shall meet at least once weekly throughout the first semester.

Did you complete the required meetings?

- Yes
 No

- c. Mentors and employees shall be released to observe each other's instructional practice three (3) times per year for beginning employees, and one (1) time per year for experienced employees. These release days shall be one half (1/2) day.

List the dates of observations occurred:

-
-
-

- d. List 3-5 topics you discussed with your mentee during the months you worked together:

-
-
-
-
-

Submit completed form to Human Resources for payment on next scheduled payroll.

Employee's Signature:		Date:	
Administrator Signature:		Date:	

APPENDIX Q.

GRIEVANCE FORM

Name of Grievant:	
Date:	
Assignment:	
Building:	
Person to Whom the Grievance is Submitted:	

Specific Contract Article, or District Rule or Policy Violated:

Basis for the Grievance (state how the specific article was violated):

Date Violation Occurred:
Date Grievant Became Aware of Violation:
Remedy Sought:

Signature of Grievant: _____

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent's Designee and the Association President. Keep one (1) copy.

APPENDIX R.

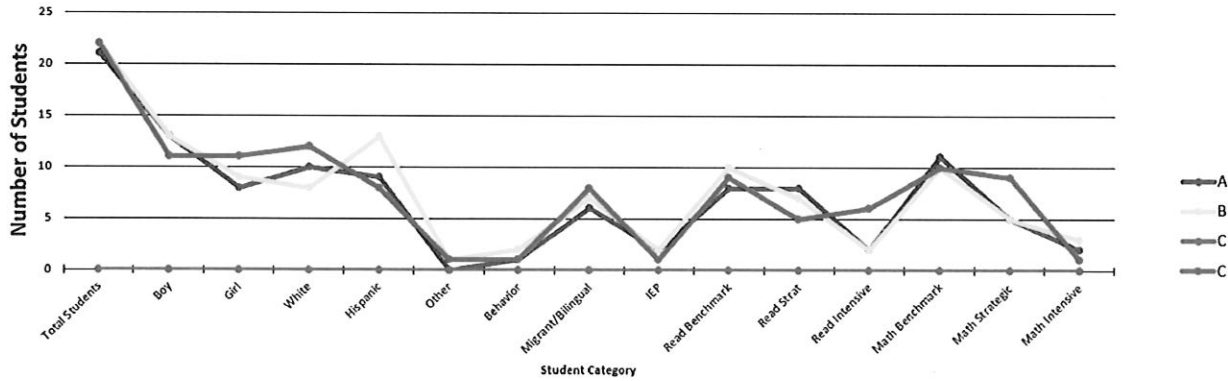
Elementary Student Placement Card																				
STUDENT NAME:																				
GRADE:	Kindergarten			First			Second			Third			Fourth							
TEACHER NAME:																				
Fluency (ORF, K-CLS) include #	B _ S _ I			B _ S _ I			B _ S _ I			B _ S _ I			B _ S _ I							
STAR	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1
ELA SBA, if applic																				
STAR EL, if applic	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1
Math	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1	4	3	2	1
Math SBA, if applic																				
Behavior Scale:	Based on Student Risk Screening Scale (High Risk, Moderate Risk, Low Risk)																			
Behavior: Internal <small>(Focus/Motivation)</small>	H	M	L		H	M	L		H	M	L		H	M	L		H	M	L	
Behavior: External <small>(Defiance, Disrespect, etc.)</small>	H	M	L		H	M	L		H	M	L		H	M	L		H	M	L	
Independent Skills <small>Behavior Plan: Individual Plan, attach copy</small>	Yes	No			Yes	No			Yes	No			Yes	No			Yes	No		
Special Programs	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group	Bilingual IEP (academic) 504 Highly Capable Tier 3 Intervention Speech Guidance Team Counselor/Social Group								
Separate student from:																				
Keep student with:																				
Health Issues:	Yes	No			Yes	No			Yes	No			Yes	No			Yes	No		
Concerns:	See comments below			See comments below			See comments below			See comments below			See comments below							
Room Assignments:																				
COMMENTS:																				
K																				
1																				
2																				
3																				
4																				

APPENDIX S.

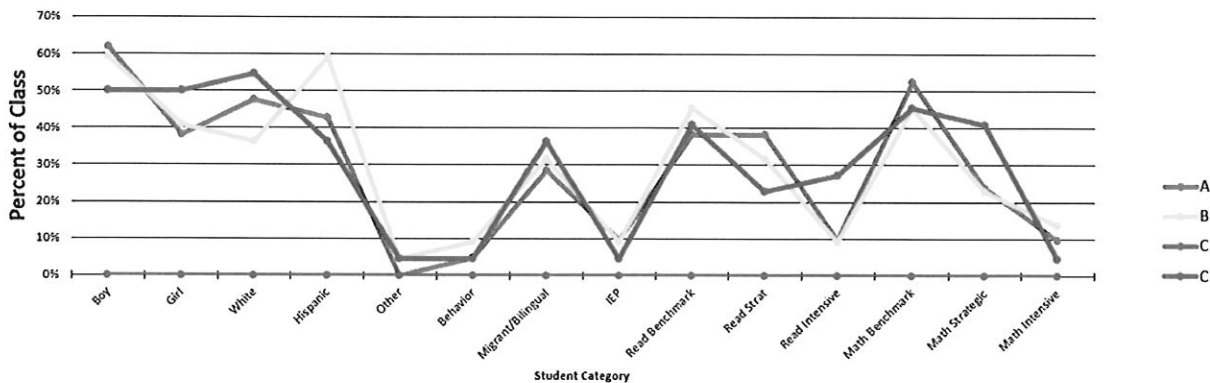
STUDENT PLACEMENT SPREADSHEET SAMPLE
(CLASSROOM BALANCE)

Student Name	Gender		Ethnicity			Special			Reading			Math			Total Students 21	Comments
	Boy	Girl	White	Hisp	Other	Behav	MI/Bil	IEP	Bench	Strat	Int	Bench	Strat	Int		
Student Name	12	9	11	9	1	1	7	2	10	6	6	8	10	2		
1			1							1		1				cries often for little things
		1	1						1			1				tardy everyday, accidents not w/Kolton
1			1						1			1				great helper, drifts around room
1			1						1				1			not w/Daniel H or Landon B
		1		1			1		1					1		MAGGY
1			1						1	1				1		avoids work, wanders, no personal space
		1	1									1				
1				1							1					not w/Sophia K. stubborn, counselor
1			1			1					1			1		new in March, retained in Enliel, low, tries hard
1			1					1			1					came in Jan. missed most of K
1			1					1			1				1	1:1 para autistic
1				1			1		1			1				quiet
		1	1						1			1				quiet girl great student
1				1			1	1			1			1		reads little at home
1				1	1		1	1			1			1		tries hard sweet speech IEP
1				1			1				1			1		not w/ Noeleni (cousin)
1				1												
		1		1			1		1					1		little effort, stubborn
		1	1						1			1				excellent

Class Comparisons - Number of Students



Class Comparisons - Percentages



APPENDIX T.

VARIANCE REQUEST FORM

ESD/EEA Site Council Guidelines and Requirements:

The Site Council shall submit this form to both the Human Resources Director and the EEA President. Such variances, if granted, are:

- Not precedent setting
- Building or site specific
- Temporary, automatically being rescinded on the last day of the school year or other agreed to time-frame, unless specifically extended by mutual agreement between the Association and the District.

Sites are required to report to the District and the Association the implications, successes, and failures based upon these variances.

School:	
Site Council Chair:	
Date Submitted:	

On the reverse of this form, and/or on any necessary additional sheets, explain your variance request.

1. What contract section(s), management procedure(s), and/or Board policy(s) are you requesting variance from?
2. What is the specific variance you are requesting?
3. What is the rationale for the variance you are requesting? That is, what is the improvement in student learning you expect to see as a result of the variance being granted?
4. How will you evaluate the success or failure of your proposed variance?
5. What effect(s) will the granting of your variance have on the operation(s) of other grade levels, other buildings, the District as a whole, and/or the community?
6. What decision making procedure did you follow in preparing your variance request? That is, did the staff come to consensus or did they vote? If there was a vote taken, what was the yes/no tally?

APPENDIX U.

**MEMO OF UNDERSTANDING
AUGUST 11, 2023**

The Parties agree that, due to the complex nature of the 2023 bargain, the following topics discussed beginning in Spring 2024 will need further review and discussion in Spring 2024. Therefore, the following topics will be discussed:

1. **Overload:** Bridge Classes at the secondary level.
2. **Student Growth Goals:** Updates to Student Growth Goals identified by OSPI that would be implemented during the contract duration.
3. **PLC:** Facilitation and impacts of PLC days.
4. **Professional Development:** Review the impacts of moving to a supplemental contract for District, Building and State days and allowing employees to use appropriate time off.