

**Collective Bargaining
Agreement Between
Eatonville Education
Association and Eatonville
School District**

September 1, 2019 – August 31, 2022

ARTICLE I

AGREEMENT CONDITIONS

I.1 Preamble

This agreement is entered into between the Eatonville School District Board of Directors, hereinafter referred to as the "District" and the Eatonville Education Association, hereinafter referred to as "the Association", and referred to collectively as "the Parties".

I.2 Recognition

1. The district recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel who hold valid contracts with the District; are employed by the District on a daily, hourly, or flat rate basis; are on leave by Board action, but not currently under contract; and long term substitutes (those who have been employed twenty (20) consecutive days or more, or who have been employed thirty (30) days or more during any twelve (12) month period ending in a school year in which the substitute is available for work or in the immediately preceding school year, beginning on the twentieth (20th) consecutive day of employment, or on the thirtieth (30th) day of employment within the twelve (12) month period. Such representation shall exclude the superintendent, administrative assistants to the superintendent, assistant superintendents, the business manager, the director of curriculum, instruction and assessment, principals, vice principals, the director of special services, the vocational director, aides, substitutes other than long-term as herein defined, contracted agency employees and consultants employed to assist with specific projects on a part-time basis. The term "teacher" or "employee" when used herein after this Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.
 - i. New employees (i.e. first hired for the ensuring year) may elect to become members of the Association.
 - ii. The district shall furnish the Association a listing by name of all bargaining unit employees employed by the District and their school locations by September 15 of each year. A list of corrections and changes to this list shall be furnished to the Association at a monthly or other agreed-upon period thereafter.

- iii. With respect to each employee electing to be an Association member, the District shall, upon receipt of an appropriate authorization form provided by the District, make a monthly payroll deduction in the amount of the Association's regular and usual required monthly dues.
- iv. Each month the District shall promptly remit to the Association by check or electronic transfer those monies.

I.3 Status of Agreement

The language of this Agreement shall supersede language in any rules, regulations policies, or resolutions of the District which is contrary to or inconsistent with its terms.

The District and Association shall form a joint committee to review, edit and recommend changes to the outdated bargaining agreement terms prior to the next contract negotiations for the bargaining committee.

At the end of two years, the parties agree to reopen negotiations if the District's unobligated fund balance exceeds six (6) percent at year end closing. Any designated allocation to be deposited in a VEBA account, equally for each certificated staff under this agreement.

I.4 Compliance of Agreement

All individual regular personnel service contracts shall be consistent with the terms and conditions of this agreement or are subject to amendment and adjustment to conform to the immediate successor Agreement.

I.5 Conformity of Law

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

If any provision of this Agreement is so held to be contrary to law, the Parties may commence negotiations on said provision as soon thereafter as is reasonably possible.

I.6 Collaboration Meetings

An Association representative(s) shall meet with the Superintendent or his designee at a scheduled monthly meeting to discuss matters covered by this Agreement and other issues as needed. The agenda will be in writing, will contain the items of concern and be exchanged not less than 24 hours in advance. Such meetings may be postponed or canceled by either party. These meetings are not intended to bypass administrative channels, the negotiations or the grievance procedure.

At the discretion of either party, additional meetings may be scheduled, at a mutually agreeable time, but not later than five (5) working days from the date the request is made.

I.7 Typing/Printing/Distribution of Agreement

Final typing of the agreement shall be determined by the negotiation committee and be electronically distributed.

I.8 No Strike/No Lockout

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lockout its Employees.

I.9 Work Days

The term "workdays" shall refer to the days of the teacher contract throughout this document unless specifically stated differently.

ARTICLE II

ASSOCIATION/MANAGEMENT RIGHTS AND RESPONSIBILITIES

II.1 Management Rights

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

II.2 Association Rights and Responsibilities

1. Access: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the above-mentioned Association representatives to report to the building principal's office prior to contacting members in individual buildings. The Association shall have 30 minutes of paid time at each new hire orientation to meet with new certificated staff.

2. Equipment and Facilities Use: The Association may use, after notification to the building administrator, school equipment including typewriters, computers, copy machines, and audio-visual equipment, providing that such equipment shall not be removed from school property without permission of the building administrator and further provided that equipment requiring some expertise and sophisticated knowledge be operated only by competent operators and that all repairs required by incorrect operation or care be paid for by the Association. Expendable supplies in connection with such equipment use will be furnished or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations.

The Association shall follow the prescribed district process for facilities use, pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of the School District facilities and equipment.

II.3 Membership Communication

Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials.

The Association may post notices of activities and matter of Association concern on designated teacher bulletin boards, one of which shall be provided in each faculty lounge; provided, that such notices are labeled as Association materials.

II.4 Availability of Information

The District agrees to furnish to the Association in response to reasonable requests, all information, which is public record.

II.5 Payroll Deductions

All salaries are subject to mandatory payroll deductions i.e.: (1) State Teachers or State Employees Retirement Systems, (2) Federal Withholding Tax, and (3) FICA (4) Medicare, (5) Labor and Industries-pension. Absences not provided for by leaves will be computed on a per diem based on the teacher's annual salary for each day's absence. Employees impacted by deducted days are encouraged to consult with the payroll office as soon as he or she is aware of the situation.

The following deductions may be made if authorized by the individual and consistent with law. *i.e.*: (1) Additional withholding tax, (2) Approved medical plans, (3) Salary insurance, (4) Tax-sheltered annuities, (5) School Employees Credit Union of Washington, (6) Other District-approved insurance programs, (7) Dues, including WEA-PAC and EN PAC, (8) U.S. Savings Bonds, (9) WEA Select Long Term Care.

Direct Deposits and/or payroll deductions may be made to any financial institution for which electronic deposits are available. Direct deposits and payroll deductions can be implemented and/or changed at any time at the employee's request.

II.6 Association Meetings

Association meetings may be set at 3:00 P.M. and Association members shall be dismissed in a timely manner to attend such meetings.

ARTICLE III

TEACHER RIGHTS

III.1 Individual Rights

Eatonville School District #404 complies with all state and federal rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence or any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities. This holds true for all district employment and opportunities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX/Chapter 28A.640 RCW Officer and/or Section 504/ADA Coordinator.

III.2 Employee Responsibilities

The Employee shall care for instructional materials and equipment and shall promptly report damage, loss or theft of equipment, furniture or fixtures to his/her supervisor.

It shall be the responsibility of the teacher to follow the prescribed courses of study to enforce the rules and regulations of the school district, the State Superintendent of Public Instruction and the State Board of Education, and maintain and render the appropriate records and reports.

Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into consideration individual differences among pupils. All pupils shall receive instruction in such prescribed courses of study that are required by law and regulation.

Teacher shall be responsible for the evaluation of each pupil's educational growth and development, and for making periodic reports to parents or guardians and to the designated school administrator.

Teachers are required to make due preparation daily for their duties; preparation to include attendance at teacher's meetings and such other professional work contributing to efficient school service as may be required by the principal, superintendent or board of directors.

III.3 Academic Freedom

Academic freedom shall be guaranteed to teachers, and no special limitations except as governed by good taste, common sense and law shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning; However teachers will not attempt to indoctrinate. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside normal classroom activities. Academic freedom includes the commitment to the democratic tradition, a concern for the welfare, growth, and development of children and insistence on objective scholarship.

Accordingly, the Board and Association agree as follows:

The Board and Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environments and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

In discussing controversial issues, the Employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's positions other than his/her own. Students shall be encouraged after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

III.4 Personnel Files

1. Materials in the Employee's personnel file maintained in the personnel office, which may serve as a basis for affecting employee status, will be available for inspection by the affected employee.
2. An employee will have the right to comment on any material placed in the personnel file and to have such comments attached to the material in question.
3. Information will be entered into an Employee's file under the following conditions:
 - a. The Employee will be notified, in writing within five (5) working days that the information has been placed in the file.
 - b. The Employee will be provided an opportunity to challenge the accuracy or appropriateness of the information.
 - c. The Employee will be provided an opportunity to enter a written statement of clarification or explanation of the information.

4. Any material that is placed in an Employee's file that violates the legal or contractual rights of the Employee shall be removed upon written request of the Employee.
5. Any material deemed derogatory by an Employee shall be removed upon request of the Employee if it is dated four (4) years or more prior to the request except in situations regarding health, and safety of students.

III.5 Teacher Protection

1. The School District shall provide Employees with insurance protection covering those Employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property hereof. Such insurance protection must include at a minimum liability insurance covering injury to persons and property, and insurance protecting those Employees from loss or damage of their personal property incurred while so engaged. (RCW 28.A.400.370).
2. The District shall provide legal assistance, including legal resources, to employees who are the victims of stalking, harassment, bullying, slander, libel, and/or defamation by students, parents, or community members, when the employee is targeted because of his or her status as an employee of the Eatonville School District.
3. Any case of assault upon an Employee shall be promptly reported to his immediate supervisor. Any student committing any act under Chapter 9A.36 RCW – ASSAULT – PHYSICAL HARM, Chapter 9A.40 RCW, - KIDNAPPING, UNLAWFUL IMPRISONMENT, CUSTODIAL INTERFERENCE, LURING, TRAFFICKING, AND COERCION OF INVOLUNTARY SERVITUDE, Chapter 9A.46 RCW – HARASSMENT, or Chapter 9A.48 RCW – ARSON, RECKLESS BURNING, AND MALICIOUS MISCHIEF when the act is directed towards the teacher/employee shall not be placed in that teacher or employee's classroom and/or caseload.
4. Any employee who is the victim of any of the acts referenced in section 2 above shall have the right to:
 - a. Meet with his or her supervisor within two (2) days of the incident. Or as soon as possible. The employee may also elect to meet with the superintendent during that same period of time,

- b. meet with the Student Services Director, if appropriate, within two (2) days of the incident or as soon as possible,
 - c. be provided access to the Employee Assistance Program.
 - d. In the case of a student receiving special education services, initiate the IEP review process,
 - e. receive additional training if requested by the teacher,
 - f. be provided other available assistance as needed at the time of the incident, including but not limited to leave with pay on the day of the incident which will not be charged to any accumulated leave.
5. Whenever an Employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.
6. Whenever a teacher is absent from employment and unable to perform contracted duties as a result of personal injury sustained in the course of employment, the teacher will be paid full salary for the period of absence, for which he/she has available sick leave, less the amount of any workman's compensation award made for disability due to said injury.
7. No disciplinary action shall be taken against teacher as a result of a complaint by a parent or student unless the teacher is informed of the complaint within ten (10) teacher working days.

III.6 Due Process

No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharge, non-renewals, terminations or other actions that would adversely affect the Employee) without just cause.

The reasons for disciplinary action are to be written and placed in the Employee's personnel folder with a copy sent to the Employee.

An Employee shall be entitled to have a representative of the Association present during any disciplinary action excluding formal warnings, criticism or suggestions for improvement, which independently do not form a basis for formal action. When a request for such representation is made, no action shall be taken with respect to the Employee until such a representative of the Association is present or until two (2) working days have passed after such request. In cases where health, safety and well-being of students, other

Employees, or District patrons necessitate immediate disciplinary action, the District will notify the Association in writing within five (5) working days.

III.7 Student Discipline

In the maintenance of a sound learning environment, the district shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support and uphold teachers in their efforts to maintain discipline in the district and shall give immediate response to all teachers' requests regarding discipline problems provided that the teacher has followed established District policy. Copies of the District policy shall be provided to each teacher on or before the first student day. Beginning in the 19/20 school year, the EEA shall appoint at least one member to each building discipline committee. This committee shall review and update the building disciplinary policies on an annual basis during the contracted day.

The District shall also advise those employees working directly with a student when the District possesses information that the student's disciplinary history suggests a possible threat to the safety of others; legal documentation, threat assessment, and/or disciplinary records. Notification shall occur when reliable, verifiable documentary evidence is received by the District. The District shall make every reasonable effort to provide this information prior to the student being placed in the employee's classroom/caseload. Employees may have access to student' disciplinary records as provided by law.

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

The District will comply with State laws related to the removal and return of students to the classroom.

Each teacher shall be advised within two (2) working days of any complaint made to the principal or other School District administrator regarding the teacher's discipline of students. The teacher shall be given the opportunity to present his or her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged.

In cases of misconduct or insubordination, when the teacher deems it necessary he/she may recommend to the principal a pupil's suspension or expulsion from school. If student misconduct affects other students, such as when a room needs to be evacuated, or when students witness a physical or

verbal assault, the Principal will consult with the teacher to determine the best method and form of communication to parents of the affected students.

III.8 Salary Payment

Salary payment will be made on the last designated business day of each month.

III.9 Assignment and Transfer

The employment, assignment, direction and management of all employees of the District is the exclusive right and responsibility of the Board of Directors of the District. The District will have the right to hire, assign and transfer the personnel of the District to meet the educational program and needs of the District.

Employees will be assigned on the basis of the needs of a District, the Employee's qualifications, and the expressed preference of the Employee. When it is not possible to meet all conditions, Employees will be assigned first, in accordance with the needs of the District; second, where the Employee is most qualified; third, the expressed preference of the Employee.

To assure that Employees are given every consideration in filling any vacancies which may occur at any time within the District, these vacancies and new positions will be publicized to the staff and Association through an electronic notice or reference to an online job posting as far in advance of the date of the opening of any new vacancy or new position as possible. Employees will be notified of vacancies which occur during summer break via District email.

Definitions:

Assignment – The initial placement of an employee to an initial position within a building or within a program (i.e. Special Education).

Reassignment – The changing of the employee's assignment within a building or a Program (i.e. Special Education).

Transfer – The changing of an employee's assignment to another building.

Involuntary Transfer – The changing of an employee's assignment to another building against the employee's wishes.

1. Openings on the certificated staff will be filled according to the following considerations:
 - a. Within each building, building certificated staff will be given first opportunity to be considered for internal openings. The District will notify all building employees regarding open positions within five (5) days from the date positions are vacated. Eligible building employees

must notify the District their desire to fill building openings within five (5) days of notification.

- b. During summer months, certificated positions will be posted in the District Office on Wednesday of each week.
 - c. An opening that exists after reassignments are completed shall be considered a vacancy.
 - d. Vacancies shall be posted at work sites, on District e-mail and web sites.
2. The Association will be sent copies of "Positions Open" notices when school is not in session.
 3. Except under special circumstances, transfer will be made at the end of the semester.
 4. Should it be necessary to transfer an Employee involuntarily from building to building or grade level and/or subject within buildings, as much notification as possible will be given, in writing, by the Superintendent or designee to the Employee being transferred. No Employee shall be transferred to a position for which he/she is unqualified.

ARTICLE IV

STAFF DEVELOPMENT

IV. 1 Early Release Days

Collaboratively planned early release days may be scheduled throughout the school year for district-wide staff development activities.

A part-time teacher that needs to be present at the training would be present per their FTE status. Should the teacher need to be present for the entire training, the teacher will be compensated. Teacher attendance will be determined by the school principal.

IV.2 Trainers

An Employee trained at the request and expense of the District shall meet with District representative(s) to outline in writing the expectations following the training (see IX.11 for pay rate).

IV.3 Teacher Substitutes

Each Employee will be entitled a substitute for one staff development day as arranged with the building principal. In addition to the aforementioned day, a certificated employee may receive up to two staff development sub days that are donated by another employee(s) per year. The allocation for one sub day will be added to the individual's IDEA balance and can be used according to the IDEA guidelines.

Section IV.3 may be suspended during school years impacted by a double levy failure.

IV.4 Substitute Pool

A pool of one substitute day per building Employee will be funded for building planned staff development, activities and field trips. This allocation could be used for activities conducted in two (2) or four (4) hour blocks outside the school day paid at the Employee's per diem rate per hour. The allocation for building substitutes will be added to each building's general budget and used as equitably as possible amongst staff for professional development.

Section IV.4 may be suspended during school years impacted by a double levy failure.

ARTICLE V

GRIEVANCE PROCEDURE

V.1 Definition

A grievance is an alleged misinterpretation of, or violation of terms and/or provisions of this Agreement.

A grievance shall mean an individual, a group of individuals and/or the Association.

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter informally with any appropriate member of the administration.

V.2 Procedure for Processing Grievances

1. Immediate Supervisor: The Association acknowledges that it is appropriate, usually most desirable-for an Employee and his/her immediate supervisor to resolve problems through free and informal communications at the lowest level of the grievance process. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within thirty (30) working days after the occurrence of the grievance.

The "Statement of Grievance" shall name the grievant(s), Association representative, Association President, and the Superintendent. The immediate supervisor's answer shall include the reasons upon which the decision was based within five (5) district working days of receiving the grievance, a copy of the grievance, his/her decision and all supportive evidence shall concurrently be sent to the grievant(s), Associative representative, Associative President and the Superintendent. Grievances presented during non-school time will be responded to within five (5) district working days after school has resumed.

2. Superintendent: If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or her/his designated representative, within seven (7) working days of the decision rendered in Step 1.

The Superintendent or her/his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and that such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to affect a resolution of the grievances.

The Superintendent or her/his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative, Association President and immediate supervisor within five (5) working days from the conclusion of the meeting.

3. Grievance Mediation: If no satisfactory settlement is reached in Step 2, the grievance may be sent by mutual agreement to grievance mediation within seven (7) working days after receiving the disposition of the Superintendent. (See Appendix I.)
4. Arbitration: If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this article.

The Arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days' notice shall be given to both Parties of the time and place of the hearing. The Arbitrator will issue his decision within twenty (20) days from the date final written briefs have been submitted or, if revised by both Parties, twenty (20) days after the completion of the hearing.

The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted to him. The decision of the Arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).

V.3 Jurisdiction of Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement, or award damages. (Make whole remedies including interest shall not be considered damages).

The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act that is prohibited by law.

The Arbitrator shall have no power or authority to rule on any of the following:

- a. The termination of services of or failure to re-employ any provisional Employee.
- b. The termination of services or failure to re-employ any Employee to a position on the supplemental salary schedule.

- c. Any matter involving Employee evaluation, provided that Evaluation Procedure shall be subject to the Arbitrator's review.
- d. Any manner involving Employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.

V.4 Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the limits of that step shall be deemed resolved by the Employee's answer at the previous step.

V.5 Accelerated Grievance Filing

In order to expedite grievance adjudication, the Parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures may be lodged at Step 2 of this procedure.

Any grievance that has been filed prior to the termination date of this Contract may be processed to conclusion even if the Contract is expired.

V.6 Reprisals

No reprisal of any kind will be taken by the Employer against any Employee because of his or her participation in any grievance.

V.7 Costs

The fees and expenses of the Arbitrator shall be shared equally by the Parties. All other expenses shall be borne by the Party incurring them

ARTICLE VI

CERTIFICATED STAFF EVALUATION

General Information

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "Employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

1. Classroom teachers will be evaluated in accordance with the "Classroom Teacher Evaluation Criteria."
2. Certificated Support Personnel including counselors will be evaluated in accordance with "Certificated Support Personnel Evaluative Criteria." (Appendix F)
3. Selection of Evaluator: For the purposes of evaluation, District-wide and site-based (Special Education staff certificated) shall choose, no later than September 30 of each year, between their respective Program Director or site supervisor (or principal).

The following evaluation language shall apply only to those certificated staff being evaluated using OSPI-approved, CEL 5D+ framework.

VI.1 (Section 1) – Evaluation System Preamble

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the selected instructional framework, teachers will be allowed to exercise their professional judgement and will be evaluated on their practice, skills and knowledge.
4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit

member, as described in WAC 392-191-02S: *To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.*

Purpose – The following evaluation process has the following element, goals, and objectives: 1) *An evaluation system must be meaningful, helpful and objective; 2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities identifying areas needing improvement; 3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; 4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards minimizing subjectivity.*

VI.2 (Section 2) – Definitions and Notes

Artifacts shall mean any products generated, developed, or used by a certificated teacher.

“Certificated principal”, “principal”, and “assistant principal” meaning a person who is employed to supervise the operation and management of a school (WAC 181-79-140 (4) (a) or (6) (h)).

“Certificated classroom teacher” and “teacher” meaning a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g).

Component shall mean the sub-section of each criterion.

Criteria shall mean the eight (8) state-defined categories to be scored.

Evaluation shall mean the ongoing process of identifying, gathering, and using information to assess total job effectiveness, improve professional performance, and make personnel decisions.

Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained to this agreement.

Evidence means observed practice, products or results or a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence may

include artifacts produced or resulting from the course of professional performance during the school year.

Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance. Evidence may include artifacts produced or resulting from the course of professional performance during the school year. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the quantity of evidence, which determines criterion rating.

Unsubstantiated complaints against an employee shall not be included in any documentation pertaining to any individual's evaluation.

Input from parents or anonymous sources, or known sources, shall not be used as evidence in an evaluation unless such input is independently verified and/or observed by the evaluator. Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of a teacher observation.

Formal Observation means any observation which is scheduled in advance between the teacher and evaluator for the purpose of evaluation.

Informal Observation means any non-scheduled observation during which evidence is gathered by an evaluator to inform him or her regarding a teacher's final evaluation.

"Observe" or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time using the instructional framework rubrics.

"Rubrics" or "rubric row" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

Satisfactory/Unsatisfactory

Satisfactory- Overall summative performance ratings of Proficient (Level 3) or Distinguished (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the profession, a performance rating of Basic (Level 2) is also considered satisfactory.

Unsatisfactory- An overall summative performance rating of Unsatisfactory (Level 1) is considered not satisfactory for all teachers. Teachers on a continuing contract with more than five years of teaching experience who

receive a summative performance of Basic (Level 2) two years in a row, or two years within a consecutive three-year period are also considered unsatisfactory.

Student Growth Data shall be selected by the teacher and means data that shows the change in student achievement between two points in time within the current school year. Teachers will not be required to include student growth data from statewide assessment instruments in creating goals for the year. Assessments used to demonstrate such growth shall be primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Summative Performance Ratings means the four performance levels applied using the four-level system:

Level 1 Unsatisfactory; Level 2 Basic; Level 3 Proficient; Level 4 Distinguished

- (1) *Unsatisfactory*: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.
- (2) *Basic*: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is consistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
- (3) *Proficient*: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) *Distinguished*: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

VI.3 (Section 3) – State criteria, Framework, and Scoring

The parties have agreed to the CEL 5D+ adopted evidence-based instructional framework as approved by OSPI. The complete instructional framework is available for download at <http://info.k-12leadership.org/5-dimesions-of-teaching-and-laerning>.

The following criteria will be used to evaluate certificated classroom teachers:

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

Student growth must data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for criteria 3, 6 and 8.

Criterion Scores

Each rating will be assigned the following numeric values:

Unsatisfactory - 1 Basic - 2 Proficient – 3 Distinguished - 4

An employee shall receive one of the four performance ratings for each of the minimum criteria. Additionally, an employee shall receive one of the four performance ratings for the evaluation as a whole, which shall be the overall summative score as per WAC 392-19A-080 (6).

A numerical mean shall be used to calculate the individual criteria rating. When criterion rating includes a whole number plus a place value of .49 or below, it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49 would become a criterion rating of 2 and a rating of 2.50 would become a criterion rating of 3.) However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished ratings on the criterion scores.

Overall Summative Score

All classroom teachers shall receive a performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

8-14 points- Unsatisfactory

15-21 points- Basic

22-28 points- Proficient

29-32 points- Distinguished

Student Growth Criterion Score

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. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

5-12- Low

13-17- Average

18-20- High

Student growth data shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. It may include teacher initiated, formative and summative assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teachers student growth criterion scores.

If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, she/he must automatically be moved to the Proficient (3) level for the overall summative score.

Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry. Within two months of receiving the low student growth score or at the beginning of the following school year, the following must be initiated by the evaluator:

The teacher shall create a plan to address student growth issues that may include one or more of the following:

- a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretation;
- d. Create and implement a professional development plan to address student growth areas.

VI.4 (Section 4) – General Evaluation Agreements

Employees shall have transparent access to all relevant student achievement data available.

Notification – With the exception of transfers between evaluation formats (see Section 7, "Focused Evaluations") every teacher shall be notified no later than the last working day of September of his or her evaluator and whether he or she is scheduled to be evaluated using a Comprehensive or Focused evaluation.

Out of Content/Endorsed Areas – No teacher shall be subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

Security – All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Audio and/or video devices shall not be used to listen to, observe, or record the proceedings of any classroom without prior knowledge and documented consent of the

teacher. The District shall make reasonable efforts to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

VI.5 (Section 5) – Professional Development

Prior to their being evaluated under the new evaluating system, the District shall provide teachers professional development relevant to the CEL 5D+ framework and evaluation process. Each teacher shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to his or her position and track (comprehensive or focused) in the evaluation cycle.

All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the CEL 5D+ evaluation system.

VI.6 (Section 6) – Provisional Teachers

- A. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- B. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28.A.405.220.
- C. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties in the total observation time for the school year shall not be less than (90) ninety minutes.
- D. Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) in their first year with the District, and/or Distinguished (Level 4) by the end of their second year of employment with the District may be removed from provisional status by the Superintendent.
- E. The Principal or his or her designee shall make at least one (1) observation for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of employment of all teachers in their first year of employment with the District.

- F. The District shall notify the Association President if a provisional employee is performing at an unsatisfactory level.
- G. Before non-renewing a provisional teacher, the evaluator shall have made efforts to assist the teacher in making satisfactory progress toward remediating deficiencies. Such efforts may include, but are not limited to, a comprehensive evaluation, reports from the evaluator of progress towards remediating deficiencies, peer support, classroom visitation, mentoring and coaching.

VI.7 (Section 7) – Procedures for Evaluation

All classroom teachers shall be evaluated each school year by their principal or his or her designee. The principal or designee is referred to herein as the "evaluator".

If an employee is assigned to two or more schools, the evaluator at the school to which the employee is assigned the greater part of the time shall be responsible for the employee's overall evaluation. If a teacher is assigned to two or more schools for equal amounts of time within the school day, mutual agreement between principals, in collaboration with the teacher, will determine who will be the evaluator of record.

Observations

Total observation time for each employee for each school year shall not be less than 60 minutes.

Observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.

If there is an area of concern noted in any record from such observations, written documentation of the observation must be provided to the teacher for that evidence to be included in the final evaluation. Such documentation will be provided within three school days of the observation. A teacher may request a post-observation conference to discuss an observation and the request shall be granted.

- A. **Comprehensive Evaluations** – A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years.

The following classroom teachers shall receive an annual comprehensive summative evaluation:

- (1) Classroom teachers who are provisional employees under RCW 28.A.405.220;

(2) Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

B. **Focused Evaluations** - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (Level 3) or above in the previous school year may complete a focused evaluation. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. The final score from the most recent Comprehensive evaluation shall be the final score of the Focused evaluation, unless the Focused score is Distinguished, in which case the final score shall be Distinguished.

Teachers on focused evaluations shall have the option of selecting which of the eight criteria will be assessed. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in either criterion 3 or 6.

If the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required. The selected student growth component will be documented on a student growth goal setting template (Examples located in: Google – Contract Tool Box).

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern shall be shared with the teacher in writing at that time.

Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no fewer than two occasions in each school year. Such confidential conferences shall be for the purpose of aiding the administrator in his or her assessment of the employee's professional performance and to provide additional evidence by either the evaluator or teacher to aid in this assessment against the instructional framework rubrics and/or for the teacher to provide unobserved evidence of having met certain criteria and goals. The annual evaluation results will be documented on the summative evaluation form (Appendix G: Form A) with only the selected criteria being scored.

Evaluation Steps

There are 5 steps in the CEL 5D+ inquiry cycle for evaluations which utilize a collaborative model between teacher and evaluator. They include: 1) self-assessment, 2) a pre-inquiry conference, 3) inquiry, formative feedback and support, 4) post-inquiry conference, and 5) the summative evaluation conference.

Step 1: Self-Assessment

Each teacher shall reflect on his/her practice and may complete a self-assessment (Google: Contract Tool Box). This is a reflection of practice and will serve as a tool for the goal setting conference. The teacher is not required to share the written results with their evaluator.

Step 2: Pre-Inquiry Conference

Following the self-assessment, the teacher will meet with his or her evaluator in a pre-inquiry conference conversation to determine an area of focus for the observation and feedback. Together, the teacher and evaluator will decide what kind of evidence to collect and set goals for the teacher's instructional practice, the student's learning, and an agreed upon observation schedule. Additionally, for components SG 3.1, 6.1 and 8.1 the teacher shall determine, document, and submit a student growth goal (Refer to the Google: Contract Tool Box for documentation forms).

Step 3: Inquiry, Formative Feedback, and Support

During each school year, all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. The evaluator shall document the result of the observation in writing and shall provide the Employee with a copy thereof within three (3) working days after the observation.

During classroom visits, the evaluator gathers scripted evidence of teacher practice to compile a record of performance for summative assessment and as the basis for feedback conversations with the teacher. The teacher and evaluator engage in study and action around the chosen area of focus through a series of visits during the inquiry cycle. During this time, the evaluator supports the teacher through feedback, professional development opportunities, and collaborative learning with colleagues. Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance.

Step 4: Post-Inquiry Conference

The purpose of the post-inquiry conference is to examine the evaluator's evidence, the teacher's action steps, formatively discuss teacher growth using

the 5D+ Teacher Evaluation Rubric, and decide whether to continue the same inquiry or identify a new area of focus. The post-inquiry conference includes discussion of observed evidence and evidence not seen during the observation. The teacher and evaluator will agree on next steps and sign documentation that the post-inquiry conferencing has occurred.

Step 5: Summative Assessment

No later than May 15th the teacher and evaluator will need to meet to discuss the teacher's final summative score. This conference will include a review of the evidence gathered by the teacher and evaluator including formal and informal observations, artifacts, student growth data, professional contributions, impacts on learning, and other ancillary evidence. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available. Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, District-based and state-based tools. The final summative score will be based on the alignment of evidence gathered based on the CEL'S 5D+ and State Student Growth Rubrics. When appropriate, a lack of evidence as required in the rubrics may also be used as part of the summative scoring. The final summative score and recommendation will be recorded on the Summative Evaluation Form (Appendix G: Form B). The teacher will sign Form B to indicate receipt. The signature of the teacher does not, however, imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments or rebuttal to the final annual evaluation report at any time.

- A. If a teacher disagrees with the evaluator's overall summative performance rating the overall rating shall be recorded and the teacher may follow the due-process steps already set in the contract.
- B. All continuing contract employees shall be given support by the District for their continuing professional growth. Such support may include, but not be limited to, class size limits, paid inservice training, release time to observe colleagues, option to transfer, outside evaluator, assignment of coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans.
- C. Any teacher whose performance has been judged unsatisfactory on the *Summative Evaluation of Practice* document (Appendix G: Form B) may be placed on a program for improvement any time after October 15th.

VI.8 (Section 8) – Probation (Non-Provisional Employees)

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the current district evaluation system with an emphasis on developing inter-rater reliability. Teachers shall have the right to Association representation at all probationary meetings.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters to performance, before probation is recommended. This conference shall be held no later than January 20th.
2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent out to the employee.
3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.
4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include the following provisions:

- a. A definition of the problem in terms of deficiencies is discrete areas based upon the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
 - c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument and;
 - d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.
5. At this time the evaluator shall meet with the employee and, at his or her discretion, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
 6. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
 7. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certificated administrator from within the District or from outside the District who is trained in the CEL'S SD+ framework.

If such a request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

Using the plan of improvement mutually agreed to by the District and Association, the ESD evaluator (or the additional evaluator) will evaluate the employee based on multiple observations of classroom performance, student growth data, professional contributions, impacts on learning, and other evidence produced by the employee. This evaluator's findings and conclusions shall then be presented to the original evaluator in writing.

During this time the employee will not be transferred from the supervision of the original evaluator. The ESD evaluator (or the additional evaluator) will evaluate the employee based on multiple observations of classroom performance, student growth data, professional contributions, impacts on learning, and other evidence produced by the employee. This evaluator's findings and conclusions shall then be presented to the original evaluator in writing.

During this time the employee will not be transferred from the supervision of the original evaluator. The ESD evaluator (or additional evaluator) shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

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

A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.

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

Non-Renewal, Adverse Action, and Discharge

In the event that there is determined to be probable cause to non-renew, adversely affect or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

VI.9 – Evaluation Results

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall be returned to the teacher and will not be used for future evaluations.

Evaluation results shall be used to recognize and encourage excellence in teaching, document levels of performance, identify areas needing improvement.

Evaluation results shall not be:

- Shared or published with any teacher-identifying information unless as a requirement of statute.
- Shared or published without prior notification to the teacher and Association.

Evaluations are based on individual teacher performance relative to the CEL 5D+ framework. There shall be no District or building quotas or caps for performance ratings.

VI.10 (Section 10) - Recordkeeping

The District shall not limit teacher access to eVal (or other electronic evaluation systems) accounts nor require teachers to share personal assessment information utilized within the eVal/ other systems. Evaluators shall notify teachers of any evidence submitted about them within three (3) business days of submission. The use of eVal is optional for the teacher/administration and all data entered into eVal shall be treated as confidential information.

VI.11 (Section 11) – Legislative Impacts/Re-openers

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement or upon mutual agreement of the parties for non-legislative impact reasons.

During the life of the Agreement, at the request of either party, Article VI will be reopened for negotiations between the parties.

VI.12 (Section 12) – Language/ Forms Review Committee

The District and the Association agreed that the language and forms that support the evaluation process may need to be updated to match changes in law and processes and to reflect Eatonville School District teacher and evaluator expertise and experience. In order to facilitate this process, the District and the Association will form a new review committee comprised of three (3) District-appointed administrators and three (3) Association-appointed members who have completed a comprehensive evaluation. The members of the committee will review feedback from teachers and evaluators on an annual basis and recommend to District and Association negotiators language and form updates that support the enactment of a meaningful evaluation system that supports teacher growth.

VI.13 (Section 13) – Support Personnel Evaluation & Support Personnel Evaluation Committee

1. Selection of Evaluator: For the purposes of evaluation, Districtwide Certificated Staff shall be evaluated by his or her respective Program Director.
2. Beginning August 15, 2019 and culminating on or before March 1, 2020, the District and the Association agree to adopt Teacher Principal Evaluation Project (TPEP) evaluation process for Support Personnel (certificated) employees. Unless agreed otherwise by the parties upon completion of this objective, it shall include, but not necessarily be limited to:
 - Performance ratings titled: Distinguished; Proficient; Basic; and Unsatisfactory;
 - The criteria for support personnel performance;
 - Training modules for evaluator(s) and support personnel subject to the same
3. Notwithstanding the foregoing, the parties are not prohibited from negotiating changes in the procedures during the reopening of negotiations for a partial of full successor Agreement.
4. The District shall select three (3) representatives of their choosing from among supervisory and/or management employees and the Association shall select

three (3) members from the Association bargaining unit to serve on the "Support Personnel Evaluation Committee" (Committee). The committee will meet during late arrival, professional learning community (PLC) time.

5. The District and the Association shall respectively ratify or reject the work of the Committee by or before April 1, 2020 consistent with the processes each party adopts for acceptance by their constituents.
6. The adopted Support Personnel Evaluation Procedure shall be initiated beginning in the 2020-2021 school year unless the parties agree to implement it at an earlier or later date.
7. By mutual agreement, the parties may waive procedural or substantive aspects of the foregoing if they believe it in the best interest of bargaining unit employees, Association and/or District.

ARTICLE VIII

WORKING CONDITIONS

VII.1 Workday

The employee workday shall be 7-1/2 hours in length, with a duty-free 30-minute lunch break. Variations to 30/30 bar (thirty (30) minutes before and thirty (30) minutes after school) for District or building staff development must be mutually agreed upon.

Elementary Employees shall not be assigned regular recess duty. They may be asked to cover recess in an emergency situation. The absence of one (1) recess duty aid is not an emergency. The absence of two (2) recess duty aides shall be considered an emergency.

VII.2 Preparation Time

- a. Each Kindergarten and First grade teacher will be provided with a substitute for one day per quarter to enable the teacher to complete District approved individual assessment. This provision is dependent on levy passage.
- b. Elementary preparation time shall consist of 200 minutes per week, prorated for shortened weeks. Elementary preparation time shall include at least one block daily of 40 consecutive minutes within the student contact day.
- c. For all middle school and high school full time classroom teachers, preparation time will be one class period per full school day. The principal will attempt to distribute covering class assignments equally among available staff.
- d. The District will provide certificated teachers one half-day without students at the end of each quarter for grading and planning to coincide with the trimester schedule when trimesters are implemented.

VII.3 School Nurse

The District will continue to have a full-time nurse contingent upon passage of the levy.

VII.4 Individual Teacher Contract

The District shall provide each certificated employee it intends to rehire a contract for the following school year by May 15th.

VII.5 Calendar

The Board of Directors will set the school calendar after receiving input from the Association and community. The employee contract calendar year, or years, will be negotiated. There shall be no deviation from or change in this calendar except by mutual agreement of the Board and the Association or as necessitated by a Superintendent declared emergency. The District shall reschedule emergency days after conferring with the Association.

Negotiations regarding the calendar will be rescheduled so that agreement can be achieved by February 28th. Rescheduling the emergency makeup days will be negotiated within five days of the emergency closure.

VII.3 Class Size

The goal of the Eatonville School District and the Eatonville School Board is to have class sizes as small as possible.

The following elementary class size caps are considered the maximum allowable:

Preschool:	17
Grades K-3:	17
Grades 4-5:	25
PE:	30
Music:	30

If these caps are exceeded, representatives for the Association and Eatonville School District will decide on appropriate action within five (5) school days.

Elementary Class Size Remedy

After October 1st and any time thereafter, if class enrollment exceeds the class size as outlined above, the employee and principal shall confer and develop a plan of action within five (5) working day. The parties will initiate the plan of action within five working days of said conference. PROVIDED: Staff in elementary schools operating on a non-traditional schedule are exempt from this provision. This provision does not apply to RTI, class overload due to interventions, Special Education Mainstream or any other education/support program. Class size language will be renegotiated within thirty (30) working days of a double levy election defeat.

Options to consider if these caps are exceeded:

- One day substitute per month to provide for planning
- An extra period per week of specialist time for K-5
- Instructional support for the classroom
- Pay to the employee of \$6 per student/per day above the elementary cap
- One hour per week of para time for students over the cap

Secondary Class Size

After October 1st and any time thereafter, the employee workload in secondary classrooms shall average no more than 27 students per period, with a class size of 31 to trigger overload. These calculations shall exclude students with assistants or peer tutors. If an individual class exceeds the overload level (30), overload compensation will apply. If the overall targeted average of 27 is exceeded, overload compensation will apply. Employees will only receive overload compensation for one of the two provisions, whichever provides greater compensation at the rate of \$6 dollars per student per day.

Class size language will be negotiated within thirty (30) working days of a double levy election defeat.

No secondary PE/Health class shall exceed 40. No secondary Band/Choir class shall exceed 50.

Limited Facilities Language

In classes where there exist physical limitations as to the number of safe, operating student work stations, class size shall be limited to the number of students those work stations will accommodate. Should any station be limited by size, availability of student stations and/or safety considerations, the building staff and administration shall jointly determine the maximum student capacity for that teaching station. Among such classes are art, science laboratories, keyboarding or computer classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature.

Special Education

The following Special Education caseload caps are considered maximum allowable and are prorated by FTE:

Resource	30 caseloads
Self-contained	12 caseloads

Options to consider if these caps are exceeded:

- One day substitute per month to provide for planning
- An extra period per week of specialist time for K-5
- Instructional support for the classroom

- Pay to the employee of \$6 per student/per day above the caseload cap

Class size language will be renegotiated within thirty (30) working days of a double levy election defeat.

VII.4 Selection Committees

There shall be a teacher elected by the affected faculty on all selection committees for the employment of principals/directors new to the District.

VII.5 Special Programs

In order to facilitate communication and achievement of student instructional program goals, the District will comply with the following procedures when planning for assessment and development of special instructional programs. In the event of changes in State laws, regulations or funding, the District and the Association will meet to implement necessary changes. A discrete Resource Special Education teacher FTE shall be assigned to each building in accordance with the caseload ratio described above. All resource special education instruction shall be provided in accordance with applicable state and federal laws, policies, and procedures.

The District will comply with state and federal laws related to the rules for the provision of special education. (Chapter 392-172A WAC)

1. All members of the Evaluation and IEP team have the responsibility to participate in the evaluation and IEP process as presented by the Evaluation Team Leader or IEP Case Manager. This includes but not limited to, observational data, classroom data, teacher input forms, assessment protocols, behavior tracking forms, grades, attend all evaluation and IEP meetings, etc.

Evaluation and IEP Team includes: (WAC 392-172A-03095)

- Parents of the student
- Not less than one general education teacher of the student if the student is, or may be, participating in the general education environment
- Not less than one special education teacher of the student, or where appropriate, not less than one special education provider of the student
- A representative of the public agency who: Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students eligible for special education; is

knowledgeable about the general education curriculum; and is knowledgeable about the availability of resources of the School District

- An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in (b) through (e) of this subsection
- At the discretion of the parent or the School District, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate
- Whenever appropriate, the student.

2. The Evaluation Team Leader or IEP Case Manager will make all reasonable attempts to hold meetings within the school day.

3. Placements. (WAC 392-172A-02060)

(1) When determining the educational placement of a student eligible for special education including a preschool student, the placement decision shall be determined annually and made by a group of persons, including the parents, and other persons knowledgeable about the student, evaluation data, and the placement options.

(2) The selection of the appropriate placement for each student shall be based upon:

- (a) The student's IEP;
- (b) The least restrictive environment requirements contained in WAC 392-172A-02050 through 392-172A-02070, including this section;
- (c) The placement option(s) that provides a reasonably high probability of assisting the student to attain his or her annual goals; and
- (d) A consideration of any potential harmful effect on the student or on the quality of services which he or she needs.

(3) Unless the IEP of a student requires some other arrangement, the student shall be educated in the school that he or she would attend if nondisabled. In the event that the student needs other arrangements, placement shall be as close as possible to the student's home.

(4) A student shall not be removed from education in age-appropriate general classrooms solely because of needed modifications in the general education curriculum

(5) Notwithstanding subsections (1) through (4) of this section, an IEP team, or other team making placement decisions for a student convicted as an adult and receiving educational services in an adult correctional facility, may modify the student's placement if there is a demonstrated bona fide security or compelling penological interest that cannot otherwise be accommodated.

4. IEP Team will determine best placement/classroom for students being served through special education services. Consistent with WAC 392-172-05000 (3)(a), each school District must ensure that the parents of each student eligible for special education are members of any group that makes decisions on the educational placement of the student.

To facilitate equitable distribution of Special Education students, the building team will work with the IEP team to assign students to classrooms to the best of their ability.

5. Every 3 years or as needed, the building Special Education Team will provide an in-service regarding Special Education processes and new federal/state laws around Special Education students.

Should additional training be necessary for teachers who have students with special needs within their classrooms, the District will provide training for these teachers.

6. All members of a student's IEP team will be given access to the IEP documents by the first week of school or within the first initiation day of the IEP.

VII.6 Class Coverage at Administrative Request

Teachers who cover classes at administrative request will be compensated at their per diem rate per hour. A substitute day will be considered six hours of actual teaching time. An hour class is considered any time in excess of 35 minutes. Every effort will be made to hire a substitute teacher for a half-day or longer absence by a regular teacher. In the event that no employee volunteers

for a class coverage as requested by the administration, the District may assign a teacher to cover classes. The District shall be limited to three (3) such assignments per academic year per assigned employee. An assignment shall be defined to include any employee volunteering to cover classes as a result of an administrative request. Additionally, if an employee has been assigned and the assignment is cancelled, the cancelled assignment shall serve as one of the three assignments. The District shall notify employees subject to assignment at least five (5) workdays prior to the assignment. No employee shall be required to cover more than one (1) class per day.

VII.7 Substitutes

A substitute who replaces an individual on leave for more than twenty (20) consecutive days shall be placed appropriately on the salary schedule effective on the 21st day. Substitutes will receive no less than \$140 per day.

ARTICLE VIII

LEAVES

VIII.1 Sick Leave

Front loaded sick leave may be used in the case of absences necessitated by personal illness. In accordance with state law, earned sick leave may be used for illness of a minor dependent child, seventeen (17) years of age or younger, living in the same household, temporary disability or injury of the employee, because of quarantine in the immediate family, or because of serious health condition of an immediate family member, sick leave provisions shall apply (WAC 357-31-130).

Serious health condition means an illness, injury, impairment, physical or mental condition that requires the employee's personal care and support. The employer is responsible for designating if an employee's absence counts as sick leave based on information from the employee.

Immediate family means spouse, child, stepchild, foster child, parents, stepparents, grandparent, sibling, stepsister or stepbrother, equivalent in-laws.

Each Employee shall have access to an accounting of their accumulated sick leave through Skyward's Employee Access Portal. The sick leave provisions are as follows:

1. Every person under contract for a full school year (180 days), in a position requiring certification shall be entitled to twelve (12) days annual leave of absence for personal illness, temporary disability or personal injury. Such sick leave not taken during the year will accumulate from year to year. A certificated Employee under contract as a part-time Employee shall have their sick leave prorated accordingly for a period less than the full school year shall be entitled to that portion of twelve (12) days leave of absence for illness or injury as the total number of full days contracted bears to one hundred eighty (180) days. Front loaded sick leave used in excess of earned sick leave, will be deducted from the final paycheck upon separation of employment.
2. Pay for any period of absence shall be the same as the pay the Employee would have received by contract for regular services.
3. Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed

physician which outlines the need for continued absence for medically approved reasons.

4. Employees are granted the right to donate sick leave to come to the aid of another Employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or likely to cause the Employee to take leave without pay or terminate his or her employment as allowed per RCW 28A.400.380 and WAC 392-136A-010 through 075. The District will allow shared leave to occur on a day donated, and a day received basis, without proration.
5. Sick leave is deducted in a quarter day increments based upon a 7.5 hour workday.
6. **CAUTION:** Long Term Disability Insurance has a 60 day benefit waiting period.

VIII.2 Personal Leave

Personal leave of three (3) days shall be granted with pay. Such leave may be taken at the Employee's discretion and need not be defined by more than the word "personal". One day may be carried forward to the next school year, not to exceed four (4) personal days in a year.

Cash out provision of unused personal leave:

- a. One to two absences of sick leave; cash out 3 personal days at sub rate of pay.
- b. Three absences of sick leave; cash out 2 personal days of at sub rate of pay.
- c. Four or five absences of sick leave; cash out 1 personal day at sub rate of pay.
- d. Turn in time sheets to principals during June checkout documenting 3 hours of outside work per each personal day of cash out and receive the pay in August.

VIII.3 Bereavement Leave

1. Five (5) days leave, with pay, will be granted to an Employee who is absent due to the death of a spouse, child, step-child, parent, step-parent, sibling, step-sister or step-brother.
2. Two (2) days leave, with pay, will be granted to an Employee who is absent due to the death of a relative or relative-in-law not identified in Article VIII.3.1.

3. One (1) day bereavement leave, with pay, shall be granted to attend the funeral of other relatives or a close personal friend.
4. Up to two (2) additional days to extend 1., 2., or 3. above or for other bereavement purposes will be allowed per year with the understanding that the Employee will have substitute wages deducted.

VIII.4 Jury Duty and Subpoena Leave

Leaves of absence with pay are allowed for jury duty and for response to school related subpoenas.

VIII.5 Attendance Incentive Program

1. Any Employee who wishes to cash in unused sick leave days may, at their option, do so in January of the respective school year. Employees wishing to pursue this option will be subject to any or all provisions and limitations of applicable statutes and regulations in effect at the time of signing the agreement.
2. Any Employee who is separated from District employment due to retirement or death during these respective periods may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation subject to any and all provisions and limitations of applicable statutes and regulations in effect at the time of implementation. In lieu of cash compensation, the Employee may elect to have post-retirement medical benefits in accordance with state and federal law.
3. All payments by the District under this section shall be made as soon as reasonably practicable.

VIII.6 Extended Leaves

1. Leaves of absence for up to one year without pay will be granted when requested by the employee for reasons of study, travel, health, recuperation, family care, working in a professionally related field, public service or teacher exchange programs. Applications for leaves must be received prior to April 1st (except for the purpose of family care and Employee health related issues) in order to be considered. Applications will be acted upon at the April business meeting of the Board of Directors.

2. Employees on leave of absence must notify the District of their intent to return by March 1st of the leave year. Failure to notify the District by March 1st will be considered notice of resignation.
3. The Employee may request and the Board may grant up to one additional year of leave. No more than two consecutive years of leave may be granted during a five (5) year period, except in cases of family care and Employee health related issues.
4. Employees on leave maintain the same seniority rights held at the time of taking the leave and are subject to reduction in force procedures on the same basis as those currently employed.
5. Employees on leave may continue their group insurance premiums if they remit the total monthly cost of such premiums to the District prior to date payment is due. Upon return from leave, the Employee will be returned to the same position or a similar one.

VIII.7 Sabbatical Leave

Certificated Employees with six or more years of continuous service with Eatonville School District may be granted a year's leave of absence for the purpose of furthering ones professional growth by means of graduate study or by other means approved by the Superintendent. The following policies are to be adhered to when granting sabbatical leaves:

1. The number on leave for study and travel shall be limited to two (2) percent of the total professional staff during any school term.
2. Applications outlining plans for the period of absence must be submitted to the Superintendent for consideration, suggestion and approval.
3. Applications for sabbatical leave must be filed with the Superintendent not later than February 15th of the year in which the leave is to become effective.
4. First priority will be given to any application for full-time graduate level studies.
5. The recipient shall receive a grant not to exceed two-thirds (2/3) the annual contracted salary for the year in which the sabbatical leave is to be taken. It shall be paid in equal monthly installments during the year's leave of absence.

6. Seniority, retirement, and all other rights afforded by the District are retained. Any additional benefits granted to regular Employees will automatically apply to those on sabbatical leave.
7. The recipient must agree to return to the service of Eatonville School District for a period of one (1) year following expiration of the sabbatical leave period or must return all or part of the sabbatical pay received, at the discretion of the Board of Directors.
8. An Employee returning from leave shall be returned to the same position, a position of equal status, or may be promoted to other positions.

VIII.8 Association Leave

The Eatonville Education Association will be allowed up to a cumulative total of twenty (20) days of absence each year for professional meetings and business of the National, State, and Local Education Association. The Association will give five (5) days advance notice whenever possible to the District of pending absence. No more than three (3) personnel shall be gone at one time. The Association will reimburse the District at the substitute teacher pay rate for substitutes hired to cover such absences.

VIII.9 Maternity Leave

Maternity leave will be treated as any disability leave for accident, illness or injury as per FMLA (Family Medical Leave Act) and the WFCA (Washington Family Care Act).

An Employee may choose to use paid sick leave and personal leave for the birth of a child for the disability period of the Employee's pregnancy as established by the Employee's physician. The disability period may include time before and after birth and the child's recovery period. Under normal circumstances the disability period is six (6) to eight (8) weeks. Leave for time beyond the physician designated disability period will be granted without pay as set forth below.

1. An Employee who becomes pregnant shall notify the Human Resources Department and her immediate supervisor by the end of the fourth (4th) month of pregnancy, or, if beyond, the fourth (4th) month, at the earliest time the condition is confirmed by her personal physician or licensed health care provider. At that time she shall indicate in writing to her immediate supervisor and the Director of Human Resources whether she plans to:
 - A. Take pregnancy disability leave only for the time of temporary disability;

- B. Take FMLA leave for a period of up to 12 weeks including the period of pregnancy disability, if eligible. The District will extend the Employee's health benefits during any period of unpaid FMLA leave;
 - C. Request a combination of A and B;
 - D. Request a general leave to care for the child. If an employee is eligible for FMLA leave and has leave remaining, the general leave would include any leave available under FMLA.
 - E. Terminate her employment.
2. Parental leave shall apply to male and female Employees and shall begin at the time determined suitable by the Employee and the attending physician or licensed health care provider after consultation with the Superintendent, Human Resources Department, or designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the educational program.
 3. Parental and adoption leaves may run consecutively for a period not to exceed the end of the next applicable semester/quarter/grading period after eighteen (18) months from the birth, or placement in the case of adoption, of the child.
 4. Upon the completion of parental/adoption leave, additional leave without pay to the end of the current school year may be requested. The benefits of the Federal and State Family and Medical Leave laws may apply.
 5. Assignments upon return from the pregnancy disability leave shall be guaranteed and shall be into the certificated Employee's former position. She shall retain all rights, seniority, and benefits commonly afforded certificated Employees on leave, including those under the Continuing Contract Law.

VIII.10 Family Medical Leave Act

The provisions for the FMLA (Family Medical Leave Act) shall apply when appropriate.

VIII.11 Washington State Paid Family Medical Leave (PFMLA)

Commencing January 1st, 2020, Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, must have worked the legally mandated hours within the past calendar year. Commencing January 1st, 2020, the District shall pay 50% of the payroll premium to fund this leave.

VIII.12 Emergency Leave

Each Employee shall be granted three (3) emergency days per year for unforeseen emergencies, including hazardous road conditions, and inclement weather. Emergency leave shall not accumulate from year to year. These days shall be deducted from sick leave.

VIII.13 Exchange Teaching

An Employee may participate in teacher exchange programs under the aegis of the Office of the Superintendent of Public Instruction or Fulbright Exchange Program, subject to board approval, provided that:

1. This exchange includes one (1) contract year, or the remainder of one contract year, and does not include parts or portions of two (2) contract years.
2. The Superintendent has determined that the exchange program would be beneficial to the Employees at the District.
3. There would be no additional cost to the District.
4. The exchange teacher would be a suitable placement.

ARTICLE IX

ECONOMIC PROVISIONS

IX.1 Salary, General

The salary schedule shall be included in the collective bargaining agreement as Appendix A.

IX.2 Required Certificates

All certificates and credentials, or suitable proof of qualification shall be presented prior to and no later than the commencement of the school year.

IX.3 Salary Placement and Advancement

Placement on the salary schedule shall be based on certificated experience and education. ESA (School Nurse, SLP's, School Psychologist, etc.) experience outside of education shall be granted on a 1:1 basis. Clock hours shall count for placement and advancement on a 10:1 basis.

XI.4 Date of Professional Credit

To qualify for professional advancement, additional professional credits of the Employee must be submitted by transcript or grade slip to the Superintendent by the third day of the school year to be reflected as a salary increase in the September warrant. If the transcript or grade slip is submitted subsequent to the third day of school but on or before October 1st, the salary increase will be retroactive to the first day of employment of the current school year. No salary adjustments or professional advancement for professional education credits will be made for that contract year for credits submitted after October 1st.

IX.5 Experience Advancement

Experience advancement will be granted on a ratio of FTE worked to a maximum of 1. All experience given will be in compliance with the procedures set forth in the [S-275 reporting guidelines](#).

IX.6 Salary Reopener

If the District is notified by either Office of the Superintendent of Public Instruction or the State of Washington that it may be out of compliance with rules and regulations or laws relating to salary increases, the parties shall meet within five (5) working days of receipt of notice to make reductions necessary to obtain compliance.

Salaries may be reopened by the Association or the District for negotiations in either of the following events: (1) the Legislature repeals the present salary limitation as applied to the District, or (2) the present salary limitation laws are voided as applied to the District by a final and binding court order. Flow through monies will be distributed as funded and received.

Any and all State funded salary increase percentages (including but not limited to general cost of living increases) established by the Legislature and approved by the Governor shall be distributed to each cell of the salary schedule at the percentage set in statute. Nothing in this Section shall diminish or bar the Association from negotiating additional compensation.

The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in the Agreement shall operate to preclude the District from complying with State compensation laws nor to vest Employees with compensation in excess of that provided for by law.

In the event that the Legislature, during the term of this contract, authorizes additional funds for salary increases or insurance benefits increases, the District and the Association shall negotiate the expenditure of such funds.

IX.7 Length of Contract

The length of the contract is 180 days. An additional day for new Employees shall be used for orientation to District policies and procedures and shall be paid by timesheet on the first pay warrant. Any locally agreed upon extension of contract days shall be computed at full per diem of that individual's contracted rate of pay based on a 180 day contract.

IX.8 Enrichment

State law permits districts to provide additional compensation for additional time and additional responsibilities beyond basic education.

Section One:

Two State Funded Professional Learning Days: The District shall schedule two state funded learning days in consultation with the Association. These will be paid by timesheet.

Any additional District-funded development days shall be optional and paid via timesheet at the appropriate per diem rate.

An enrichment stipend shall be paid on a supplemental contract in monthly installments throughout the year based on salary schedule.

Section IX.8 may be suspended during school years impacted by a double levy failure.

Section Two: Longevity Incentive Program:

In recognition of the commitment to education in the Eatonville School District and the Eatonville Education Association, the eligibility regarding the number of years of service in Eatonville School District and will be determined based on the rounding used for experience and education. The annual incentive stipend will be paid in monthly installments throughout the year based on FTE and the salary schedule. The annual stipend will be as follows:

- For 20-24 years of Eatonville School District experience, a longevity stipend of two and one-half percent (2.5%) of the Employee's current placement on the State salary schedule.
- For 25 years or more of Eatonville School District experience, a longevity stipend of five percent (5%) of the Employee's current placement on the salary schedule.

Section IX.8 may be suspended during school years impacted by double levy failures.

Section Three: Incentive Pay/IDEA:

Each full-time certificated Employee will be eligible for up to \$650.00 for teachers for IDEA (Instructional Development/Enhancement Agreement). Part-time Employees will participate at the level of their employment. Each building will form an IDEA committee made up of one teacher, elected by EEA members in the building, plus one administrator. The Employee will submit a proposal to the IDEA committee on the IDEA form. All proposals, except staff development requests, must be submitted to the IDEA committee by May 15th and to the District Administration Office by May 20th. Such activities as the following are eligible for IDEA reimbursement:

- a. Expense for classes, conferences and workshops (WIAA clinics excluded).
- b. Supplemental contract to attend classes, conferences, and workshops.
- c. Substitute costs for curriculum work, conferences, visitations and workshops held during the day if teaching time must be lost.
- d. Travel expenses to include mileage, meals, hotels, airfare, etc. for conferences, classes, and workshops.
- e. Materials and equipment for developed projects, including textbooks, supplies, subscriptions, stickers, incidentals, etc. Non-consumable materials and equipment are property of the School District and must be added to the school inventory.

- f. Employees may, at their discretion, log time in one-day (7.5 hours) or half-day (3.75 hours) increments for per diem reimbursement from funds remaining in their IDEA account.
- g. When the Employees IDEA balance reaches a trigger-point at \$1,500.00, the District will request that the Employee submit a written statement or email describing the plan of how the Employee will use the money. If no plan is submitted, the amount above \$1,500.00 will go into the building budget where the Employee currently is employed.
- h. Participation in IDEA is voluntary.
- i. New allocations may be suspended during school years impacted by a double levy failure. However, money already allocated in individual accounts will be available for expenditure.
- j. Incidental reimbursement shall be paid once per year. The request will be turned in by June 30th for payment at the end of July.

IX.9 Changes in Payroll Deductions For Income Tax Purposes

The District will make an IRS Section 457 plan provided by the Department of Retirement Services available to certificated Employees.

In addition to the aforementioned, upon written request of at least five participants, the District shall make IRS Section 403B and other IRS Section 457 Plan deductions that the Employees authorize. This provision is subject to the limitations of District equipment and or personnel.

IX.10 Overpayment

If an error in pay is found that would cause back pay for an Employee or would cause the District to recoup pay from the Employee, the District and Employee will work together to come up with an agreed upon payment plan, per RCW 49.48.200. The Employee may be accompanied by an Association representative.

IX.11 Committee Work and Staff Development

The District and Association agree to abide by Office of the Superintendent of Public Instruction regulations regarding funding allocations for restructuring activities. The rate of pay will be the Employee's per diem rate per hour for committee work or staff development.

IX.12 Supplemental Contracts

The Following additional days shall be provided for each position specified below:

- a. Elementary Counselors and Elementary Social Workers shall be provided two (2) additional per diem days per year for the purposes of completing their assigned duties.
- b. Middle School Counselors and Middle School Social Workers shall be provided five (5) additional per diem days per year for the purposes of completing their assigned duties.
- c. High School Counselors and High School Social Workers shall be provided ten (10) additional per diem days per year for the purposes of completing additional duties.
- d. Special Education staff shall be provided eight (8) additional per diem days per year for the purpose of completing their assigned duties.
- e. Certified Nursing staff shall be provided five (5) additional per diem days for support provided in an educational context to classroom teachers and/or students and/or for the completion of paperwork and other related duties.
- f. District School Psychologists shall be provided ten (10) additional per diem days per year for the purposes of completing their assigned duties.

IX.13 Trainer Compensation

The trainer compensation rate will be an hourly per diem rate.

IX.14 Economic Provision Agreement

2019-2020

- IPD
- 2 PL (LID) days
- 4% enrichment stipend, which includes:
 - 2 hours of Open House
 - Remainder to be teacher-directed. Documentation of activities completed needed for auditing purposes.

2020-2021

- IPD + 1% on base
- Additional 1.5% enrichment stipend, inclusive of 1 State-funded professional day

2021-2022

- IPD + 2% on base
- 5.5% enrichment stipend, which includes:
 - 2 hours of Open House
 - 1 State-funded professional day
 - Remainder to be teacher-directed. Documentation of activities completed needed for auditing purposes.

ARTICLE X

FRINGE BENEFITS

- X.1 Eatonville School District is required to provide Medical Insurance coverage to Employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1st, 2020.

District and Employees will comply with the SEBB requirements as set out in State law and HCA rules and regulations, these include but are not limited to the following:

- Eligible Employees for medical coverage is defined by HCA.
- Plan offerings, premiums rates and Employee contributions are all determined by HCA.
- District payments for employer contribution are determined by HCA.

Benefit Termination/End

Any Employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where Employee's eligible for SEBB separate after completion of the Employee's full contract obligation (i.e. the end of the Employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB report their resignation as August 31st and continue benefits as such.

ARTICLE XI

REDUCTION IN FORCE

XI.1 Personnel

1. Programs Services, and Staff Retention: Prior to May 15th, the Board shall determine whether the District will maintain its educational programs and services substantially at the same level for the following school year. If the Board adopts a modified educational program due to financial reasons, it shall identify those certificated staff members who will be retained to implement such a modified program and those certificated staff members, if any, whose contract will not be renewed.
2. Notice and Appeal: In the event the Board determines that probable cause for reduction in force exists, the non-renewed certificated staff members shall receive a notice of probable cause pursuant to RCW 28A.405.300 or 28A.405.210. Said certificated staff members, with the exception of the provisional Employee(s), may appeal any said probable cause determination directly to the Superior Court of Pierce County. Such appeal shall not impede the District from continuing its implementation.
3. Modification Recommendations: The Association may, upon request, make recommendations to the Board about possible program and service modifications.

XI.2 Administrative Procedures

1. Staff Retention:
 - a. In the event there is modification of programs and services for financial reasons, the number of certificated personnel which are required to implement the modified educational programs and services shall be determined as provided in this section.
 - b. In an effort to eliminate the necessity of non-renewable or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in #3 below.
 1. Voluntary and mandatory certificated personnel requirements.
 2. Normal certificated personnel resignations.
 3. Vacant positions will be filled by transferring currently employed certificated staff members within the District, unless,

by reason of certification, training, or experience no qualified person is available.

4. Greater than a 0.51FTE can bump a full-time Employee if the part-time position is eliminated.
- c. To ensure that the certificated staff recommended for retention will be qualified to complement the educational program determined by the Board, all certificated Employees must possess such valid Washington State certificate(s) with appropriate endorsements as may be required by law for the position(s) under consideration. In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

Teachers will be grouped District-wide in separate categories as follows:

Elementary

Grade K-5

Secondary

Grade 6-12

Specialties: Defined as normally accepted academic major or minor areas
Special Services

- d. Each Certificated Employee will, in accordance with criteria set forth in paragraph c. above, be considered for retention in the category or specialty held at the time of the implementation of these procedures and, in addition, in such additional categories or specialties as any such Employee may designate in writing to the Superintendent, provided that, in order to qualify for consideration in any such additional category or specialty, the Employee:
1. Must have had a minimum of one (1) year's full-time professional experience teaching in each such category or specialty, or
 2. Must have the equivalent of a college major (45-quarter or 30 semester hours) or minor (15-quarter hours or 10 semester hours) in each such additional category or specialty.

Any written designations for consideration in additional categories or specialties shall be submitted within five (5) days after any request for such information is made by the Superintendent. Employees will only be considered for additional categories or specialties under this paragraph if they do not qualify for retention in the category of specialty held at the time of the implementation of these procedures.

- e. By January 20th of each school year the District will publish and distribute to all certificated Employees and the Association a seniority list ranking each Employee from the least seniority to the greatest seniority based upon an Employee's experience on the close of the previous school year and endorsements submitted by October 1st of the current school year. It shall be the responsibility of each Employee to verify his/her seniority ranking and promptly report any dispute thereof in writing to the District and Association. Each Employee who, within fifteen (15) days after the posting, fails to notify the District and the Association that the dispute exists regarding his/her seniority ranking posted, shall be presumed to have concurred with the seniority ranking ascribed to such Employee on the posted list.

The finalized list shall be posted in each school and be provided to the Association forthwith. Such list shall include all corrections, deletions and additions of personnel or their seniority ranking for the school year and shall be the only list used for layoff and recall purposes resulting from that school year. Service and academic credits accrued after the posting of the final list shall not be used to alter the Employee's seniority ranking until the ensuing school year.

- f. Certificated Employees will be recommended for available positions within each category or specialty on the basis of District affirmative action goals and seniority (total years of experience as certificated Employee in education). In order to determine the number of years of service for seniority ranking, the District and Association agree that years of certificated service within public school of the State of Washington, including paid leaves of absence within the Eatonville School District No.404, but excluding substitute teaching experience compromise the seniority formula. Within each category or specialty, the senior Employee(s) shall be recommended for retention if the category or specialty is not eliminated. If a tie exists, the Employee with the greatest teaching experience in the Eatonville School District shall be given recommendation for retention. If ties still exist, the preference will be given to the Employee(s) which is/are the further to the right in horizontal placement on the salary schedule as credited by the District Superintendent's office by October 1st on the current salary schedule. If ties still exist, the preferences will be given to the Employee(s) by placing numbered pieces of paper in a hat and each Employee(s) within the tie situation drawing a piece of paper with a

number on it. The person(s) with the lower number(s) will be the person(s) considered for retention.

- g. In the event the Board determines that probable cause for reduction in force exists, each Certificated Employee in the District shall be listed in conformance with 1.c., d.,
- h. The list shall be ordered from the highest rating (with respect to the criteria) to the lowest. Every Certificated Employee to whom this procedure applies shall be provided with the list upon which that Employee's name appears, along with the number of Certificated Employees projected to operate the District's proposed program.
- i. Any staff member may, in writing, and within five (5) working days of receipt of the list, file with the Superintendent his/her objection to the ranking order. The Employee may request consideration for the modification of the ranking order based on the information in the District's possession. Said individual must include the request a full statement as to the facts on which he/she contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, he shall do so in writing and provide the individual and the Association with copies thereof.
- j. Prior to May 15th of the year immediately preceding the school year in which the modified educational programs will take effect, the name of the certificated personnel to be non-renewed or terminated, if any, shall be identified and submitted to the Board of approval and action under RCW 28A.405.210.
- k. All certificated personnel who are not recommended for retention in accordance with these administrative procedures shall be terminated from employment and placed in an employment pool for possible re employment. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one such Employee is qualified for an open position, the Employee which was last non-renewed or terminated shall be the first offered such a position.
 - 1. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual will be certified or registered mail, or personal

contact by the Superintendent or his/her designee. Such individual will have five (5) calendar days from receipt of the letter or from the date of the personal contact to accept the position.

2. If an individual in the employment pool fails to accept a full-time position for which he/she is eligible, pursuant to this policy such individual shall be dropped from the employment pool.
 3. At the end of the school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified. In the event that there are not sufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be re-established for one (1) additional year.
- l. The District will utilize employment pool personnel as substitutes on a first priority basis.
 - m. Certificated personnel within the employment pool may pay their total medical insurance premium to the District, and in turn, the District will forward the money to the appropriate medical payment center so that the members of the employment pool and his/her dependents will be included within the group medical insurance, subject to approval of insurance carrier.
 - n. Any member of the employment pool who accepts or signs a full-time contract with an educational institution will disqualify himself/herself from the employment pool

Employee: _____

I CERTIFY THAT I HAVE COMPLETED THE FOLLOWING ENRICHMENT ACTIVITIES FOR THE 2019-2020 SCHOOL YEAR. SUCH ACTIVITIES MAY INCLUDE THE FOLLOWING:

ACTIVITY

- Open House - not to exceed two hours
- Employee-directed peer-to-peer collaboration
- Employee-selected relevant professional development
- Certification classes (e.g. National Boards)
- Employee-directed contact with parents and/or students that occurs outside of the workday, other than parent/teacher conferences
- Classroom set-up
- Employee-selected after-school activities (concerts, science nights, etc.)
- Other activities that support my students or professional practice:

Employee Signature

Date

Supervisor's Signature

Date



ARTICLE XII

DURATION

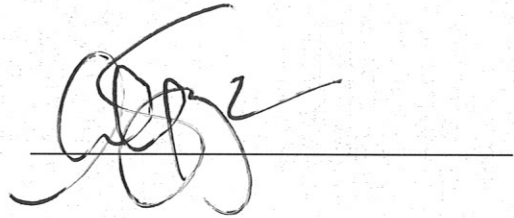
This agreement shall remain in full force and effect *from September 1st, 2019, to and including August 31st, 2022*. Provisions of the Agreement may be reopened for collective bargaining only as identified and provided for elsewhere in the Agreement.

For the Board:



Date: 2/26/2020

For the Association:



Date: 2/26/2020