

AGREEMENT BETWEEN
ENTIAT SCHOOL DISTRICT NO. 127
AND
ENTIAT EDUCATION ASSOCIATION

2016 - 2019
(Year 3: 2018-2019)



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AGREEMENT BETWEEN
ENTIAT SCHOOL DISTRICT NO. 127
AND
ENTIAT EDUCATION ASSOCIATION

This agreement is by and between Entiat School District No. 127, Chelan County, Washington, hereinafter called the "District" and the Entiat Education Association, hereinafter called the "Association".

ARTICLE I - ADMINISTRATION

SECTION 1: Definition of Terms

As used in this agreement, the following terms will have the following meanings unless the context in which they are used will clearly indicate another meaning.

- A. "District" will mean Entiat School District No. 127, Chelan County, Washington.
- B. "Association" will mean Entiat Education Association.
- C. "Board" will mean the Board of Directors of Entiat School District No. 127 as the governing body of the District.
- D. "Certificated Employees" or "Employees" will mean those educational employees for whom the Association is the bargaining agent and who hold certificates as authorized by rules or regulations of the State Board of Education or the Superintendent of Public Instruction and who are employed by the District.
- E. Words denoting gender will be deemed to include both the masculine and feminine and words denoting numbers will be singular and plural unless the context in which they are used clearly indicates other usage was intended.
- F. "Agreement" will mean the collective bargaining agreement negotiated between the Entiat School District and the Entiat Education Association.
- G. "Contract" will mean any individual employee personnel service contract made between the Entiat School District and any certificated employee of the District (includes base contracts, supplemental contracts, etc.)

SECTION 2: Recognition

The District recognizes the Association as the exclusive bargaining agent for all non-supervisory certificated employees who are under an individual personnel service contract. All other certificated employees are excluded.

SECTION 3: Association Rights

- A. The Association may use District buildings for meetings and to transact Association business, provided such meetings will not be held during the prescribed workday. Use of the facility must be scheduled with the District office.
- B. The Board of Directors agrees to furnish upon request to the Association all information available to the general public.

SECTION 4: Contract Compliance

- A. Individual employee personnel service contracts will be issued in accordance with, and will conform to state laws and regulations. In the event there are actual inconsistencies between personnel service contracts and this agreement, the terms of this agreement will be controlling.
- B. This agreement will be governed and construed according to the laws of the State of Washington, the rules and regulations of the State Board of Education and/or rules and regulations of the Office of State Superintendent of Public Instruction. If any provision(s) of this agreement is contrary to the rules or regulations herein mentioned or is held to be contrary to law by a court of law, said laws, rules or regulations will be binding on the parties of this agreement. The remaining provisions of this agreement will be in full force and effect and be binding on the parties hereto and the parties will commence negotiations on said provisions as soon thereafter as is reasonably possible.

ARTICLE I - ADMINISTRATION

SECTION 5: Release from Contract

An unconditional release from contract will be granted provided a letter of resignation is submitted to the Superintendent on or before June 20.

SECTION 6: Distribution of Agreement

Within thirty (30) days following ratification and signing of this agreement, the District will provide one copy of this agreement for each certificated employee to the President of the Association for distribution to Association members. This agreement will be available to all applicants for teaching positions.

ARTICLE II - BUSINESS

SECTION 1: Dues Deductions and Representation Fees

On or about August 25 of each school year, the Association will give written notice to the Board of Directors the dollar amount of dues and assessments of the Association (including the National Education Association and the Washington Education Association), to be deducted in the coming school year under all payroll deductions. The District will also deduct contributions for a pro-rated share of local expenses to be paid to the local Education Association by non-members. The total deductions will not be subject to change during the school year.

The deductions authorized above will be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Certificated employees who commence employment after September 30 will pay a pro-rated amount of the annual dues commensurate with the remaining portion of the membership year. If an employee terminates prior to the end of the school year, the balance of the annual dues will be deducted from the final paycheck.

The Board agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

The Association agrees to reimburse any certificated employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

- A. Membership Deductions - Within ten (10) days of their commencement of employment, certificated employees may sign and deliver to the Board an Assignment of Wages form, which will authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). These forms are available from the EEA President. Such authorization will continue in effect from year to year, unless a thirty (30) day revocation is submitted to the Board and the Association, signed by the employee.

SECTION 2: Other Deductions

Other deductions from the wages of the certificated employee may be made upon receipt of proper written authorization for a sum certified. Such written authorization will be received by the District business office in time to be processed for the month in which the deduction(s) is to begin for the following:

1. Premiums for approved insurance program(s)
2. Tax sheltered annuity(s)
3. Payment(s) to credit union(s)
4. Contributions to United Way
5. Contributions to District Sunshine Fund
6. Payments to Health Care Authority
7. Contributions to Section 125 Flexible Benefits Program
8. Contributions to a Health Savings Account

ARTICLE III - PERSONNEL

SECTION 1: Employment, Assignment and Transfer

- A. District Responsibilities - 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 requirements of the educational program and needs of the District.
- B. Assignment - All certificated employees will be notified in writing of anticipated teacher assignment for the forthcoming school year at the time new contracts are issued or at the close of the current school year, whichever is earlier. Certificated employees will be notified of special assignments as soon as they are known. In the event teaching assignments are changed, certificated employees will be notified of such changes in assignments as soon as they are known.
- C. Teacher Workload – The District and the Association will continue to work in good faith toward assisting classroom teachers with an overload of students that adversely affects the education environment of the classroom. This includes situations in which teachers have a disproportionate number of high needs students for which they are responsible. In an effort to ensure an appropriate educational environment for all students, this assistance may come in the form of, but not be limited to, additional paraeducator assistance or additional classroom materials. Through timely and on-going communication between the District and the Association, mutually agreed upon remedies will be implemented.
 - 1. In order to preserve an educationally appropriate environment, classroom teachers may apply for a review of their current classroom conditions that they deem are adversely affecting the educational process. A special review team, consisting of the principal, the dean of students, two teachers (one representative from grades K-5 and one from grades 6-12) and additional support staff as needed, will analyze the classroom conditions stated in the application and provide recommendations to alleviate the adverse conditions when appropriate. This team is urged to provide recommendations in a timely manner, and within seven working days.
 - A. The application for workload relief includes criteria pertinent to the situation. This application is to be submitted to the building principal who will convene a meeting of the workload committee to review the situation. This application is found on the District website (Staff forms section), and attached as Exhibit B of this agreement.
 - B. The application for workload relief, and any remedies provided as a result of such application, will pertain only to the current school year. Classroom teachers must submit a new application form for subsequent school years.
 - C. In each situation, the superintendent is responsible for making the final decision on teacher workload relief to be provided.
- D. Transfer - Employees who desire a transfer or reassignment will submit a written request by March 1, which will be kept on file by the District. Then, whenever a vacancy exists, any employee who is qualified and desires the position will be included as a candidate.
- E. Vacancies - All vacancies and new positions will be publicized to the staff as far in advance as possible. The District will support appointment of in-district candidates to vacancies, providing they have equal qualifications to other candidates.
- F. Mentoring – The District recognizes the value of providing mentoring to new teachers who are either new to the profession of teaching, and/or new to employment with the District. To that end, the District may assign an experienced teacher (on a voluntary basis) to serve as a mentor for any new teacher. The mentoring program will consist of the following:
 - 1. For teachers in their initial teaching assignment: Assignment of a mentor, and release time for both the new teacher and the mentor teacher of up to the equivalent of five (5) of the new teacher's assigned workdays to allow for classroom observation of experienced teachers, either in the District, or at a school in another school district if such observation would be more relevant to the new teacher's assignment.
 - 2. For experienced teachers new to the District: Assignment of a mentor, and release time for both the new teacher and the mentor teacher of up to the equivalent of three (3) of the new teacher's assigned workdays to allow for orientation and collaboration with the mentor teacher.

Release time, for both the new teacher and the mentor teacher, may be scheduled by the day or the hour. The number of days/hours approved for observation and/or collaboration with the mentor teacher will be based on discussion of need, and mutual agreement among the building principal, the new teacher, and the mentor teacher.

ARTICLE III – PERSONNEL

SECTION 1: Employment, Assignment and Transfer, cont.

G: Tuition and Credit Reimbursement -

When the school district requires a certificated employee to take a class, and if the employee pays the tuition, the reimbursement for tuition will be 100% of the actual cost.

When classes, workshops, and other trainings are not required by the District, the District will reimburse the cost of tuition, credits, and/or clock hours up to the amount of \$500 per year for each certificated employee. Requests for reimbursement must be accompanied by a grade slip or other proof of successful completion, and a receipt or other proof of payment. Reimbursement will only be made for classes or workshops, the content of which meets one of the seven criteria established by the state for counting credits or clock hours towards placement on the salary schedule as specified in WAC 392-121-262.

At the sole discretion of the administration, the District may allow certificated employees to use up to \$500 as specified in Article III, Section 1, Part G for professional development purposes not otherwise described in Part G. The administration's decision to allow or not allow alternative uses of these funds is not appealable.

In no instance will the District reimburse certificated staff for tuition, credits and/or clock hours in an amount exceeding \$500 per year. In case of double levy failure, this section will expire on July 1 of that year.

SECTION 2: Grievance Process

A. Definitions

1. "Grievant" will mean a certificated employee or group of certificated employees or the Association filing a grievance.
2. "Grievance" will mean a claim, by a grievant, of a misinterpretation or misapplication of the terms of this agreement.
3. "Employer" will mean the Board or its appointed designee.

A. Grievance Principles and Rights

1. Every employee and the Association covered by this agreement will have the right to present grievances. Procedures leading to non-renewal of a provisional certificated employee and non-renewal of a provisional certificated employee will not be grievable.
2. All grievances will be submitted in writing, and will contain not less than the following information:
 - a. The party to whom the grievance is addressed.
 - b. The grievant's name, address and home telephone number.
 - c. The grievant's position with the District.
 - d. A description of the procedures which have previously been taken by the grievant.
 - e. A specific identification of the grievance, including identification of the portion of the contract involved in the grievance and a clear statement of the facts which give rise to the grievance.
 - f. The relief which the grievant is seeking.
 - g. The grievance must be signed by the grievant.
3. Any grievant who will not timely file or pursue a grievance in accordance with these procedures or within the time specified, waives the right to pursue such a grievance and will be barred from pursuing or further appeal of such grievance with the added provision that the time limits may be extended by mutual agreement.
4. If, after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievant may proceed to and appeal the grievance to the next appropriate level.
5. No individual who participates in a grievance procedure as a grievant or otherwise will be subject to discipline or reprisal because of any such participation.
6. Nothing in this grievance procedure or agreement will be construed to prevent any individual from discussing a problem with the supervisor, building administrator or the chief administrative officers of the District.
7. No grievance will be adjusted in such a manner that it would constitute a violation of the terms of this agreement or be inconsistent with the terms of this agreement.

ARTICLE III – PERSONNEL

SECTION 2: Grievance Process (B. Grievance Principles and Rights), cont.

8. Implementation of the grievance process should not take precedence over the school program, yet if by mutual consent teacher and administrators schedule meetings, as is normal practice, within the school day, there will be no loss of pay.
9. Nothing in this agreement is meant to imply that an individual cannot discuss questions, concerns or complaints with their immediate supervisor.
10. Notwithstanding the expiration of this agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

C. Association Representation

All certificated employees will have the right of Association representation at each step of the grievance procedure and the grievant will be required to be present at every step.

A provisional certificated employee will not have the right to grieve procedures leading to non-renewal and non-renewal under any terms of this agreement. All areas of employment will be governed and controlled by the laws, rules, and regulations as established in W.A.C and R.C.W. Any individual certificated employee or group of certificated employees will have the right at any time to present grievances to their employer and to have such grievances adjusted, without the interventions of the Association as long as the adjustment is not inconsistent with the terms of this agreement and the Association has been given opportunity to be present and make statements at such adjustment. Copies of employer's decisions, given in any step of the grievance procedure in any grievance whatsoever, will be speedily delivered to the Association. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.

A grievant will not be represented by any person who might be required to take action or against whom action might be taken in order to adjust the grievance or by a representative of any other employee organization.

D. Procedures

1. An attempt may be made to resolve any grievance by an informal, verbal discussion between the grievant and the immediate supervisor. Additionally, an attempt may be made by any of the parties involved at any step of the grievance process prior to arbitration to resolve the grievance by an informal verbal discussion.
2. If it cannot be resolved informally, within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or the immediate supervisor. The school principal or the immediate supervisor will have five (5) working days to give a written decision after receipt of the grievance.
3. If the grievant is not satisfied with said decision, he may appeal to the superintendent within five (5) working days. The superintendent or the designee has five (5) working days to give a written decision after receipt of the appeal.
4. If no satisfactory resolution of the grievance is reached at the third step, the grievant may, within five (5) working days after the decision in the third step is rendered, request in writing that the grievance be submitted for hearing before the Board of Education of the School District. Within twenty (20) working days after receiving such a request, the Board of Education, or a hearing examiner appointed by the Board, will hold a hearing and render a decision.
5. If the grievance has not been adjusted to the satisfaction of the grievant at step four, the grievant may, within five (5) working days, request in writing to the Association that the grievance be submitted to arbitration. The Association may, within five (5) working days after receipt, submit the grievance to arbitration, by so notifying the Board in writing.
6. Within ten (10) working days after such written notice of submission to arbitration, the superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment within the ten (10) working day period. If this is not accomplished, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the Rules and Procedures of the American Arbitration Association, provided, however, that if any provisions of this agreement are in conflict with said rules then this agreement will control.

During the arbitration under this step, neither the District nor the Association will be permitted to assert any grounds not previously disclosed to the other party.

ARTICLE III – PERSONNEL

SECTION 2: Grievance Process, cont.

- E. Powers of the Arbitrator – It will be the function of the arbitrator and he/she will be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. The arbitrator will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 2. The arbitrator will limit the decisions to the grievance as it pertains to interpretation of this contract.

The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue the decision not later than twenty (20) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon both parties.

The costs for the services of the arbitrator will include per diem expenses, if any, travel and subsistence expense, and the cost of any hearing room to be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

SECTION 3: Contracts

- A. Individual Employee Contracts – Individual contracts or employment agreements will conform to state laws and regulations and will be consistent with the terms of this agreement. If any such individual contracts or employment agreements are in conflict with the terms and conditions of this agreement, the terms and conditions of this agreement will be controlling during the term of this agreement.
- B. Amount of Contract
1. Salary amounts recorded in individual contracts and paid to teachers will be equal to that amount shown on the attached salary schedule (Exhibit A) according to the proper placement of employees on that schedule.
 2. It is agreed that in the event the legislature will make a specific appropriation for mandated salary increases to be made during the period of this contract, the salary which is otherwise provided for in this contract will be increased subject to the receipt of such funds by the District and in compliance with such distribution guidelines as may be adopted by the Office of the State Superintendent of Public Instruction and/or the District.
- C. Length of Contract
1. The length of the annual teacher base contract will be 180 days.
 2. In addition to the certificated employee base contract, certificated employees will work three (3) additional District-directed days, which will be by supplemental contract at the per diem rate as set forth in Article III, Section 5-A. Pay will be based on a seven and one half (7.5) hour day.
 3. Extended service contracts will be for a period of time as negotiated between the District and the individual certificated employee. For such contracts, salaries will be calculated using the per diem rate as set forth in Article III, Section 5-A. The resultant daily rate will be multiplied by the total number of additional days under the extended service contract. This provision will not preclude the District from entering into contracts for special projects which are not deemed regular extended service contracts; provided they are voluntary and are paid on a per diem basis as set out above.

ARTICLE III – PERSONNEL

SECTION 3: Contracts, cont.

D. Contract Day

1. All certificated employees may be assigned appropriate starting and dismissal times, providing their total regular workday will be no longer than eight (8) hours including a continuous thirty (30) minute duty-free lunch period. Starting and dismissal times for assignments other than a full workday will be mutually agreed upon by the employee and the District.
2. With the building administrator's approval, a teacher may be dismissed early.
3. The regular workday for certificated employees will be eight (8) hours, providing that the regular workday starts at least thirty (30) minutes before the scheduled student starting time and ends at least thirty (30) minutes after the scheduled student dismissal time. This schedule may be altered by mutual agreement of the District and the employee or employees involved provided that the workweek is in compliance with state law. Any variation must be for a specific time period and will revert to the regular workday unless the variation is continued or modified by mutual agreement.
4. In regard to early release days on which teachers are not scheduled to work beyond the time when students are present, the workday for certificated employees will commence thirty (30) minutes before the scheduled student starting time and end thirty (30) minutes after the scheduled student dismissal time on that day.

E. Supplemental Contracts

1. Supplemental contracts with employees who are represented by the Association will be in accordance with the statutory provisions, will identify the parties, the purpose of the contract or the assignment, and the rate of compensation. Supplemental contracts will be consistent with the terms and conditions of this agreement. If any supplemental contract is inconsistent with or in conflict with the terms and conditions of this agreement, the terms and conditions of this agreement will be controlling during the term of this agreement.
2. A supplemental contract will not exceed one year.

SECTION 4: Placement on the Salary Schedule

- A. **Salary, General** - All certificated employees on a standard personnel service contract will be paid in accordance with their placement on the salary schedule annexed hereto as Exhibit A, the terms of this agreement, and the terms of their personnel service contract.
- B. **Required Certificates** - All certificated classroom teachers employed by the District will have, at the commencement of the school year, valid Washington State credentials for the position for which hired as required by law. All certificates and credentials will be presented prior to the commencement of the school year.
- C. **Initial Placement**
 1. To qualify for initial placement on the salary schedule (Exhibit A), all certificated classroom teachers must file official transcripts of college credits in the office of the District Superintendent. Credits will be reported by means of an official transcript from the college attended. Transcripts must be received in the District Office by the 10th of the month to guarantee that the salary commensurate to the degree/credits will be paid at the end of that month. The last possible date that transcripts will be accepted and used for placement on the salary schedule for the current school year is October 10th. Credits and degrees must have been earned prior to October 1 of that school year to be counted. The employee's adjusted salary will be retroactive to September 1.
 2. Placement in the appropriate column for educational attainment will be determined by the number of credits acquired after attainment of a Bachelor of Arts degree expressed in quarter hour credits as specified in WAC 392.121.261 and WAC 392.121.262.
 3. Placement in the appropriate row for teaching experience will be based upon full credit for all previous teaching experience within the State of Washington, out of state, and in a foreign country as specified in WAC 392.121.264.

ARTICLE III – PERSONNEL

SECTION 4: Placement on the Salary Schedule, cont.

D. Professional Advancement

1. Each certificated teacher will advance to the next higher column for educational attainment on the salary schedule when sufficient quarter-hours of post-graduation education have been attained.
2. Credits earned for advancement on the salary schedule will comply with requirements listed in WAC 392.121.261 and 392.121.262. Only a grade of C or better, or pass in pass/fail courses is acceptable.

E. Clock Hour/Inservice Credits - The District will accept all clock hours and inservice credits that are earned in accordance with the requirements of the State Board of Education, applicable RCW's, WAC's, and the terms of Section 4 of this agreement. The credits will qualify for advancement on the salary schedule only if said credits are eligible to be used for placement on the salary schedule as indicated by approval by the superintendent on the 'Request for Approval of Credits/Clock Hours for Salary Schedule Placement' form.

F. Date of Professional Credit - By May 10 the District will obtain from each certificated employee the employee's anticipated placement on the salary schedule for the following contract year to be used for budgeting purposes.

G. Experience Advancement - Each certificated employee will be entitled to advance one step for each year of teaching experience while under contract with the District only to the maximum permissible by the salary schedule. Credit for part-time experience or for experience of less than one full school year will be calculated per instructions in the OSPI S-275 Personnel Reporting Instructions.

SECTION 5: Supplemental Contract Salary Schedule

- A. All employees who are represented by the Association as their bargaining agent, entering into timed supplemental contracts or District approved assignments, will be paid at the per diem rate as calculated from the employee's base contract amount.

SECTION 6: Certificated Employee Evaluation (See 2016-19 MOU)

- A. General - Evaluation should be an ongoing process to help improve the professional performance of the individual, stimulate self-evaluation and result in increased learning opportunities for the students.

Certificated employees, for whom the Association is the bargaining representative, will be evaluated during each school year in accordance with state law, rules, and regulations and local procedures and criteria as established and hereinafter set forth.

If there is a letter of reprimand placed in a certificated employee's file, the next evaluation on said employee will contain a statement addressing the letter of reprimand. Should the problem addressed in the letter of reprimand be rectified, a statement to that effect will also be attached to the letter of reprimand.

Any employee, except the provisional employee, whose work is determined to be unsatisfactory based upon observation and evaluation will be placed on probation and procedures as stipulated by law will be adhered to, for the purpose of allowing the employee to demonstrate improvement in his/her area of deficiency.

- B. Responsibility for Evaluation - Within each school the Principal will be responsible for the evaluation of employees assigned to that school. Evaluation will be made by the Principal or a qualified administrator. An employee assigned to more than one school will be evaluated by the Principal of the school in which the employee is assigned for the greater amount of time, with input provided by the Principal of the other school. Any Principal or person charged with the responsibility of evaluation of employees may involve other staff and students in the process if acceptable to the certificated teacher being evaluated.

- C. Evaluation Criteria - The seven criteria as enumerated in state law, rules, and regulation will be used for all evaluation of certificated teachers as well as criteria developed by the evaluator and person being evaluated.

ARTICLE III – PERSONNEL

SECTION 6: Certificated Employee Evaluation (See 2016-19 MOU)

D. Types of Evaluation – Short-form and Long-form Evaluations

1. Short Form Evaluation: A certificated employee with four (4) consecutive years of satisfactory evaluation in each criteria area may request short form status for any full year. Once on short form status, the employee may continue with the short form process for three (3) consecutive years if approved by district administration. Each employee will receive a long form evaluation at least once every four (4) years. The short form of evaluation will be based upon a minimum of two (2) observations totaling not less than 60 minutes.

The short form of evaluation may not be used as a basis for determining that a certificated employee's work is unsatisfactory. An employee may be removed from short form status with written notification from District administration explaining the reason for the change in status. This notification must be made by February 1st.

2. Long Form Evaluation: The long form evaluation requires two observations of not less than thirty (30) minutes each. At least one (1) observation will be preceded by a pre-observation conference, and all observations, pre-arranged and unannounced, will be followed by post-observation conferences. All post-observation conferences held with the employee and supervisor will take place within three school days of the observations.

SECTION 7: Cause

- A. No certificated employee will be warned or reprimanded without cause. With the exception of provisional employees, no certificated employee will be suspended, discharged, non-renewed or terminated without cause. The specific grounds forming the basis for disciplinary action will be made available in writing to the certificated employee and to the Association at the employee's request.
- B. A certificated employee will be entitled to have a representative of the Association present during any disciplinary action.
- C. Any written complaint made to an administrator concerning a certificated employee will be called to the attention of the employee within five (5) working days. Any written complaint not called to the attention of the employee may not be used as a basis for disciplinary action.
- D. Certificated employees will be suspended, discharged, non-renewed, or terminated in accordance with applicable state statutes.

SECTION 8: Personnel Files

Certificated employees and former certificated employees will have the right to inspect all contents of their personnel files kept within the District. A representative of the Association will, if requested by the certificated employee, accompany the certificated employee in any review of his or her personnel file. Each certificated employee's personnel file will contain the following minimum items of information: required medical information, all certificated employee's evaluation reports, copies of annual contracts, teaching certificate and a transcript of academic record.

No evaluation, correspondence or other materials will be placed on file without the employee being advised and given an opportunity to attach his or her own comments. No statements or material tending to discredit the employee's professional competence from non-professional sources will be included in any file, except as a portion of an administrative report. There will be no separate personnel files kept in the District.

ARTICLE III – PERSONNEL

SECTION 9: Layoff and Recall

Prior to May 15th of each year, the Board will, after providing opportunity for input from the staff, parents, community members, and the Association, determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year.

When the Board determines that a program reduction is necessary that requires reduction or elimination of certificated staff positions, and has identified those programs to be offered, the following criteria will be used to determine which employees remain. The criteria will be considered in the following order of priority:

1. Attrition: In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to determine if any open positions exist as a result of voluntary and mandatory retirements, normal resignations, transfers, involuntary transfers, and leaves of absence.
2. Education and training for specific assignments, required Washington State certifications and endorsements for specific assignments.
3. Seniority within Washington, as determined by years of experience in a public school district in the State of Washington.
4. Seniority within the Entiat School District, as determined by years of experience in a certificated position.
5. Program needs.

Each employee who is not retained for employment will be placed in a pool for consideration for reemployment for the succeeding school year. Such consideration will be for any position for which such an employee is qualified by training and experience. If the employee declines an offer of employment, he/she will be dropped from the pool.

SECTION 10: Non-Discrimination

State and federal laws will be adhered to.

SECTION 11: Preparation Time

- A. Preparation time will be used for professional activities which support learning and teaching, as follows:
 1. Amount: Except in cases of emergency, the District will provide preparation time equivalent to one high school period per school day to full-time employees.
 2. Equivalency: To the extent that it is possible, elementary preparation time will be provided in daily blocks equivalent to a high school period. In no case will an elementary preparation period be less than thirty (30) minutes. When the District is unable to provide full-time elementary employees with preparation time equivalent to one high school period per day, total elementary preparation time for a full week will equal the sum of the minutes in five high school preparation periods.
 3. Specialists: Specialists will have preparation time comparable to other certificated employees.
 4. Duty Free: Preparation time will remain duty-free.
 5. Part-time Employees: Part-time employees will be granted preparation time on a pro-rated basis.
 6. In the event that the District experiences a financial emergency that would require modifying or the scheduling away of planning time (i.e., legislative reduction of state funding, double levy failure), the District maintains the right to do so, in consultation with the Association.
- B. When asked by administration to use their preparation period to cover another staff member's class, certificated employees who choose to do so will be compensated at the per diem rate as set forth in Article III, Section 5-A.

ARTICLE IV - PERSONNEL LEAVES

SECTION 1: Sick/Emergency Leave

- A. A total of twelve (12) working days per year, with full pay, will be allowed each full-time certificated employee as sick and/or emergency leave. For employees commencing employment at the beginning of the contract year, such leave will be granted in the following manner: 12 days in September.
- B. Certificated employees under contract with the District as less than full-time employees will accrue leave in the same proportion as their part-time workday bears to a full-time workday. Certificated employees who contract with the District for less than a full-year (See Article III, Section 3 C.1), will accrue leave on the pro-rated basis that their partial year contract bears to a full-year contract.
- C. When a certificated employee does not complete a contract year and has used sick leave in excess of his/her accrued balance (said balance having been adjusted to reduce the current year's accrual for the incomplete contract year), the hours of leave taken in excess of the balance will be treated as leave without pay and the value of those hours will be deducted from the employee's paycheck. In the event the final paycheck has been issued, the individual will reimburse the District in full within 30 days of receipt of written notification from the District.
- D. Use of Sick/Emergency Leave:
 - 1. **Personal Illness, Injury or Disability:** The District will grant the use of sick leave to employees for reasons of personal injury, illness, or disability. The District may request a physician's certificate or other suitable proof of illness acceptable to the District.

An employee who knows in advance that he or she will be absent for medical purposes should notify the immediate building supervisor and/or Superintendent as soon as possible to insure proper planning for substitute teachers.
 - 2. **Family Illness:** The District will grant the use of sick leave to employees in the event of illness within the immediate family of the employee. For the purposes of this provision, immediate family will mean spouse, domestic partner, child, foster child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, and grandchild.
 - 3. **Emergency:** The District will grant the use of sick/emergency leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated and where preplanning is not possible and where preplanning could not relieve the necessity for the employee's absence.
- E. Pertaining to the individual employee, at the exhaustion of sick/emergency leave, an employee unable to perform his or her duties because of illness, injury, or emergency, may, upon written request, be granted a leave of absence without pay by the Board for no longer than to the end of the current contract year.

ARTICLE IV - PERSONNEL LEAVES

SECTION 2: Personal Leave

- A. Personal leave with pay of two (2) days each contract year will be granted by the District to each certificated employee. Personal leave is authorized to enable certificated employees to take care of personal/business situations which require absence during school hours and cannot be arranged for or scheduled on non-business days or non-school hours, and is not classified as emergency leave under Section 1 of Article IV. Unused personal leave days may be carried over to the next school year. The total number of personal leave days available in any given year will not exceed five (5). The District pays for the cost of substitutes.
- B. Personal Leave Cash-Out: The District will cash out up to two (2) personal leave days at the District's daily substitute teacher rate. The District reserves the right to cap the cash-out daily rate at \$150. The cash-out option will be automatically processed for all certificated employees who have accumulated balances of more than three (3) personal leave days at the end of the school year, and who would, in the absence of cashing out the excess days, lose one or two personal days (since carryover is limited to three days). The cash-out calculation will be made at the end of the school year, and payment will be made in the July payroll check.
- C. A request to use personal leave will be made at least two (2) business days before taking such leave, except during May and June (see "D" below). The requests for personal leave will either be for a half or full day(s), based on 50% or 100% of an employee's regular workday hours. At no time will more than two (2) consecutive personal leave days be approved. Unless approved by the Superintendent, personal leave days may not be used during the first and last week of each semester.
- D. In the months of May and June, no more than two (2) certificated employee's request for personal leave on Mondays and Fridays will be approved. During May and June, personal leave requests may not be approved without five (5) business days' notice. Personal leave requests during this period will be approved contingent upon the availability of substitutes.

SECTION 3: Family and Medical Leave

- A. Purpose – Federal law (FMLA) guarantees eligible employees of the Entiat School district up to twelve (12) weeks of unpaid (or paid), job-protected leave for reasons listed in 'C. Leave Reasons' below.
- B. Eligibility – Employees who have worked for the District for a period of twelve months and have accrued 1,250 hours of service during that twelve month period are eligible for this leave.
- C. Leave Reasons – There are four reasons for which Family and Medical Leave may be granted under the FMLA:
 - 1. For incapacity due to pregnancy, pre-natal medical care, or child birth;
 - 2. To care for the employee's child after birth, or placement for adoption or foster care;
 - 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health condition;
 - 4. For a serious health condition that makes the employee unable to perform the employee's job.

Additional Reason: Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

ARTICLE IV - PERSONNEL LEAVES

SECTION 3: Family and Medical Leave, cont.

D. Conditions –

1. Employees are eligible to receive a total of twelve weeks of leave. However, personal leave, vacation, and sick leave must be first deducted, and the balance of the leave will be without pay.
2. The District reserves the right to require the employee to take leave in a block when being used for birth, adoption, or placement of a foster child. The entitlement to this leave ends twelve months following birth, adoption, or placement.
3. Medical leave may be taken intermittently based upon the health care provider's recommendation and/or the ability of the employee to perform the duties of the job.
4. The District may request the employee on intermittent leave to assume an alternate position if the employee is qualified, the position has equal pay and benefits, and the alternate position better accommodates the leave.
5. Employees who have been granted leave under this policy are guaranteed a return to their former position or a position with equivalent benefits, pay, and terms of employment. Reinstatement may be denied in the event of a reduction in force. The employee on leave will be subject to the terms of the contractual agreement between the Association and the District.
6. Vacation, sick, and personal leave will not be accrued during the duration of the leave.

E. Employee Responsibilities –

1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will be required when practical.
2. For medical care, the employee will also be asked to give thirty (30) days prior notification unless medical conditions preclude this from happening. Further, when employees are on a reduced schedule, they may be asked to make all reasonable efforts to arrange treatment so as to not disrupt the normal operation of the District.

F. Exclusions/Limitations –

1. If the employee is principally employed in an instructional capacity and the intermittent or reduced leave would extend or is within three to five weeks before the end of the academic term, the District may require that employee to take leave of a particular duration or transfer to an equal position that better accommodates the leave.
2. In the event that the District employs spouses, the total leave between both cannot exceed twelve weeks in any twelve-month period.

G. Certification of a Serious Health Condition – When an employee seeks medical leave to care for a family member or address his/her own health needs, the following certification may be required:

1. The date on which the condition commenced.
2. Probable duration of the condition.
3. Medical facts from a health care provider.
4. When the leave is to care for a family member, an estimate as to the amount of time needed.
5. In the event the employee is not able to return to perform and fulfill his/her responsibilities, medical verification will be required. The District reserves the right to seek a second or third opinion, at its own expense.

H. Health Care Benefits – The District will maintain employee health care benefits at its expense during the duration of the leave. However, in the event that the employee does not return from leave for a reason other than continuation or reoccurrence of a serious health condition, the onset of a new serious health care condition, or circumstances beyond the control of the employee, the District may exercise its right to recover premium costs.

ARTICLE IV - PERSONNEL LEAVES

SECTION 4: Jury Duty and Subpoena Leave

- A. Leave of absence with pay will be granted for jury duty. The certificated employee will notify the District in a timely manner when notification to serve on jury duty has been received.
- B. Leave of absence, with pay, will be granted, when a certificated employee is subpoenaed to appear in a court of law. The certificated employee so subpoenaed will determine and notify the District of the number of days required for court appearances.

SECTION 5: Leave of Absence

- A. Leave of absence without pay for a period not to exceed one (1) year may be granted by the Board to a certificated employee for the purpose of obtaining advanced schooling in subjects related to the profession or for such other reasons as the Board may determine to be in the best interest of the District and providing a suitable substitute can be found. The employee will be entitled to re-employment upon returning from such leave. Leave of absence under this provision may be granted only upon the recommendation of the employee's Principal and the Superintendent.

SECTION 6: Professional Leave

- A. The Superintendent may allow certificated employees to attend conferences, seminars, and make visitations, if in the administration's determination, such conferences, seminars, and visitations will increase the certificated employee's competence in the current assignment. Such leave will be with pay, and the District will pay for the cost of a substitute. Travel costs (mileage, meals if trip is overnight, lodging, etc.), and registration fees will usually be paid by the District, but may be paid, in part or in full, by the certificated employee as mutually agreed on a case-by-case basis. Requests for such leave must be made in writing on the "Professional Development/Workshop Request Form" at least five (5) days before said conference, seminar, or visitation. Said approved conference, seminar, or visitation must be held within the State of Washington.

SECTION 7: Bereavement Leave

- A. The District will allow each certificated employee a maximum of five (5) days leave upon the death of the employee's spouse, domestic partner, parent, step-parent, child, foster child, sibling, parent-in-law, son- or daughter-in-law, sibling-in-law, grandparent, grandparent-in-law, grandchild, aunt or uncle, or any person living in the immediate household as a member of the family. The deaths of more than one family member resulting from a common occurrence will be treated as a single death with respect to the length of leave granted. One day of bereavement leave may be used for the death of a co-worker or friend, limited to two (2) occurrences per year. Bereavement leave is non-cumulative, must be approved by the Superintendent, and is not deducted from sick leave.

SECTION 8: Sick Leave Cash-Out

- A. Upon the death of an employee while under contract, the employee's estate will receive pay for accumulated, but unused, sick leave up to a maximum of one hundred eighty (180) days at a rate equal to one day's per diem pay for each four full days accrued for sick/emergency leave.
- B. At the option of the certificated employee, the District will cash out accumulated sick leave in excess of 168 days at the rate of one (1) day's pay for every four (4) days accumulated. The calculation will be made at the end of the calendar year, and payment will be made in the February payroll check.
- C. At the time of separation from district employment due to retirement of an eligible employee, the employee will receive remuneration at the rate equal to one (1) day's current monetary compensation of the eligible employee for each four (4) full days of accrued sick leave up to a maximum of one hundred eighty (180) days. The payment will coincide with the last payment for employment to the eligible employee.

ARTICLE IV - PERSONNEL LEAVES

SECTION 9: Leave Sharing

- A. Right To Donate: Employees may donate sick leave to come to the aid of another District employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. Minimum Accumulation: An employee who has an accrued sick leave balance of more than twenty-two (22) days may donate such leave.
- C. Maximum Donation: Employees are allowed to grant up to six (6) days during any twelve (12) month period.
- D. Limits: Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days.
- E. Status Of Leave Employees. While an employee is on leave under this section, he or she will be classified as an employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. Payment of sick leave will be in accordance with state statutes, rules and regulations.

ARTICLE V – INSURANCE BENEFITS

SECTION 1: Group Medical/Dental Insurance

- A. Effective September 1 for October coverage each year, a contribution of up to the maximum insurance benefit allocation per full-time equivalent employee as approved by the legislature will be made per month toward the cost of District approved medical/dental insurance plan for full-time equivalent employees. The contribution will be pro-rated for eligible part-time employees. When premiums are listed separately for each, the District will pay the cost of Dental Insurance first, then the cost of Medical Insurance, up to a combined total of the benefit allocation per full-time equivalent employee per month.
- B. The District will pay fifty percent (50%) of the monthly cost per full-time equivalent employee billed by the State for retirees' health benefits (Health Care Retiree Contribution). Each certificated employee will pay the remaining fifty percent (50%) of this cost.

ARTICLE VI - TERM OF AGREEMENT

SECTION 1: Term

This agreement will be effective as of September 1, 2016, and will continue in effect until September 1, 2019. Two re-openers from the Association and three re-openers from the District may be offered for bargaining for each year. (See asterisk * next page)

This agreement will be binding upon the District, the Association and all certificated employees who are represented by the Association as their duly authorized bargaining representative.

SECTION 2: Renewal

This agreement will automatically be renewed from year to year and will be binding for an additional period of one (1) year unless either the District or the Association gives written notice to the other, not later than 120 days prior to the expiration date of this agreement, or anniversary thereof, of its desire to modify the agreement for a successive term or to terminate this agreement. Negotiations on any modification to this agreement will commence not later than ninety (90) days prior to the expiration date of this agreement.

RATIFICATION

EXECUTED This 17th DAY OF September, 2018, by the undersigned officers by the authority of and on behalf of the Board of Education, Entiat School District No. 127, and the Entiat Education Association.

By [Garci Duncan]
Board President

By [Bill Edwardson]
EEA President

** 2016-17 is the first year of a three year negotiated agreement. Note that the changes made to the agreement for 2016-2019 are listed at the end of the document.*

Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff (page 17) has been modified to reflect the legislatively approved LEAP Schedule for 2016-17, as approved on June 28, 2015.

** 2017-18 is the second year of a three year negotiated agreement. The only thing changed for 2017-18 was Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff (page 17) – it has been modified to reflect the legislatively approved LEAP Schedule for 2017-18, as approved on June 22, 2017.*

** 2018-19 is the third year of a three year negotiated agreement. Note that the changes made to the agreement for 2016-2019 are listed at the end of the document.*

Exhibit A – Statewide Salary Allocation Schedule for Certificated Instructional Staff (page 17) has been modified to reflect the replacement of the State LEAP Schedule for certificated salaries with the new Exhibit A, which is an Entiat School District salary schedule, bargained locally. New legislation and funding methodology no longer includes a state-set salary schedule.

EXHIBIT A

2018-2019 Entiat School District Salary Schedule for Certificated Instructional Staff								
	Education							
Years of Service	BA +0	BA +15	BA +30	BA +45	BA +90	MA	MA +45	MA +90 or Ph.D.
0	\$42,119	43,256	44,435	45,616	49,406	50,496	54,287	56,731
1	42,686	43,839	45,032	46,266	50,096	51,058	54,888	57,315
2	43,226	44,390	45,596	46,925	50,744	51,623	55,442	57,895
3	43,782	44,958	46,177	47,548	51,360	52,159	55,968	58,482
4	44,328	45,556	46,782	48,200	52,034	52,720	56,554	59,087
5	44,892	46,125	47,364	48,861	52,681	53,291	57,112	59,694
6	45,472	46,678	47,959	49,530	53,332	53,876	57,678	60,272
7	46,490	47,715	49,012	50,669	54,527	54,972	58,828	61,497
8	47,981	49,272	50,601	52,395	56,305	56,696	60,607	63,371
9		50,885	52,280	54,138	58,140	58,438	62,442	65,301
10			53,978	55,972	60,026	60,273	64,329	67,282
11				57,859	62,002	62,160	66,304	69,316
12				59,686	64,030	64,121	68,332	71,436
13					66,108	66,152	70,409	73,605
14					68,196	68,242	72,634	75,858
15					69,970	70,015	74,522	77,830
16 or more					71,369	71,415	76,012	79,386
19-23	Longevity steps for Entiat experience				72,211	72,258	76,855	80,228
24-28	Longevity steps for Entiat experience				72,422	72,468	77,065	80,439
29 or more	Longevity steps for Entiat experience				72,843	72,889	77,487	80,860

Based on 180-day base year

In recognition of the work done by senior staff, including but not limited to mentorship of new teachers, providing curriculum assistance, demonstrating building leadership, and professional expertise, the longevity steps for Entiat SD certificated experience have been incorporated into the district salary schedule for teachers with a Bachelor's Degree +90 credits or higher level of education, details as follows:

Certificated employees who have completed 19 years of certificated service in the Entiat School District shall be placed on the salary schedule in the 19-23 Years of Service row.

Certificated employees who have completed 24 years of certificated service in the Entiat School District shall be placed on the salary schedule in the 24-28 Years of Service row.

Certificated employees who have completed 29 years of certificated service in the Entiat School District shall be placed on the salary schedule in the 29+ Years of Service row.

ENTIAT SCHOOL DISTRICT 127
TEACHER WORKLOAD RELIEF APPLICATION

NAME: _____ **DATE OF APPLICATION:** _____

TEACHING ASSIGNMENT: _____
(Use class periods if applicable)

Please answer the questions below as they pertain to this application. You are encouraged to be as thorough and accurate as possible. This information will be carefully reviewed by the workload committee.

1. **How many students do you currently have in your class?** _____
If the number of students in your class is the **only** purpose of your application, your class size must exceed the following:

Gr. K-1: **25** Gr. 2-4: **27** Gr. 5-6: **30** Gr. 7-12: **30**

2. **How many students in your class fit the following criteria?** (An individual may fit more than one)

Receiving Special Services: _____	Mild Learning Disabilities: _____
Limited English Speaking: _____	Severe Learning Disabilities: _____
Non-English Speaking: _____	Consistent Mild Behavior Problem: _____
Have Shown/Are Prone to Violence: _____	Severe Behavior Problem: _____

3. **Attach a detailed description of your current classroom conditions. Refer to any of the above answers you have provided that pertain to your relief application. Include any other factors or evidence relevant to your application.**

4. **Indicate your suggestion/idea for relief of workload condition:** _____

<For Committee Use Only>

Date Received: _____ Date Reviewed: _____ Principal's Initials: _____

Workload Review Team Recommendation(s): _____

Approved: _____ Denied: _____

Superintendent Signature

MEMORANDUM OF UNDERSTANDING
between
ENTIAT SCHOOL DISTRICT AND ENTIAT EDUCATION ASSOCIATION
EFFECTIVE 2016 - 2019

The purpose of this Memorandum of Understanding is to set forth the following agreement between the Entiat Education Association (EEA) and the Entiat School District #127. This agreement is entered into in reference to Article III, Section 7 – Certificated Employee Evaluation and will remain in effect for the term of this agreement (2016-2019) or until mutually-agreed upon language on the section addressing teacher evaluation is developed for insertion in the agreement during this term.

Entiat School District #127 and the Entiat Education Association (EEA) agree that for the 2016-2017, 2017-2018 and 2018-19 school years:

1. All certificated classroom teachers employed prior to 2016-17 have been transitioned to the new evaluation system, and will be evaluated using criteria established by WAC 392-191A in the 2016-2017 school year, and all subsequent school years.
2. All new certificated classroom teachers hired in 2016-17 and beyond will be evaluated using criteria established by WAC 392-191A.
3. A Teacher Evaluation Task Force consisting of the superintendent, principal and at least three (3) certificated classroom teachers will be established to consider the criteria in WAC 392-191A to prepare new language for future collective bargaining. The Task Force will, at minimum, consider the following:
 - a. The use of student achievement data in the evaluation process
4. All EEA individual member rights, EEA association rights, and Entiat School District administrative rights are maintained and protected as described in the Collective Bargaining Agreement and in law.
5. The following persons are excluded from the definition of “classroom teacher” and exempt from the teacher evaluation system requirements at this time:
 - a. Counselors
 - b. Educational Staff Associates (therapists, psychologists, etc)
 - c. Instructional Coaches
 - d. Dean of Students

I have read this Memorandum of Understanding. My signature indicates acceptance of its content.

[Ismael Vivanco]
Ismael Vivanco, Superintendent

[4.24.2017]
Date

[Garci Duncan]
Garci Duncan, Board Chairperson

[4.24.2017]
Date

[Bill Edwardson]
Bill Edwardson, EEA President

[4.14.2017]
Date