

Eastmont Education Association
and
Eastmont School District

Collective Bargaining Agreement

September 1, 2018 – August 31, 2020

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Eastmont Education Association and Eastmont School District

Collective Bargaining Agreement

Preamble

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

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Article I. Administration

Section A. Definitions

8

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

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

16 Section B. Recognition

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

28 Section C. Status of Agreement

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

40 Section D. Conformity to Law

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

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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 agreement
12 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) shall
24 have the exclusive right of automatic payroll deduction of membership dues, assessments, and fees
25 for employees.
- 26 2. **Member:** Upon receipt of written authorization, the District shall deduct an amount equal to the
27 fees and dues required for membership in the Association, including Local, UniServ, Washington
28 Education Association (WEA) and the National Education Association (NEA). The dues deduction
29 form and authorization shall continue in effect from year to year, unless withdrawn as per the
30 process on the membership form.
31 The Association shall submit a copy of each automatic payroll authorization (APA) to the District
32 office for processing. A table of prorated annual dues, assessment, and fees shall be supplied to the
33 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 with
35 advance notice of at least thirty (30) business days concerning any change in dues, assessments or
36 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.

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

39 Section E. No Strike, No Lockout

40 There shall be no strikes or other concerted economic actions by the Association; neither shall there be
41 any lockout by the District over any of the locally determined terms and conditions of the Agreement.
42 It shall not be a violation of this Agreement, nor shall any employee be disciplined or discriminated

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1 against for refusing to cross any lawful school employee picket line in the course of performing his/her
2 duties. The Association shall not honor picket lines of non-school employee groups at school facilities
3 or at school sponsored events.

4 *ARTICLE III. EMPLOYEE RIGHTS*

5 Section A. Rights of Law

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

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

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

17 Section B. Non-Discrimination

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

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

28 Section C. Employee Files

- 29 1. **Right to Inspect and Attach Comment:** Employees and former employees shall have the right to
30 inspect all contents of their own District personnel files. An AR shall, at the employee's request,
31 accompany the employee in this review. Employees shall be given the opportunity to attach written
32 comments to any material(s) contained in their files. Employees with derogatory materials or
33 unsatisfactory evaluations in their files shall have the right to complete an inventory form specifying
34 the contents of their file which the employee and the Superintendent shall verify by signature.
- 35 2. **Contents:** Each employee's personnel file shall contain the following minimum items: application
36 materials, evaluation reports, annual contracts, certificates and endorsements, and a transcript of
37 academic records.
- 38 3. **Location:** The District shall maintain the employee's personnel file at the District Office.

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- 1 4. **Derogatory Materials:** No derogatory material from any source shall be placed in the personnel file
2 without written notice to the employee within twenty (20) days after receipt by the District.
3 Notification shall not be necessary for material that has been received or acknowledged by the
4 employee. Materials related to evaluation and probation shall not be considered derogatory
5 materials for purposes of this Section.

6 Section D. Due Process and Just Cause

7 1. **Definitions:**

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

- 11 2. **Just Cause:** No employee shall be formally disciplined or deprived of any professional advantage
12 without just cause.

- 13 3. **Written Grounds:** The basis for any formal disciplinary action against an employee shall be made
14 available to the employee, in writing, at or before the time formal disciplinary action is taken.

- 15 4. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witness(es) and
16 accuser(s).

- 17 5. **Association Representation:** In the event disciplinary action is to be taken, the employee shall be
18 advised, in writing, of the right to Association representation under this provision prior to the action
19 being taken. When a request for such representation is made, action shall be taken with respect to
20 the employee only after such AR has been afforded a reasonable opportunity to be present.

- 21 6. **Privacy and Confidentiality:** All disciplinary actions or corrective discussions with an employee by
22 the District shall be held in private and in confidence.

- 23 7. **Complaints Against Employees:** Any complaint made against an employee shall be promptly
24 relayed to the employee whenever possible.

25 Section E. Assignment and Transfer

- 26 1. **Notice of Assignment:** Employees shall be notified on May 30, or as soon as possible thereafter, of
27 any changes in their programs and schedules for the ensuing school year, including teaching and
28 any special assignments. Secondary employees shall be notified as soon as possible prior to the next
29 grading period of any changes in their programs and schedules.

30 2. **Eligibility to Transfer:**

- 31 a. Employees are not eligible to transfer if they have received an Unsatisfactory (1) or Basic (2)
32 rating on their most recent evaluation.
- 33 b. Employees are only eligible to transfer one (1) time during a recruiting/hiring period (spring
34 and summer prior to the new school year).

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

36 a. **Open Positions:**

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

41 b. **Postings:**

- 42 i. **In-Building:** In-building positions will be posted via e-mail to all building staff for
43 three (3) days. Human Resources and the EEA President will be copied in on initial

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1 in-building e-mail. In-building employee movement will take place prior to posting
2 to in-district employees or external candidates.

3 **ii. In-District/External:**

- 4 1) In order to notify current district employees of open positions, while still
5 maintaining the ability to timely recruit external candidates, positions will be
6 posted concurrently, both inside and outside of the District.
7 2) Positions will be posted for five (5) days to in-district employees and external
8 candidates.
9 3) Following the last day of school each year this posting period will be
10 shortened to three (3) days.

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

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

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

- 30 i. **Voluntary Transfer:** Interested District employees shall apply on-line by the posted
31 deadline.
32 ii. **Involuntary Transfer:** The District may move staff in-District when educationally
33 necessary. Verbal notice of involuntary transfer shall be followed up via e-mail
34 within five (5) days, citing the educational necessity of the transfer.
35 iii. **Selection:** All open positions shall be filled by the best qualified candidate within
36 the District based upon the posted qualifications for the position. Priority will be
37 given to current, qualified employees. If qualifications are determined to be
38 substantially equal, the senior employee shall be given preference.

39 **e. External Postings/Selection:** External candidates will only be considered for open positions
40 that exist after in-building and in-District transfers have taken place. Current District
41 employees that have not expressed interest during the In-Building and In-District selection
42 process will be given preference over external applicants if equally qualified.

- 43 i. **Selection:** All open positions shall be filled by the best qualified candidate based
44 upon the posted qualifications for the position. If qualifications are determined to be
45 substantially equal, the senior employee shall be given preference.

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1 f. **Supplemental Contract Positions:** In the event the District is not awarding a supplemental
2 contract included in this Agreement to the same person who held the position for the
3 preceding school year and the position is posted, the District shall give first consideration for
4 filling such position(s) to qualified applying employees.

5 4. **Transfer Caused by Construction:** Staff required to transfer from their assignment will have the
6 right of first refusal to their original assignment, if it still exists, or to a comparable assignment at the
7 completion of construction.

8 5. **Pay for Involuntary Transfers:** Employees involuntarily transferred inside or outside of their
9 building for any reason shall be paid one (1) per diem day. Employees transferred during the school
10 year will be provided three (3) substitute release days.

11 Section F. Employee Protection

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

16 2. **Legal Assistance:** Legal counsel shall be provided, through District insurance, to any employee
17 against whom a lawsuit is initiated, provided such employee at the time of the act or omission
18 complained of was acting within the scope of his/her employment or under the direction of the
19 District.

20 3. **Loss of Property:** The District shall provide insurance coverage to cover the costs of loss of property
21 sustained in the scope of employment as required by RCW 28A.400.370. Said insurance shall cover
22 the full replacement value of the loss of property and shall be at zero deductible to the employee.

23 4. **Absence Due to On-The-Job Injury:** When an employee is injured on the job and is unable to
24 perform his/her duties as a result of an on-the-job injury or occupational disease or illness, and is
25 certified off work by a doctor, the employee may elect to use leave as follows:

26 a. Choose unpaid leave, receiving only his/her entitled worker's compensation benefit payment
27 from the District's industrial insurance provider; or

28 b. Elect to use a full day of accumulated leave (sick or personal) in addition to their entitled
29 worker's compensation benefits; or

30 c. Elect to use a proportionate share of accumulated leave to make up the difference between
31 the workers' compensation payments and the employee's regular pay at the time of injury.

32 5. **Professional Liability:** The District shall hold the employees harmless and defend from any
33 financial loss, including reasonable attorney's fees, for any actions arising out of any claim, demand,
34 suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within
35 or without District buildings, provided the employee, at the time of the act or omission complained
36 of, was acting within the scope of his/her employment or under the direction of the District.

37 6. **Protection Description:** A brief synopsis of the District's liability and personal property policies
38 shall be provided upon request of the Association. Such a policy shall continue during the life of
39 this Agreement.

40 Section G. Physical Security for Employees

41 1. **Use of Force:** An employee, while acting within the course of his/her duties, may use such force as
42 is reasonable and necessary to maintain order; protect him/herself; prevent a student from harming
43 him/herself, other students, school staff, and other persons or property.

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- 1 2. **Information to Employees:** The District shall make every reasonable effort to inform each employee
2 who has the need to know concerning any student or student's family member who has a consistent
3 and/or unusually violent history. The District shall provide this information in a timely fashion
4 based upon any written records that the District maintains or which it receives from a law
5 enforcement agency.
- 6 3. **Restraint:** An employee may restrain a student when it is essential for self-defense or for the
7 protection of other persons or property.
- 8 4. **Emergency Procedures:** Each worksite shall develop and communicate to employees emergency
9 procedures concerning physical security for employees and students.
- 10 5. **Cooperation with Law Enforcement:** In the interest of employee safety, the District shall cooperate
11 with law enforcement agencies. Supervisors, when appropriate, shall request assistance from law
12 enforcement agencies.

13 Section H. Privacy

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

17 Section I. Harassment

18 1. **Definitions:**

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

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- 1 both cases, the Superintendent shall specify the nature of permitted contact and non-
2 contact.
- 3 iii. **Transfer Implications:** Where sexual harassment has been established and the
4 employer finds it necessary to separate, by means of transfer, two (2) employees, or
5 separate the employee and a supervisor, the employee who is harassed shall not be
6 transferred against his/her will.
- 7 iv. **Confidential:** Complaints regarding alleged sexual harassment shall be dealt with in
8 confidence, based upon a “need to know.”

9 Section J. Test Protection

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

14 Section K. Social Media

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

33 **ARTICLE IV. CLASSROOM TEACHER EVALUATION**

34 Section A. Introduction

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

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

4 Section B. Definitions

- 5 1. "Artifacts" shall mean any products generated, developed, or used by a classroom teacher during
6 the course of instruction. Artifacts should arise naturally from classroom instruction or practices
7 and should not be created specifically for the evaluation system or at the direction of the evaluator.
8 Additionally, tools or forms used in the evaluation process may be considered as artifacts. NOTE: It
9 is recommended that artifacts will be minimally necessary as artifacts can be gathered through the
10 observation process.
- 11 2. "Criteria" shall mean the eight (8) state defined categories to be scored.
- 12 3. "Criterion" shall mean one (1) of the eight (8) state defined categories to be scored.
- 13 4. "Classroom Teacher" shall mean a certificated employee who provides academically focused
14 instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated
15 annually using either a Comprehensive or Focused evaluation.
- 16 5. "Evaluator" shall mean a certificated administrator who has been trained in observation,
17 evaluation, and the use of the specific instructional framework, the rubrics contained in this
18 agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by
19 providing support and resources.
- 20 6. "Evidence" shall mean examples or observable practices of the teacher's ability and skill in relation
21 to the instructional framework criteria. Evidence should be gathered from the normal course of the
22 essential functions of the job and evaluation criteria. Evidence collection is not intended to be a
23 professional portfolio but rather a sampling of observed practices and/or data to inform the decision
24 about level of performance. NOTE: It is recommended that evidence will be minimally necessary as
25 most evidence should be gathered through the observation process.
- 26 7. "Instructional Framework" shall mean the adopted evidence-based instructional framework
27 developed by the University of Washington's CEL, known as the CEL 5D+.
- 28 8. "Observe or Observation" means the gathering of evidence made through classroom visits, other
29 visits, work samples, or conversations that allow for the gathering of evidence of the performance of
30 assigned duties for the purpose of examining evidence over time against the instructional
31 framework rubrics pursuant to this section.
- 32 9. "Provisional Teacher" means a teacher meeting one of three categories:
 - 33 a. New to teaching. Brand new teachers are provisional for their first three (3) years in the District.
 - 34 b. New to the District, but with experience from a state other than Washington, or teaching in a private
35 and/or charter school. These teachers are similarly provisional for their first three (3) years with the
36 District.
 - 37 c. New to the District, but with two (2) or more continuous years teaching experience in one (1) district
38 within Washington are provisional only for their first year with the District.
- 39 10. "Student Growth Data" shall mean the change in student growth between two points in time
40 within the current school year. Assessments used to demonstrate growth must predominately
41 originate at the classroom level and be initiated by the classroom teacher. Assessments used to
42 demonstrate growth must be appropriate, relevant, and may include both formative and summative
43 measures.
- 44 11. "Not Satisfactory" shall mean:

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- 1 a. **Level 1:** Unsatisfactory – Receiving a summative score of “1” or “Unsatisfactory” is not
2 considered satisfactory performance for any teacher.
- 3 b. **Level 2:** Basic – If the classroom teacher is on a continuing contract with more than five (5)
4 years of teaching experience and if a summative score of “2” or “Basic” has been received
5 two (2) years in a row or during two (2) out of three consecutive years, the teacher is not
6 considered to be performing at satisfactory level.

7 Section C. Comprehensive Evaluation (APPENDIX E)

8 The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that
9 requires teachers to be evaluated on the eight (8) state criteria. A teacher shall remain on
10 Comprehensive for their first four (4) years with the District prior to moving to a Focused evaluation.
11 After that, a teacher must complete a Comprehensive evaluation once every four (4) years. Subsequent
12 years they will be evaluated on a Focused evaluation.

- 13 1. **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be
14 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the
15 evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant
16 information regarding the evaluation tool used for observation and evaluation purposes.
17 (APPENDIX F).
- 18 2. **Student Growth Goal Setting:** (APPENDIX G)
 - 19 a. The teacher who is on a Comprehensive evaluation will select student growth goal(s) for SG
20 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and
21 may be interrelated or ‘nested.’ This will be completed by November 1st.
 - 22 b. Student data that measures growth between two points in time within the current school
23 year shall be used to calculate a teacher’s student growth score.
 - 24 c. The District will make available and support work during PLC time for all teachers on a
25 Focused or Comprehensive evaluation to engage in activities that support the work of a
26 “Cycle of Inquiry” that may be used to satisfy the student growth requirement defined in
27 Criteria 3, 6 and 8.
- 28 3. **Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be given the
29 opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
- 30 4. **Observations:** (APPENDIX H)
 - 31 a. The total annual observation time must be at least sixty (60) minutes. Each observation shall
32 be a minimum of ten (10) minutes, with Provisional teachers as an exception noted below.
 - 33 b. Provisional teachers shall be observed at least once during the first ninety (90) calendar days
34 of his/her employment period. This observation must be scheduled and must be a minimum
35 of thirty (30) minutes in length.
 - 36 c. The District may offer a continuing contract to provisional employees after two (2) years of
37 evaluations that are Proficient (3) or Distinguished (4).
 - 38 d. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be
39 observed at least three (3) times in the performance of his or her duties. The total
40 observation time for the school year for a third year provisional teacher shall not be less than
41 ninety (90) minutes.
- 42 5. **Post-Observation Communication:**
 - 43 a. Following each observation or series of observations, the evaluator will:

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- 1 i. Document and share the results of the observation in writing or by using the
- 2 applicable web-based evaluation tool. The evaluator will share his/her observation
- 3 report with the teacher within 15 working days.
- 4 ii. The teacher may request a meeting to review the observation report if desired.
- 5 iii. If a teacher is at risk of being rated Basic (2) or below, the evaluator must schedule a
- 6 time to meet with the teacher after the observation(s) to review concerns before the
- 7 end of the first semester.
- 8 6. **Preliminary Summative Communication:** No later than April 15th evaluators will communicate
- 9 teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers who
- 10 desire may work with his/her evaluators to arrange for additional observation opportunities to
- 11 supplement information for his/her final rating. Teachers have until May 15th to request additional
- 12 observations and/or to provide additional artifacts and evidence if they so choose.
- 13 7. **Final Summative Communication:**
- 14 a. The evaluator will submit to the teacher a copy of the final evaluation no later than June 1st.
- 15 Either party may request a meeting to review the evaluation.
- 16 b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given
- 17 a copy.

18 Section D. Focused Evaluation (APPENDIX E)

19 The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires
20 teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher becomes eligible for Focused
21 evaluation after being evaluated on a Comprehensive evaluation their first four (4) years in the District.
22 Thereafter, a teacher must complete a Comprehensive evaluation once every four (4) years.
23 Subsequent years they will be evaluated on a Focused evaluation.

- 24 1. **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be
- 25 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the
- 26 evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant
- 27 information regarding the evaluation tool used for observation and evaluation purposes.
- 28 (APPENDIX F).
- 29 2. A summative score is determined using the most recent comprehensive summative evaluation score.
- 30 This score becomes the focused summative evaluation score for any of the subsequent years
- 31 following the comprehensive summative evaluation in which the certificated classroom teacher is
- 32 placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the
- 33 chosen focused criterion, a level 4 (Distinguished) score may be assigned by the evaluator.
- 34 3. **Student Growth Goal Setting:** (APPENDIX G)
- 35 a. When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student
- 36 growth components within their chosen criterion only. When the teacher selects Criterion 1,
- 37 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1).
- 38 Student Growth Goals will be developed by the teacher with input from his or her evaluator.
- 39 This will be completed by November 1st.
- 40 b. Student data that measures growth between two points in time within the current school
- 41 year shall be used to calculate a teacher's student growth score.
- 42 c. The District will make available and support work during PLC time for all teachers on a
- 43 Focused or Comprehensive evaluation to engage in activities that support the work of a

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- 1 "Cycle of Inquiry" that may be used to satisfy the student growth requirement defined in
2 Criteria 3, 6 or 8.
- 3 4. **Pre-Observation Communication:** Prior to any scheduled observation, the teacher will be given the
4 opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
- 5 5. **Observations:** (APPENDIX H) The total annual observation time must be at least sixty (60) minutes.
6 School districts must ensure that all classroom teachers are observed for the purposes of focused
7 evaluation at least twice each school year in the performance of their assigned duties. As
8 appropriate, the evaluation of the certificated classroom teacher may include the observation of
9 duties that occur outside of the classroom setting. Each observation shall be a minimum of ten (10)
10 minutes.
- 11 6. **Post-Observation Communication:**
- 12 a. Following each observation or series of observations, the evaluator will:
- 13 i. Document and share the results of the observation in writing or by using the
14 applicable web-based evaluation tool. The evaluator will share his/her observation
15 report with the teacher within 15 working days.
- 16 ii. The teacher may request a meeting to review the observation report if desired.
- 17 b. Each classroom teacher will have the opportunity to submit artifacts or evidence to support
18 his/her performance at any time after the observation(s).
- 19 c. Should an evaluator determine that a teacher on a Focused evaluation should be moved to a
20 Comprehensive evaluation for that school year, the teacher must be informed of this decision
21 in writing at any time on or before December 15.
- 22 7. **Preliminary Summative Communication:** No later than April 30th evaluators will communicate
23 teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers may
24 work with their evaluators to arrange for additional observation opportunities to supplement
25 information for their final ratings. Teachers may request additional observations within three (3)
26 days of being informed of their preliminary performance rating, and have until May 15th to provide
27 additional artifacts and evidence if they so choose.
- 28 8. **Final Summative Evaluation Communication:**
- 29 a. The evaluator will submit to the teacher a copy of the final evaluation no later than June 1st.
30 Either party may request a meeting to review the evaluation.
- 31 b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given
32 a copy.

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

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

38 Section F. Additional Support for Provisional Teachers

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

- 42 1. A completed Comprehensive evaluation conducted in accordance with Section C above;

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- 1 2. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in
- 2 improving his/her performance;
- 3 3. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies.

4 Section G. Probation

- 5 1. At any time after October 15th, a continuing employee, being evaluated on a Comprehensive
- 6 evaluation, whose work is judged not satisfactory based on CEL 5D+ instructional framework
- 7 evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a
- 8 reasonable program for improvement. For teachers who have been transitioned to the new
- 9 evaluation system, "not satisfactory" is defined in Section B., sub-section 11 of this Article.
- 10 2. A probationary period of sixty school days shall be established for teachers deemed not satisfactory.
- 11 Days may be added if deemed necessary to complete a program for improvement and evaluate the
- 12 probationer's performance, as long as the probationary period is concluded before May 15th of the
- 13 same school year. The probationary period may be extended into the following school year if the
- 14 probationer has five (5) or more years of teaching experience and has a comprehensive summative
- 15 evaluation performance rating of less than Level 2 as of May 15th.
- 16 3. The establishment of a probationary period does not adversely affect the contract status of an
- 17 employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to
- 18 give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The
- 19 establishment of the probationary period and the giving of the notice to the employee of deficiency
- 20 shall be by the school district superintendent and need not be submitted to the board of directors for
- 21 approval.
- 22 4. During the probationary period the evaluator shall meet with the employee at least twice monthly to
- 23 supervise and make a written evaluation of the progress, if any, made by the employee. The
- 24 evaluator may authorize one additional certificated employee to evaluate the probationer and to aid
- 25 the employee in improving his or her areas of deficiency. Should the evaluator not authorize such
- 26 additional evaluator, the probationer may request that an additional certificated employee evaluator
- 27 become part of the probationary process and this request must be implemented by including an
- 28 additional experienced evaluator assigned by the Educational Service District in which the school
- 29 district is located. This person shall be selected from a list of evaluation specialists compiled by the
- 30 Educational Service District. Such additional certificated employee shall be immune from any civil
- 31 liability that might otherwise be incurred or imposed with regard to the good faith performance of
- 32 such evaluation. The Association may elect to bring in an outside professional to observe, advise,
- 33 and assist the teacher while on probation.
- 34 5. During the period of probation, the employee may not be transferred from the supervision of the
- 35 original evaluator. Improvement of performance or probable cause for nonrenewal must occur and
- 36 be documented by the original evaluator before any consideration of a request for transfer or
- 37 reassignment as contemplated by either the individual or the school district.
- 38 6. If a minor procedural error occurs in the implementation of a program for improvement, the error
- 39 does not invalidate the probationer's plan for improvement or evaluation activities unless the error
- 40 materially affects the effectiveness of the plan or the ability to evaluate the probationer's
- 41 performance.
- 42 7. The probationer must be removed from probation if he or she has demonstrated improvement to the
- 43 satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of
- 44 deficiency and subsequent detailed in his or her program for improvement. A classroom teacher

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1 who has been transitioned to the revised evaluation system pursuant to the District implementation
 2 schedule adopted by the board must be removed from probation if he or she has demonstrated
 3 improvement that results in a new comprehensive summative evaluation performance rating of
 4 Level 2 or above for a continuing contract employee with five (5) or fewer years of experience, or of
 5 a Level 3 or above for a continuing contract employee with more than five (5) years of experience.

- 6 8. Lack of necessary improvement during the established probationary period, as specifically
 7 documented in writing with notification to the probationer constitutes grounds for a finding of
 8 probable cause for termination under RCW 28A.405.300 or 28A.405.210.
- 9 9. When a continuing contract employee with five (5) or more years of experience receives a
 10 comprehensive summative evaluation performance rating of Level 1 for two (2) consecutive years,
 11 the school district shall, within ten (10) days of the completion of the second summative
 12 comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification
 13 of discharge as provided in RCW 28A.405.300.
- 14 10. Immediately following the completion of a probationary period that does not produce performance
 15 changes detailed in the initial notice of deficiencies and program for improvement, the employee
 16 may be removed from his or her assignment and placed into an alternative assignment for the
 17 remainder of the school year. This reassignment may not displace another employee nor may it
 18 adversely affect the probationary employee's compensation or benefits for the remainder of the
 19 employee's contract year. If such reassignment is not possible, the District may, at its option, place
 20 the employee on paid leave for the balance of the contract term.
- 21 11. Not applicable to Provisional Employees: the probation requirements do not apply to Provisional
 22 employees. Provisional employees do not have access to probation.

23 Section H. State Criteria and Scoring

24 1. **State Evaluation Criteria:**

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

- 36 2. **Summative Performance Rating for Comprehensive Evaluation:** A classroom teacher shall receive
 37 a summative performance rating for each of the eight (8) state evaluation criteria. The overall
 38 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

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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

4. **Impact of Low Student Growth Score:** A student growth score of “1” in any of the student 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 growth impact rating. A classroom teacher with a preliminary rating of Distinguished (4) and with a low student growth rating will not receive an overall rating of higher than Proficient (3).

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

5. **Student Growth Inquiry:** If a teacher receives a low student growth score they must engage in at least one (1) of four (4) activities:
 - a. Examine student growth data and other evidence based on classroom, school, District, and state-based tools; and/or
 - b. Examine extenuating circumstances which may include: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
 - c. Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals, and best practices; and/or
 - d. Create and implement a reasonable professional development plan to address student growth areas that triggered this inquiry.

ARTICLE V. CERTIFICATED SUPPORT EMPLOYEE EVALUATION

Section A. Authority

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

Section B. Definitions

1. The term “**Observation**” shall mean the actual viewing by the evaluator of the employee working in an assigned area during a specific period of time as a part of the evaluation process.
2. The term “**Observation Report**” shall mean a written summary of the observation, the form for which is attached to and made a part of this Agreement as APPENDIX J. Such Observation

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- 1 Report(s) shall provide the central basis for the "Evaluation Report." A Certificated Support Pre-
2 Planned Observation form is made a part of this Agreement as APPENDIX I.
- 3 3. The term "Evaluation" shall mean a summary of the results of the observation and additional
4 comments which assess the degree to which evaluation criteria has been met.
- 5 4. The term "Evaluation Report" shall mean that document which becomes a part of the employee's
6 personnel file. The Support Employee Final Evaluation Report (Long Form) is attached to and made
7 a part of this Agreement as APPENDIX M. The Support Employee Final Evaluation Report (Short
8 Form) is attached to and made a part of this Agreement as APPENDIX L.
- 9 5. The term "Evaluation Process" shall mean that process which begins with the distribution of
10 evaluation criteria by evaluators to each employee at the beginning of each school year. The process
11 ends with the placement of the Evaluation Report and any attachments to the employee's personnel
12 file.
- 13 6. The term "Evaluation Criteria" shall mean that list of criteria set forth and made a part of this
14 Agreement for Support Employees as APPENDIX K.
- 15 7. The term "Evaluator" shall mean the building principal, assistant principal or other administrator(s)
16 designated by the Superintendent.
- 17 8. The term "Observer" shall mean that administrative employee of the District charged with the
18 responsibility to observe for the purpose of evaluation.
- 19 9. The term "Support Employee" shall mean the sub-group of employees who are not classroom
20 teachers, such as librarians, counselors, psychologists, nurses, speech therapists, occupational
21 therapists, and physical therapists.
- 22 10. "Provisional Teacher" means a teacher meeting one of three categories:
23 d. New to teaching. Brand new teachers are provisional for their first three (3) years in the District.
24 e. New to the District, but with experience from a state other than Washington, or teaching in a private
25 and/or charter school. These teachers are similarly provisional for their first three (3) years with the
26 District.
27 f. New to the District, but with two (2) or more continuous years teaching experience in one (1) district
28 within Washington are provisional only for their first year with the District.
- 29 11. The term "Continuing Employee" shall mean those employees who are neither provisional nor
30 those continuing employees who have been placed on probation.
- 31 12. The term "Short-Form Eligible Employee" shall mean any certificated support employee who has
32 completed four (4) years of satisfactory employment with the District.
- 33 13. The term "Short-Form Employee" shall mean those certificated support employees who are short-
34 form eligible and who are evaluated using the Support Employee Short-Form Final Evaluation.
- 35 14. The term "Probationary Employee" shall mean any employee placed on probation by the
36 Superintendent, pursuant to Section K, below.

37 Section C. Purpose

38 The purpose of evaluation shall be:

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

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1 Section D. Qualifications of Evaluators

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

3 Section E. Initiating the Evaluation Procedure

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

13 Section F. Observations

- 14 1. **Pre-planned Observation Report and Conference:** Prior to each required observation, the observer
15 shall notify the requesting employee of the time and date of such observation by means of the Pre-
16 Planned Observation Report, which is attached to and made a part of this Agreement as APPENDIX
17 I. The employee shall complete the form and return it to the observer indicating his/her desire for a
18 pre-planned scheduled observation conference by filling out the form. In the event the employee
19 opts to forego a pre-planned scheduled conference, the employee shall so indicate on the form when
20 it is returned. The purpose of the form shall be to advise the observer of the objectives, methods,
21 materials and any special considerations that the employee believes may be a factor in the class,
22 physical setting or lesson to be observed, or to request a pre-observation conference, or to request a
23 change of time or date. The observer shall distribute such forms to employees between one (1) and
24 two (2) weeks prior to the pending observation, or as otherwise mutually determined. Upon request
25 of the employee, the observer shall meet with the employee prior to the observation in order to
26 discuss any additional information relevant to the observation. This procedure (pre-planned
27 observation) may be 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 criteria
31 are explained, the evaluator shall offer the employee the opportunity to request scheduled
32 conferences by completing a survey form.
- 33 4. **Provisional Employees:** Provisional employees shall be observed for the purpose of evaluation no
34 fewer than two (2) times. One observation shall be no fewer than thirty (30) minutes in length and
35 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 be no
38 fewer than thirty (30) minutes in length. The total of all observations shall be no fewer than sixty
39 (60) minutes.
- 40 6. **Short Form Employees:** Short form employees shall be observed for the purpose of evaluation at
41 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.

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

8 Section G. Evaluation Frequency

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

17 Section H. Evaluation Conference

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

22 Section I. Use of Evaluation Results

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

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

35 Section J. General Requirements

- 36 1. **Signatures:** The Observation and Evaluation Report(s) must be signed and dated by the observer
37 and the evaluator respectively. Such Reports are also to be signed and dated by the employee. The
38 employee's signature shall indicate only that he/she has received a copy of the observation and/or
39 evaluation, not that he/she necessarily agrees with its content.
- 40 2. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that
41 an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's

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- 1 contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only
2 in those cases where the evaluator reports “satisfactory” or better ratings.
- 3 3. **Eavesdropping Bar:** All monitoring or observation of the work performance of an employee shall be
4 conducted openly and with the full knowledge of the employee.
- 5 4. **Surprise Bar:** Any item on the Evaluation Form that is marked with an “Unsatisfactory” must have
6 been preceded with a written statement and/or formal conference with the employee in order to
7 provide notice of the problem, specific suggestions for improvements and reasonable time and
8 opportunity for improvement.

9 Section K. Probation

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

38 Section L. Professional Growth Plan (PGP)

- 39 1. **Definitions:**
- 40 a. The term “professional growth program” shall mean the vehicle for employees to further the
41 quality of their individual instruction through self-assessment and goal setting.
- 42 b. The term “Professional Growth Plan” (PGP) shall mean a voluntary plan by an employee
43 designed to improve that employee’s professional performance.
- 44 2. **Professional Growth Program**

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1 a. **Goal:** The Goal of the PGP is to develop and improve the District’s educational programs in
2 an environment where employees, administrators, students and parents share a desire for
3 academic excellence and a concern for the individual. The PGP is established to meet this
4 goal.

5 b. **Professional Growth Plan:**

- 6 i. **Purpose and Overview:** The purpose of the PGP is to assist employees in self-
7 guided professional development toward self-selected professional development
8 goals in order to encourage enhancements and improvements in teaching skills,
9 techniques and abilities as well as related professional skill for non-teaching
10 employees. Employee goals that reinforce District and/or building goals are
11 encouraged. Professional growth is the desired outcome of the PGP. Collaborative
12 interaction is encouraged. PGP’s are intended to provide employees with support
13 for the risk-taking inherent in trying new ideas.
14 ii. **Eligibility:** Any employee with four (4) consecutive years of satisfactory evaluation,
15 with the previous year being satisfactory in every criterion, is eligible for
16 participation in the PGP.

17 3. **Plan:**

18 a. **PGP Goals Statement Form:** Employees selected for a PGP shall complete a PGP Goals
19 Statement Form as early as August 1st and no later than October 15th APPENDIX N.
20 Employees and their principals shall make every reasonable effort to develop, maintain and
21 execute such PGP cooperatively. In the event of difficulty in coming to mutual decision,
22 either may request that the Parties appoint one (1) representative each to two (2) person
23 intervention team, which shall mediate. Should agreement not be reached either with or
24 without intervention, the employee shall make the final determination of his/her plan,
25 provided that, in such event, District funds shall not be utilized.

26 b. **Sources of Information:** One (1) or more of the following sources of information shall be
27 used by employees in developing their PGP.

- 28 i. Peer review and evaluation
29 ii. Input by parents
30 iii. Input by students
31 iv. Personal and/or professional goals
32 v. District goals
33 vi. Building goals
34 vii. Self-assessment
35 viii. Personal academic records
36 ix. District evaluations
37 x. Other such sources consistent with sound pedagogical and research principals as
38 employees may choose to utilize.

39 4. **Funding:** Funding may be available to PGP participants from the following accounts:

- 40 a. Building travel budgets
41 b. Sabbatical leaves
42 c. Tuition reimbursement
43 d. Optional Days
44 e. Supplies reimbursement

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- 1 5. **Summary of Outcomes:** The results of the PGP shall be outlined by participants in the summary of
2 outcomes portion of their PGP Goals Statement. A copy of such shall be shared with the employee's
3 principal, when completed.
- 4 6. **Records and Materials:** As a part of his/her application for a PGP, each employee shall develop a
5 folder which shall contain all records of his/her PGP. Such folder shall be made available to his/her
6 principal during any conference related to PGP. The folder however, shall be and remain the sole
7 property of the employee, who shall be responsible for safeguarding it and making it available
8 during the period of the PGP and until the process is completed. After this time the disposition of
9 the folder is at the employee's discretion. The District shall not use the PGP or its results or the
10 folder in any way in the employee's evaluation.
- 11 7. **PGP's:** PGP's may begin as early as August 1 if the PGP goal form has been completed and the
12 conference with the principal conducted. The PGP shall be completed by July 31st.

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

14 SECTION A. RIF

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

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

- 21 1. All retire, rehire employees are non-renewed.
- 22 2. All leave replacement employees are non-renewed.
- 23 3. The District has granted all leave requests.

24 SECTION B. Layoff Procedure

25 RIF shall be accomplished by straight seniority for all employees. The term "Seniority" shall mean the
26 length of service credited to an employee in initial placement plus all years of service with the District.
27 Ties shall be determined by lot. Half (1/2) time employees gain seniority equal to the number of half
28 (1/2) years employed.

- 29 1. **Seniority List:** The seniority list shall be furnished to the Association and a copy shall be sent to
30 each building for posting by March 1st of each school year.
- 31 2. **Notice:** Employees not assigned to a position for the ensuring school year shall be notified in
32 writing of layoff by the District.
- 33 3. **Bumping Limits:** Employees shall not be "bumped" or reduced in seniority ranking by anyone who
34 is not a member of the bargaining unit at the time of RIF.
- 35 4. **Layoff and Recall Status:** An employee receiving written notification of layoff shall retain an
36 employment relationship with the District by being automatically placed on layoff and recall status.
37 Credit for any education acquired during the period of layoff shall be granted. Acceptance of
38 contract employment as a certificated employee in any other school district while on layoff shall
39 constitute an automatic termination of the employment relationship with the District. No employee
40 shall be hired by the District from outside the bargaining unit until all employees on layoff shall

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- 1 have been determined to not be qualified for the position and all qualified layoff employees have
2 been offered such position.
- 3 5. **Substituting Priority:** Employment of substitutes shall come from those employees on layoff except
4 when no such employee is available and qualified for the position.
- 5 6. **Continuation of Insurance:** Upon the request of an employee, the District shall make provision for
6 the continuance of an employee's participation in any District group insurance program. The entire
7 premium required shall be paid by the employee to the District monthly, as required by the payroll
8 office.
- 9 7. **Restoration of Benefits:** All benefits to which an employee was entitled at the time of his/her layoff,
10 including accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the
11 employee upon his/her return to active employment and the employee shall be placed on the proper
12 step of the salary schedule for the employee's current position according to the employee's actual
13 experience and earned education.
- 14 8. **Recall:** Recall shall be by inverse order according to positions for which they are qualified. The
15 District shall give written notice of recall by sending a certified letter to the employee at his/her last
16 known address. Any employee so notified shall respond within ten (10) working days from receipt
17 of said notice whether the employee accepts or rejects the position.

ARTICLE VII. INSTRUCTION

Section A. Academic Freedom

- 19 1. Academic freedom shall be guaranteed to all employees, and no special limitation shall be placed
20 upon study, investigation, presenting and interpreting facts and ideas concerning man, human
21 society, the physical and biological world and other branches of learning subject to accepted
22 standards of professional responsibility.
23 These responsibilities include a commitment to democratic tradition, a concern for the welfare,
24 growth and development of children, and an insistence upon objective scholarship.
- 25 2. In the delivery of District approved curriculum, teachers retain the right to use their professional
26 judgment in the delivery of instruction.
27

ARTICLE VIII. WORKLOAD AND CLASS SIZE

Section A. Workload

- 29 1. The District shall make every attempt to maintain reasonable class sizes. Whenever a work load
30 exceeds the maximum sizes listed in this section the District shall make every reasonable effort to
31 reduce or balance the work load. The District may employ any means it determines appropriate to
32 correct a work load problem, including but not limited to transferring students, adding staff,
33 restructuring of course offerings, or any other action that the District believes will resolve the
34 problem.
35
- 36 2. The following class size provisions may be waived due to severe funding cutbacks, levy failure,
37 significant enrollment decline, or other emergencies which may occur in the District. The Parties
38 will mutually agree to options prior to any partial or complete waiving of this provision.

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1 Section B. Class Size Provisions

Class Size:	Maximums (Exceeding these numbers triggers Overload):
K-3	26
4	28
K-4 Combo	24
5	28 (provided daily average is 25 per period, per day)
6-12	29 (provided daily average is 25 per period, per day)
5-12 Physical Education	34

6 Activity periods and large group instructional settings such as grades 5-12 music and library are
7 excluded from the limits set out above. These numbers are minimum only. The District shall strive for
8 lower levels wherever possible.

9 1. **Class Size Overload Remedies:**

10 If the current class sizes are exceeded as set out above, the Principal, employee and if the employee
11 so chooses, an Association representative will meet on or before the tenth (10th) day to review and
12 discuss overload remedies. Final selection of the remedy will be the teacher's choice. Remedy
13 options are:

14 a. **Compensation:**

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

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

- 17 b. **Substitute Release Time:** Teachers may choose up to two (2) days per semester of substitute
18 release time as an option to manage the additional work load. These days must be pre-
19 arranged with the Principal, and would be dependent upon substitute availability.
- 20 c. **Per diem Day Pay:** Teachers may choose to timesheet up to two (2) per diem days each
21 semester in recognition of additional work load.
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- 1 d. **Instructional Supplies and Materials/Staff Development:** Teachers may access up to \$600
2 per semester for overloads described above. Supplies and materials may include software or
3 technology purchase, supplementary materials and resources. Also available are additional
4 staff development opportunities. Not intended for overload remedies are basic curricular
5 materials (textbooks, markers, classroom supplies). Teachers may carry forward these
6 dollars for two (2) consecutive semesters, not to exceed \$1,200.

7 Section C. Work Load Provisions

- 8 1. **K-4 Instructional Support:** Each Spring, in an effort to support transparency in student placement
9 among classrooms, principals, in conjunction with classroom teachers, RTI Coordinators, and
10 Intervention Specialists, will balance class sizes and student demographics (gender, IEPs, reading
11 and math levels, behavior, ethnicity).
- 12 2. **K-4 Student Placement:** Equitable student placement will be standardized across buildings and
13 include Student Placement Cards (APPENDIX R) and the Student Placement Spreadsheet
14 (APPENDIX S).
- 15 a. Student Placement Procedure:
- 16 i. Teachers complete Student Placement Cards for current students.
17 ii. Student Placement Cards from each grade level are combined and sorted.
18 iii. Student data is entered into the Student Placement Spreadsheet to equitably
19 distribute students.
20 iv. Distribution of students is reviewed by current grade level teachers. Specialists,
21 special education teachers, etc. may be included as needed. Adjustments are made
22 as necessary.
23 v. The upcoming school year's teachers will review the Student Placement Spreadsheet
24 to evaluate class balance.
25 vi. If an imbalance is found, current teachers and building principals will make
26 necessary changes.
27 vii. Upcoming teachers will be assigned classes.
28 viii. Addition or compression of sections shall trigger a review of placement using
29 established process.
30 ix. Principals maintain the final class assignment.
- 31 3. **K-4 Instructional Support:** Because all classes will be balanced, instructional support will be
32 equitably distributed among each grade level as defined below:
- 33 a. **Instructional Support:** Instructional support Paraeducators will be hired and in place by the
34 first day of school. These positions may not be combined with other assignments during the
35 school day, i.e. recess, supervision, etc. These positions shall be assigned as follows at each
36 elementary grade level:
- 37 i. **Kindergarten:** One (1) hour instructional support per classroom each day
38 ii. **1st Grade:** One (1) hour instructional support per classroom each day
39 iii. **2nd – 4th Grades:** One-half (1/2) hour instructional support per classroom each day.
- 40 b. Instructional support hours shall remain in place for the entire school year.
- 41 4. **5th – 7th Instructional Support:**
- 42 a. **Instructional Support:** Instructional support Paraeducators focused on providing support
43 to classrooms with the highest needs will be hired and in place by the first day of school.

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1 These positions may not be combined with other assignments during the school day, i.e.
2 recess, supervision, etc.

3 **b. Paraeducator Support:**

- 4 i. Clovis: Two (2) 6.25 hour Paraeducator positions
5 ii. Sterling: Two (2) 6.25 hour Paraeducator positions

6 Section D. Case-Loads

- 7 1. **Speech and Language Pathologists:** Case-loads shall be no more than sixty (60) students. Early
8 childhood case-loads shall be no more than forty-five (45) students. If these numbers are exceeded,
9 solutions shall be the same as those outlined in Section B, 1.

10 Section E. Special Education IEPs, Portfolios and Preschool

- 11 1. **IEPs:** Any case manager who is responsible for writing IEPs shall be paid 1 ¼ hour per diem per
12 IEP. This provision also applies to classroom teachers, Occupational Therapists, Speech Language
13 Pathologists and Physical Therapists. The days will be paid with the June paycheck based on the
14 actual number of IEPs written during the school year.
15 2. **Special Education Portfolios:** One half (1/2) per diem day shall be paid for every one (1) special
16 education portfolio completed. The days will be paid with the June paycheck based on the actual
17 number of IEPs written during the school year.
18 3. **Preschool:** Two (2) per diem days shall be paid per semester to each preschool teacher due to the
19 unpredictable class loads and high needs of the students. These days shall be paid twice a year, two
20 (2) days in November and two (2) days in May.
21 4. The Parties recognize that it is becoming tremendously difficult to recruit and retain teachers to
22 teach in Life Skills assignments. As a result a supplemental contract of \$3,000 will be issued to Life
23 Skills teachers, Adaptive PE teachers, and Nurses. This supplemental contract shall be paid twice a
24 year, half in November and half in May.

25 Section F. Elementary Specialists

- 26 1. Specialists shall teach a maximum of sixty (60) twenty-five (25) minute classes, thirty (30) fifty (50)
27 minute classes, or a combination thereof per week.
28 2. Specialists shall teach no more than twelve (12) twenty-five (25) minute classes, or six (6) fifty (50)
29 minute classes, or a combination thereof on any day.
30 3. Specialists shall have a morning and afternoon break of not less than five (5) minutes each day.
31 4. Double classes will be prohibited.
32 5. Travel from one building to another will count as one class.
33 6. The above provisions apply to part-time employees on a proportionate basis.

34 Section G. WAKids Support:

35 The Parties agree that the WAKids assessment mandated by the state is an additional workload for
36 impacted teachers. In order to compensate for the time and effort needed to meet the requirements,
37 these teachers will receive sixteen (16) total hours of Paraeducator time per teacher to be used during
38 September and October each year. These Paraeducator hours are in addition to all other hours
39 assigned to the building. In addition, each impacted teacher may timesheet up to two (2) per diem
40 days.

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1 Section H. Advanced Placement Workload Support:

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

5 Section I. Library Support

6 As a minimum, Paraeducator time for each Elementary and Intermediate library shall be assigned
7 according to prior years' average student enrollment as follows:

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

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

9 **ARTICLE IX. SUPPORTS FOR INSTRUCTION**

10 Section A. Collaboration/Late Start Time

11 The Parties recognize that collaboration between staff is critical to improving student learning.
12 Teachers who have the time to work together will impact their classroom practice, leading to better
13 results for their students, team, and school. The Parties also agree that under the new state mandated
14 teacher evaluation model, teachers will be evaluated on, among other things, their collaboration efforts.

- 15 1. **Purpose:** The purpose of Collaboration/Late Start days shall be to provide staff time to work
16 collaboratively to improve student learning.
- 17 2. **Schedule of Days/Calendar:** Late start days will be scheduled district-wide on Monday mornings.
18 Use of these days will follow the guidelines set forth in the annual Collaboration Calendar as
19 follows:
 - 20 a. There will be no more than four (4) building days.
 - 21 b. There will be no more than seven (7) Individual Implementation days.
 - 22 c. All remaining Mondays will be team Collaboration days.
 - 23 d. Teams have flexibility in the scheduling of Individual Implementation days and
24 Collaboration days.
 - 25 e. Buildings have flexibility to reschedule these days if needed, but most will do so by October
26 1st. Changes after October 1st must have staff consensus.
- 27 3. **Use of Days:** Days will be used to focus on the following four (4) areas (details and a 'menu' of
28 work can be found in APPENDIX O):
 - 29 a. What do we want students to learn?
 - 30 b. How will we know if they have learned it?
 - 31 c. What will we do to help students when they have not learned it?
 - 32 d. What will we do to extend the learning for those students who already have learned it?
- 33 4. **Clock Hours:** Clock hours will be offered for the one (1) hour late start Mondays at the conclusion
34 of each school year. These clock hours will recognize attendance at the approximately thirty (30),
35 one (1) hour meetings. In order to receive clock hours, staff will record their attendance on
36 Collaboration/PLC Summary Sheets (APPENDIX O).

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1 5. **Attendance:** Attendance at these meetings is required.

2 Section B. Curriculum Adoption and Review

3 1. **Curriculum Adoption Committee:** The Parties shall establish a Curriculum Adoption Committee
 4 (CAC) which shall be charged with the responsibility of reviewing, piloting, and recommending
 5 appropriate textbooks and related materials for grade level bands or subject areas to adopt. The
 6 CAC will not be a standing committee; a new committee will be assembled for every adoption cycle.
 7 Specifically, the CAC shall (within established budgetary limits):

- 8 a. Request and review multiple textbook or curriculum samples from various publishers.
- 9 b. Request instructional presentations from the sales reps of the committee’s top choices.
- 10 c. Make grade level or subject area textbook and curriculum recommendations based on the
 11 comparative criteria used by the committee.

12 Grade Level and subject area adoption purchases shall be as determined by a vote of the majority of
 13 the affected employees, after appropriate consideration of recommendations from the applicable
 14 Curriculum Adoption Committee and in consideration of formal District textbook adoption
 15 procedures.

- 16
- 17 a. **K-4 CAC Makeup:** All buildings must be represented on the committee but not at every
 18 grade level. Each K-4 CAC shall be made up of:
- 19

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

20
 21 Committee members shall be selected by and operate under the direction of the Executive
 22 Director of Elementary or Secondary Education.

- 23
- 24 b. **5-12 CAC Makeup:** Each 5-12 CAC shall be made up of:

5 th	One (1) subject area teacher from Clovis and one (1) from Sterling
6 th	One (1) subject area teacher from Clovis and one (1) from Sterling
7 th	One (1) subject area teacher from Clovis and one (1) from Sterling

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8 th	Two (2) subject area teachers from EJHS
9 th	Two (2) subject area teachers from EJHS
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

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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 Elementary or 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.

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- 1 v. Junior High – eight (8) team members (at least one shall be a classified staff member);
- 2 vi. High School – ten (10) team members (at least one shall be a classified staff member).
- 3 3. **Site Team Compensation:** Certificated site team members, including those who hold the role of
- 4 Facilitator or Secretary, shall be compensated per APPENDIX B. Classified site team members shall
- 5 be compensated per their collective bargaining agreement(s). Parents shall act as volunteers on the
- 6 site teams.

7 Section E. Student Discipline

- 8 1. **Annual Review:** Each principal shall distribute and review building and District student discipline
- 9 policies with employees at the beginning of each school year.
- 10 2. **Prompt District Response:** The District shall respond promptly to employees’ requests regarding
- 11 discipline problems.
- 12 3. **District Support:** The District shall support and uphold the employees in their reasonable efforts to
- 13 maintain discipline in the District.

14 Section F. District Staff Development Committee (SDC)

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

28 **Certificated:**

K-3	2 representatives
4-6	2 representatives
7-9	2 representatives
10-12	2 representatives
ESA/Counselor/Librarian	1 representative

30 **Administration:**

District Office	2 representatives
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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.

Section G. Clerical Assistance

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

Eastmont High School	Six (6) hours per day clerical assistance*
Eastmont Jr. High	Six (6) hours per day clerical assistance*
Sterling Intermediate School	Six (6) hours per day clerical assistance
Clovis Point Intermediate School	Six (6) 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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*Three (3) hours of clerical time at the Jr. High and EHS (total of six (6) hours) will be funded from \$35,000 of the unused District Directed and Principal Directed Professional Development days annually per Article XII., Section C. Remaining unused Professional Day dollars will be put into the insurance pool.

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.

Section H. Student Grades

The District shall require grades to be in to the principal or designee for K-12 employees within three (3) working days of the conclusion of each grading period.

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1 Section I. Mentor Assistance Program (MAP)

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

- 4 1. **Beginning Employees:** A beginning employee shall mean an employee with fewer than ninety (90)
5 consecutive days of classroom teaching experience who is employed by the District for ninety (90)
6 consecutive days or more to serve primarily as a classroom teachers.
- 7 2. **Experienced Employees:** An experienced employee shall mean an employee new to the District but
8 experienced as a teacher. The District may also consider a mentor for a current teacher who is
9 voluntarily or involuntarily changing teaching assignments, requiring additional assistance in the
10 transition.
- 11 3. **Short-term and Long-term Mentors:** At the secondary level the Department Chair and Principal
12 shall choose the appropriate staff member as mentor. At the elementary level the grade level
13 representative and Principal shall choose the mentor. Mentors for beginning employees shall be
14 referred to as Long-term Mentors. Mentors for experienced employees shall be referred to as Short-
15 term Mentors.
- 16 4. **Expectations:**
- 17 a. Mentors and employees shall meet for one half (1/2) day prior to school starting to review
18 classroom expectations, building procedures, grade book software, etc.
- 19 b. Long-term Mentors and employees shall meet at least once weekly throughout the year.
20 Short-term Mentors and employees shall meet at least once weekly throughout the first
21 semester.
- 22 c. Mentors and employees shall be released to observe each other's instructional practice three
23 (3) times per year for beginning employees, and one (1) time per year for experienced
24 employees. These release days shall be one half (1/2) day.
- 25 d. Mentors and employees shall complete a form (APPENDIX P) listing the above activities
26 throughout the year as well as an evaluation of the experience prior to the Mentors receiving
27 their stipend.
- 28 5. **Stipends:** Short-term and Long-term Mentors shall receive a stipend as defined in APPENDIX B.
29 Evaluation forms as described above must be received before payment is made.

30 **ARTICLE X. WORK DAY**

31 Section A. Work Day

- 32 1. **Length of Work Day:** The length of the work day shall be seven (7) hours and thirty (30) minutes
33 per day. The work day includes preparation time as outlined in Section E., a thirty (30) minute duty
34 free lunch, and 45 minutes outside of the student day.
- 35 2. **Professional Responsibilities:** As long as professional responsibilities are met, staff may arrive no
36 later than ten (10) minutes before the start of the student day, and depart no sooner than ten (10)
37 minutes after student dismissal. Professional responsibilities include:
- 38 a. Collaboration/Late Start Participation (Mondays)
- 39 b. IEP Meetings
- 40 c. Staff Meetings
- 41 d. Meetings with parents and/or students
- 42 e. Providing assistance to students

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- 1 3. **Staff Meetings:** Staff meetings may be held for no more than a total of two (2) hours per month, and
2 cannot be held during collaboration time.
 - 3 a. Meetings shall last not more than one (1) hour.
 - 4 b. Meetings shall be held no more than twice per month.
 - 5 c. Principals shall retain the authority to call staff meetings in case of emergency and/or
6 compelling issues requiring action or discussion without delay.

7 Section B. Preparation Time

- 8 1. **Elementary (K-4):** Each elementary employee shall be granted a minimum of two hundred and
9 seventy-five (275) minutes of planning time during each full instructional week in not fewer than
10 fifty (50) minute blocks each day. This provision shall be exclusive of lunch time and 10/10 time.
- 11 2. **Secondary (5-12):** Each secondary employee shall be granted a minimum of two hundred and
12 seventy-five (275) minutes of planning time during each full instructional week, exclusive of 10/10
13 time and duty-free lunch times.
- 14 3. **Itinerant Staff (K-12):** Each itinerant staff member shall be granted two hundred and seventy-five
15 (275) minutes of preparation time during each full instructional week, exclusive of 10/10 time,
16 required travel time, and duty free lunch.
- 17 4. **Use of Preparation Time:** Preparation time shall be used for professional purposes. Such use may
18 include, but is not necessarily limited to study, research, material or room preparation, grading
19 papers, completing required or necessary paper work, student and parent contract (inclusive of
20 those prescribed by law), conferences, consultations initiated by either the employee or a District
21 administrator, and similar professional purposes including meetings scheduled by the
22 Superintendent.
- 23 5. **Part Time Employees:** Part time employees shall be granted preparation time proportionate to the
24 amount of time they are employed.
- 25 6. **Non-Instructional Duty Bar:** Kindergarten (K) through fourth (4th) grade employees shall not be
26 required to routinely perform non-instructional duties such as bus and playground duty.
27 Employees in grades five (5) through seven (7) shall not be required to perform bus duty. This non-
28 instructional duty provision may be waived as a result of levy failure, funding cutback or other
29 emergency. The Parties will mutually agree to options prior to any partial or complete waiving of
30 this provision.
- 31 7. **Loss of Preparation Time:** An employee shall not be asked to assume the responsibility for another
32 employee's class during his/her preparation time, except in unforeseen emergencies, or when,
33 because of time limitations, arrangement for regular substitutes cannot be made. In the event an
34 employee is requested by a District Administrator and accepts the responsibility for another
35 employee's class, the employee so affected shall be paid per diem for the actual time covered.

36 **ARTICLE XI. LEAVES**

37 Section A. Illness, Injury, Disability, and Emergency Leaves

- 38 1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited with
39 twelve (12) days of Illness, Injury, Disability, Emergency, Family and Medical Leave, which shall be
40 referred to hereafter as "sick leave". In the event an employee leaves employment during the school
41 year, a pro-rated amount of such leave shall be returned to the District. Employees who are less
42 than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to

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1 the maximum allowed by law. Each employee's accumulated sick leave balance shall be made
2 known to him/her on each pay check stub. Sick leave earned but unused in all school districts
3 within the state of Washington shall be credited to the employee's sick leave account upon
4 employment.

5 2. **Use:**

6 a. **Illness, Injury and Disability:** Deductions from this allocation of leave days shall be made
7 for each absence occasioned by the legitimate claims of the following kinds: personal illness
8 and injury, injury and illness in the immediate family, disability, maternity, paternity and
9 other leave afforded per Family Medical Leave Act. The immediate family is defined as
10 spouse, parent, mother-in-law, father-in-law, brother, sister, child, grandparent, grandchild,
11 legal dependent, or other members of the household.

12 Absences of more than three (3) consecutive days because of illness or injury may require a
13 physician's written notice.

14 b. **Emergency:** Deductions from this allocation of leave days shall be granted by the District for
15 situations such as: disaster in the home, damage to personal property, legal proceedings,
16 **and** travel problems such as inclement weather or transportation failure. Determination of
17 deductions for other emergencies not covered in this provision shall be left to the discretion
18 of the Superintendent.

19 3. **Sick Leave Exhaustion:** Employees who are absent from work after sick leave benefits are
20 exhausted shall be automatically placed on unpaid medical leave. Such leave shall terminate at the
21 end of the contract year in which the leave was taken, or at such time as the employee is physically
22 able to return to the job. The employee returning to work from such leave of ten (10) or more days
23 shall provide the District with medical authorization from a physician prior to returning.
24 The District shall pay the cost of such employee's health insurance for the first (1st) month of such
25 leave. Thereafter, the employee may pay the cost of District provided insurance to the extent
26 permitted by law and the carriers. Upon return, the employee shall be placed in the same or similar
27 teaching position.

28 4. **Reporting Absences:** It shall be the responsibility of the employee to enter absences directly into
29 Aesop.

30 5. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above
31 accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days accumulated
32 unused sick leave (accumulated in the previous calendar year), in January, of each year following
33 any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may
34 receive pay for sick leave accumulated in excess of one (1) day per month.

35 Compensation received pursuant to the above shall not be included for the purpose of computing a
36 retirement allowance under the Washington State Teachers' Retirement System, and shall be in
37 accordance with the rules and regulations of OSPI.

38 6. **Death or Retirement Sick Leave Buy-Back Option:** Each employee who terminates employment
39 due to either retirement (as recognized by the Washington State Teacher's Retirement System) or
40 death may personally, or through his/her estate, in the event of death, elect to convert all eligible sick
41 leave, to a maximum of one-hundred eighty (180) days. Partial days of eligible sick leave shall be
42 converted on a pro-rated basis.

43 All sick leave days converted pursuant to this provision shall not be included for the purpose of
44 computing a retirement allowance under the Washington State Teachers' Retirement System and
45 shall be in accordance with the rules and regulations of OSPI.

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1 Section B. Sick Leave Sharing

- 2 1. Consistent with the provisions and requirements of state and federal statutes and this contract,
3 employees may share accumulated annual leave or sick leave with another employee who:
4 a. Suffers from, or has a household member or relative who suffers from an extraordinary or
5 severe illness, injury or impairment, or physical or mental condition; is a victim of domestic
6 violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily
7 disabled because of a pregnancy; or has been called to service in the uniformed services.
8 b. Has a condition or circumstance which is of an extraordinary or severe nature and which has
9 caused, or is likely to cause, the employee to:
10 i. Apply for leave without pay, or;
11 ii. Terminate employment:
12 1) Has depleted or will shortly deplete all applicable leave reserves. A staff
13 member who is sick or temporarily disabled because of pregnancy or using
14 parental leave does not have to deplete all annual and sick leave reserves; he
15 or she can maintain up to forty (40) hours of sick leave in reserve.
16 2) Has abided by District rules regarding use of leave.
17 3) The staff member has diligently pursued and been found to be ineligible to
18 receive industrial insurance benefits.
19 2. A staff member may only request shared leave from, or donate shared leave to, members of this unit.
20 3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of
21 more than twenty-two (22) days may request that the Superintendent transfer a specified amount of
22 sick leave to another staff member authorized to receive such leave, as described above.
23 4. A staff member may request to transfer no more than six (6) days of sick leave during any twelve
24 (12) month period and may not request a transfer that would result in an accrued sick leave balance
25 of fewer than twenty-two (22) days.
26 5. A staff member who receives personal leave may request that the superintendent transfer a specified
27 amount of personal leave to another person authorized to receive shared leave. A staff member may
28 request to transfer no more than the accumulated amount of personal leave available.
29 6. In the event the employee receiving donated leave does not use all leave donated, the unused
30 donated leave in such employee's leave account shall be returned to donors, prorated, within sixty
31 (60) days after the recipient's use of accumulated leave ceases.
32 7. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and
33 recipients shall be kept confidential.
34 8. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650,
35 41.04.655, and 41.04.665.

36 Section C. Personal Leave

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

39 **1. Number of Days:**

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

43 **2. Use:**

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- 1 a. Employees shall not be required to state the reasons for their personal leave requests.
- 2 b. Approved personal leave days shall not be rescinded.
- 3 c. As long as subs are available, the following number of maximum employees per building
- 4 shall be granted personal leave at the same time:
- 5

Elementary Schools	2 employees
Sterling K-7	3 employees
Intermediate Schools	3 employees
Jr. High School	4 employees
High School	5 employees

- 6
- 7 d. Due to a limited substitute teacher pool, whenever possible, application on Aesop for such
- 8 leave shall be made at least two (2) weeks in advance of each absence, except for unexpected
- 9 emergencies.

10 **3. Banking:**

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

16 **4. Cash Out:**

- 17 a. By the end of any given year, all personal days in excess of four (4) must be used or cashed
- 18 out (to a maximum of two (2) cash-out days (see b. below)) or they will be lost.
- 19 b. Employees may cash out up to two unused fully paid personal days (including banked days)
- 20 at their per diem rate.
- 21 c. Application for cash out must be made on the Personal Leave Buyback form prior to the last
- 22 day of school.
- 23 d. Payment shall be made prior to the end of August.

24 Section D. Bereavement Leave

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

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

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

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1 Section E. Court Appearance Leave

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

7 Section F. Sabbatical Leave

8 The purpose of sabbatical leave is to encourage employees to engage in programs of professional
9 improvement by providing them a stipend to help meet a part of the financial outlay involved.

10 The following regulations shall apply:

11 1. **Selection Criteria:**

- 12 a. Shall have been employed in the District a minimum of five (5) consecutive years and there
13 has been a minimum of five (5) consecutive years since his/her last sabbatical leave.
14 b. Shall have completed his/her fifth year program or have a continuing or professional
15 certificate.
16 c. Shall have demonstrated a commitment to professional improvement prior to applying.
17 d. Shall have clearly and satisfactorily explained in the application how the sabbatical leave
18 will benefit the pupils, staff, and District.
19 e. Must have his/her request for sabbatical leave approved by the District.

20 2. **Compensation:**

- 21 a. Sabbatical leave salary shall be fifty percent (50%) of the employee's current year's salary
22 (current year means the year on sabbatical leave.)
23 b. The District shall continue to deduct from the employee's salary for state retirement and
24 shall maintain its contributions to health plans.
25 c. Minimum leave benefits shall comply with RCW 22A.58.100 during the year of sabbatical
26 leave.
27 d. Compensation shall be paid monthly during the year of the sabbatical.

28 3. **Duration of Sabbatical Leave:** Sabbatical leave may be granted for up to twelve (12) months with
29 compensation prorated.

30 4. **Service Obligation Upon Completion of a Sabbatical Leave:**

- 31 a. Employees granted sabbatical leave shall return to regular employment in the District for a
32 minimum of two (2) years.
33 b. The employee and District shall enter into a signed contract specifying conditions for
34 repayment of default, leave conditions upon return, and professional assignment guarantees
35 upon return; and
36 i. Signed promissory note to be forgiven upon successful completion of the sabbatical
37 leave conditions, or
38 ii. Bond against default.

39 5. **Number of Leaves:** The District may grant such number of sabbatical leaves as it may determine.

40 6. **Report Obligation Upon Return:** A summary report shall be required which shall explain how the
41 events of the sabbatical leave met the criteria and objectives outlined in the employee's application
42 for leave; and a plan for generalizing or implementing the new knowledge, skills, or appreciations to
43 the District staff and pupils.

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1 Section G. Military Leave

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

6 Section H. Long-term Leave of Absence

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

15 Section I. Family and Disability Leave

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

- 18 1. **Family Medical Leave Act (FMLA):** In addition to any other personal or sick leave provided for
19 elsewhere in this Agreement, FMLA leave will be provide as follows:
- 20 a. **Eligibility:** Employees will be eligible for FMLA after twelve (12) months of employment,
21 having worked a minimum of 675.00 hours (.50 FTE) in the last twelve month period.
 - 22 b. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve
23 (12) month period. Employees may choose to use accrued leave during this twelve (12)
24 week period. Leave taken without pay will result in the recalculation of the employee's
25 annual contract for the remainder of the year, including possible month(s) without pay and a
26 reduction in retirement service credit.
 - 27 c. **Qualifying Events:** FMLA will be provided to eligible employees for any of the following
28 reasons:
 - 29 i. To care for the employee's child after birth, or placement for adoption or foster care;
 - 30 ii. For a serious health condition of the employee, household member or relative.
 - 31 iii. An employee who is the spouse, son or daughter, parent or next of kin of a service
32 member who is recovering from a serious illness or injury sustained while on active
33 duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month
34 period.
- 35 2. **Health Benefits:** Employees on FMLA Leave will have access to their current health care benefits.
36 If in an unpaid status, employees are responsible for remitting their monthly premium to the
37 District. The District will continue to pick up their portion of the health care premium regardless
38 during the period of FMLA Leave.

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

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1 Section J. Child Rearing Leave

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

6 Section K. Association Leave

- 7 1. **General Grant:** The District shall grant Association Leave not to exceed an aggregate thirty (30)
8 days to ARs to participate in local, area, regional state and national Association business. Additional
9 days may be approved by the Superintendent.
- 10 2. **Notice:** Notice of such leave shall be submitted by the President in writing to the Superintendent at
11 least seven (7) days before the leave is to be taken.
- 12 3. **Reimbursement:** The Association shall reimburse the District for substitute costs incurred.
- 13 4. **State or National Officers:** The District shall grant absences with pay to any Association member
14 who is elected to a position on the Board of Directors of NEA or WEA, subject to reimbursement for
15 substitute costs where incurred.
- 16 5. **Release Time for Local President:** The President shall be granted half time (0.5) release of his/her
17 work year if an elementary teacher; .60 FTE release if the President is a secondary teacher.
18 Scheduling of the President's work day shall be mutually determined by the President and his/her
19 supervisor. If the President and his/her supervisor are unable to mutually agree, the President and
20 the Superintendent shall mutual resolve the scheduling issue.

21
22 The District shall make salary and all other benefit payments to and on behalf of the President on
23 released time as if he/she were not on released time, provided that the Association shall reimburse
24 the District for one half (1/2) of those salary and benefit costs, including twelve (12) days of sick
25 leave. Retirement benefits shall be in accordance with the rules and regulations of the Department
26 of Retirement Systems.

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

28 Section A. Individual Contracts

- 29 1. **Issuance and Compliance:** The District shall issue an individual contract to each employee in
30 compliance with state law, OSPI regulations and this Agreement. If any such contract contains any
31 language inconsistent with this Agreement, this Agreement shall be controlling.
- 32 2. **Length of Contract:** The length of the regular employees' work year shall be one-hundred-eighty
33 (180) days. Should the state fund additional contracted days, the Parties agree to re-open this
34 provision of the contract.
- 35 3. **Professional Responsibility:** Time previously defined as Deemed Done is now part of the one-
36 hundred-eighty (180) day base contract. Each individual contract will be for the professional work
37 associated with teaching basic education requirements. These include activities that normally
38 happen outside the student day as a part of an employee's professional responsibilities such as IEP
39 meetings, 504 meetings, staff meetings, meetings with parents and/or students, conferences, and an
40 open house or its equivalent. Conferences and open house, or its equivalent, are the only evening
41 activities with an expectation for attendance.

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- 1 4. **Release from Contract:** An employee under contract shall be released from the obligations of the
2 contract upon request under the following conditions:
3 a. **Letter Required:** A letter of resignation must be submitted to the Superintendent.
4 b. **Before July 1st:** A release from contract prior to July 1st shall be granted provided a letter of
5 resignation is submitted prior to that date.
6 c. **After July 1st:** A release from contract shall be granted after July 1 provided a satisfactory
7 replacement can be obtained by the school District.
8 d. **Notice of Retirement or Separation:** Employees planning to retire or resign shall provide
9 written notice to the District by April 1st of the year in which the retirement or separation is
10 to be taken. An early transition incentive of five (5) per diem days shall be paid if formal
11 written notice is submitted to the Superintendent by February 1st of the school year in which
12 the employee is retiring or separating (see Article XII Section M.).

13 Section B. Responsibility Based Supplemental Contracts

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

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

24 Section C. Time-Sheeted Days:

25 Time-sheeted days are defined as compensation to employees for time beyond the 180 day contract for
26 professional development and responsibilities as defined below:

- 27 1. **District Directed Professional Development Days:** Four (4) Professional Development
28 Days shall provide training as determined by the District with input from EEA. These days
29 are required, and will be submitted in part or in total on the digital Professional
30 Development Timesheet no later than the end of the month in which the training occurred.
31 2. **Principal Directed Professional Development Days:** Three (3) Principal directed
32 Professional Development Days shall provide training as determined by the building
33 principal with input from site council. These days are required and will be submitted in part
34 or in total on the digital Professional Development Timesheet no later than the end of the
35 month in which the training occurred.
36 3. **Annual Back-to-School Training:** Attendance is required for one (1) day of district-level
37 and building-level training on the annual back-to-school staff day prior to the start of the
38 student year. This day may be waived as a result of state funding provided for the purpose
39 of professional development. The Parties will mutually agree to options prior to any partial
40 or complete waiving of this provision.

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1 On August 1st annually, any unused BEA funded District Directed and Principal Directed Professional
 2 Development day dollars shall be paid into the insurance pool, less \$35,000 used to fund three (3) hours
 3 of clerical time at the Jr. High and EHS (total of six (6) hours).

4 The District Directed and Principal Directed days may be waived as a result of double levy failure. The
 5 Parties will mutually agree to options prior to any partial or complete waiving of this provision.

6 Section D. Senior Employee Advisory Stipend

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

18 years	\$1,000
20 years	\$1,500
22 years	\$1,700
25 years	\$2,000
30 years	\$2,500
35 years	\$3,000
40 years	\$3,500

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12 Section E. Salaries

- 13 1. **Employee’s Salary Schedules:** Employee salaries shall be paid as set out in the schedule which is a
 14 part of this Agreement as APPENDIX A.
- 15 2. **Substitute’s Salaries:** Long-term substitutes who work more than twenty (20) consecutive days in
 16 the same assignment shall be placed on the existing Employee’s Salary Schedule commencing on the
 17 twenty-first (21st) day of the assignment and continuing for the duration of the assignment.
- 18 3. **Retroactivity:** Should the date of execution of this Agreement be subsequent to the effective date,
 19 salaries shall be retroactive to the effective date.
- 20 4. **Initial Placement:**
- 21 a. **Certificate:** All employees must possess a valid Washington State teaching certificate and
 22 endorsements.
- 23 b. **Experience Credits:** Previous public school teaching experience shall be recognized for
 24 placement on the Eastmont School District salary schedule.
- 25 c. **Education Credits and Clock Hours:** Education Credits and Clock Hours must comply with
 26 teacher certification requirements and be provided by an accredited University and/or clock
 27 hour provider.
- 28 d. **Advancement:** Increments shall be granted at the beginning of each school year for
 29 experience and advanced education (including college and clock hour credits).
- 30 e. **Part-Time Employee:** The District shall calculate experience credit for documented part-
 31 time work experience. Employees shall not be deprived of other experience credit already
 32 recognized.
- 33 f. **Errors in Computation:** Computation errors in salary and/or fringe benefit payment shall be
 34 corrected without unnecessary delay upon discovery. In the event that errors are discovered

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1 that require pay back by an employee, such pay back shall be spread over the remaining pay
2 periods of the contract year.

3 g. **Credit Reporting:** In order to track credits or clock hours employees shall submit to the
4 District office an official transcript from the college attended or clock hour credit granting
5 institution no later than September 10th. If such transcript is not available by September 10th,
6 a grade sheet or letter of confirmation from the college attended or clock hour credit granting
7 institution shall temporarily suffice until an official transcript can be obtained, which shall be
8 no later than October 1st, of the current year, in order to qualify for advancement on the
9 salary schedule.

10 Section F. Payment

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

19 Section G. Professional Development Funds

20 All employees shall be reimbursed by the District for successful completion of academic classes, for
21 clock hours, workshop and conference registrations, for professional recertification and/or licensure,
22 and for National Board certification, re-takes, and renewals. Within this allotment employees may
23 request up to two (2) substitute release days for peer observation. These days must be scheduled in
24 advance and prearranged with the teacher to be observed. Prior approval of the Principal must be
25 given. Employees may also use up to two (2) prep periods, paid at per diem, for peer observation.
26 Prior approval of the Principal must be given.

27 Such reimbursement is subject to the following provisions:

- 28 1. Employees must submit a Professional Development Reimbursement form after successful
29 completion of the class(es) and/or workshop(s) or conference(s), along with proof of
30 payment/receipt for course(s) taken or registration or clock hour fee(s) paid, and transcript or
31 grade report(s), if applicable. Clock hours or coursework must qualify for teacher certification
32 and be provided by an accredited University and/or clock hour provider.
- 33 2. The District shall reimburse these costs up to 2.46% of cell one (1) of the Eastmont salary
34 schedule, BA+0, Step 0. Registration/workshop fees are reimbursed only if attached to clock
35 hours or credits. Exceptions may be made for classes/courses required for the position but no
36 clock hours/credits are provided.
- 37 3. Reimbursement requests for the current contract year shall be submitted to the Human
38 Resources office no later than August 31st. For employees seeking advancement on the salary
39 schedule an official transcript shall be furnished to the District no later than October 1st in the
40 current year (ARTICLE XII, Section E).

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- 1 4. Beginning in 2019-2020, Professional Development funds may be used to support travel
2 associated with attaining credits and clock hours. This is applicable to in-state travel only.
3 Reimbursement for travel must be compliant with district travel policies, with the exception
4 that no advance travel is allowed when using Professional Development funds.

5 Section H. Workshop Leave Lid

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

9 Section I. Travel Reimbursement

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

23 Section J. Curriculum Development Compensation

24 The District shall pay per diem for curriculum development work done during non-school days (not
25 contracted under the present agreement). This amount would be over and above curriculum work
26 presently done; i.e., when substitutes are provided or during the seven and one-half (7 ½) hour work
27 day. Curriculum work accomplished through the use of this method shall be as determined by the
28 Superintendent.

29 Section K. Insurance

- 30 1. **Contribution:** The District's contribution toward medical/dental/disability insurance shall be the
31 maximum dollar amount allocated by the state and received by the District under the salary and
32 benefits compliance rules. This contribution may only be used for approved medical, dental and
33 disability plans. Any additional insurance shall be the sole responsibility of the employee. The
34 District shall pay the monthly cost per FTE billed by the State for the retiree's health benefits (Health
35 Care Retiree Contribution).
36 The District shall contribute \$77,000 to the insurance pool annually.
37 2. **Enrollment Period:** The annual enrollment period is the month of September.
38 3. **Part Time Employees:** All part time employees hired after September 1, 1983 shall receive prorated
39 insurance benefits.
40 4. **Dental Coverage:** The premiums for dental shall be paid first (1st) from the contribution. It shall
41 consist of a dental service plan (family plan) for all of the District's certificated employees and their

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1 eligible dependents. This plan shall be the Washington Dental Service Plan (Plan 1), which shall
2 include orthodontics coverage, or as otherwise mutually determined.

3 5. **Long-term Disability (LTD):** The premiums for LTD shall be paid second (2nd) from the
4 contribution. The LTD plan must be approved by both the Association and the District.

5 6. **Medical:** The premiums for medical shall be paid third (3rd) from the contributions. The medical
6 insurance will be WEA Select Preferred Plans or as otherwise mutually determined.

7 7. **Pooling:** To gain maximum utilization of the contribution, any unused insurance monies shall be
8 placed in an insurance pool, which shall be used to reduce or eliminate payroll deductions for
9 employees for approved medical/dental/disability plans.

10 The pool is equal to the difference between the amount allocated by the state and received by the
11 District and the amount utilized by employees for approved medical/dental/disability plans.

12 Employees eligible for additional insurance contributions are those whose insurance premiums
13 (excluding salary insurance) result in a payroll deduction.

14 The total cost of all employee premiums shall be calculated based upon individual insurance
15 requests submitted to the payroll office by October 1st. Distribution of pool funds, if any, shall begin
16 with the October payroll and shall be computed by taking total pool dollars available to this
17 bargaining unit and dividing them equally by the number of benefit FTE eligible bargaining group
18 employees. The pool funds are available for the months of October through September in each year.

19 8. **Distribution of Remaining Pool Money:** In the event that any money remains in the pool after
20 payments for dental, LTD and medical have been made, such money shall be divided equally among
21 employees, prorated according to full time equivalency, for purchase of additional insurance
22 coverage as permitted by law. Any plan into which this money may be placed must have received
23 the approval of both the District and the Association.

24 9. **Employee Contribution:** In the event that the pool does not cover all the cost of dental, LTD and
25 medical premiums, the District shall deduct the deficit from the paychecks of those employees
26 whose costs exceed available pool monies.

27 10. **Double Coverage:** An employee, whose spouse or domestic partner is also a member of this unit,
28 may combine his/her allocation with that of his/her spouse or domestic partner for the purchase of a
29 single insurance plan to offset the employee's out of pocket cost for medical insurance premiums.
30 Any unused portion of the insurance allocations shall be returned to the insurance pool.

31 11. **Establishment of and Changes in Employee Coverage:** Insurance status for employees shall be
32 determined by October 1st annually. If an employee's insurance status changes after October 1st the
33 employee shall pay for the increase in premium costs until re-pooling takes place in March. Any
34 unused insurance monies resulting from the re-pooling will be accumulated and used to reduce or
35 eliminate payroll deductions for those who do not generate sufficient monies to cover the full cost of
36 medical coverage.

37 Section L. Calendar

38 The District shall establish the calendar for the upcoming school year no later than the previous mid-
39 year semester break, annually. The Superintendent and Association will meet to review the upcoming
40 school year's calendar constraints prior to drafting options. The school year calendar shall conform to
41 the following principles:

- 42 1. The employee work year shall begin no more than seven (7) days before the student year starts.
- 43 2. The student year will start no earlier than the Wednesday before Labor Day.

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- 1 3. Winter break shall include as a minimum, December 23rd through January 1st.
- 2 4. Spring break shall be the first full week of April.
- 3 5. Conferences may be scheduled for the fall and spring.
- 4 6. Students shall be released early during each conferencing period.
- 5 7. An annual Records day shall be calendared between semesters when the calendar allows.

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

7 Section M. Employee Transition Responsibility Incentive

8 In an effort to address work transition issues that arise as a result of the retirement or resignation of
9 employees, it is agreed that employees will, upon tendering their letter of retirement or resignation to
10 the Superintendent by February 1st of the school year in which the employee is separating, be offered a
11 supplemental contract requiring them to perform transitional service prior to their separation date.
12 The separating employee will be offered a supplemental contract for up to five (5) paid per diem days.

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

18 Section N. Background/Security Checks

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

22 **ARTICLE XIII. GRIEVANCE PROCEDURE**

23 Section A. Definitions

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

31 Section B. Time Limits

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

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1 Section C. Rights to Representation

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

10 Section D. Individual Rights

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

15 Section E. Election of Remedies

16 In the event that a grievant elects to pursue a statutory remedy instead of utilizing this grievance
17 procedure to resolve a dispute, such election shall bar utilization of the grievance procedure as a
18 remedy for that specific dispute. In the event that an employee elects to pursue this grievance
19 procedure to resolve a dispute, and such employee subsequently elects to pursue a statutory remedy,
20 such subsequent election shall void any decision reached under the grievance procedure.

21 Section F. Procedure

22 Grievances shall be processed in the following manner:

- 23 ▪ **INFORMAL:** The Parties encourage employees and their supervisors to attempt to resolve
24 grievances or potential grievances through free and informal communications between the grievant
25 and his/her immediate supervisors. However, if such informal process has failed to provide an
26 acceptable adjustment of the grievance, the grievance may be processed as set forth below. Informal
27 resolution of a grievance between an employee(s) and his/her immediate supervisor shall not
28 prejudice the interpretation of application of this Agreement.
29 ▪ **STEP One (1) Supervisor:** Within thirty (30) days of the occurrence, or of the grievant's knowledge
30 of the occurrence, the grievant may file a written grievance with his/her supervisor, with a copy to
31 the Superintendent. The supervisor shall meet with the grievant and the AR (if requested by the
32 grievant or the AR) within five (5) days after receipt of the grievance and attempt to gain a mutually
33 satisfactory resolution is reached at the hearing, it shall be reduced to writing and signed by those
34 involved. If no satisfactory agreement is reached, or if no decision has been rendered within the
35 timeline, the grievant may within five (5) days appeal to Step two (2).
36 ▪ **STEP 2. Superintendent:** The Superintendent shall arrange for a hearing with the grievant and the
37 AR (if requested by the grievant or the AR) to take place within five (5) days of his/her receipt of the
38 appeal. In the event a satisfactory resolution is reached at the hearing, it shall be reduced to writing
39 and signed by those involved. Upon conclusion of the hearing, if no satisfactory resolution has been
40 reached, the Superintendent shall, within five (5) days, provide his/her written decision, together
41 with the reasons to those involved.

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- 1 ▪ **STEP 3. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2, or if no
2 disposition has been made within the timeline, the Association may submit a “Demand for
3 Arbitration” to the American Arbitration Association (AAA), along with a copy to the
4 Superintendent. The Arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, (or
5 other rules, as mutually determined) provided that the Parties shall strike names from the panel
6 selected by AAA within ten (10) days of receipt of such panel. Neither the District nor the
7 Association shall be permitted to assert in such arbitration any grounds not previously disclosed to
8 the other party.

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

15 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel
16 and subsistence expenses and the cost of any hearing room, shall be borne equally by the Parties; all
17 other preparation and hearing costs shall be borne by the Party incurring them.
18

19 Section G. Miscellaneous Conditions

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

41 *ARTICLE XIV. DURATION*

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1 This Agreement shall remain in full force and effect from September 1, 2018 up to and including
2 August 31, 2020. All items agreed to herein are final and binding upon the Parties for the duration of
3 this Agreement unless the Parties mutually agree to re-open negotiations on specific items.

4 The Parties agree that state flow-through monies shall be applied to the salary schedule and to
5 insurance benefits, to the maximum respective amounts available.

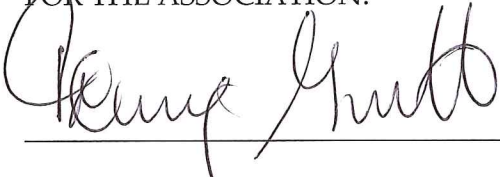
6 The Parties agree to reopen the salary/benefits provisions of this Agreement: (1) if the State Legislature
7 or OSPI makes substantial changes to the funding provisions in the prototypical funding model, and;
8 (2) to address salary/benefit changes specifically mandated by the State Legislature, but only if the
9 changes must be implemented before the contract expires under its current terms.

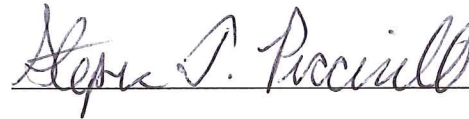
10 Either Party may, upon written notice not later than ninety (90) days before the date of expiration, give
11 notice of its intent to negotiate a successor Agreement to the other Party, and that it wishes to amend
12 the Agreement by addition, deletion or substitution.

13 Executed the 22nd day of March, 2019 at East Wenatchee, Douglas County, Washington State,
14 by the undersigned officers, with the authority of and on behalf of the Parties.

15 FOR THE ASSOCIATION:

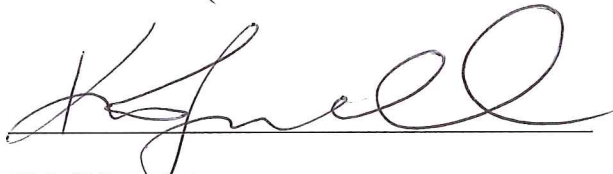
FOR THE BOARD:

16 
17 _____



18 Association President


Board Chair

19 
20 _____



21 Chief Negotiator

Superintendent

22 
23 _____
24 Chief Negotiator

25

Eastmont Education Association and Eastmont School District

APPENDIX A.

2018-2019 Eastmont School District									APPENDIX A EEA 45,900
180 Days									
Years/Step	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90	
0	\$ 45,900.00	\$ 47,140.00	\$ 48,424.00	\$ 49,712.00	\$ 53,842.00	\$ 55,030.00	\$ 59,161.00	\$ 61,824.00	18-19 Base (180 days)
	\$ 2,040.00	\$ 2,095.11	\$ 2,152.18	\$ 2,209.42	\$ 2,392.98	\$ 2,445.78	\$ 2,629.38	\$ 2,747.73	Prof Dev (8 days)
	\$ 47,940.00	\$ 49,235.11	\$ 50,576.18	\$ 51,921.42	\$ 56,234.98	\$ 57,475.78	\$ 61,790.38	\$ 64,571.73	Total Salary
1	\$ 46,518.00	\$ 47,775.00	\$ 49,075.00	\$ 50,419.00	\$ 54,593.00	\$ 55,642.00	\$ 59,816.00	\$ 62,460.00	18-19 Base (180 days)
	\$ 2,067.47	\$ 2,123.33	\$ 2,181.11	\$ 2,240.84	\$ 2,426.36	\$ 2,472.98	\$ 2,658.49	\$ 2,776.00	Prof Dev (8 days)
	\$ 48,585.47	\$ 49,898.33	\$ 51,256.11	\$ 52,659.84	\$ 57,019.36	\$ 58,114.98	\$ 62,474.49	\$ 65,236.00	Total Salary
2	\$ 47,106.00	\$ 48,375.00	\$ 49,690.00	\$ 51,138.00	\$ 55,299.00	\$ 56,258.00	\$ 60,419.00	\$ 63,093.00	18-19 Base (180 days)
	\$ 2,093.60	\$ 2,150.00	\$ 2,208.44	\$ 2,272.80	\$ 2,457.73	\$ 2,500.36	\$ 2,685.29	\$ 2,804.13	Prof Dev (8 days)
	\$ 49,199.60	\$ 50,525.00	\$ 51,898.44	\$ 53,410.80	\$ 57,756.73	\$ 58,758.36	\$ 63,104.29	\$ 65,897.13	Total Salary
3	\$ 47,713.00	\$ 48,994.00	\$ 50,323.00	\$ 51,817.00	\$ 55,970.00	\$ 56,842.00	\$ 60,992.00	\$ 63,732.00	18-19 Base (180 days)
	\$ 2,120.58	\$ 2,177.51	\$ 2,236.58	\$ 2,302.98	\$ 2,487.56	\$ 2,526.31	\$ 2,710.76	\$ 2,832.53	Prof Dev (8 days)
	\$ 49,833.58	\$ 51,171.51	\$ 52,559.58	\$ 54,119.98	\$ 58,457.56	\$ 59,368.31	\$ 63,702.76	\$ 66,564.53	Total Salary
4	\$ 48,308.00	\$ 49,645.00	\$ 50,982.00	\$ 52,528.00	\$ 56,706.00	\$ 57,453.00	\$ 61,632.00	\$ 64,391.00	18-19 Base (180 days)
	\$ 2,147.02	\$ 2,206.44	\$ 2,265.87	\$ 2,334.58	\$ 2,520.27	\$ 2,553.47	\$ 2,739.20	\$ 2,861.82	Prof Dev (8 days)
	\$ 50,455.02	\$ 51,851.44	\$ 53,247.87	\$ 54,862.58	\$ 59,226.27	\$ 60,006.47	\$ 64,371.20	\$ 67,252.82	Total Salary
5	\$ 48,923.00	\$ 50,266.00	\$ 51,616.00	\$ 53,248.00	\$ 57,410.00	\$ 58,075.00	\$ 62,240.00	\$ 65,053.00	18-19 Base (180 days)
	\$ 2,174.36	\$ 2,234.04	\$ 2,294.04	\$ 2,366.58	\$ 2,551.56	\$ 2,581.11	\$ 2,766.22	\$ 2,891.24	Prof Dev (8 days)
	\$ 51,097.36	\$ 52,500.04	\$ 53,910.04	\$ 55,614.58	\$ 59,961.56	\$ 60,656.11	\$ 65,006.22	\$ 67,944.24	Total Salary
6	\$ 49,554.00	\$ 50,869.00	\$ 52,264.00	\$ 53,977.00	\$ 58,120.00	\$ 58,713.00	\$ 62,856.00	\$ 65,683.00	18-19 Base (180 days)
	\$ 2,202.40	\$ 2,260.84	\$ 2,322.84	\$ 2,398.98	\$ 2,583.11	\$ 2,609.47	\$ 2,793.60	\$ 2,919.24	Prof Dev (8 days)
	\$ 51,756.40	\$ 53,129.84	\$ 54,586.84	\$ 56,375.98	\$ 60,703.11	\$ 61,322.47	\$ 65,649.60	\$ 68,602.24	Total Salary
7	\$ 50,664.00	\$ 51,998.00	\$ 53,412.00	\$ 55,218.00	\$ 59,423.00	\$ 59,907.00	\$ 64,110.00	\$ 67,018.00	18-19 Base (180 days)
	\$ 2,251.73	\$ 2,311.02	\$ 2,373.87	\$ 2,454.13	\$ 2,641.02	\$ 2,662.53	\$ 2,849.33	\$ 2,978.58	Prof Dev (8 days)
	\$ 52,915.73	\$ 54,309.02	\$ 55,785.87	\$ 57,672.13	\$ 62,064.02	\$ 62,569.53	\$ 66,959.33	\$ 69,996.58	Total Salary
8	\$ 52,289.00	\$ 53,696.00	\$ 55,143.00	\$ 57,099.00	\$ 61,360.00	\$ 61,786.00	\$ 66,048.00	\$ 69,060.00	18-19 Base (180 days)
	\$ 2,323.96	\$ 2,386.49	\$ 2,450.80	\$ 2,537.73	\$ 2,727.11	\$ 2,746.04	\$ 2,935.47	\$ 3,069.33	Prof Dev (8 days)
	\$ 54,612.96	\$ 56,082.49	\$ 57,593.80	\$ 59,636.73	\$ 64,087.11	\$ 64,532.04	\$ 68,983.47	\$ 72,129.33	Total Salary
9		\$ 55,454.00	\$ 56,973.00	\$ 58,999.00	\$ 63,359.00	\$ 63,685.00	\$ 68,048.00	\$ 71,164.00	18-19 Base (180 days)
		\$ 2,464.62	\$ 2,532.13	\$ 2,622.18	\$ 2,815.96	\$ 2,830.44	\$ 3,024.36	\$ 3,162.84	Prof Dev (8 days)
		\$ 57,918.62	\$ 59,505.13	\$ 61,621.18	\$ 66,174.96	\$ 66,515.44	\$ 71,072.36	\$ 74,326.84	Total Salary
10			\$ 58,825.00	\$ 60,997.00	\$ 65,415.00	\$ 65,685.00	\$ 70,104.00	\$ 73,322.00	18-19 Base (180 days)
			\$ 2,614.44	\$ 2,710.98	\$ 2,907.33	\$ 2,919.33	\$ 3,115.73	\$ 3,258.76	Prof Dev (8 days)
			\$ 61,439.44	\$ 63,707.98	\$ 68,322.33	\$ 68,604.33	\$ 73,219.73	\$ 76,580.76	Total Salary
11				\$ 63,053.00	\$ 67,568.00	\$ 67,741.00	\$ 72,257.00	\$ 75,539.00	18-19 Base (180 days)
				\$ 2,802.36	\$ 3,003.02	\$ 3,010.71	\$ 3,211.42	\$ 3,357.29	Prof Dev (8 days)
				\$ 65,855.36	\$ 70,571.02	\$ 70,751.71	\$ 75,468.42	\$ 78,896.29	Total Salary
12				\$ 65,044.00	\$ 69,779.00	\$ 69,878.00	\$ 74,466.00	\$ 77,850.00	18-19 Base (180 days)
				\$ 2,890.84	\$ 3,101.29	\$ 3,105.69	\$ 3,309.60	\$ 3,460.00	Prof Dev (8 days)
				\$ 67,934.84	\$ 72,880.29	\$ 72,983.69	\$ 77,775.60	\$ 81,310.00	Total Salary
13					\$ 72,043.00	\$ 72,091.00	\$ 76,731.00	\$ 80,213.00	18-19 Base (180 days)
					\$ 3,201.91	\$ 3,204.04	\$ 3,410.27	\$ 3,565.02	Prof Dev (8 days)
					\$ 75,244.91	\$ 75,295.04	\$ 80,141.27	\$ 83,778.02	Total Salary

Eastmont Education Association and Eastmont School District

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14					\$ 74,318.00	\$ 74,368.00	\$ 79,155.00	\$ 82,668.00	18-19 Base (180 days)
					\$ 3,303.02	\$ 3,305.24	\$ 3,518.00	\$ 3,674.13	Prof Dev (8 days)
					\$ 77,621.02	\$ 77,673.24	\$ 82,673.00	\$ 86,342.13	Total Salary
15					\$ 76,252.00	\$ 76,301.00	\$ 81,213.00	\$ 84,818.00	18-19 Base (180 days)
					\$ 3,388.98	\$ 3,391.16	\$ 3,609.47	\$ 3,769.69	Prof Dev (8 days)
					\$ 79,640.98	\$ 79,692.16	\$ 84,822.47	\$ 88,587.69	Total Salary
16+					\$ 77,776.00	\$ 77,827.00	\$ 82,837.00	\$ 86,513.00	18-19 Base (180 days)
					\$ 3,456.71	\$ 3,458.98	\$ 3,681.64	\$ 3,845.02	Prof Dev (8 days)
					\$ 81,232.71	\$ 81,285.98	\$ 86,518.64	\$ 90,358.02	Total Salary

Eastmont School District is an Equal Opportunity Employer

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APPENDIX B.

APPENDIX B

2018-2019

EMPLOYEE SUPPLEMENTAL SALARY SCHEDULE

2018-2019

BASE

\$37,653

HIGH SCHOOL 10-12

ASB	20.00%	\$7,531
Annual	15.00%	\$5,648
HS Journalism	13.00%	\$4,895
Instrumental Music	12.00%	\$4,518
Vocal Music	12.00%	\$4,518
Debate	8.00%	\$3,012
Key Club	6.00%	\$2,259
Knowledge Bowl	5.00%	\$1,883
Department Coordinator	4.00%	\$1,506
Natural Helpers (3@ HS)	3.00%	\$1,130
Art Club	3.00%	\$1,130
Honor Society	3.00%	\$1,130
Book of Creative Writing	3.00%	\$1,130
Senior Class Advisor	2.00%	\$753
Advanced Placement Coordinator	2.00%	\$753
MECHA (Equality Team Member)	2.00%	\$753
International Language Club	1.50%	\$565
Science Club (without Science Fair)	1.50%	\$565
Collection of Evidence (COE per Sufficient Notebook (2/3 of state funded amount))		
On-Line Washington State History - 1 to 10 Students (per semester)		\$961
On-Line Washington State History - 11 to 20 Students (per semester)		\$1,924
On-Line Washington State History - 21 to 30 Students (per semester)		\$2,886

JUNIOR HIGH

ASB	10.00%	\$3,765
Instrumental Music	8.00%	\$3,012
Vocal Music	8.00%	\$3,012
Annual	8.00%	\$3,012
Annual Photography (if not offered as a class)	5.00%	\$1,883
Department Coordinator	3.00%	\$1,130
Natural Helpers (2 @ Jr. High)	3.00%	\$1,130

CAREER & TECHNICAL EDUCATION

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FFA	10.00%	\$3,765
Skills USA Metals,	6.00%	\$2,259
Skills USA Woods	6.00%	\$2,259
FBLA (High School)	6.00%	\$2,259
FBLA (Jr. High)	5.00%	\$1,883
FCCLA	5.00%	\$1,883
ASL	5.00%	\$1,883
Sports Medicine	5.00%	\$1,883

INTERMEDIATE

Music	6.00%	\$2,259
Vocal	6.00%	\$2,259
Newspaper	3.00%	\$1,130
Department Coordinator	3.00%	\$1,130
Mission to Mars (from SECA)	2.00%	\$753

ELEMENTARY

Music	3.00%	\$1,130
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K-12

Highly Capable Coordinator	15.00%	\$5,648
K-4 Professional Development Coordinators	13.00%	\$4,895
Nurses*	10.00%	\$3,765
District Music Coordinator	8.00%	\$3,012
Counselors - Continuing Phase*	8.00%	\$3,012
Psychologists*	8.00%	\$3,012
Long-Term Mentor	6.00%	\$2,259
Counselors - Initial Phase*	6.00%	\$2,259
Knowledge Bowl	5.00%	\$1,883
Short-Term Mentor	3.00%	\$1,130
Site Team Facilitator (Certificated)		\$1,031
Site Team Secretary (Certificated)		\$825
Site Team Member (Certificated)		\$619
Staff Development Committee Member		Per Diem

BASE: All salaries represented on Appendix B shall be indexed to the current LEAP base salary.

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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 \$188 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.

***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, Leadership, CTE determined. 5-7 Department Coordinators shall be Math, Language Arts, Science, Social Studies, Specialists, Special Education/Special Programs.

EXTENDED DAYS

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.

Psychologists	10 days
Nurses	15 days
Speech/Language Pathologists	10 days
Occupational Therapists	10 days
Physical Therapists	10 days
Counselors:	
- Elementary	10 days
- Intermediate	10 days
- Jr. High	12 days
- High School	16 days
Librarians:	
- Elementary (combined 4 buildings)	10 days
- Elementary (Rock Island)	5 days
- Jr. High	10 days
- High School	10 days
GLAD Trainers	10 days
Migrant/Bilingual Coordinator	40 days
Highly Capable Coordinator	10 days

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RTI and PBIS Coordinator	20 days
CTE Ag/Science Jr. High	20 days
CTE Ag/Science High School	20 days
CTE FACSE Jr. High	7 days
CTE FACSE High School	7 days
CTE Business Ed Jr. High	4 days
CTE Business Ed High School	4 days
CTE Skilled & Technical Jr. High	4 days
CTE Skilled & Technical Jr. 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 Yearbook	1 day

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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>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 four (4) 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 four (4) years. 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 with input from his or her evaluator. This will be completed by November 1st (see APPENDIX G Student Growth Goals and Goal Setting Template).
	<p><u>Student Growth Goal Setting Template (Appendix G)</u></p>

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<p>Nov. 1st</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.
<p>Within first 90 days for Provisional staff</p>	<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.
	<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).
<p>December 15th to be notified of move to Comprehensive or Long Form</p> <p>End of 1st semester to be notified of being at risk for</p>	<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 the first semester, or as soon as this determination is made. • When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development.

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<p>Basic/Unsat (for Comprehensive employees.</p>	
<p>April 15th - Comprehensive April 30th - Focused</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.

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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>	CRITERIA SCORE

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<ul style="list-style-type: none"> ● P2: Lessons connected to previous and future lessons, broader purpose and transferable skill ● 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 	<p>CRITERIA SCORE</p>
<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 	<p>CRITERIA SCORE</p> <p>(1 to 4)</p>
<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 	<p>CRITERIA SCORE</p> <p>(1 to 4)</p>
<p>COMMENTS (required if this is the chosen Focused criteria):</p>	

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6. Using multiple student data points to modify instruction and improve student learning						
7. Communicating and collaborating with parents and the school community						
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning						
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 (*required, add additional pages if necessary*):

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[Empty rectangular box for additional comments or notes]

Teacher Comments (*optional, add additional pages if necessary*):

[Large empty rectangular box for teacher comments]

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

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APPENDIX F.

Eastmont School District/Eastmont Education Association

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 checked="" type="checkbox"/>	Comprehensive – Provisional classroom teachers or continuing classroom teachers who must be evaluated on Comprehensive every four (4) 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 four (4) 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.

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
_____.

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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 - Between September and May, all ELL students will increase their writing scores by one level as measured by the Harmon Middle School 4 point 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 - Between September and May, all students will increase their writing scores by one level as measured by the Harmon Middle School 4 point writing rubric.
--

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

Goal - Between September and May, all 8th grade students will increase their writing scores by one level as measured by the Harmon Middle School 4 point rubric. The 8th grade team will meet every six weeks through the year to examine student work and calibrate expectations.
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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)				

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CRITERION 4: Providing clear and intentional focus on subject matter content and curriculum.		Teacher/Student Evidence or Observation Notes			
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				

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

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	collaboration with parents and guardians				
PCC3	<u><i>Professional Collaboration & Communication:</i></u> Communication within school community about student progress				

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

Date of Post-Observation Communication: _____

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

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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?

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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.

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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.

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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.

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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:

• • •

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:

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

Employee Signature:		Date:	
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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:

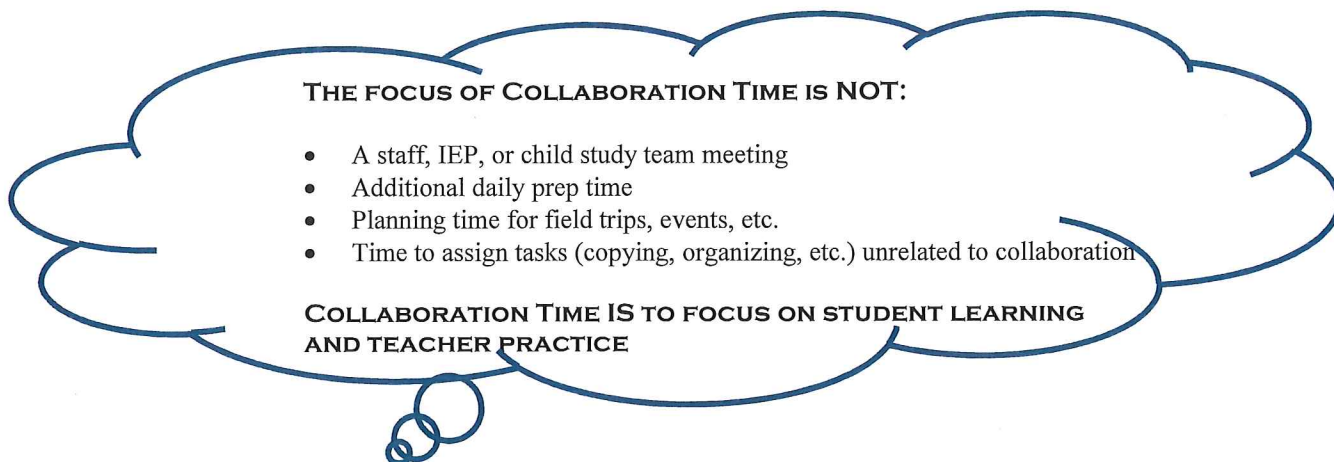
• • •

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 planning 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



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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:	

1. 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.

Indicate completed activities in this area:
--

- 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.

Indicate completed activities in this area:
--

•••

- 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.

Indicate completed activities in this area:
--

- d. Mentors and employees shall complete a form listing the above activities throughout the year as well as an evaluation of the experience prior to the Mentors receiving their stipend.

Indicate completed activities in this area:
--

- 2. **Stipends:** Short Term and Long Term Mentors shall receive a stipend as defined in APPENDIX B. Evaluation forms as described above must be received before payment is made.
 - **Submit completed form to Human Resources for payment on next scheduled payroll.**

Employee's Signature:		Date:	
------------------------------	--	--------------	--

Administrator Signature:		Date:	
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•••

APPENDIX Q.

Eastmont School District/Eastmont Education Association

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.

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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 applicable														4	3	2	1	4	3	2	1
STAR EL, if applicable		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 applicable														4	3	2	1	4	3	2	1
Behavior Scale:		Based on Student Risk Screening Scale (High Risk, Moderate Risk, Low Risk)																			
Behavior: Internal (Focus/Motivation)		H	M	L		H	M	L		H	M	L		H	M	L		H	M	L	
Behavior: External (Defiance, Disrespect, etc.)		H	M	L		H	M	L		H	M	L		H	M	L		H	M	L	
Independent Skills			Yes	No			Yes	No			Yes	No			Yes	No			Yes	No	
Behavior Plan: Individual Plan, attach copy			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			
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																					

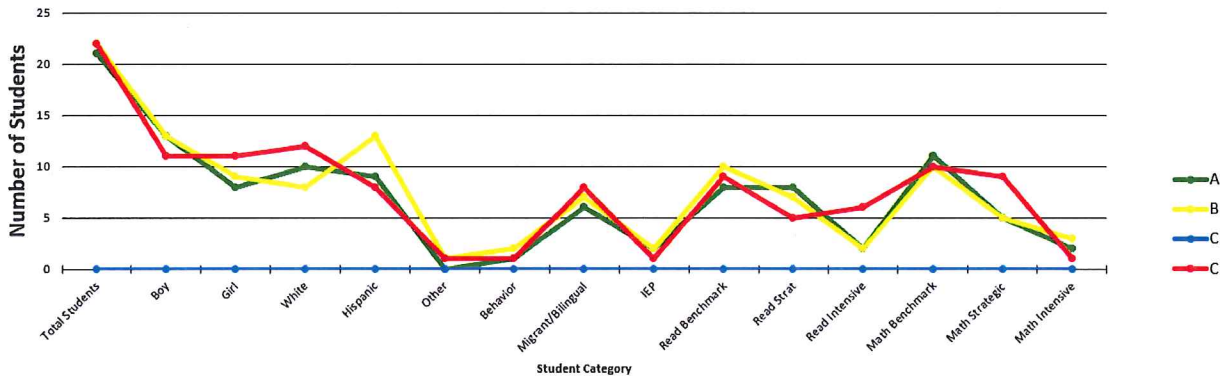
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APPENDIX S.

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	5	5	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				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							1			1			not w/Sophia K. stubborn, counselor
	1			1							1				1	new in March, retained in Entiat, low, tries hard
	1		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					reads little at home
	1				1		1	1		1			1			tries hard sweet speech IEP
	1						1				1					not w/ Noeleni (cousin)
	1			1										1		
		1		1					1	1						little effort, stubborn
		1	1						1			1				
		1	1						1			1				excellent

Class Comparisons - Number of Students



Class Comparisons - Percentages

