



## PREAMBLE

This document is an agreement between the District and the Association. The wages, hours, and terms and conditions of employment have been bargained and agreed to.

## ARTICLE I — ADMINISTRATION

### SECTION 1. DEFINITION OF PARTIES

This agreement entered into by and between Trout Lake Education Association, hereinafter called the "Association" and the School District of Trout Lake, Washington, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

### SECTION 2. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under contract or on leave. Such representation shall exclude the Superintendent and the principal. The term "teacher" when used hereinafter in the Agreement shall refer to all professional certificated personnel represented by the Association in the bargaining unit as above defined.

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

### SECTION 3. STATUS OF THE AGREEMENT

This agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Any individual teaching contract between the District and a teacher during the life of this

Agreement shall be subject to the terms and conditions of this Agreement. If any individual teaching contract contains any language contrary to or inconsistent with this Agreement, this Agreement shall be controlling.

### SECTION 4. COMPLIANCE OF AGREEMENT

All individual teacher personal service contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual teacher personal service contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual teacher personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

If individual contracts are issued prior to the completion of negotiations, the following shall be attached to the contract:

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

### SECTION 5. CONFORMITY TO LAW

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

If any provision of the Agreement is so held to be contrary to law, the parties upon mutual agreement shall commence negotiations on said provision as soon thereafter as is reasonably possible.

## **SECTION 6. DISTRIBUTION OF CONTRACT**

The Association shall print and distribute to all teachers copies of this Agreement within sixty (60) days following ratification, signing and proofreading by the District. Additional copies shall be provided to the District and the Association. All teachers new to the District shall be provided a copy of this Agreement by the Association upon issuance of their personal service contract, provided the District informs the Association that such contract has been rendered and gives the name and local address of that individual. A copy of this Agreement shall be available in the District office for inspection for all applicants for teaching positions. Costs will be borne equally by both parties.

## **ARTICLE II - BUSINESS**

### **SECTION 1. ASSOCIATION RIGHTS**

- a) The Association and its representatives shall have the right to use District Buildings for meetings and to transact Association business.
- b) Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association shall schedule building use through the administration.
- c) The Association shall be the only teacher bargaining organization having the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. (*Excluding office computers.*)  
  
The Association shall pay for the replacement cost of all materials and supplies incident to such use including flagrant damages which the Association might cause.
- d) The Association shall be the only teacher bargaining organization having the right to post notices of activities and matters of As-

sociation concern on teacher bulletin boards. The Association may use the District mail service and teacher mailboxes for communication to teachers.

The Association shall be allowed to meet with members for a minimum of one hour on the first half day during work time. The Association shall also be allowed to meet with new members at all reasonable times, including preparation time, so long as it does not interrupt the educational process.

- e) The Board agrees to furnish to the Association in response to requests all public information.
- f) The rights granted herein to the Association shall not be granted or extended to any competing teacher bargaining organization.
- g) The Board shall place on the agenda of each regular Board meeting and shall consider under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office in writing forty-eight (48) hours prior to said regular meeting.

### **SECTION 2. DUES DEDUCTIONS AND REPRESENTATION FEES**

The Association shall have the right of automatic payroll deduction of membership dues for teachers.

The Association shall provide an automatic payroll authorization form to each teacher. The teachers shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once a teacher has signed the authorization for automatic payroll deductions, dues deductions shall be continuous thereafter.

The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of pro-rated annual dues shall be supplied to the District payroll office by the Association to determine the monthly dues deductions.

The automatic payroll authorization form shall clearly state that it is understood by the teacher signing the authorization that the continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 30, and shall become effective at that time. The Association shall promptly submit notice of such revocation to the District payroll office.

### **Other deductions.**

The District shall upon receipt of authorization from a teacher deduct from the teacher's salary and make appropriate remittance for medical plans, salary insurance, WEA-PAC and/or and tax-sheltered annuities.

### **Representation Fee Deductions**

In the event that any teacher fails to sign and deliver an Assignment of Wages Form as described herein, the Board agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and assessments; provided, however, that teachers who pay the representation fee shall neither be required nor allowed to have a political contribution deducted. Representation fee deductions shall be handled and transmitted by the Board in the same fashion as membership deductions as provided for in this Article.

This provision shall become effective upon two-thirds (2/3) approval of the bargaining unit in a secret ballot election certified to the Superintendent by the Association.

## **ARTICLE III - EMPLOYEE RIGHTS**

### **SECTION 1. TEACHER EMPLOYMENT**

No position held by a member of the bargaining unit shall be filled by employees outside of the bargaining unit. This provision shall not apply in a strike situation.

### **SECTION 2. DUE PROCESS**

- A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be in private. Just and sufficient cause shall mean the commonly accepted seven (7) step test of arbitrator Carroll Daugherty, except in cases of gross antisocial conduct. (See Appendix C) In addition, the District agrees to follow, when appropriate, a policy of progressive discipline. Progressive discipline steps are:
  1. Verbal warning
  2. Written reprimand
  3. Suspension with pay
  4. Suspension without pay
  5. Discharge or nonrenewal
- B. An employee has the right to face his accuser(s) and to cross-examine witnesses in hearings.
- C. This provision shall specifically extend to all extended day and extended year employee contracts.
- D. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline.
- E. Any complaint made against an employee will, within 10 school days, be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee except in cases of criminal investigation.
- F. In the event an employee is non-renewed or discharged as per RCW 28A.67.070 or RCW 28A.58.450, and a hearing is requested, then either the employee, or the Association may elect to submit the issue to Step 3 of the Grievance Procedure (binding arbitration) as opposed to the hearing process in

RCW 28A.58.455. (See also Article IX, Section 5). An employee shall be allowed to have present a representative of his/her choosing during any disciplinary action.

### SECTION 3. EMPLOYEE RIGHTS

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective negotiations with the Board, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, providing it does not interfere with their duties as a teacher.
- C. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, gender identity, sexual orientation or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.
- D. As a condition of employment each employee shall abide by the terms of the School District policy respecting a drug-free work place.

### SECTION 4. PERSONNEL FILES

Teachers or former teachers shall upon request have the right to inspect all contents of their

complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the teacher at teacher's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the teachers personnel file. Any one person, at the teacher's request, may be present in this review.

Except in emergent situations, any derogatory material not shown to a teacher ten (10) days before adverse action is brought shall not be allowed as evidence in the grievance or in the disciplinary action against such teacher.

No evaluation, correspondence, or other material making derogatory reference to a teacher's competence, character, or manner shall be kept or placed in the personnel file without the teacher's exclusive right to attach his/her own written comments.

All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring within 24 months.

Upon request by the teacher, the principal and his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.

### SECTION 5. EMPLOYEE PROTECTION

- A. The Board agrees to hold teachers harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such teacher, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board, to the extent of the District's errors and omissions policy.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.

The Board will cooperate in the prosecuting or defense of an action resulting from an assault on a teacher occurring while in the performance of his/her duties.

- C. Whenever a teacher is absent from employment and unable to perform 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, less the amount of any Workman's Compensation award made for the disability due to said injury for the remainder of his/her teaching contract year.
- D. The Board will reimburse teachers for uninsured loss, damage, or destruction of clothing or personal property of the teacher incurred while in the performance of their duties. Reimbursement shall be limited to \$1000.
- E. A written statement by the Board governing use of corporal punishment of students shall be posted on the bulletin board no later than the first week of each school year.
- F. A teacher may at all times use such reasonable force as is necessary to protect him/herself, or any other person from physical injury.

## **SECTION 6. NON-PROFESSIONAL DUTIES**

Teachers shall not be required to perform non-professional duties, including but not limited to, food distribution, supervision of cafeterias, bus loading or unloading, supervision of playgrounds, and collecting money from students, except where there is an unavailability of personnel due to lack of funds or illness.

## **SECTION 7. ASSIGNMENT, VACANCIES, AND PROMOTION**

- A. **General Provisions.** To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside

their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of layoff and recall procedures require otherwise. Teachers shall be notified in writing not later than May 30 of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments, and special assignments. Unanticipated circumstances may necessitate changes after the May 30 deadline.

- B. **Voluntary Reassignment.** The following procedure shall be used:

1. The teacher shall complete a request form which shall be kept on file by the District.
2. Employment of any new teacher for a specific position shall not be made until all those teachers who have a pending request for transfer have been considered.
3. At least thirty (30) days prior to the beginning of the school year, the Superintendent or his/her designee shall notify, in writing and by personal conference, each teacher whose request for reassignment was not granted and the reason(s) for not granting the request. To assure that teachers are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
  - a) All vacancies and new positions, or summer school, including the qualifications and procedures, shall be publicized to the staff and Association through a written notice which shall be distributed to each teacher as far in advance as possible of the date of the opening of any vacancy or new position. All vacancies or new positions shall be filled on the basis of qualifications for the position.

- b) The District shall make all possible effort to fill teaching vacancies and new positions with their present teaching staff before out-of-district hiring takes place.
- c) Teachers who have been subjected to an involuntary transfer shall be given priority in placement the following year.

### **C. Involuntary Transfer or Reassignment.**

1. Reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each reassignment will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District.
2. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for any involuntary transfer or reassignment before the change is to become effective.
3. At least ten (10) days written notice will be given to the teacher who is to be transferred or reassigned. However, the affected teacher may appeal the decision through the grievance procedure. When a teacher is involuntarily transferred, one day of released time will be given the affected teacher in order to complete the move and become oriented to the new building.

## **ARTICLE IV - EVALUATION/PROBATION**

### **SECTION 1. PURPOSE**

The evaluation procedure set forth herein provides the establishment of criteria, procedures, summative methodology and descriptors of parties for the evaluation of the professional performance capabilities and development. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional

growth through the systematic assessment of employee performance.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

- “(1) An evaluation system must be meaningful, helpful, and objective;
- (2) an evaluation system must encourage improvements in teaching skill, techniques, and abilities by 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; and
  - (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 and minimizing subjectivity.”

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 392-191-025:

- “(1) To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- (2) To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
  - (3) To assist classroom teachers who have identified areas needing improvement, in making those improvements.”

**EVALUATOR QUALIFICATIONS:**

All assigned evaluators shall receive training as required under RCW 28A.405.130 prior to conducting evaluations.

Beginning in the 2016-2017 school year, any principal rated unsatisfactory shall be prohibited from evaluating teachers. A principal who scores basic (2) two years in a row shall be prohibited from evaluating teachers until they are rated proficient (3). Upon request, employees shall be assigned an alternative evaluator. Requests must be submitted in writing by October 15.

**SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES**

The evaluation processes to be utilized for employees shall be as follows:

**1. Classroom Teacher Evaluation Process (Article IV, Section 3)**

The classroom teacher employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include bargaining unit members as described in section 2. Those bargaining unit members who do not meet this definition as described in subsection 2 below will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3. Refer to the Transition Plan in the Memorandum of Agreement (attached) for applicability.

**2. Transitional Classroom Teacher / Non-Classroom Teacher Evaluation Process (Section Article IV, Section 4):**

Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special

assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of “classroom teacher” are subject to the evaluation process under Article IV, Section 4. This process also applies to those classroom teachers who have not transitioned to the process under Article IV, Section 3

**SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS**

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements.

**1. PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process.

All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided, that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher’s position and track in the evaluation cycle.

**2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING****A. Definitions**

**1. Criteria** shall mean one of the eight (8) state defined categories to be scored.

**2. Component** shall mean the sub-section of each criterion.

**3. Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements. The evaluator shall assist the teacher by providing support and resources.

**4. Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

**5. Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric and should be gathered from the normal course of employment. Input from students or parents shall not be used as evidence without teacher consent.

**6. Not Satisfactory** shall mean:  
Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.  
Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

**7. Student Growth Data** shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher and administrator in collaboration. Assessments used to demonstrate growth must predominately originate at the classroom

level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

#### **B. State Evaluation Criteria:**

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

#### **C. Instructional Framework**

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson. The instructional framework is included in **Appendix A2**.

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

#### **D. Criterion Performance Component Scoring**

1. Appendix -A3 will be used in the documentation of criteria component scoring.
2. The evaluator and teacher will attempt to agree on criteria component scores based on the following rating system and will assign each component observed one of the following numeric values:  
Unsatisfactory = 1  
Basic = 2  
Proficient = 3



Distinguished = 4

3. If the evaluator and teacher do not agree on a component score, the teacher will be provided the opportunity to submit additional artifacts and evidence. If agreement is not reached, the evaluator must produce artifacts and evidence to support his/her component score.

#### **E. Summative Performance Rating**

Appendix A3 will be used in the documentation of criteria rating.

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

1. 8-14—Unsatisfactory
2. 15-21—Basic
3. 22-28—Proficient
4. 29-32—Distinguished

#### **F. Student Growth Criterion Score**

1. Appendix A3 will be used in the documentation of student growth criteria scoring.
2. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  - 5-12—Low
  - 13-17—Average
  - 18-20—High
3. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrat-

ed to show growth between two points in time in the same school year may be used at the discretion of the teacher. Teachers may utilize school-wide or District-wide test scores in their collections of evidence for student growth.

4. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
  - a. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  - b. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
  - c. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - d. Create and implement a professional development plan to address student growth areas.

### 3. PROCEDURAL COMPONENTS OF EVALUATION

#### A. Notification

The teacher will be notified by September 15<sup>th</sup> each year, or, within fifteen (15) days from the start of the school year, or on the teacher's first day of work, whichever is later, of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

#### B. Student Growth Goal Setting:

After September 15<sup>th</sup>, or 15 days after the start of the school year, or 15 days after a teacher commences work in a school year, whichever is later, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal.

#### C. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation. Provided however, if under 2.D.3, above, the evaluator and teacher do not agree on a component scoring, the teacher shall be required to submit artifacts and evidence to support their suggested component scoring.

#### D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their eVAL account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours, if the additional evidence is going to be used by the evaluator in their assessment.
4. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
5. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
6. Any and all data entered into eVAL shall be considered the personal property of the teacher and confidential, and not be subject to public disclosure, unless required by law.

#### E. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

#### F. Alternative Evaluator

On request, teachers shall be assigned an alternative evaluator (WAC 392-191A-130 (4)). Requests must be submitted in writing by October 15<sup>th</sup>.

### 4. COMPREHENSIVE EVALUATION PROCESS

All teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned teaching duties. The total amount of observation time shall not be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or

her duties and the total observation time for the school year shall not be less than ninety (90) minutes.

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six years.

**A. 1<sup>st</sup> Pre-Observation Conference:**

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

**B. 1<sup>st</sup> Formal Observation:**

1. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation meeting.
3. The evaluator will document all formal observations using the negotiated form (Appendix A3 or in eVal) and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
4. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorpo-

rated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

**C. 1<sup>st</sup> Post-Observation Conference**

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix A3 or in eVal).
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria component(s) and provide specific observable solutions with specific district support and resources to remedy the concern.
4. The teacher may attach writing comments to the observation report.

**D. 2<sup>nd</sup> Pre-Observation Conference**

The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

**E. 2<sup>nd</sup> Formal Observation**

1. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than five (5) days after the pre-observation meeting.
2. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date
5. The final formal observation shall occur prior to May 1<sup>st</sup>.

**F. 2<sup>nd</sup> Post-Observation Conference**

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and (Appendix A3 or eVal) will be used to determine the final evaluation score.
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific

district support and resources to remedy the concern.

4. The teacher may attach written comments to the observation report.
5. The teacher may request additional formal observations.

**G. Informal Observations**

1. Upon mutual agreement, an additional informal observation may be scheduled to collect additional artifacts and evidence related solely to previously identified areas of concern that remain unresolved following the second formal observation and conference.
2. An informal observation does not have to be in the classroom. Department or collegial meetings may be used for an informal observation.
3. The informal observation must be documented in writing on the negotiated form and a copy will be provided to the teacher within three (3) days of the informal observation.
4. A post-informal observation conference between the evaluator and teacher shall be held no later than five (5) days after the informal observation.
5. If the area of concern remains unresolved additional informal observations may be conducted if mutually agreed.
6. Informal observation results may be used as evidence for the final Summative Evaluation conference.

**H. Final Summative Evaluation Conference**

1. No later than May 10<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.

3. All evidence, measures and observations used in developing the final summative evaluation score must be a product the formal and, any agreed to, informal observations in sections A – G, above.
4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from the required formal observations that substantiate the rating.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished - 4 within a school year.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

## 5. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation following at least one formal observation in which identifies an area of concern and must occur within five (5) days of the post-observation conference required in section 4.C. or 4. F., above.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.

- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
- E. The score received on the selected criterion is the score assigned as the final summative score.
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

## 6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The “development of certificated classroom teachers” is included in the purpose statement of WAC 392-191A-020. As such, the Association will be notified when any teacher is judged below Proficient -3, within ten (10) school days.
- B. In addition, and if a teacher is judged below Proficient, one or more of the following shall be offered to the employee to support their professional development:
  1. The teacher’s class size will not exceed the limits established in this Agreement;
  2. The teacher shall be granted up to two (2) days of paid release time to observe colleagues’ instruction;
  3. The teacher shall be granted an additional/different certificated employee evaluator;
  4. A mentor will be assigned;
  5. The teacher may choose to participate in a voluntary structured support plan;
  6. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development

courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1<sup>st</sup> First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

## 7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent in accordance with RCW 28A.405.220 (1) (c). Before non-renewing a first (or applicable second or third) year provisional teacher, the evaluator shall have made good faith efforts to assist the teacher in making satisfactory progress toward remediating deficiencies by providing a specific and reasonable program designed to assist the teacher in making satisfactory progress in improving his/her performance, with benchmarks defining desired performance and indicating it has been achieved.

## 8. PROBATION

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

- A. A classroom teacher's work is not judged satisfactory, and therefore shall

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

- B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 3. 3. B 1-12 above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative

rating as of May 15<sup>th</sup> is Unsatisfactory -

1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable plan for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

F. A reasonable plan of improvement will be developed in accordance with RCW 28A.405.100 (4) (b) and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place.

G. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the

documentation of observation reports and evaluation reports during the probationary period.

4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation in accordance with RCW28A.405.100(4)(b).
  5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD in accordance with RCW28A.405.100 (4)(b).
- H. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report  
Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1)

of the following recommendations for further action:

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

**K. Action by the Superintendent:**

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

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

**M. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed:**

1. Final Evaluation
2. Notice of Probation
3. Notice of Removal from Probation and/or Notice of Superintendent Action

**9. NON-RENEWAL (DISCHARGE)**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation

rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

**10. PROBABLE CAUSE**

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

**11. EVALUATION RESULTS**

**A. Evaluation results shall be used:**

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

**B. Evaluation results shall not be:**

1. Shared or published with any teacher identifying information.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation.

**SECTION 4. TRANSITIONAL CLASSROOM TEACHERS/NON-CLASSROOM TEACHER EVALUATION PROCESS**

This process applies to Educational Staff



Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional and all other certificated employees who are not classroom teachers.

### 1. OBSERVATIONS

- A. Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week, and year.
- B. The evaluator and the evaluatee shall plan in advance for at least one of the required classroom observations. The evaluator shall utilize the Observation Report Form (Appendix A2 or A3) as the basis for the observation. No later than five (5) days following the observation, the evaluator shall discuss the observation with the evaluatee and provide the evaluatee with a copy of the Observation Report Form used during observation.
- C. The District agrees not to make an audio or video recording of any employee's classroom job performance without the employee's prior approval.

### 2. EVALUATION PROCEDURE

The principal shall give employees a copy of the Evaluation Report Form (*see Appendix A2 or A3*) and shall inform them of the evaluation process and its purpose in the District.

- 1. Employees in a building shall be evaluated in the following order:
  - a) Employees new to the District, i.e., provisional employees.
  - b) Employees on an improvement plan.
  - c) Employees evaluated on the comprehensive evaluation
  - d) Employees evaluated on the focused evaluation

- 2. Each employee will be evaluated by the principal or designee in each school in which the employee works. An evaluator will be designated for each employee no later than October 1 of each year.
- 3. The evaluator will complete the Evaluation Report form (Appendix A-2, A-3) for the employee's personnel file. Except in cases where the probationary procedure applies, a final evaluation conference shall be scheduled and held no later than five (5) days following the final observation of the employee. At this conference, the employee will be presented with the completed Evaluation Report Form.

### 3. CRITERIA

A. Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position as set forth on the evaluation criteria form. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position. Such forms shall consist of Classroom Teacher Evaluation Form or appropriate short form.

### 4. REQUIRED EVALUATIONS

Annually, employees will be observed at least twice, with a minimum of 60 minutes prior to the formal evaluation conference, with no observation being less than fifteen (15) continuous minutes in length and at least one observation of no less than thirty (30) minutes in length. For provisional employees, the first formal evaluation report and conference shall be completed within the first ninety (90) calendar days of employment and the second evaluation report and conference shall be completed by May 1. For continuing employees, the formal

evaluation report and conference shall be completed by May 10.

## **5. EVALUATION REPORT**

Distribution of the final Evaluation Report Form shall be:

1. original - personnel file
2. copy - employee.

The employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with the evaluation. The employee has the right to attach an addendum statement.

## **6. PROVISIONAL EMPLOYEES**

- A. A Provisional Employee shall mean any employee subject to RCW 28A.405.220 and who is in the employee's first three (3) years of employment with the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee for the first year of employment in the District. This shall include any employee who returns to employment with the District after a separation of employment, or who returns to employment with the bargaining unit from other employment with the District.
- B. Each Provisional Employee shall be evaluated at least twice during the school year according to the following guidelines:
  1. Provisional employee shall be observed at least once for a total observation time of thirty(30) minutes during the first ninety (90) calendar days of their employment.
  2. The total observation time for each provisional employee for the first year of employment shall be no less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three

times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.

3. A first written evaluation of each provisional employee shall be prepared and submitted to the District personnel office by December 1 or within the first 90 calendar days of employment.

4. In the event the first written evaluation of a provisional employee is not satisfactory, the administrator shall prepare a written statement specifically stating the problem and a specific plan for improvement.

5. A second written evaluation of each provisional employee shall be prepared and submitted to the District personnel office by May 1.

- C. Provisional employees are subject to non-renewal in accordance to RCW 28A.405.220. When there is concern about progress of a provisional employee, the provisional employee shall meet with the evaluator and an Association representative no later than February 1 each year to review the expectations for their current position at that time, there will be developed a reasonable plan for improvement whereby the employee will be assisted in improving his/her performance to an acceptable level.

## **7. PROBATIONARY PROCEDURE**

A. The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of an employee's performance. If an employee's performance is judged unsatisfactory in accordance with the Evaluation Procedure and criteria herein, the employee shall be considered for placement on probation; however, no employee shall be placed on probation unless an evaluation has been completed prior to January 20. The probationary process shall apply to provisional employees as

well as continuing teachers in accordance with RCW 28A.405.100. The Association President shall be notified by the Superintendent if any employees are being considered for probation.

B. At any time after October 15, an employee whose work is judged unsatisfactory based on the evaluation criteria set forth in this Agreement may be placed on probation. A probationary period of sixty (60) school days in the same school year shall be established. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his/her areas of deficiency.

C. In carrying out the probation procedure, the following steps shall be followed:

**Step 1.**

The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held before the date of the formal evaluation and in no case later than January 20. The employee shall have an opportunity to have an Association representative in attendance at the conference.

**Step 2.**

If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

- a) a specific definition of the problem in terms of performance deficiency.
- b) a specific set of expectations delineating what would constitute acceptable performance in the problem areas defined.
- c) a prescription for remediation which spells out courses of action and time expectations so

the employee involved can reach an acceptable level of performance.

- d) a statement of possible assistance or counseling by the principal or other supervisor to aid the employee in improving his/her performance to an acceptable level.

**Step 3.**

The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation. If the Superintendent or designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.

**Step 4.**

The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this and other provisions of the Agreement and state statutory requirements. During the probationary period, the principal or their supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

**Step 5.**

If by May 10 and after all the steps and processes of the probationary period have been followed, and if the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.

Conversely, if by May 10 and after all the steps and processes of the probationary period have been followed and the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation

and subsequent supportive evaluation documentation. Then, that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.

## **8. ACTION BY THE SUPERINTENDENT**

Following the completion of the probationary process, the Superintendent shall notify the employee in writing no later than May 15 of the status of the employee's contract renewal.

# **ARTICLE V — LAYOFF AND RECALL**

## **SECTION 1. INITIATION OF LAYOFF**

The term "lay off" as used herein refers to action by the Board reducing the number of teachers in the District due to lack of funds or reduction in the educational program. It does not refer to decisions to discharge or non-renew an individual teacher for cause.

Teachers with valid contracts will not be laid off during any school year. All layoffs will be effectuated at the start of the following school year. In the event of lay off, the Board shall provide written notice to all affected teachers on or before May 15 of the school year preceding the school year in which lay off would occur.

In the event that the Board anticipates a layoff of teachers, the Board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District.

The Board shall make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests, or pledges to the District. All such funds shall be placed in the general fund for operational expenditures if not earmarked for any specific program(s) of the District by the donor. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the Board shall maintain these pro-

grams only to the limit of the categorical support.

During any layoff action based on lack of sufficient funds, extra-curricular activities will be discontinued when such expenditures could be used to retain staff in the District.

## **SECTION 2. LAYOFF PROCEDURE**

In an effort to eliminate the necessity for layoffs, the District shall ascertain before layoff notices are issued the number of certificated positions which will be open for the following school year by reason of retirements and resignations.

Before the implementation of the reduction in force procedure, the entire certificated staff shall be offered the opportunity to make written application for a year's leave of absence. Such leave of absence shall be granted and shall entitle said person to the same seniority rights at the beginning of the ensuing year as he/she would normally have under the District's leave policy. Should revenue not be available to re-employ said individuals the ensuing year, leave upon request shall be extended for an additional year.

In the event it becomes necessary to lay off any teacher, the following procedure will be implemented:

- A. The staff requirements and projected student enrollments for the District will be listed.
- B. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that where teaching assignments require special certification by state regulations, such assignments shall be filled with teachers currently holding such special certificates. Part-time employees will be credited with a half (1/2) year layoff seniority for each year of part-time employment.
- C. 1. Teachers currently assigned in full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time

teaching position but may choose to accept such a position on a voluntary basis.

2. Teachers currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority provided no part-time teacher with less seniority shall be assigned to any part-time teaching position unless such a position is declined by all teachers (*full and part-time*) with greater seniority.
- D. Any full-time teacher who accepts a part-time position shall be re-employed for the ensuing school year at the same position and/or level, with no loss of rights, benefits, or seniority which would have normally accrued had he/she been employed full-time during the school year.
- E. In the event a teacher is assigned outside his or her major area as a result of layoff, the Board shall provide such teacher necessary retraining, re-certification, and orientation to the new assignment without cost to the teacher. The annual evaluation of teachers so affected shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.
- F. Teachers who are laid off will be informed of how to apply for unemployment compensation including being informed of where they should report to apply for such compensation.
- G. Teachers on layoff shall be placed in a rehiring employment pool and ranked by seniority therein. A laid off teacher shall remain in the employment pool for two (2) years or until he/she submits a written resignation or finds certificated employment elsewhere. No teacher shall be hired from outside of Trout Lake School District unless all teachers in the employment pool have been found unqualified for the position.

### SECTION 3. SENIORITY

Layoff shall be by seniority only except as modified by the provisions of this Article as hereafter established. Seniority is defined as length of service within the District as of the teacher's first working day; provided that any teacher employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district(s) in the state of Washington. Less than full year teaching experience shall be computed as the actual number of days employed by a district(s) as a full-time teacher excluding any substitute service.

In the event of more than one individual teacher having the same seniority ranking, all teachers so affected will be ranked in accordance with the total seniority as employees in the District from greatest to least.

In the event of more than one individual teacher having the same seniority ranking after applying the above provision, all teachers so affected shall participate in a drawing, by Association and all teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association to be in attendance.

### SECTION 4. RECALL PROCEDURE

Teachers on layoff shall first be recalled by seniority, unless special certification requires otherwise. Teachers will be considered recalled when they have received their individual service contract.

Teachers who were previously assigned to full-time teaching positions shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the

Board's layoffs, recall, or other notice to the teacher.

Any teacher so notified shall respond within seven (7) calendar days from receipt of said notice whether the teacher accepts or rejects the position. Reporting date shall be arranged with the Superintendent. If a teacher rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

### **SECTION 5. LAYOFF BENEFITS**

1. If allowed by the insurance carrier, teachers in the employment pool may remain in the District insurance programs by remitting the monthly premiums to the District.
2. All positions of substitute teachers in the Trout Lake District shall be offered to teachers in the employment pool, in rotating alphabetical order, before any other person is offered such a position.
3. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

### **SECTION 6. AFFIRMATIVE ACTION**

In the event of a layoff and recall action the District shall maintain the same ratio of minorities to its total staff in employment as it had prior to said layoff. If numerical ratio equals less than one individual, the ratio shall become one to total staff.

## **ARTICLE VI - INSTRUCTION**

### **SECTION 1. 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 regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and 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. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

Before re-admittance to class after expulsion or suspension pursuant to statute, there shall be an agreement finalized between the student, parent or guardian, principal, and the teacher specifying the future behavior expectations of the student.

The District shall provide an instruction for all teachers concerning the District's student code.

### **SECTION 2. CLASSROOM VISITATION**

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors to a classroom are expected to obtain the approval of the principal. The principal will arrange a definite time for all scheduled visitations which meets the approval of the teacher. No teacher may indefinitely or unreasonably delay such a visita-

tion. In emergent visitations, such approval may not be possible.

2. For scheduled visitations, the teacher shall be afforded the opportunity upon request to confer with the classroom visitor before and/or after the visitation. For emergent visitations such conference will occur if possible.
3. The District shall not be responsible for the cooperation or lack thereof of visitors.

### **SECTION 3. CONTROVERSIAL TOPICS**

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.

In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

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

The Board, or its designees, agree(s) not to record any teacher's verbal communication in the classroom without their prior knowledge and permission.

### **SECTION 4. IN-SERVICE TRAINING**

Expenses for in-service training shall be reimbursed to the teacher for each approved in-service session attended. Such reimbursement shall include transportation, room and board, meals, registration or fees and materials.

## **ARTICLE VII - LEAVES**

### **SECTION 1. ILLNESS, INJURY, AND EMERGENCY LEAVE (I.I.E.)**

At the beginning of each school year each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, emergency or other disability. Each teacher's portion of unused I.I.E. allowance shall accumulate from year to year, as per state law.

1. Absence due to on the job injury incurred in the course of the teacher's employment shall be with full pay less Workmen's Compensation and shall not be charged against I.I.E. leave.
2. At the end of each year, the District will provide each teacher with an accounting of their accumulated I.I.E. leave and all transactions concerning their I.I.E. leave days within that time period.
3. Upon return to employment, if within five (5) years of prior termination with the District, any former teacher shall be credited with the balance of unused I. I.E. leave accumulated at the time of termination of his/her employment with the District.
4. In the event of the birth of a child of the teacher's spouse, leave will be allowed as per school board policy #5404.
5. A teacher who has exhausted accumulated I.I.E. leave and who is unable to perform the duties because of personal illness, maternity, paternity, adoption or other disability may, upon request, be granted an extended leave of absence without pay under provisions of this Agreement.

A teacher who has been granted leave under this provision may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his / her personal physician.

## **SECTION 2. ILLNESS, INJURY, AND EMERGENCY LEAVE CASHOUT**

Annually each employee may cash out the unused I.I.E. leave days he/she has accumulated that year (January 1 through December 31) provided such employee has accumulated a minimum of sixty (60) days of such leave. The cash-out shall be on a one (1) day's pay for four (4) day's I.I.E. leave, and shall not allow the employee to decrease his/her accumulation to less than sixty (60) days. The employee may cash out up to twelve (12) days per year on January 1 of each year.

At the time of separation from the District due to retirement or death, the employee or his/her estate shall have all of his/her sick leave cashed out on the same one (1) for four (4) ratio.

## **SECTION 3. MATERNITY, ADOPTION AND CHILD CARE LEAVE**

A teacher requesting maternity, adoption or child care leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment; and within thirty (30) days after childbirth, the teacher shall inform the District of the specific day when she will return to work. I.I.E. leave shall be granted under provisions in this Agreement. In the event I.I.E. leave has been exhausted, then the employee shall be granted an extended leave of absence without pay as stated under the I.I.E. leave provisions. In the event of the birth of a child, birth of a child of the employee's spouse, or the adoption of a child, five (5) days of sick leave will be granted.

## **SECTION 4. FAMILY ILLNESS LEAVE**

Teachers shall, upon request, be granted a leave of absence with pay when such absence is occasioned by the illness of a member of the immediate family (*parents, guardians, children and spouse*) and shall be deducted from I.I.E. leave.

## **SECTION 5. BEREAVEMENT LEAVE**

Up to five (5) days of leave shall be granted with pay for each instance of bereavement of an immediate family member. For the purpose of this item, immediate family is defined to include parents, siblings, spouse, children, grandchildren, grandparents, and the same relationships as related by marriage or any other person living in the employee's household. One (1) day of bereavement leave with pay shall be granted each year for the death of a close friend. Paid bereavement leave is deducted from the employee's five or one day allocation of such leave and shall not be deducted from sick leave. Unused bereavement leave shall not accumulate from year to year.

## **SECTION 6. JURY DUTY AND SUBPOENA LEAVE**

Leaves of absence with pay may be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the teacher's salary. The teacher shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law, provided that such subpoena is not proven to be as a result of a teacher's wrong doing. In such a case as well as in the case of a subpoena issued by the Association, the individual or the Association as appropriate will pay the cost of the substitute. In cases where the District pays for the substitute, if any witness fees are paid that amount shall be deducted from the teacher's regular pay.

## **SECTION 7. MILITARY LEAVE**

Employees shall be granted military leaves of absence when required by law and shall not suffer any loss of efficiency rating, privileges, or pay according to RCW 38.40.060 and school board policy #5407. The District agrees to follow the statutory provisions governing the re-employment of returned veterans.

## **SECTION 8. PERSONAL LEAVE**

A teacher, for personal reasons, shall receive four (4) days, per year leave with prior approval



from the school administrator. Such leave shall be granted with pay and any unused leave shall accumulate to a total of five (5) days. At the end of the school year, if the employee has any unused days, he/she can either carry forward up to two (2) of those days or will be reimbursed at their per diem rate of pay for up to 3 (three) in the July salary warrant (to be recorded on the June timesheet). The employee may be reimbursed for one (1) day at the substitute teacher per diem rate. Any personal days carried forward are not eligible for reimbursement the following year. Teachers shall not be required to define leave taken beyond the phrase "personal." Teachers shall give at least twenty-four (24) hours notice to the principal except in cases of emergency. Leave requested to extend holidays or vacations, or occurring during the last two weeks of school shall be granted at the discretion of the superintendent.

For 2018-2019, teachers will be granted 1 (one) additional personal leave day. It cannot be rolled over or cashed out at the end of the school year.

### **SECTION 9. PROFESSIONAL LEAVE**

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the teachers' professional obligation. Such leaves may be granted by request to the Superintendent of Schools on one of the bases which follows:

#### **1. Full Payment Leave:**

Substitute and necessary expenses paid by the District. This category applies to teachers authorized by the Board to represent the District at professional conferences, meetings, symposiums and seminars.

#### **2. Partial Payment Leave:**

- a. Substitute paid by the District; necessary expenses paid by teacher or outside agency.

This category applies to teachers authorized by the Board to represent the District in cooperation with outside agencies

at conferences, meetings, symposiums and seminars.

- b. Substitute provided by the Association. This category applies to teachers who are authorized and selected by the Association to be in attendance at professional conferences, meetings, symposiums and seminars. Whenever possible, notification of leave shall be submitted by the Association President in writing to the Administration one (1) week before the leave is to take effect.

The Association President and the teacher shall be informed of the arrangements made for the leave. The principal shall be responsible for securing a substitute.

### **SECTION 10. OTHER LEAVES**

Leaves of absence of up to one (1) year with or without pay may be granted teachers for the purposes of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, Association or Association related business.

If the teacher's request for leave involves a course of study, research, or other circumstances which can be related to his/her job, then a leave of absence without pay for one (1) year entitles a teacher to a normal salary increment. This salary increment must be approved by the administrator at the time the leave is requested. Upon return from leave, the teacher shall be placed in the position last held or in a position for which he/she is certified to teach.

Upon request by the teacher by March 1, such leave may be renewed for up to one (1) additional year.

Leaves of absence are not available to provisional teachers. A maximum of two years of leave will be granted to each employee for the duration of their employment in the Trout Lake School District.

### **SECTION 11. LEAVE SHARING**

- 1) Bargaining unit members who have accumulated more than twenty-two (22)

leave days may donate any amount of leave that does not result in the employee's total following below the minimum balance for donation. The employee donating the days shall specify the number of days to be donated. The district shall develop forms and procedures necessary to implement this. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days.

- 2) The person receiving the donated days must have exhausted all accumulated leave and diligently pursued and been found ineligible for benefits before using the donated days, and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause the employee to:
  - a) Go on unpaid leave of absence:  
or
  - b) Terminate employment.
- 3) In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.
- 4) While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- 5) The District and Association shall each designate one person who shall serve

jointly for the purpose of reviewing requests for such leave.

## ARTICLE VIII - FISCAL

### SECTION 1. WORKDAY

Teachers shall begin their workday thirty (30) minutes before the students' school day begins and shall continue until thirty (30) minutes after the students' school day ends. The total length of the workday shall not exceed seven and three-quarters (7 3/4) hours for all teachers. The teachers' total instructional time shall not exceed three hundred fifteen (315) minutes per day. If parent/teacher conferences are held in the evening, the following will apply for one (1) of the conference days: Teachers shall be expected to remain in school to hold parent/teacher conferences for three and a half (3½) hours longer than their normal workday, being provided with a thirty (30)-minute lunch break and a thirty (30)-minute dinner break. Within the week, teachers will be dismissed after the morning classes. The extended parent/teacher conference day shall not extend longer than eleven and a half (11½) hours.

- a) All high school and junior high teachers shall have at least forty-five (45) continuous minutes of preparation time during each instructional school day. All elementary teachers shall have at least forty-five (45) continuous minutes of preparation time during each instructional school day so long as adequate staff exists. In the event aides and other support personnel are not available in the elementary, then preparation time may be scheduled in non-continuous segments. The use of the preparation time may be determined by the teacher, but it shall be used for its designated purpose. The instructional school day shall be interpreted to mean the student day and shall specifically exclude the thirty (30) required minutes before and after school and the thirty (30) minutes minimum duty-free lunch period.
- b) Teachers who are required in the course of their employment to travel between build-

ings within this District shall be scheduled to provide sufficient time for such travel.

- c) Teachers of music, art, physical education, laboratory sciences, librarians (*if they are teaching classes*), speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.
- d) All teachers shall have a duty-free lunch period of not less than thirty (30) continuous minutes.
- e) On Friday teachers shall be allowed to leave following student dismissal, with the approval of the Superintendent.
- f) Building faculty meetings shall not exceed thirty (30) minutes beyond the regular teacher workday.
- g) A principal or his/her designee may require a teacher to cover classes in case of emergency only.
- h) In the event a teacher is asked to teach another teacher's class during his/her preparation period, he/she shall receive pro-rated compensation from his/her daily salary for each class period taught.
- i) There shall be no change in the number of classes at the secondary level without mutual agreement of the parties.
- j) One (1) day per month, with the schedule pre-determined before the school year starts, teachers shall be required to stay up to forty-five (45) minutes past normal leave time for District-wide staff meetings.

## SECTION 2. TEACHER WORKLOAD

The District shall maintain basic class loads as follows:

K-6            thirty students

In the event a teacher's workload exceeds the basic class load stated above for fifteen (15) consecutive working days, an instructional aide shall be provided to that teacher for the entire

school day. An instructional aide for the entire day may be provided under special circumstances for class loads of less than thirty (30) students. This shall be determined in consultation with the teacher and appropriate administrative personnel. Special circumstances may include the following: existence of ESL students requiring special attention, and or existence of special students who have either behavioral or academic problems.

## SECTION 3. TEACHER WORKYEAR

- a) The work year covered by this Agreement shall consist of one hundred eighty (180) work days, plus any additional days funded by the Washington State Legislature. One hundred eighty (180) work days shall be student attendance days. Any additional days shall be non-student days and shall be used as learning improvement days. Any state-funded extension of contracted days for professional learning shall be compensated at full per diem. The professional salary set forth in this agreement covers all professional responsibilities of educators.
- b) There shall be no deviation from or change in the workdays except by mutual agreement of the Board and the Association, except in emergent situations.
- c) Calendar shall be determined by a committee consisting of school board members, teachers, and administration.
- d) Within the 180-day school year calendar, eight (8) half-days shall be designated for grade level team planning (*Curriculum Enhancement Days*). The half-day agenda shall be determined by teachers in collaboration with the Superintendent. The agenda needs to be submitted to and approved by the Superintendent at least ten (10) workdays prior to the CED. The intention of these days is to work with other teachers to improve, enhance, and develop curriculum, as long as the State RCW allows this to happen.

## SECTION 4. PAYMENT

- a) All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the teacher on or before the last day of each month unless it falls on a weekend or holiday. Then payment can be made the day before.
- b) In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the next pay period. When an overpayment is made, repayment deductions will be prorated over the remaining pay periods.
- c) All compensation owed to a teacher who is leaving the District shall, upon request, be paid within fifteen (15) working days after the final day of work.
- d) Teachers seeking to attain National Board Certification are eligible for three days release time for portfolio work, reimbursement in the amount of \$1250 toward the testing fees upon successful completion of the test, and use of district equipment.
- e) Teachers successfully completing a Pro-Teach Portfolio will be reimbursed the required fees upon presenting proof of successful completion.

## SECTION 5. SALARY

The Salary Schedule format for employees shall be the Schedule in Appendix A.

Whatever salary increase or decrease is funded by the legislature will be passed on to the certificated employees.

## SECTION 6. PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE

- a) Placement of Beginning Teachers on the Salary Schedule: All beginning teachers' salaries shall commence on Step 00-00 unless he/she can document that hours were earned after the date at which the Bachelors or Masters Level Degree was awarded

which would allow him/her to be moved up to a more advanced education column.

Exception: If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, an official statement from the institution verifying a prior completion date shall be adequate documentation.

- b) Index: Increments for experience, education and advanced degrees will be in accordance with the index shown on the Salary Schedule.

### c) Education Credits

- 1) Education credits will be granted for college work and must be completed prior to October 1, of the school year. College Credits for advancement on the salary schedule will be accepted from a four-year degree granting institution and for courses taken at community colleges. All lower division courses must apply to what the teacher is teaching.
- 2) Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college transcripts and should be filed with the District's Business Office no later than October 10. If, for some circumstance beyond the control of the teacher, the college transcripts or grade reports are not available and the District has been advised by the college, the teacher shall be granted the allowance for credit. The District will provide to the staff, when available, notice of available, accredited college courses throughout the year to be held in this District or in surrounding districts.
- 3) Credit for clock hour inservice credits shall be granted for credits earned in approved (*as defined in the following paragraph*) programs where the credits earned cannot be counted as eligible ac-

ademic credits and credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

- d) **Experience Credits:** Credit shall be given for experience. In computing credit for experience, credit will be granted at the rate of a 1-quarter credit for every 10 hours and will count on the salary schedule found in Appendix A; such experience will be rounded to the nearest tenth of a year service.
- e) **Out-of-State Credit.** Teachers hired from out of state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.
- f) Classification on the salary schedule for experience and education shall be for the full school year. After October 15, no change in classification will be made.

## SECTION 7. SUPPLEMENTAL CONTRACTS

Separate contracts shall be issued to each employee for each supplemental position they hold. These contracts shall be separate from their regular individual contract.

Supplemental contract positions which must be filled by certificated staff and are part of this bargaining unit are found in appendix B.

## SECTION 8. INSURANCE

a. District contributions for such insurance premiums shall be such amount as required by the State for SEBB, to be used for Medical, Dental, and Vision plans. Any SEBB authorized VEBA or any SEBB authorized benefits plans shall be negotiated and agreed to by the District.

The difference between the actual cost of the insurance and the amount the District contributes will be deducted from the employee's paycheck.

b. **Washington State Paid Family and Medical Leave (PFML)** Commencing January 1, 2020, employees shall be eligible to

receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees using Paid Family Medical leave do not have to exhaust all other available leave before using paid family medical leave. If available District paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. Employees may use accumulated sick leave as a Supplemental Benefit in addition to PFML benefits up to an amount that results in no loss of compensation to the employee. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion. When an employee is utilizing PFML, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. The District shall pay 60% of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is authorized, the District shall maintain health insurance benefits during periods of approved PFML leave when required by WAC 182-31-110 and RCW 50A.35.020.

## SECTION 9. TRAVEL

Teachers utilizing their private automobile to travel on authorized school business shall be compensated at the rate the State of Washington pays its employees. All teachers, who, by nature of their assignment, must travel between schools or are required to make home visitations, shall also be reimbursed at such amount as the State of Washington pays its employees.

# ARTICLE IX — GRIEVANCE PROCEDURE

## SECTION 1. GRIEVANCE PROCEDURE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement to the detriment of the claimant may be

processed as a grievance as hereinafter provided.

In the event that a teacher believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

### **STEP 1**

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designed by the Superintendent. A grievance must be filed within thirty (30) days of the occurrence of which he/she complains.

### **STEP 1 – REPLY**

Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

### **STEP 2**

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of

such meeting, and shall furnish a copy thereof to the Association.

### **STEP 3**

If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance at the option of either of the parties hereto may be submitted before an impartial arbitrator. The Association shall initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) school days of receipt of the written disposition of the Superintendent. The American Arbitration Association rules shall govern the arbitration proceedings, unless otherwise agreed to in writing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not previously disclosed in Steps 1 and 2. The decision of the arbitrator, when acting within his jurisdiction, shall be final and binding upon both parties.

### **EXCLUSIONS FROM ARBITRATION**

Excluded from binding arbitration shall be:

1. The evaluator's decision regarding the substance of evaluation.
2. Assignment, Vacancies, and Promotion
3. Non-renewal of first year teachers.

### **ARBITRATION COSTS**

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

### **SECTION 2. JURISDICTION OF THE ARBITRATOR**

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall decide only the interpretation and application of this Agreement. Upon request of either party, the merits of a grievance and the determination of the jurisdiction of the arbitrator shall be consolidated.

In the event that the arbitrator's award is unsuccessfully challenged in court, the challenging party shall be liable for the reasonable costs and attorney's fees of the prevailing party.

### **SECTION 3. TIME LIMITS**

The time limits provided in the Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

### **SECTION 4. GRIEVANCE AND ARBITRATION HEARINGS**

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Every effort will be made to avoid disruption of the operation of the District.

### **SECTION 5. INDIVIDUAL COMPLAINTS**

In accordance with RCW 41.59.090 any teacher may at any time present his grievance to the District and have his grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

### **SECTION 6. CONTINUITY OF GRIEVANCE**

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder

may be processed through the grievance procedure as set forth herein until resolution.

## ARTICLE X – DURATION

This agreement shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2023 with re-openers for salary, fringe benefits, and any other considerations raised by either party.

Negotiations between the parties for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement. Items not identified by either party for negotiations shall be continued into the successor Agreement.

FOR THE ASSOCIATION

FOR THE BOARD

\_\_\_\_\_  
Sean Coleman

\_\_\_\_\_  
Brendan Norman

\_\_\_\_\_  
Ericka Miller

\_\_\_\_\_  
Joe Dean

\_\_\_\_\_  
Laurie Sherburne

\_\_\_\_\_  
Ken BeLieu

\_\_\_\_\_  
Tim Dearden



## APPENDIX A – SALARY SCHEDULE

The 2022-2023 salary schedule will be increased by the legislatively approved % IPD + 2% in each cell of the salary schedule.

A

### 2021-2022 Salary Schedule

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90
0	46,873	48,139	49,450	50,765	54,983	57,700	56,196	60,414	63,134
1	47,504	48,787	50,115	51,488	55,750	58,452	56,822	61,083	63,784
2	48,105	49,400	50,743	52,221	56,471	59,201	57,450	61,699	64,431
3	48,724	50,033	51,389	52,914	57,157	59,953	58,046	62,284	65,083
4	49,331	50,698	52,062	53,640	57,907	60,724	58,671	62,937	65,756
5	51,560	52,136	52,710	54,376	58,627	61,500	59,306	63,559	66,432
6	52,208	52,791	53,372	55,120	59,351	62,240	59,957	64,189	67,074
7	53,355	53,949	54,545	56,389	60,682	63,650	61,177	65,469	68,438
8	55,083	55,698	56,312	58,309	62,660	65,737	63,095	67,448	70,523
9		57,546	58,180	60,249	64,702	67,884	65,035	69,490	72,672
10			60,071	62,290	66,801	70,089	67,076	71,590	74,877
11				64,389	69,000	72,354	69,177	73,788	77,140
12				66,422	71,258	74,711	71,359	76,045	79,499
13					73,570	77,126	73,618	78,356	81,913
14					75,893	79,632	75,944	80,832	84,421
15					77,869	81,704	77,918	82,934	86,615
16					79,425	83,336	79,476	84,592	88,346

## **APPENDIX A1- EVALUATIVE CRITERIA FOR CLASSROOM TEACHERS**

### **1. INSTRUCTIONAL SKILLS**

- A. Explanations, demonstrations, practice and feedback are presented so that the students can comprehend and retain what is being taught, which may take place over a number of days.
  - 1. Establishing the purpose and objectives of the lesson.
  - 2. Presentations of information to be learned.
  - 3. Checking and clarifying for student understanding.
  - 4. Opportunity for students to apply new skills or knowledge.
  - 5. Closure.
- B. Varied groupings, methods and materials used are based on the needs of the students and objectives of the lesson.
- C.Emphasis is placed on providing high percentages of academic engaged time.
- D.Recognition is given to the importance of research-based teaching techniques.
- E. All non-direct teaching activities are monitored for their usefulness and appropriateness (*i.e. assignments, homework, tests and quizzes, use of library time, individualized instruction activities.*)

### **2. CLASSROOM MANAGEMENT**

- A. Begins class promptly - with appropriate opening procedures.
- B. Teacher planning maximizes student on-task time.
- C. Limits of student behavior are clearly defined, communicated to students and consistently monitored.
- D.Teacher monitors rest of class while working with small groups and individuals.
- E. Teacher organizes and arranges classroom so as to facilitate learning and minimize student disruption.
- F. Transitions from one area of teaching to another are made smoothly and demonstrate preplanning.
- G.All students are treated in a caring and consistent manner, taking individual needs into account.
- H.Provides adequate plans for a substitute teacher.

### **3. PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- A. Possesses and maintains appropriate academic background.
- B. The teacher demonstrates evidence of a commitment to education as a *profession (i.e. professional organizations, committees, publications, conferences.)*
- C.The teacher adheres to district goals by using adopted program materials.

**4. EFFORT TOWARD IMPROVEMENT WHEN NEEDED**

- A. Participates in inservice and career development activities.
- B. Participates in continuing education and training initiated by the teacher.
- C. Follows through with recommendations made in evaluations.
- D. Sets personal goals.

**5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS**

- A. Establishes clear parameters for student conduct and makes known these expectations.
- B. Reinforces desired pupil behaviors and responds appropriately to disruptive pupil behaviors.
- C. Resolves discipline problems in accordance with applicable laws, policies and regulations.
- D. Utilizes support services, administrators, and parents when such support can be helpful.
- E. Assists in maintaining control and enforcing rules throughout the school.

**6. INTEREST IN TEACHING PUPILS**

- A. The teacher enjoys working with students and reflects respect for them as individuals.
- B. Develops rapport with the student as an individual in a professional manner.
- C. Deals with personal information and communication in a professional manner.
- D. Provides guidance assistance for students.

**7. KNOWLEDGE OF SUBJECT MATTER**

- A. Demonstrates a knowledge of subject matter by:
  - 1. Selection of instructional objectives appropriate to the instructional assignment.
  - 2. Planning of learning activities appropriate to the instructional assignment.
  - 3. Considering the relationship between one's subject matter and other discipline subjects.

**8. JOB PERFORMANCE CRITERIA**

- A. Times arrival and departure to assure adequate supervision of students.
- B. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- C. Maintains records as required by law, district policy and administrative regulations.
- D. Attends and participates in faculty, department and district meetings.
- E. Cooperates with other members of the staff in planning instructional goals, objectives and methods when appropriate.
- F. Assists in the selection of books, equipment and other instructional materials.
- G. Works to establish and maintain open lines of communication with students, parents and colleagues concerning both the academic and behavioral progress of all students.
- H. Establishes and maintains cooperative professional relations with others at school related activities.
- I. Performs related duties as assigned by the administration in accordance with district policies, practices and negotiated agreements.

## APPENDIX A2 – DANIELSON FRAMEWORK FOR TEACHING RUBRICS BY WASHINGTON STATE CRITERIA

### Criterion 1: Centering instruction on high expectations for student achievement.

#### 2b: Establishing a Culture for Learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectation for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>

#### 3a: Communicating with Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving student confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>

**Criterion 1: Centering instruction on high expectations for student achievement.****3c: Engaging Students in Learning**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>

**Criterion 2: Demonstrating effective teaching practices.****3b: Using Questioning and Discussion Techniques**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

**4a: Reflecting on Teaching**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.****1b: Demonstrating Knowledge of Students**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	<p>Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources.</p> <p>This information is acquired for individual students.</p>

**3e: Demonstrating Flexibility and Responsiveness**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using instructional strategies and soliciting resources from the school or community.</p>

### Student Growth C3: Recognizing individual student learning needs and developing strategies to address those needs.

#### Student Growth 3.1: Establish Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

#### Student Growth 3.2: Achievement of Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

### Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.

#### 1a: Demonstrating Knowledge of Content and Pedagogy

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>



**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.**
**1c: Setting Instructional Outcomes**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>

**1d: Demonstrating Knowledge of Resources**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</p>	<p>Teacher displays basic resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.</p>	<p>Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.</p>	<p>Teacher displays extensive knowledge of resources—not only through the school and community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.</p>



**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.****1e: Designing Coherent Instruction**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (Including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>

**Criterion 5: Fostering and managing a safe, positive learning environment.****2a: Creating an Environment of Respect and Rapport**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>

**Criterion 5: Fostering and managing a safe, positive learning environment.****2c: Managing Classroom Procedures**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>

**2d: Managing Student Behavior**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>

**Criterion 5: Fostering and managing a safe, positive learning environment.**
**2e: Organizing Physical Space**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>

**Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**
**1f: Designing Student Assessments**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>

**Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**
**3d: Using Assessment in Instruction**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

**4b: Maintaining Accurate Records**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for non-instructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>

**Student Growth C6: Using multiple student data elements to modify instruction and improve student learning.****Student Growth 6.1: Establish Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 6.2: Achievement of Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

**Criterion 7: Communicating and collaborating with parents and the school community.****4c: Communicating with Families**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.  Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.  Teacher makes some attempts to engage families in the instructional program.  Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.  Response to family concerns is handled with professional and cultural sensitivity.  Teacher's efforts to engage families in the instructional program are frequent and successful.

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**4d: Participating in a Professional Community**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and co-operation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and co-operation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</p>

**4e: Growing and Developing Professionally**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues—either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>

### Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

#### 4f: Showing Professionalism

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school.</p> <p>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed.</p> <p>Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.</p> <p>Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>

### Student Growth C8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.

#### Student Growth 8.1: Establish Team Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

## APPENDIX A3 – CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

Classroom Teacher Evaluation

Final Comprehensive Evaluation ☐Final Focused Evaluation ☐

### TROUT LAKE SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION \_\_\_\_ / 90 DAY \_\_\_\_ / ANNUAL EVALUATION \_\_\_\_

Teacher \_\_\_\_\_

Grade Level(s) \_\_\_\_\_

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a "Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					
					Total
Enter "total score" under each column					
Overall Rating Range	3 is Unsatisfactory	4-6 is Basic	7-9 is Proficient	10-12 is Distinguished	

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning/Prompts and Discussion					Add Scores From All Columns



<b>4a Reflecting and Teaching</b>					To Get a "Total Score"
Enter "total score" under each column					
Overall Rating Range	<b>2 is Unsatisfactory</b>	<b>3-4 is Basic</b>	<b>5-6 is Proficient</b>	<b>7-8 is Distinguished</b>	_____

Comment:

<b>Criteria 3: Recognizing Individual Student Learning</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>1b Demonstrating Knowledge of Students</b>					Add Scores From All Columns To Get a "Total Score"
<b>3e Demonstrating Flexibility and Responsiveness</b>					
<b>3.1 Establish Student Growth Goal(s)</b>					
<b>3.2 Achievement of Student Growth Goal(s)</b>					
Enter "total score" under each column					
Overall Rating Range	<b>4 is Unsatisfactory</b>	<b>5-8 is Basic</b>	<b>9-12 is Proficient</b>	<b>13-16 is Distinguished</b>	_____

Comment:

<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>					Add Scores From All Columns To Get a "Total Score"
<b>1c Setting Instructional Outcomes</b>					
<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					

Enter "total score" under each column					
Overall Rating Range	4 is Unsatisfactory	5-8 is Basic	9-12 is Proficient	13-16 is Distinguished	_____

Comment:

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a "Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Enter "total score" under each column					
Overall Rating Range	4 is Unsatisfactory	5-8 is Basic	9-12 is Proficient	13-16 is Distinguished	_____

Comment:

<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
1f Designing Student Assessments					Add Scores From All Columns To Get a "Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					
Overall Rating Range	1 is Unsatisfactory	>1-2 is Basic	>2-3 is Proficient	>3-4 is Distinguished	_____

Comment:

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					Only 1 component so component score is criterion score
Enter "total score" under each column	1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished	

Comment:

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					Add Scores From All Columns To Get a "Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					
Enter "total score" under each column					
Overall Rating Range	1 is Unsatisfactory	>1-2 is Basic	>2-3 is Proficient	>3-4 is Distinguished	_____

Comment:

FINAL SUMMARY					Criteria Score
Criteria 1: Centering Instruction On High Expectations For Student Achievement.					
Criteria 2: Demonstrating Effective Teaching Practices					
Criteria 3: Recognizing Individual Student Learning					
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum					
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment					
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning					
Criteria 7: Communicating and Collaborating with Parents and the School Community.					
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning					
Enter "total criteria score"					
Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating
Overall "Rating Range"	8-14	15-21	22-28	29-32	
Student Growth	3.1	3.2	6.1	6.2	8.1
Score					
	LOW	Average	High	Student Growth Rating	
Overall Student Growth "Rating Range"	5-12	13-17	18-20		

### Final Teacher Rating Matrix

	Unsatisfactory	Basic	Proficient	Distinguished
High	N/C	N/C	N/C	N/C
Average	N/C	N/C	N/C	N/C
Low	N/C	N/C	N/C	Proficient

N/C = "No Change in final overall rating"

The teacher's final overall rating is (circle one): Unsatisfactory Basic Proficient Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

\_\_\_\_\_

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Employee Signature

\_\_\_\_\_  
Date

\*Employees signature indicates that they have received this evaluation. It does not necessarily indicate agreement with the findings.

**APPENDIX B - SUPPLEMENTAL CONTRACT SCHEDULE**

Music Director	8% of base salary
Annual/Publications	8% of base salary
Technology Coordinator	28% of base salary
NHS Advisory	\$1,100
Senior Class Advisor	\$1,100
Junior Class Advisor	\$1,100
Sophomore Class Advisor	\$770
Freshman Class Advisor	\$550
8 <sup>th</sup> Grade Class Advisor	\$550
7 <sup>th</sup> Grade Class Advisor	\$550
6 <sup>th</sup> Grade Class Advisor	\$550
Middle School Outdoor School	\$550
WA Kids	1 hour per student @ per diem, 25 hours maximum

## APPENDIX C - JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause, which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. NOTICE: "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. REASONABLE RULE OR ORDER: "Was the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District, and (b) the performance that the District might properly expect of the employee?"
3. INVESTIGATION: "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District?"
4. FAIR INVESTIGATION: "Was the District's investigation conducted fairly and objectively?"
5. PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. EQUAL TREATMENT: "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. PENALTY: "Was the degree of discipline administered by the District in a particular case reasonably related to
  - a) the seriousness of the employee's proven offense, and
  - b) the record of the employee in his service with the District?"

\*

**APPENDIX D - GRIEVANCE REVIEW REQUEST FORM**

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the Contract between the Board and the Association.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps 1, 2, and 3. The form must be addressed and delivered to the administrative supervisor at Step 1, and the Superintendent at Steps 2 and 3.

TO: \_\_\_\_\_  
Name Title

Grievant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Position or Title: \_\_\_\_\_

School: \_\_\_\_\_ Department \_\_\_\_\_

1. Consistent with the procedure for processing grievances, I have taken the following actions:  
(Indicate specifically by name and title who has officially reviewed the grievance to date.)

Step 1 \_\_\_\_\_

\_\_\_\_\_

Step 2 \_\_\_\_\_

\_\_\_\_\_

Step 3 \_\_\_\_\_

\_\_\_\_\_

Step 4 \_\_\_\_\_

\_\_\_\_\_

2. The nature of my grievance is: (specify the section of agreement violated, when the violation occurred, and in what way there was a violation, misapplication or misinterpretation.)

3. The relief I am seeking is:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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