

**CEA
Contract**

September 1

2018-

August 31

2020

Certified Employee Contract between the Cascade Education Association
and the Cascade School District #228 for the 2018-2020 school years.

**Certified
Contract**

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PREAMBLE

This Agreement is entered into between the Board of Directors of Cascade School District No. 228, Leavenworth, Chelan County, Washington, and Cascade Education Association. It has been negotiated pursuant to RCW 41.59.

ARTICLE I. ADMINISTRATION

Section A. Definition of Terms

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

1. "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
2. "AR" shall mean Association Representative(s).
3. "Association" shall mean the Cascade Education Association, which is affiliated with the Washington Education Association and the National Education Association.
4. "BEA" shall mean Basic Education Act.
5. "Block Schedule" shall be any schedule format with fewer but longer classes than traditional schedules permit.
6. "Board" shall mean the Board of Directors of Cascade School District No. 228 as the governing body of the District.
7. "Contract" shall mean the individual contract issued to each employee pursuant to State law.
8. "Day" shall mean working day, determined by those days that the District's business office is open for business with the public.
9. "District" shall mean Cascade School District No. 228, Leavenworth, Chelan County, Washington.

10. "Elementary" shall mean grades P through 5.
11. "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
12. "Extended Contract" shall mean that individual contract that is issued to an employee for day(s) beyond the employee's base contract days.
13. "Leave Replacement Position" shall mean a position that may or may not be available in the next school year.
14. "Non-Continuing Employee" shall mean an employee hired on a non-continuing contract for one year or less.
15. "OSPI" shall mean the Washington State Office of Superintendent of Public Instruction.
16. "Parties" shall mean the Association and the District.
17. "PERC" shall mean the Washington State Public Employee Relations Commission.
18. "President" shall mean the president of the Association or his/her designee.
19. "RCW" shall mean Revised Code of Washington.
20. "Secondary" shall mean grades 6 – 12.
21. "Superintendent" shall mean the chief administrative officer of the Board, or his/her designee.
22. "Supplemental Contract" shall mean that contract issued and signed in accordance to State law.
23. "WAC" shall mean Washington Administrative Code.
24. "Year" shall mean the school calendar year, from the first day of teacher in-service to the day before teacher in-service the following year.

Section B. Recognition

1. Bargaining Unit Make-Up

The District recognizes the Association as the exclusive bargaining agent for all certificated employees of the District excluding the chief administrative officer(s), principals and assistant principals.

2. Long-Term Substitute Teachers

Also included in the bargaining unit are long term substitute teachers. The term "long-term substitute" shall mean any substitute teacher who replaces an employee for twenty (20) or more full consecutive days.

Long-term substitutes shall be covered by the salary portion only of this agreement.

3. Supplemental Positions

Included in the bargaining unit are all supplemental positions for which a teaching certificate is required, as listed in the supplemental salary stipend schedule (Appendix B). Excluded are all supplemental positions for which a teaching certificate is not required.

Section C. Status of Agreement

1. Openers

This Agreement shall become effective when ratified by the parties and executed by the authorized representatives thereof and may be modified only with the mutual consent of the parties.

2. The Agreement Controls

Rules, regulations, policies and resolutions of the District which are not in conflict with this agreement shall not be affected by this agreement. This agreement shall be controlling in the event there are inconsistencies or conflicts with the rules, regulations, policies and resolutions of the District to the extent necessary to give effect to the agreement.

3. Conformity to Law

This Agreement shall be governed and construed according to the laws of the State of Washington. If any provision of this Agreement is found to be contrary to those laws, the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is so held to be contrary to the law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

4. Individual Contracts

In the event there is any conflict between this agreement and individual contracts and/or supplemental contracts, this agreement shall control. Individual contracts shall contain a statement indicating that the individual contract shall be subject to the terms and conditions of this agreement or its successor.

Section D. Joint Meetings

A Board member or designee and Association President and/or representatives shall meet at mutually agreeable times and places to discuss matters of mutual concern. In addition the Board or designee and Association president and/or representatives agree to meet quarterly on a schedule to be agreed upon by the Superintendent and President.

Section E. Availability of Agreement

Upon ratification of tentative agreements, an update of the contract shall be posted on the Cascade School District website. At the beginning of each year the District shall provide a current written copy of the contract for each faculty room and have one available for review for prospective employees at the District Office.

ARTICLE II. BUSINESS

Section A. Dues Deduction

1. Authorization and Revocation

a. Member Dues

The District shall deduct monthly from the wages of each employee who is a member of the Association, a sum certified by the Association as dues, provided that the District has received a written authorization from each such employee authorizing such a deduction. The District shall forward the sum so deducted to the Association once each month in accordance with the District disbursement procedures. An employee may revoke their membership in the association at any time at which time they become a "Fee Payer" as per paragraph b. below.

b. Fair Share Representation Fee

The District shall deduct monthly from the wages of each employee who was not an employee in the 1989 - 90 school year, a sum certified by the Association as a "fair share representation fee", provided that said fee shall be disbursed to the proper organizations in accordance with State statute. The District shall forward the sum so deducted to the Association once each month in accordance with the District disbursement procedures. Employee authorization for disbursement shall be irrevocable for a time period of one year.

In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such objections shall be resolved according to the provisions of RCW 41.59.100, or PERC.

2. Dues Amounts

The Association shall provide the District with updated membership lists and dues schedules to reflect any changes arising during the term of this agreement.

3. Indemnification

The Association shall Indemnify, defend and hold the District harmless against any suit instituted or against any claims made against the District on account of any payroll deductions for the Association. In the event of such suit, the Association may select representation of their choosing to defend such action.

Section B. Other Deductions

Upon receipt of authorization from an employee, the District shall deduct from said employee's salary and make appropriate remittance to insurance plans, tax-sheltered annuities, or any other plans or programs jointly approved by the Association and the Board.

Section C. Association Rights

1. Use of Buildings

The Association may use the District buildings for the purpose of having meetings and transacting Association business in accordance with established District policy provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra costs resulting from such Association use of a District building.

All such meetings shall be held outside the regular teacher work days, except with administration approval. Association meetings shall not conflict with other prescheduled meetings for the facilities requested and shall be scheduled through the building administrator.

2. Notices

The Association may post notices of Association activities and business on bulletin boards in faculty lounges. Such notices shall be signed by an Association representative or official, or identified as official Association material.

3. Mail System

The Association shall have the right to reasonable use of District email and teacher mail boxes for communication with its members. An Association representative shall have the responsibility for sorting and placing the mail in boxes.

4. Association Business

The Association and its representatives shall be permitted reasonable access to the District buildings and its members for the purpose of conducting Association business provided they report to the office of the building administrator and provided further that such access shall not be exercised in a manner which will interfere with, interrupt, or be in conflict with the District educational programs.

5. New Employees

The District shall notify the Association of the name, address and assignment of any new hire into the bargaining unit. The Association shall be given the opportunity to speak to all teachers as an official part of the program during the District sponsored teacher orientation.

6. School District Budget and Financial Reporting

The District shall make available to the Association a copy of the District budget document at the time it is available to the public. The District shall also make available to the Association a copy of the adopted budget.

7. Salary and Placement Information

The District upon request shall provide the Association with updated lists of all employees, including their assignment, their placement on the salary schedule and their placement on report forms going to the state for purposes of determining salary compliance. This section shall not require the District to create new documents.

8. Disciplined or Probationary Teachers

In the event any employee is disciplined or placed on probation, the Superintendent shall provide the Association with timely notice of the discipline or a copy of the probation notice, if so directed by the employee.

9. Board Agenda and Minutes

The District shall post a copy of Board meeting agendas and Board meeting minutes on the District website. Minutes shall be posted prior to the next Board meeting.

10. Other Information

The District shall make available to the Association information concerning the District which is public. The District shall be under no obligation to prepare special reports or studies and shall have a reasonable time within which to comply with a request for financial information. Any extra costs of preparation or copying shall be borne by the Association at the rate customarily charged the general public.

Section D. Management Rights

The management of the business of the District and the direction and assignment of all employees are the right and responsibility of the Board, except as otherwise provided in this Agreement. In the exercise of its rights of management the District through its Board of Directors, shall have the right to amend existing policies, rules and regulations and to adopt new policies, rules, and regulations necessary for the proper conduct of the business of the District, provided that the same are not in conflict with the express provisions of this Agreement related to wages, hours, terms and conditions of employment and employee benefits.

The District email system is the exclusive right of the Cascade School District #228 and as such is a matter of public record. The District reserves the right to examine individual emails at their discretion

ARTICLE III. EMPLOYEE RIGHTS

Section A. Membership

Employees shall have the right to join the Association and/or participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee by reason of his/her participation or lack thereof as a member of the Association.

Section B. Nondiscrimination

Cascade School District #228 complies with all federal and state rules and regulations and does not discriminate on the basis of race, religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability in its programs and activities, provided that where a sensory, mental, or physical handicap substantially interferes with or prevents performance of the duties of an employee, such may be considered by the Board as constituting probable cause for discharge or nonrenewal of such employee's contract. The District also provides equal access to the Boy Scouts and other designated youth groups.

Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer Elia Ala'ilima Daley at 509.548.5277 or Section 504 /ADA Coordinator Brett Johnson at 509-548-4042.

Section C. Due Process

1. Just Cause

No employee shall be disciplined without just cause.

2. Hearings

Employees shall have the right to a fair hearing.

3. Association Representation

Employees shall be entitled to the presence of an AR at any hearing, meeting or conference involving the employee regarding disciplinary action(s) or the investigation thereof at which the employee is present. When a request for such AR is made, no action shall be taken with respect to the employee until reasonable opportunity has been given for an AR to be present (three (3) working days or less).

4. Written Grounds

The specific grounds forming the basis for disciplinary action(s) shall be made available in writing to the employee and the Association, if present, at the time discipline action is taken.

5. Privacy and Confidentiality

Disciplinary action(s), reprimands, or criticisms shall be made in private and in confidence and not in the presence of students, parents, other employees or at public gatherings.

6. Complaints Against Employees

No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee in a timely fashion. There will be no anonymous complaints.

Section D. Drug-Free Workplace Act of 1988

1. The Drug-Free Workplace Act of 1988 prohibits the unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace.
2. The District, in cooperation with the Association will establish a drug-free awareness

program that informs employees about the dangers of workplace drug abuse, the District's intent to maintain a drug-free workplace; the availability of drug counseling, rehabilitation, and employee assistance programs.

3. Employees who violate subsection 1 will be subject to the just cause provisions provided in the Collective Bargaining Agreement.

Section E. Drug/Alcohol Addiction

1. The Association and District jointly recognize drug/alcohol addiction as an illness which is treatable. It is also recognized that it is for the best interests of the employee the Association and the District that these illnesses be treated and controlled under the existing collective bargaining contractual relationship.
2. Our concern is limited to drug/alcohol addiction which causes poor attendance and unsatisfactory performance on the job. Our objective is to help, not harm the employee.
3. Any employee who receives assistance will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance which may be provided and all the protection of the collective bargaining agreement.
4. It shall also be the responsibility of the District to assure any employee that a request for diagnosis or treatment will not jeopardize his/her job rights or job security.
5. The District will respect the employee's right to privacy, dignity and security, and strict confidentiality will be observed at all times.

Section F. Personnel Files

1. File Review

Employees shall have the right to review the contents of their personnel file. Arrangements to review the file shall be made through the office of the Superintendent.

2. Copy Required

- a. A copy of any material that is to be placed in an employee's personnel file after the date of hire shall be given to the employee before insertion into the personnel file.
- b. At the request of an employee, the personnel file located in the district office shall be purged of disciplinary letters after four (4) years if no similar issues have occurred.

3. Location

The District shall maintain the employee's personnel file at the District Office.

4. Principal File

Documents in a Principal's working file may not be used for disciplinary actions past the current working year. The Principals working file must be purged when the principal resigns or retires.

Section G. Employment, Assignment, and Transfer

1. Authority

Employment is the right and responsibility of the Board, except as limited by this Agreement. The assignment and transfer of employees is the right and responsibility of the Superintendent, except as limited by this Agreement.

2. Assignment and Transfer

The Superintendent will make every effort to assign employees into areas of their competence as determined by their educational background and professional experience. In the event it becomes necessary to assign an employee outside his/her area of educational background and professional experience, the District shall do so in consultation with the employee involved.

The District shall notify employees of any transfer or changes in their assignment for the coming year prior to May 30. In the event changes in transfer or assignment are made subsequent to said date employees will be given written notice as soon as is practicable after the transfer or assignment has been determined.

Transfer or assignment within the District shall be made on the basis of qualifications which best meet the needs of the District's educational program. The District will give consideration to voluntary transfer applications whenever possible.

3. Vacancies and Posting

All vacancies shall be posted in each building, on the District website, in the District Office and sent via email to all employees. Posting shall be for no less than five days. The District reserves the right to post positions within district and advertise outside the district concurrently.

Notice shall clearly set forth the qualifications for the position and the procedure for applying. All vacancies and new positions shall be filled on the basis of qualifications and credentials for the position which best meet the needs of the District educational program. If all qualifications are equal then seniority within the Cascade School District shall be the deciding factor. Present employees who apply and meet minimum

qualifications on the job posting will be given an internal interview. The internal interview committee shall consist of the building principal and at least one job alike teaching staff member. Any present employees who are not chosen will be notified prior to screening outside applicants. Current employees who are not hired will be notified in writing within ten (10) school days as to the reason for not being chosen for the position.

4. Involuntary Transfer

- a) Employees assigned and required to accept assignments outside of their major/minor fields, unless such employee is currently filling such position, or the employee concurs with such assignment, shall not have their contract status adversely affected due to lack of subject matter competency for the first two years of the specific assignment, except if the assignment was accomplished in accordance with the Certificated Staff Reduction procedure as outlined in Article IV. A of this Agreement.
- b) Employees assigned outside of their major/minor fields or their endorsements shall have training and support provided that enables them to effectively perform their new assignment. This support could be supplied in the form of mentorship, classes, supplies or any other means of training or support that is mutually agreeable between the District and association.

5. Room Change

Employees who are requested or required to change classrooms or teaching assignment shall receive up to three (3) days at curriculum rate for preparation, organization, cleaning and room set up. If the move takes place after school starts, the employee shall receive two (2) days of substitute time in addition to the three (3) days at curriculum rate for preparation, organization, cleaning and room set up.

Section H. Employee Protection

1. District Insurance

The District shall provide such insurance for the protection of employees as is required by State Law. Upon request, employees will be provided information relating to this insurance. The District shall notify the Association should changes occur in employee protection coverage.

2. Weapons

The District shall have a policy that prohibits the presence of weapons on school grounds. They shall also establish a procedure for implementation and enforcement of said policy.

3. Threats

Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her supervisor or other District administrator. Steps shall be taken in cooperation with the employee to provide for the employee's safety, including contacting law enforcement authorities, if appropriate. Action taken must be communicated to at least the affected employee(s) and the Association President within 48 hours of the incident by the Superintendent.

4. Self Protection

Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/her self from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

5. Property Replacement

The District shall make provisions to reimburse employees for replacement of clothing or other personal property damaged or destroyed during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her employment.

6. Students Exhibiting Volatile Behaviors

When a student with a documented behavior issue enrolls in a school, or advances to a different class or grade level within the school, the employee(s) whose class the student will be assigned shall be notified in at least twenty-four (24) hours prior to the student's arrival in class. At the time of notification, the Principal or designee will inform the employee of all pertinent information related to the student's history and behavior, including any behavior plan specified in an IEP, 504 plan, or any individual basic education behavior plan. They will also be provided any information that may be available regarding potential triggers to the student's behavior and any plan of action that has been established for managing the student's behavior. This includes any protocols already in place for the safety of other students in the class. If protocols regarding the safety of other students require modifications, the administrator and teacher will meet as soon as possible and mutually agree on those changes. If modifications are not agreed upon, the Student Assistance Team at each building will be utilized before consulting District and Association leadership.

7. Locker Searches

Employees shall not be required to participate in locker or desk searches.

8. Short-Term Removal

Employees shall have the right to exclude a disruptive or violent student from their classroom for the balance of any class period.

9. Dangerous or Threatening Situations

Situations that occur in any building that could be considered dangerous or threatening to staff or students shall be followed by a notification to all employees of the District as soon as possible.

Section I. Privacy

1. Personal Lives

The private and personal life of any employee, except where stipulated by law, is not within the appropriate concern or attention of the District.

2. Information

The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization with the exception of verification of employment for loan purposes.

3. Faculty Meetings

The District shall not have meetings involving representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc unless mutually agreed upon by the District and the Association.

Section J. Harassment

The District shall investigate and take appropriate disciplinary action when an employee reports to an appropriate supervisor that he/she has been harassed (including sexual harassment).

ARTICLE IV. STAFF REDUCTION AND RECALL

Section A. Staff Reduction

1. Prior to May 15 of each year, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program and the Superintendent shall identify those employees who will be retained to implement such a modified program, and those employees, if any, whose contracts will not be

renewed for the next school year. In the event the Board determines that financial resources will not be sufficient to maintain the educational program at the same level, the Superintendent shall notify the Association in writing of such determination as soon thereafter as possible.

2. If the District adopts a modified or reduced educational program because of lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified, or eliminated.
 - a) The needs of the students, requirements for graduation, requirements for accreditation, and minimum program requirements under state laws and regulations.
 - b) Where revenues are categorical and depend upon actual expenditure rather than budget amounts, every effort will be made to maintain such programs, where reasonable, to the limit of categorical support (e.g., Career and Technical Education (CTE), federally supported programs).
 - c) Maintenance of pupil-teacher ratios at levels conducive to good learning climate. The severance of employees will be minimized to the extent possible.
 - d) Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic educational program as possible within the resources available.
3. In adopting a reduced educational program, which will require reduction, modification, or elimination of positions involving employees, the employees required to implement the modified or reduced educational program or services shall be selected as hereinafter provided.
 - a) In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort will be made to ascertain the number of certificated positions which will be open as a result of:
 1. Retirement
 2. Normal resignations
 3. Other transfers
 4. Leaves of absence
 5. Leave replacement positions
 - b) Employees retained to implement the modified or reduced educational program shall possess a valid Washington State certificate as may be required by law.
 - c) When more than one person qualifies for a particular position under the above criteria, the employee with the greatest seniority as an employee within the State

of Washington will be retained. In the event there is a tie in Washington State seniority, a secondary tie-breaker shall be seniority in Cascade School District.

- d) No new hires should be made for the following school year prior to:
 - 1. Reduction in force (RIF'S)
 - 2. Voluntary transfers
 - 3. Involuntary transfers
- 4. The District shall prepare and distribute to each building for posting prior to October 31 of each school year, a list ranking each employee from the greatest to the least seniority.

Section B. Staff Recall

- 1. All employees who are not recommended for retention in accordance with these procedures, and who are given notice of non- renewal of contract, shall be placed in an employment "pool" for possible re-employment for a period of one year. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines hereinbefore set forth. Members of the "pool" shall have first priority for substitute positions for which they are qualified.
- 2. When a vacancy occurs for which any person in the employment pool is qualified, notification to such individual will be made by certified mail, email and/or personal contact by the Superintendent or designee. Such person will have ten (10) calendar days from the email date stamp or personal contact to accept the position prior to August 1st, and five (5) days after August 1st up to the first day of school. After the corresponding timeline has expired, the District has the right to offer the position to another recall employee (should one exist), follow the timelines for other recall employee(s), or follow contract language to post and fill the opening.
- 3. If an employee in the employment pool fails to accept a position for which he/she is eligible, pursuant to the criteria hereinbefore set forth, such individual shall be dropped from the employment pool.
- 4. Employees within the employment pool may pay the premiums for medical and/or dental and/or vision insurance to the District, and in turn, the District will forward the money to the appropriate payment center so that the member of the employment pool and/or their dependents will be included within the appropriate group insurance plan(s) to the extent permitted by the insurance carrier.

ARTICLE V. EVALUATIONS

CLASSROOM TEACHER EVALUATION PROCEDURES:

Section A. Introduction

This section of the Evaluation Article is dedicated to “Classroom Teachers.” The parties have agreed to adopt the instructional framework developed by Marzano. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas of concern, and provide support for professional growth.

Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Marzano framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

Section B. Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every four (4) years. Subsequent years they will be evaluated on a Focused evaluation, unless they have received a Basic or Unsatisfactory rating on their final comprehensive summative evaluation. Then they shall continue using the Comprehensive evaluation for the following year. All teachers during their provisional status must be on the Comprehensive evaluation.

1. Student Growth Goal Setting: The teacher who is on a Comprehensive evaluation will set student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed by the teacher with input from the evaluator and may be interrelated or “nested.” In most cases these goals should be set prior to November 1. Student data that measures growth between two points in time shall be used to calculate a teacher’s student growth score. The measurements used shall be determined by the teacher in consultation with his/her evaluator.

2. Pre-Observation Communication: Any teacher may request a pre-observation conference prior to a scheduled formal observation. A pre-observation conference will be required for provisional employees or those employees who have been notified by their evaluator prior to the observation of identified areas of concern in their performance.

3. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. The remaining thirty (30) minutes of required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator. If a mutually agreed upon time and date cannot be established, the evaluator will establish a date and time with notification to the Association President.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks unless mutually agreed upon by the teacher and evaluator. These observations shall be a minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.

The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient or distinguished.

A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.

Unless mutually agreed upon, the final observation must be completed prior to May 1.

4. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within ten (10) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.

Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

5. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers). Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

6. Final Summative Communication: The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and Average on the student growth impact rating. The final summative evaluation may be delivered by email. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section C. Focused Evaluation

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. Criterion available for a focused evaluation shall be criteria one (1) through eight (8) with evaluator approval and may have been identified in a previous Comprehensive summative evaluation as benefiting from additional attention. A teacher must complete a Comprehensive evaluation at least once every four (4) years. In subsequent years they will be evaluated on a Focused evaluation. The summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score for any of the subsequent years in which the certificated classroom teacher is on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year. A certificated classroom teacher may be transferred to a comprehensive evaluation by the evaluator at any time before December 15th, provided the teacher has had a formal observation and his/her post observation conference prior to November 15th. The evaluator will discuss the reasons for moving the teacher and the teacher must have been given a chance to improve prior to December 15th. The Association President will be notified when a teacher is moved.

1. Student Growth Goal-Setting: When the teacher selects Criterion 3 or 6 they must complete the embedded student growth goal within their chosen criterion only. When the teacher selects

Criterion 1, 2, 4, 5, 7, or 8 they must select the student growth goal in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals shall be developed by the teacher with agreement from his or her evaluator. In most cases these goals should be set prior to November 1. Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in agreement with his/her evaluator.

2. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

3. Observations:

a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. The remaining thirty (30) minutes of required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator. If a mutually agreed upon time and date cannot be established, the evaluator will establish a date and time with notification to the Association President.

b. Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks unless mutually agreed upon by the teacher and evaluator. These observations shall be a minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.

4. Post-Observation Communication: Following each observation or series of observations, the evaluator will:

a. Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within ten (10) working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.

The teacher may request a meeting to review the observation notes, if desired.

If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable criteria and provide specific observable solutions to remedy the concern.

The teacher will have the opportunity to attach written comments to the observation notes.

b. Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

5. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers). Teachers have until May 1st or ten (10) working days after the final observation to provide additional artifacts, if they so choose.

6. Final Summative Evaluation:

a. The evaluator will complete the final evaluation no later than June 1st. The final summative evaluation may be delivered by email. Either party may request a meeting to review the evaluation. The evaluator will review the final summative score that would have been given to the employee. The actual summative score on his/her focused evaluation will be from the most recent comprehensive evaluation. If a teacher was proficient on his/her last comprehensive evaluation and he/she provides evidence of exemplary practice on his/her chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section D. Support for Teachers with Areas of Concern

The Association will be notified when any teacher will potentially be judged Basic or Unsatisfactory as soon as this determination is made.

When a teacher is at risk of being judged Basic or Unsatisfactory, additional support shall be offered. Employees will be offered support based on individual teacher needs. This support may come in the following manner, but is not limited to, mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, literature, etc.

Section E. Additional Support for Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

1. A completed Comprehensive evaluation conducted in accordance with Section B above

2. Periodic feedback from the evaluator on the teacher's progress toward remediating deficiencies

Section F. Probation

1. At any time after October 15th, a continuing employee, whose work is judged not satisfactory based on RCW 28A.405.100 and the Marzano instructional framework evaluation criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. For teachers who have been transitioned to the new evaluation system, "not satisfactory" is defined in Section K of this Article.

2. A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient for experienced teachers and may be able to achieve a satisfactory rating during the extension period.

3. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the probationer shall be by the school district superintendent and need not be submitted to the board of directors for approval.

4. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise and assist the teacher on probation.

5. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

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

7. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule adopted by the board must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.

8. 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 for termination under RCW 28A.405.300 or 28A.405.210.

9. When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of Basic or below for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

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

11. No teacher will be non-renewed for evaluation reasons unless they have gone through probation including a plan of improvement. Provisional employees do not have access to probation.

Section G. State Criteria and Scoring

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
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

Summative Performance Rating for Comprehensive Evaluation

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

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

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

Section H. Student Growth Impact Rating

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

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

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

Section I. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of Distinguished and with a low student growth rating will not receive an overall rating higher than Proficient.

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

Section J. Student Growth Inquiry

Within two months of receiving a low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

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

Section K. Definitions

“Artifacts” shall mean any products generated, developed, or used by a classroom teacher during the course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should arise naturally from these practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered artifacts.

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

“Criterion” shall mean one (1) of the eight (8) state defined categories to be scored.

“Classroom Teacher” shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation. The term “classroom teachers” does not include Educational Staff Associates, e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists, Developmental Language Specialists, Librarians, TOSA, Counselors, and other bargaining unit members who do not meet this definition.

“Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks, trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a teacher at the same time for the purpose of inter-rater reliability and are not part of any evaluation process.

“Evidence” shall mean observed practice, products, results, or conversations that can be used to demonstrate knowledge and skills with respect to the four-level rating system.

“Instructional Framework” shall mean the adopted instructional framework developed by the Marzano.

“Observation” means the gathering of evidence through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

“Performance Levels” shall mean: Four performance levels are provided for each indicator. Moving from Unsatisfactory to Distinguished, the performance levels increase in specificity of practice, cognitive demand, roles of students, and/or frequency of use. The performance levels are:

1. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention. An unsatisfactory rating for experienced teachers with five (5) or more years of experience as defined in RCW 28A.405.210 shall be any rating less than proficient.

2. Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers with five (5) or more years of experience.

3. Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice.

Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

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

“Provisional Teacher” means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Cascade School District.

“Student Growth” shall mean the change in student growth between two points in time.

“Student Growth Data:” 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.

Non-Classroom Certificated Employees Evaluation Procedures

Section A. Authority

All employee evaluations shall be conducted in accordance with RCW 28A.67.065, RCW 28A.67.225, WAC 392-191, WAC 392-192 and this agreement.

Section B. Definitions

1. "Beginning Employee" shall mean an employee with less than four years teaching experience.
2. "Re-Entry Employee" shall mean an employee new to the District with three or more years of teaching experience.

3. "Experienced Employee" shall mean an employee with four or more years of teaching experience.
4. "Proficiency Evaluation" shall mean the comprehensive long form evaluation.
5. "Short Form Evaluation" shall mean the evaluation process which satisfies state requirements pursuant to RCW 28A.67.065.
6. "Professional Growth Plan" shall mean an employee designed plan used to improve that employee's professional performance pursuant to WAC 392-192.
7. "Scheduled Observation" shall mean a visit, to the employee's work site, that has been prearranged between the employee and the observer.
8. "Unscheduled Observation" shall mean a visit, to the employee's work site by the observer, without prior consultation with the employee.
9. "Support Employee" shall mean that sub-group of employees who are not classroom teachers including but not necessarily limited to librarians, counselors, nurses, psychologists, and therapists.

Section C. Purpose

The purpose of evaluation is to enhance the quality of learning and instruction throughout the district by promoting the development of all employees. This evaluation procedure is implemented in three ways:

1. Encouraging employees to plan and realize professional growth and development consistent with the building and district mission, philosophy and goals.
2. Encouraging employees to contribute to and participate in overall school improvement through opportunities provided for collective staff development.
3. Holding employees accountable for demonstrating professional competence in the fulfillment of their assignment.

Section D. General

1. Evaluation Options

a) The Proficiency Evaluation shall be used by

- 1) Beginning employees for four consecutive years.
- 2) Re-entry employees for two years.

- 3) Experienced employees one year out of every four.

b) The Short Form Evaluation shall be used by

- 1) Employees on the professional growth plan.
- 2) Experienced employees who may elect this process alone, two years out of every four.
- 3) Second and third year professional growth employees who fail to meet established deadlines.

c) The Professional Growth Plan shall be used by

- 1) Experienced employees at least one year out of every four, with the second and third year as an option, provided that the employee meets established deadlines.

2. Responsibility for Evaluation

Within each school building, the building administrator shall be responsible for the evaluation of employees assigned to that school building. The Superintendent will appoint the evaluator for employees who have more than one supervisor, alternating between the building administrators unless the employee receives an unsatisfactory evaluation. In those cases the Superintendent will determine who the evaluator shall be.

3. Qualifications of Evaluators

All evaluators must have been adequately trained in this evaluation system and process. Evaluators who are not the building principal of the employee must have demonstrable evaluation expertise in the area being evaluated.

Section E. Evaluation Process and Procedures

1. Initiation

Within the first fifteen (15) working days of the school year, or, in the case of new employees hired after the start of the school year, within ten (10) days of hire, each evaluator shall meet with each employee to review and discuss the evaluation process, options, criteria and forms. Where appropriate, evaluators may use group meetings for this purpose. At such meetings each employee shall be given a completed copy of the

Evaluation Option Form, a copy of which is attached to and made a part of this Agreement as Appendix E. Within five (5) days following the meeting each employee shall complete the Evaluation Option Form and return it to his/her evaluator.

2. Employee Guidelines

a) Beginning Employees

1) Frequency of Evaluation

Beginning employees shall be evaluated no less than twice during each of the first four years. The first such evaluation must be completed within the first ninety (90) days of employment the first year. The second shall be completed no later than May 15.

2) Observations

Beginning employees shall be observed for the purpose of evaluation no less than twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

b) Re-Entry Employees

1) Frequency of Evaluation

Re-entry employees shall be evaluated no less than twice during each of their first two years of employment. The first such evaluation must be completed within the first ninety (90) days of employment the first year. The second shall be completed no later than May 15.

2) Observations

Re-entry employees shall be observed for the purpose of evaluation no less than twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

c) Experienced Employees

1) Proficiency Evaluation

a) Frequency of Evaluation

Employees shall be evaluated at least once each year. Said evaluation shall be completed no later than May 15.

b) Observations

Employees shall be observed for purpose of evaluation no less than twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

2) Short Form Evaluation

a) Frequency of Evaluation

Employees shall be evaluated once per year. Said evaluation shall be completed no later than May 15.

b) Observations

Employees shall be observed for the purpose of evaluation at least once for a period of no less than thirty (30) minutes.

c) Negative Evaluation Bar

The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory. Any employee deemed to be unsatisfactory shall be immediately transferred to the Proficiency Evaluation.

3. Proficiency Evaluation Process

a) Scheduled Observation Form and Conference

Employees, on the Proficiency evaluation option, shall use the Scheduled Observation Form, which is attached to and made a part of this Agreement as Appendix G, for scheduled observations. The form shall be filled out by the employee and given to his/her observer.

The purpose of the form shall be to advise the observer of the objectives, methods, materials, and any special considerations that the employee believes may be a factor in the class, physical setting, or lesson to be observed. The observer shall distribute such forms to employees between one and two weeks prior to the pending observation. The employee and the observer shall meet prior to the observation in order to discuss the scheduled observation.

b) General Requirements

- 1) All observations for the purpose of evaluation must be conducted during the performance of the employee's assigned duties, with the employee's knowledge of the evaluator's presence. The use of video or audio recording is prohibited.
- 2) Observations may be scheduled or unscheduled with the initial observation being a scheduled observation.

- 3) Within three (3) days of each scheduled observation, the employee shall receive a copy of the observation notes, attached to and made a part of this Agreement as Appendix F, which shall be signed and dated by the observer and by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation, not that he/she necessarily agrees with its content.
- 4) A post-observation conference will be held at the request of the employee or of the observer.
- 5) The employee shall receive a written evaluation report, which shall be signed and dated by the observer and by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the evaluation, not that he/she necessarily agrees with its content. A copy of each evaluation shall be given to the employee at the time of the evaluation conference, with the final conference being held prior to May 15. Employees may submit written comments concerning the report which shall be attached to the report in the employee's file.
- 6) Any item on the Evaluation Form that is marked unsatisfactory must have been preceded with a written statement and a scheduled conference with the employee in order to provide notice of the problem, specific suggestions for improvement and reasonable time and opportunity for improvement.
- 7) Use of the evaluation process to harass or intimidate an employee is strictly prohibited. Neither may the evaluation process be used for disciplining an employee.
- 8) Nationally standardized test results of academic progress of students shall not be used in any way as evaluative criteria for any employee.

4. Short Form Evaluation Process

a) Scheduled Observation Form and Conference

Employees, on the Short Form evaluation option, "may" use the Scheduled Observation Form, which is attached to and made a part of this Agreement as Appendix G for scheduled observations.

b) General Requirements

- 1) All observations for the purpose of evaluation must be conducted during the performance of the employee's assigned duties, with the employee's knowledge of the evaluator's presence. The use of video or audio recording is prohibited unless the written permission of the employee is secured in advance.

- 2) Initial observations may be scheduled or unscheduled at the discretion of the employee. Any subsequent observations may be scheduled or unscheduled.
- 3) Within three (3) days of each scheduled observation, the employee shall receive a copy of the written observation notes, which must be signed and dated by the observer and by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation, not that he/she necessarily agrees with its content.
- 4) A post-observation conference will be held at the request of the employee or of the observer.
- 5) The employee shall receive a written evaluation report, which shall be signed and dated by the observer and by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the evaluation, not that he/she necessarily agrees with its content. A copy of each evaluation shall be given to the employee at the time of the evaluation conference, with the final conference being held prior to May 15. Employees may submit written comments concerning the report which shall be attached to the report in the employee's file.

5. Professional Growth Process

a) Purpose

To encourage professional growth by providing opportunities for individual employees to achieve personal and professional goals by exploration, research and/or trying out ideas in a supportive environment. The ultimate goal is to improve the quality of instruction.

b) General Requirements

- 1) The professional growth plan is required for all experienced employees one (1) year out of every four (4), with a second and third year as an option. The District shall keep a record of the employee rotation and notify employees who are eligible at the start of the school year. The Association President shall receive a list of all eligible employees.
- 2) All employees participating in a professional growth plan shall be evaluated by the short form process.

c) Professional Growth Plan Development

1) Start Date and Information Sources

Before October 1, the employee shall be responsible for determining his/her professional growth plan by using one or more of the following sources of information:

- a. Peer review and evaluation
- b. Input by parents
- c. Input by students
- d. Personal and/or professional goals
- e. School district goals
- f. Building goals
- g. Self assessment
- h. School district recommendations
- i. Other such sources

2) Plan Guidelines

The employee shall design a growth plan that includes the following:

- a. Goals
- b. Strategies
- c. Resources
- d. Time Lines
- e. Success Criteria

3) Focus Areas

Areas of focus may include, but are not limited to

- a. Building trust relationships.
- b. Developing an atmosphere conducive to achieving instructional goals.
- c. Analyzing and evaluating instructional strengths, teaching styles, and leadership skills.
- d. Increasing collegial interaction.
- e. Investigating learning styles or methods.
- f. Exploring new methods of instruction.
- g. Increasing a repertoire of instructional skills.
- h. Developing subject matter, grade level or district curricula.

- i. Increasing skills in managing diverse student populations.

4) Plan Accomplishment

Such plans may be accomplished by

- a. Multi-year projects
- b. Additional schooling
- c. Independent research
- d. Independent or group reading
- e. Peer observations/coaching
- f. Peer taping
- g. Specialists assistance
- h. Workshops or in-service
- i. Departmental, grade level, team, group, or individual activities
- j. Integrated curricular programs

5) Supervisor Review

No later than October 1, the employee shall arrange a conference with his/her building principal/supervisor responsible for the employee's evaluation, to discuss the professional growth plan. The principal/supervisor shall review the plan as prepared by the employee, make such recommendations as he/she feels may be of assistance to the employee, which may or may not be included by the employee, and discuss specific resources to be allocated to the employee.

6) Implementation

Following the establishment of the plan as defined above, the employee will take primary responsibility for monitoring his/her own professional growth with respect to the plan, with the help of other persons that he/she may have identified as part of the plan.

- a. The employee(s) and/or resource person(s) identified in the plan shall measure progress toward implementation of the plan.
- b. The only record or data retained as a result of the development and/or implementation of the plan, with the exception of the plan design, will be that required for the use of the employee(s).
- c. The principal/supervisor may serve as a resource to the employee(s) to the extent identified in the plan and will facilitate making resources (including time) available, to the extent reasonably possible.

- d. The intent is that employee(s) make a good faith effort toward achieving the established plan goals. However, there shall be no consequences if the employee(s) does not achieve the stated goals.
- e. The employee(s) shall provide information to the principal/supervisor in addition to the initial meeting at least once prior to March 1 of each year of the growth plan about progress made toward achieving the established plan. This shall be for the purpose of providing information, and shall not be evaluative in nature.
- f. By 1 June the employee(s) shall evaluate the previously established growth plan and provide information to the building principal/supervisor as to the progress made toward attainment of the plan goals.

7) Results

The employee(s) may choose to share the processes and/or results of the professional growth plan with others in addition to their supervisor. The employee retains ownership rights to the PGP.

8) Crisis Intervention

If a supervisor has reason to believe that an employee who is in the growth plan is experiencing difficulties in the performance of his/her professional responsibilities, the supervisor shall inform the employee in writing of the nature of the concern and establish a meeting to discuss the matter. Such notice shall only be precipitated by events or allegations which are serious in nature.

At the meeting, the supervisor shall disclose the reason(s) or situation(s) giving rise to the concern. The employee shall be provided the opportunity to respond to the concern(s) and to any allegation(s) made against him/her. The employee shall have the right to representation from the Association at the meeting.

Following the meeting described above, the principal/supervisor shall inform the employee in writing either that the concern has been resolved to the supervisor's satisfaction, or that the concern has not been resolved and that the employee will be moved to the proficiency evaluation and shall not be responsible for continuing his/her growth plan.

6. Employee Assistance Process

Assistance will be offered to an employee who demonstrates unsatisfactory performance in one or more of the evaluative criteria. In such cases, the principal/supervisor will discuss the matter with the employee. If the employee agrees to accept the assistance, a plan will be developed to assist the employee. The employee, his/her designated representative, may participate in the development of the assistance plan. The

assistance plan may include: a time line for improvement, the areas identified as needing improvement, and the resources which will be provided to assist the employee in meeting the evaluative criteria. Resources provided as part of an assistance plan may include, but are not necessarily limited to, working with another employee, receiving peer coaching, taking course work, and/or being provided various materials.

If an employee does not agree that he/she is experiencing difficulties demonstrating satisfactory performance as suggested by the principal/supervisor, either party may request that another evaluator be selected to observe and evaluate the employee's performance a minimum of two (2) times. At the end of the observation/evaluation process, the employee, principal/supervisor and the second evaluator will meet to discuss the second evaluator's observations and evaluation.

Upon request, an employee may be accompanied by an Association representative at any stage of the process.

The presence or absence of an assistance plan shall not interfere with or prevent the District from placing an employee on probation.

Prior to being placed on probation, a conference shall be held between the evaluator, the affected employee, his/her designated representative, and the Superintendent and/or his/her designated representative.

7. Extension of the Proficiency Process

The Proficiency Process may be extended if an employee

- a) was placed on probation, but not non-renewed.
- b) is involved in the employee assistance process.
- c) was returned to the Proficiency Process.

No later than February 1 of the next school year, the employee will be returned to the normal cycle or placed on probation.

Section F. Criteria

Classroom Personnel

The evaluative criteria identified below will be used as a minimum basis for evaluating the performance of classroom personnel. Under each criterion are listed a number of indicators which may serve as a basis for determining the extent to which the employee is actually meeting the criterion.

1. INSTRUCTIONAL SKILL

The classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

The classroom teacher --

- a) Aligns curriculum, instruction and assessment with District Essential Learnings and Competencies.
- b) Uses learning objectives which provide a focus for teaching that is consistent with the needs, skills and abilities of individual students and the District's Course Competencies.
- c) Plans and develops instructional activities that are consistent with identified learning objectives.
- d) Plans and develops instructional activities which accommodate individual differences.
- e) Implements established instructional plans making adjustments as needed.
- f) Assesses student progress using a variety of evaluation strategies.
- g) Provides timely feedback to students/parents concerning the student's progress.
- h) Analyzes assessment information to plan future instructional experiences.

2. CLASSROOM MANAGEMENT

The classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

The classroom teacher --

- a) Establishes and communicates to parents and students clear expectations for classroom operational processes and procedures (i.e. grading/reporting procedures, attendance policies, homework expectations, student behavior, etc.)
- b) Provides for student participation by organizing individual, small group or large group activities as appropriate to the specific learning experience.
- c) Implements strategies that maintain a high level of the students' time directed toward learning.

- d) Organizes a flow of activities that maintains learning continuity.
- e) Organizes and utilizes the physical environment so it contributes to learning.
- f) Uses teaching strategies that personalize the learning process and encourage success for all students.

3. PROFESSIONAL PREPARATION AND SCHOLARSHIP

The classroom teacher exhibits, in his/her performance, evidence of having theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

The classroom teacher --

- a) Is familiar with current learning theories and basic principles of human growth and development and considers them in the design and implementation of learning experiences.
- b) Selects and uses a variety of instructional methods consistent with the skills and abilities of the students, the content and processes of the learning experiences and the desired learning outcomes.
- c) Understands the principles of effective assessment and how to apply that knowledge in measuring student learning.
- d) Selects and participates in professional activities apart from instructional responsibilities which contribute to the learning environment.
- e) Participates in professional growth activities.

4. EFFORTS TOWARD IMPROVEMENT WHEN NEEDED

The classroom teacher demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

The classroom teacher, consistent with the need for continued professional growth --

- a) Uses self-assessment to identify performance strengths, limitations and needs.
- b) Uses information from students, parents, peers, supervisors and/or district documents to improve performance.
- c) Works with the administrator to develop a strategy or plan for improvement for any areas of identified concern.
- d) Plans for performance improvement utilizing available human and

fiscal resources.

- e) Implements plans for performance improvement.

5. THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The classroom teacher demonstrates the ability to manage the non- instructional human dynamics in the educational setting.

The Classroom teacher --

- a) Establishes and communicates to students and parents specific expectations related to individual student behavior.
- b) Responds to student behavior on a case by case basis in a manner intended to result in a positive behavior change.
- c) Assists students in developing personal responsibility for their own behavior as related to established expectations.
- d) Recognizes conditions and/or situations which may lead to disciplinary problems and responds in order to prevent a potential problem.
- e) Develops strategies for promoting positive interpersonal relationships in the classroom.
- f) Recognizes and utilizes available resources to understand and respond to student behaviors.

6. INTEREST IN TEACHING PUPILS

The classroom teacher demonstrates an understanding of and commitments to each pupil, taking into account each individual's unique background and characteristics. The classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

The classroom teacher --

- a) Respects individual differences and demonstrates equitable treatment of students without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.
- b) Encourages equitable student participation by accommodating individual differences.
- c) Utilizes cultural diversity within the classroom as a learning resource.

- d) Utilizes curriculum material and resources which foster awareness of the influences of cultural and societal groups.
- e) Designs classroom activities which promote self-esteem, academic and individual success of each student.
- f) Recognizes and acts to eliminate dehumanizing language and stereotyping biases.
- g) Promotes students' awareness of their own efforts and accomplishments.
- h) Demonstrates enjoyment in working with students through verbal and nonverbal communications, including physical proximity and demeanor.

7. KNOWLEDGE OF SUBJECT MATTER

The classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

The classroom teacher --

- a) Has a working knowledge of the state Benchmarks and District Essential Learnings within the subjects taught.
- b) Implements program(s) in a manner that demonstrates a depth and breadth of knowledge consistent with the applicable subject matter areas(s) and grade level.
- c) Keeps current with new developments, ideas, and events in the subject matter(s)/area(s).
- d) Reflects interest in subject(s) taught by engaging in professional activities related to the subject area(s).
- e) Integrates subject matter area(s) with other disciplines.
- f) Assists students in understanding the relationships and relevance of subjects taught to the students' educational or life experiences.
- g) Observes laws and District policies, procedures and regulations which have application to and implications for the professional's responsibilities.

Support Personnel

The evaluative criteria identified below will be used as a minimum basis for evaluating

the performance of support personnel. Under each criterion are listed a number of indicators which may serve as a basis for determining the extent to which the employee is actually meeting the criterion.

1. KNOWLEDGE OF SCHOLARSHIP IN SPECIAL FIELD

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and demonstrates the ability to integrate the area of specialty into the total school program.

The support person --

- a) Observes Washington State and Federal laws, rules and regulations applicable to the area of specialization.
- b) Implements District policies and procedures consistent with State and Federal regulations.
- c) Demonstrates an understanding of learning theory and basic principles of human growth and development.
- d) Provides rationale for the procedures and processes used in the area of specialty.
- e) Relates and applies knowledge, research findings, and theory derived from the individual's area of specialty to the development of a program of services.
- f) Utilizes skills in the area of specialty to support the students' total educational program through individual and group processes.
- g) Selects and participates in professional activities apart from assigned responsibilities which contribute to the educational environment.

2. SPECIALIZED SKILLS

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of instruction, enrichment, remediation, evaluation, intervention, and prevention.

The support person --

- a) Administers assessment instruments and/or instructs others who will administer assessment instruments.
- b) Prepares case study materials and provides to others as required.

- c) Assists students, parents and staff in understanding and using evaluative information consistent with the intended use/limitations of the given data.
- d) Uses comparative and interpretive data to develop a program that provides services for students consistent with information provided by the data.
- e) Assists other staff in using information from the area of specialty to support a student(s) in the classroom program.
- f) Develops goals and objectives which facilitate the implementation of programs and services for students.

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

The support person --

- a) Selects or recommends materials, equipment and/or assessment tools consistent with student needs.
- b) Demonstrates an understanding of the intended use, limitations and restrictions of materials, procedures and/or assessment tools within the area of specialty.
- c) Uses materials, procedures and/or assessment tools within the area of specialty in accordance with intended purposes.
- d) Fosters an environment which provides privacy and protects student and family information consistent with Federal and State regulations and District policies.

4. THE SUPPORT PERSON AS A PROFESSIONAL

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

The support person --

- a) Keeps current with changes in the law, new developments, ideas and events related to the special field(s).
- b) Uses self-assessment to identify performance strengths, limitations, and needs.
- c) Uses information from students, parents, peers, supervisors and/or District documents to improve performance.

- d) Responds to suggestions for performance improvement by providing rationale for acceptance or rejection.
- e) Plans for performance improvement utilizing available human and fiscal resources.
- f) Implements plans for performance improvement.
- g) Selects and participates in professional growth activities.

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, & EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

The support person --

- a) Respects individual differences and demonstrates equitable treatment of students without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.
- b) Identifies those students needing specialized programs and/or services.
- c) Consults with other staff, school personnel, parents and students concerning the development, coordination, and/or extension of services to those needing specialized programs.
- d) Develops and implements preventive and developmental program(s) that serve the needs of the school population and the special needs of students.
- e) Communicates the characteristics and needs of students to parents, staff, students and community members in group and individual settings.

Section G. Probation

1. Purpose

The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency.

2. Meetings

An employee on probation may authorize an employee to accompany him/her at all conferences required. The purpose of such additional employee shall be to serve as a witness, to assist in communications, and to offer support and counsel to the employee.

3. Evaluator's Report

In the event the evaluator determines that, based on the evaluation criteria, the performance of an employee is unsatisfactory; the evaluator shall report the same to the Superintendent on or before January 20. A copy of the report shall be given to the employee.

The report shall include:

- a) The evaluation report on which unsatisfactory performance has been based.
- b) Identification of specific areas of deficiency.
- c) A specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiencies.

4. Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1, and ending on May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent which shall contain the following information:

- a) Specific areas of performance deficiencies.
- b) A suggested specific and reasonable program for improvement.
- c) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiency.

5. Evaluation During Probation

- a) Within five days after the delivery of the probationary letter, the evaluator shall hold a personal conference with the probationary employees to discuss performance deficiencies and the remedial measures to be taken.

- b) During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on the regular evaluation report form.
- c) The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the evaluator in those areas specifically set forth in the notice of probation.

6. Supervisor's Recommendation

If the probationary employee has not been previously removed from probation, the evaluator shall submit a written report to the Superintendent not later than May 1. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. The probationary employee shall be given a copy of the report.

7. Non-Renewal

If the employee has not shown adequate improvement by May 1, the Superintendent may decide not to renew the employee's contract for the next year. The Superintendent must notify the employee of such a decision on or before May 15.

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom

Employees shall enjoy the right to academic freedom and investigation free from interference and restraint. Employees shall be free to present instructional materials and to interpret facts and ideas concerning human society, the physical and biological world and other branches of learning within the planned instructional program and curriculum as determined by the District, the Superintendent of Public Instruction, or the State Board of Education.

When discussing controversial issues, employees shall determine the method of presentation, provided the employee shall make every effort to effect an objective balance of biases, divergent points of view, and afford an opportunity for exploration by students into all sides of the issues. Students shall be encouraged to express their own views, to respect one another's rights and opinions, and to reach their own conclusions.

The principle of academic freedom for employees shall not supersede the basic

responsibilities of the employee to the educational profession, which include:

- (a) a commitment to democratic tradition
- (b) a concern for the welfare, growth and development of children
- (c) an insistence upon objective scholarship

Section B. Work Load and Class Size

1. Limits

a) Class Size

The following class size limits shall apply:

	Maximum
Pre-K	18
K – 2	22
K-2 (Split)	20
3rd -5 th Grade	25
3 rd -5 th (Split)	23
Elementary Specialists	25
6 th -8 th Grade	28
9th -12 Grade	32 (Block) 28 (Other)
6 th – 8 th Physical Education	50
9 th – 12 th Physical Education	45
Counselor	600
School Psychologist	150

Exceptions:

Band and choir classes will be assigned an instructional aide for each class period of the day when class sizes reach 40 in the middle school and 45 in the high school. Other laboratory classes will have a maximum limit that takes into account, student safety, learning/lab stations, and available equipment.

Exceptions to any of these limits may be made where the Association has agreed in writing to make an exception.

b) Work Load

The following work load limits shall apply:

Speech Pathologist	25 Hours Direct Service Time
Occupation Therapists	25 Hours Direct Service Time
Physical Therapists	25 Hours Direct Service Time

Special Education:

1. Any case manager who is responsible for writing IEP's for their students shall be paid one (1) hour curriculum rate for each initial and annual IEP that they have the responsibility for writing. To be eligible for payment, IEP must be compliant with special education law. The hours/days will be paid with the June paycheck and based on the actual number of IEP's written during the school year.
2. Special Education Portfolios: One half (1/2) day curriculum rate shall be paid for every one (1) special education portfolio completed. These hours/days shall be paid in the same manner as IEP hours/days described above.

2. Exceeded Limits

In the event a class size is exceeded, the District's first responsibility is to reduce the class size and if unable to do so the employee shall be paid as follows:

Kindergarten:	\$12.00 per day-per student over the maximum
Grades 1-5:	\$12.00 per day-per student over the maximum
Elementary Specialists	\$2.00 per period/per student/per day over the maximum
Grades 6-8:	\$6.00 per period-per student over the maximum.
Grades 9-12:	\$6:00 per period-per student over the maximum in a 90 minute period
Grades 9-12:	\$3.00 per period-per student over the maximum in a 45 minute period

The grade level(s) teachers and building principal shall make every attempt to balance

class sizes, including transferring students within grade level. The District shall have the first two (2) weeks after the first official student day of the year, to balance classes and then any overage shall be paid retroactive to the first day of the occurrence. It is the principal and employee's responsibility to monitor and report class size overage for payment.

Section C. Preparation Time

1. Secondary Employees

All secondary employees (6 - 12) shall have scheduled no less than one class period per contract day for preparation purposes.

2. Contact time

All employees' direct classroom pupil contact hours shall be sufficient to meet state law and regulations. Classroom contact hours shall be exclusive of the time required to be spent for preparation, conferences, staff meetings, or any other non- classroom instructional duties. Part-time employees shall have a proportionate amount of pupil classroom contact time.

3. Use of Prep Time

All time which is not assigned for classroom contact time, extracurricular activities, or other non-classroom instructional duties shall be used by employees in preparation of classroom materials and/or professional preparation and advancement.

4. Elementary Employees

All full-time regular nonsupervisory certificated elementary employees (P - 5) shall have scheduled no less than two-hundred and forty (240) minutes of non-student contact time each week for preparation purposes. Scheduled prep time can occur in no less than twenty (20) minute time blocks and does not include time outside the normal student day.

5. Teaming Time

Every effort shall be made to provide for mutual teaming time for grades (P-12) to enable the facilitation of teaming activities. Teachers will work with their building administrator to develop a weekly teaming schedule. Weekly agendas will be collaboratively developed by the building administrator and the building teams.

6. Part-Time Employees

Part-time employees, with the exception of elementary employees, shall be granted prep time two-thirds of the proportion as the individual contract bears to the standard individual contract for full-time employees.

Section D. Supplies, Materials, and Equipment

Principals shall seek input from employees in the development of building budgets as such budgets relate to teaching supplies, materials, and equipment. In making requests for additional supplies, equipment, and materials for use in the instructional program employees shall:

1. Make request to their principals in writing as early as possible.
2. The principal shall advise the requesting employee in writing of the disposition of the request.
3. Employees shall have reasonable access to equipment necessary for the preparation of teaching materials.

Section E. Supply Reimbursement

Each employee shall receive a \$200 per year reimbursement for incidental classroom supplies and materials purchased in support of their assignment. Reimbursement shall occur on the next available pay period following submission of appropriate verification of purchase(s).

Section F. In-service

The District agrees to provide release days for employees to attend conferences, workshops or to observe teaching techniques. Requests for release time shall be made in advance in writing to the building administrator. The District's decision on the request shall be final.

Section G. Education Reimbursement

Employees, with ten (10) or more years of experience in the District, will be reimbursed up to a maximum of one hundred fifty dollars (\$150) per year for credits earned from an accredited university recognized on the State leap document. If not used for credits, the education reimbursement may be used for clock hours, other professional development, a substitute to attend a class or workshop or additional classroom materials. Reimbursement shall occur after receipt of proof of payment and evidence of successful completion.

Employees, working toward National Board Certification or renewal, professional certification, additional certification and/or endorsement (endorsement requires Principal approval), or an advanced educational degree, will receive up to three (3) release days total over two years for the process. These days must be mutually agreed upon with building administration. No more than a total of thirty (30) days will be granted in any one year.

Section H. Student Discipline

1. Distribution of Policies

No later than September 15, of each school year, the District shall distribute and discuss with employees building guidelines and procedures on student discipline.

2. District Support

The District shall support and uphold employees in their fair and consistent implementation and enforcement of the District's student discipline policy.

3. Referrals

Whenever employees make initial concerns referrals for discipline, special education, testing or other reason, a copy of such referral shall be given to the principal. Principals shall assure that all such referrals shall be given a written response in a timely fashion. Referrals shall be made using Appendix M or a building developed form.

4. District Policies and Procedures

a. Policies: The Board shall develop and maintain student discipline policies that establish general disciplinary rules and procedures. Such rules and procedures shall be sufficiently flexible to permit employees to interpret and apply in the manner best suited to their buildings and students.

b. Distribution of Disciplinary Plan: No later than September 15 of each school year, the principal shall distribute to and review with employees, policies on student discipline. This review shall provide opportunity for discussion of federal and state laws concerning student discipline and employees' rights and responsibilities related hereto.

c. Employee/Principal Responsibility:

i. Employee: Every employee shall have the right and responsibility to maintain student behavior consistent with a good educational atmosphere and in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

ii. Principal: The Principal shall support and uphold employees in their efforts to maintain discipline in accordance with rules and regulations adopted by the State Board of Education, District policy, and the building's disciplinary plan.

d. Dangerous Students: The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall present specific information about known symptoms and/or behavior pattern(s) of

such student(s) to employees in advance of assigning such students to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.

Section I. Non-Teaching Duties

Classroom teachers shall not be required to perform the following duties: Supervision of bus loading or unloading, playgrounds, or cafeterias, not to exclude walking students to and from such activities.

Section J. Hiring Substitutes

Whenever an employee or an aide is absent the District shall make an honest effort to replace that employee, during the term of his/her absence, with a suitable substitute. The salary of certificated substitutes shall be as per negotiated agreement and as stated in Appendix A.

Section K. Grading

Employees have the right and responsibility to determine grades and other evaluations of students. In the event that a grade is changed by the District, written notification of such change will be provided to the employee, with an explanation of why the grade was changed, and shall be noted on the student's permanent record.

ARTICLE VII. LEAVES

Section A. Sick Leave

1. Accumulation

At the beginning of each school year, each full time employee shall be credited with twelve (12) days sick leave. Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance shall be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment. Any excess leave used, but not earned, will be deducted from the employee's final check.

2. Use

Deductions from this allocation of leave days shall be made for each absence occasioned by legitimate claims of the following kinds: personal illness or injury, illness or injury in the immediate family, disability, maternity, paternity, and other leave afforded by the Family Medical Leave Act (FMLA). "Immediate family" is defined as, mother, father, spouse, partner in a marriage-like relationship, registered domestic partner, grandparents, step-parents, brother, sister, grandchildren, and children either natural born, adopted, foster, step-children, or otherwise under legal custodial care, mother-in-law, and father-in-law. An employee who is absent because of illness for five (5) or more consecutive school days, may be required by their supervisor to have their illness certified by their physician.

a) Maternity Leave

The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave. Within twenty (20) days after childbirth the employee shall notify the District of the expected date of return.

In lieu of use of sick leave for maternity purposes, an employee may specify that all or part of the maternity leave be a leave without pay. Under such condition, such leave shall be granted.

b) Family and Disability Leave

1) Eligibility

Employees are eligible if they have worked for at least one year. Family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

2) Usage

Employees shall be provided twelve (12) work weeks of unpaid leave during any twelve (12) month period for any of the following reasons:

- i. To care for the employee's child after birth, or placement for adoption or foster care.

ii. To care for the employee's spouse, child, or parent who has a serious condition

iii. For a serious health condition that makes the employee unable to perform the employee's job.

3) Notification

The employee shall provide the District thirty (30) days advance, written notice of his/her intent to use Family Leave when the need for the leave is foreseeable. The District may require medical certification to support a request for leave because of a health condition and may require second or third opinions (at the District's Expense).

4) Job Benefits and Protection

The District shall insure the following provisions:

i Maintain the employee's health coverage during the duration of Family Leave.

However, if the employee fails to return from leave, the employee must reimburse for all premiums paid during the leave unless the reason for the failure to return from leave is a continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

ii Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Family Leave.

iii. Grant the employee his/her previous position, or equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

iv. Maintain any employee benefits that accrued prior to the start of Family Leave.

c) Sick Leave Sharing

The District and Association agree that sick leave sharing is a worthwhile benefit to bargaining unit members. Therefore, the parties agree as follows:

- 1) Bargaining unit members who have accumulated more than sixty (60) leave days may donate up to six (6) accumulated leave days to other employees in any twelve (12) month period. 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. Transfers of sick leave under this provision are limited to transfers from employees who don't accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below sixty (60) days.
- 2) The person receiving the donated days must have exhausted all accumulated leave before using the donated days, and must suffer from, or have an immediate family 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 or absence
 - [b] terminate employment
- 3) No employee shall receive more than one-hundred-eighty (180) days of donated leave per contract year.
- 4) 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.
- 5) An employee using donated leave days shall receive the same benefits and pay as if they had been working.
- 6) Except for procedures in Paragraph 4 immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
- 7) The Superintendent shall preview proposals for such leave. If the Superintendent approves the leave, he/she will forward it to the Board for final approval.
- 8) Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.

- 9) This provision shall be in conformity with rules and regulations as prescribed by the Office of the State Superintendent of Public Instruction or it will be modified to be in conformity.

3. Leave Exhaustion

An employee who has exhausted all accumulated sick leave and who is unable to perform his/her duties shall have deducted from his/her pay a sum equal to one contract day of their annual salary for each day of absence thereafter. In addition an employee who has exhausted their sick leave must provide a doctor's note for each day missed after exhaustion of his/her leave. At the end of the school year, the Supervisor shall send a letter to the employee listing those days of pay deduct.

4. Health Leave

A health leave of absence may be granted, subject to board approval. The leave may be with or without pay, with or without substitute cost and the board's decision is final. Criteria required for consideration of the leave includes at least the following items:

- a) Written request for the leave must have been submitted to the District office.
- b) The written request must be accompanied by a statement from the attending physician which must state that the employee should be relieved of his/her duties.
- c) The leave may not exceed one school year.
- d) Experience credit is not granted for the period of absence exceeding ninety (90) school days.
- e) Seniority accumulated prior to the leave shall be retained.

5. Industrial Insurance

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payment stops when the employee has exhausted all sick leave.

6. Accounting

At the end of each year, the District will provide each employee with an accounting of accumulated sick leave.

7. Sick Leave Buy Back

a) Annual Conversion of Sick Leave

Each January, any eligible employee who, at the end of the immediately previous calendar year, shall have accumulated in excess of sixty (60) days of unused sick leave may elect to receive remuneration for unused sick leave earned the previous year at the rate of 25 percent of the employee's current full-time daily rate of compensation for each full day of eligible sick leave (a maximum of three days in any one calendar year). Any such election shall be made by written notice to the District office during the month of January on forms provided by the District. All sick leaves days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administration Code.

b) Conversion of Sick leave Upon retirement or Death

Any employee who shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of 25 percent of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible sick leave, up to a maximum of 180 days. In addition, an employee shall inform the District on or before April 1 of his/her intent to retire. An employee separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of sick leave for compensation. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of Washington Administrative Code.

Section B. Bereavement

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee as defined below, and up to three (3) days with pay for the death of an extended family member as defined below. The District shall grant employees one (1) day of bereavement leave with pay in the event of the death of friends or colleagues of the employee. Sick leave for additional bereavement leave may be granted in unusual cases.

“Immediate family” is defined as, mother, father, spouse, partner in a marriage-like relationship, registered domestic partner, grandparents, step-parents, brother, sister, grandchildren, and children either natural born, adopted, foster, step-children, or otherwise under legal custodial care, mother-in-law, and father-in-law.

Extended family is defined as: aunts, uncles, nieces, nephews, and cousins of the employee and their spouse/domestic partner.

Section C. Personal Leave

1. Personal leave of 3 (three) days per year shall be granted by the District. An employee can carry forward unused personal days each year to a maximum of 5 personal days in any one year.
2. Notice must be given at least two (2) days in advance ~~through~~ to the employee's supervisor, unless justifiable circumstances do not allow. Personal leave requested for the first or last student week of the school year must have the approval of the Superintendent.
3. An employee may choose to be compensated for up to three (3) unused personal leave days per year at \$150 per day. Paperwork for cash out of personal leave days must be submitted by the last day of the school year to be paid. Such cash out will be paid in the July pay period.

Section D. Court Appearance Leave

Leave with pay shall be granted for jury duty. Employees shall reimburse the District for any income received from the court above actual expenses. Employees shall promptly notify the Superintendent when notification to serve on jury duty has been received.

Leave with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided, that the employee so subpoenaed shall notify the Superintendent of the number of days required for court appearances. Leave herein granted is limited to those days which require giving testimony or participating in a trial. Such leave shall not be granted when the employee is the party in the court proceedings unless leave is approved by the Superintendent.

Section E. Long Term Leave of Absence

The Superintendent may grant a long term leave of up to one year in increments of only .50 FTE, 1.00 FTE, or the current continuing FTE of an employee. Such leave shall be without pay or district-paid fringe benefits and, with the approval of the Superintendent, may be extended for one (1) additional school year. Employees granted such leave shall maintain their position on the salary schedule, provided that additional educational increments will be recognized if earned, and additional experience increments will be granted for teaching experience which would have qualified under the salary provisions of this Agreement had the employee been within the District during that period of time. Upon return to the District, the employee shall be granted the last position held or a similar position for which he/she is qualified, provided however, that such employee shall be subject to the staff reduction and recall provisions of this Agreement and shall not be rehired in preference to an employee in the "employment pool" who has greater seniority for rights to rehire. Notification of intent to utilize this leave, and/or request an extension of leave for an additional year, must be made in writing to the Superintendent prior to March 1st. After the leave, if written notification is not received in the District Office by March 1st, it will affirm that the employee is returning.

Section F. Military Leave

Employees shall be granted military leave when required by law. Upon returning from leave, the employee shall be re-employed in the position last held or a similar position for which he/she is qualified, provided however, that no such employee shall be given preference over a more senior employee who is in the "employment pool" established under the staff reduction and recall provisions of this Agreement.

Section G. Professional Leave

Employees may be granted professional leave for the purpose of representing the District at professional meetings and activities where the purpose of such meetings and activities is to improve the professional qualifications of the employee, or to enhance the educational program of the District. Approval of the District must be obtained prior to attending any such meeting. Employees requesting permission to attend professional meetings under this Section shall submit a written request to the Superintendent through the building administrator. The District shall reimburse the employee for reasonable expenses for such approved activities in accordance with the District policy and upon the prompt submission of expense vouchers.

Section H. Association Leave

The President shall be provided up to seven days of leave per year to participate in Association business. Such leave shall be without loss of pay, provided that the Association shall reimburse the District for substitute costs incurred by the District.

Notice for this leave must be made in writing to the Superintendent at least twenty-four (24) hours before the leave is to take effect.

No more than two employees shall be permitted to be absent from the District at any one time on Association leave unless authorized by the Superintendent.

Any employee who holds a position on the Board of Directors of the Washington Education Association or the National Education Association, or any commission thereof, shall be permitted eleven days of personal absence each student year to attend meetings of those organizations required by such position, without salary deduction, provided that the Association fully reimburses the District for the substitute salary costs of such employee while absent, and provided further, that any such employee requesting approval of such absence comply with the other requirements of this section.

Section I. Child Rearing Leave

The District shall grant a child rearing leave of up to one (1) year without pay to any employee for the purpose of rearing a natural or adopted child, provided an appropriate replacement can be found. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to

schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

Section J. Community Service Leave

The District may grant up to three (3) days leave per year to an employee whose participation in a service club, festival organization or local governmental body is requested in writing by that group for performance of responsibilities that enhance the community. The employee will be responsible for paying the cost of a substitute.

Section K. Emergency Leave

The District shall grant leave to employees in the event the employee has an emergency. The employee shall provide the Superintendent or his/her designee the reason for the request at the time such request is made. The final decision to allow the leave will be made by the Superintendent. Each request will be judged on its own merit. The Superintendent may approve the leave with the employee paying the substitute costs, approve the leave without pay, not approve the leave, and/or allow up to three (3) days of sick leave. The decision of the Superintendent is final and his/her decision does not establish a past practice or set a precedent.

Section L. Lesson Plans

Any employee requesting and receiving approval for short term leaves shall prepare and provide the substitute with adequate lesson plans and instructions.

Section M. Verification of Absence

In the event the District denies any leave request, it shall notify the employee, in writing, in a timely fashion.

ARTICLE VIII. FISCAL MATTERS

Section A. Individual Contracts

Individual Contracts, other than supplemental contracts for extracurricular and activity assignments, shall be on a standard form conforming to state law and regulation and consistent with this Agreement. If any such contract is inconsistent or in conflict with this Agreement, this Agreement shall control. All individual contracts shall include a provision which shall provide for the increase of the employee's salary during the contract, in the event the State Legislature

appropriates funds for that purpose, provided however, that such salary increases shall be subject to the receipt of such funds by the District and shall be distributed in compliance with the guidelines adopted by the State Superintendent of Public Instruction and/or the District. Each individual contract will be for the professional work associated with teaching basic education requirements, including those activities that normally happen outside the classroom, including professional responsibilities such as collaboration meetings, IEP meetings, Student Assistance Team, and/or 504 Meetings, Staff Meetings, and meetings with families and/or students.

Section B. Supplementary Contracts

1. Supplemental

Supplemental contracts for special assignments with employees shall identify the parties, the purpose of the contract or the assignment, and the compensation. Supplemental contracts shall be consistent with this Agreement. Supplemental contracts shall be paid in accordance with the Supplemental Salary Schedule attached to and made a part of this agreement as Appendix B. Job descriptions for each assignment will be issued to each employee so contracted. Supplemental contracts shall not be paid from BEA salary money nor reported for BEA base salary compliance calculation purposes. Supplemental contracts are issued on a one-year basis and expire at the end of each school year. (RCW 28A.67.074)

2. Regular Extended Contracts

Regular extended individual contracts shall be for a period of time as determined by the District. Salary for regular extended contracts shall be calculated on the basis of the employee's base salary divided by the length of the employee's contract year. The resultant daily rate shall be multiplied by the total number of additional days required under the extended contract. Extended contracts shall not be paid from BEA salary money nor reported for BEA base salary compliance calculation purposes.

Section C. Work Year

1. The length of the regular employee's contract shall be 180 days.
2. Calendar: The calendar shall be developed according to the requirements in Appendix C.

3. TRI

A. **Time:** There will be five (5) additional district directed days paid at the employees per diem rate. These days are beyond the regular 180 day year and include:

1. One (1) day prior to the start of school will be district directed
2. One (1) day prior to the start of school shall be provided for classroom preparation
3. One day is funded by the State and will exist only if funding continues to be provided to the District.
4. Two (2) days will be optional days. They include one building directed day and one technology training day scheduled prior to the start of the school year

B. **Responsibility:** The ten (10) Flex days formerly in this category are now part of the base contract and salary schedule. The responsibilities attached to those flex days are now part of the regular contracted salary.

Any future additional compensation for responsibility must conform to the rules regarding enrichment activities.

C. **Incentive:**

1. **Professional Development Planning:** The District shall provide funds for Professional Development at a minimum rate of \$600 per eligible employee.

These funds will be available to twenty-five (25) per cent of the certificated staff and will be used to reimburse employees or to pay for registration fees and costs to those who attend conferences, classes for professional development, release time for planning, supplies and materials or training. In no instance will an employee have access to provided funds more than one (1) year out of every four (4) years.

2. **Retirement/Resignation Announcement:** Employees who announce their retirement or resignation before January 31st shall be compensated three (3) days at his/her per diem rate. Employees who announce his/her retirement or resignation before February 28th shall be compensated two (2) days at his/her per diem rate. Employees who announce his/her retirement or resignation before March 31st shall be compensated one (1) day at his/her per diem rate.

Section D. Work Day

1. **Length of Work Day:** The work day shall be seven and three-fourths (7 3/4) hours for all employees except for employees on the block schedule whose day shall be eight (8) hours, including a thirty minute duty-free lunch period. The work day

includes preparation time as outlined in Section C, and sixty (60) minutes outside of the student day.

2. **Flexible Work Day:** Staff members shall be granted the right to work a flexible work day that includes sixty (60) minutes outside of the student day. These sixty (60) minutes are flexible and can be scheduled by staff as long as professional responsibilities outlined below are met. Staff may arrive no later than fifteen (15) minutes before the student day begins and may depart not sooner than fifteen (15) minutes after students depart Monday through Thursday and five (5) minutes after students depart on Friday. It is understood that flexibility of schedules may be required under exceptional circumstances.
3. **Office Hours:** Staff members shall establish time during the work week for professional responsibilities. Office hours need not be scheduled each day, but may be developed by banking flexible time throughout the week. Office hours need to be scheduled and posted for students, parents, and building administrators.
4. **Staff Meetings:** Staff meetings may be held for no more than a total of two (2) hours per month, and cannot be held during collaboration time, unless mutually agreed to by staff and administration.
 - a. Meetings shall last not more than one (1) hour.
 - b. Meetings shall be held no more than twice per month.
5. **Work outside the Contract Day:** Pre-approved work outside the normal contracted day will be paid at curriculum rate.
6. If an employee works or attends a pre-approved training during non-school days, the employee will be compensated at \$250 per day for the scheduled itinerary. The scheduled itinerary must include at least two hours of training or travel during a non-school day in order for employees to be compensated at the rate listed above.
7. For working mandatory building Open House hours after the normal work day, employees will be given a one-half (1/2) day early release connected to a 3 day weekend; that (1/2) half day early release to be determined and set on the school calendar.
8. The starting and dismissal times may vary by school and grades. Snow or emergency late start and early releases are regular work days with the following two exceptions:
 - a. Late Start: Staff should arrive at work as quickly and safely as possible after taking care of personal or family needs related to the emergency. Any staff person who cannot arrive at school by the delayed start time should notify his/her supervisor of the problem as soon as possible.
 - b. Early Release: Staff should stay at work until the end of the regular contract day

unless released by the building administrator to attend to personal or family needs related to the emergency.

Section E. Release From Contract

An employee shall be released from his/her contract for the subsequent school year, provided that he/she has submitted a letter of resignation to the Superintendent prior to July 1.

An employee may be released from his/her contract under circumstances where illness or other personal matters make it impossible for the employee to continue in the District, provided that employee submits a letter of resignation setting forth the reasons which make it impossible for him/her to continue in the District and the reasons can be substantiated.

An employee may be released from his/her contract if his/her resignation has been submitted after July 1, provided that the District can obtain a satisfactory replacement.

Section F. Placement on Salary Schedule

1. Schedule

Employees shall be paid according to their placement on the salary schedule which is attached to and made a part of this Agreement as Appendix A, and the terms of their individual contracts.

2. Required Certificates

All employees shall provide proof of certification for the position for which they are hired as required by State law, at the commencement of the school year.

3. Initial Placement

a) Transcripts

New employees must file official transcripts of college credits with the Superintendent prior to qualifying for placement on the salary schedule.

b) Educational Credits

Credit shall be allowed for upper division and graduate level credits and/or acceptable clock hour equivalents, provided they qualify for certification renewal, evaluation requirements, meet clock hour requirements of the state, or are accepted by the District to meet District initiatives or programs. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

c) Experience

New employees with creditable outside teaching experience shall be placed on the appropriate column for educational attainment as determined by the number of upper division and graduate level credits and/or acceptable clock hour equivalents

Occupational Therapists, Physical Therapists, and Speech Language Pathologists shall be given credit for experience in their related field that occurs outside the school setting and placed on the Salary Schedule at their appropriate level for experience and ESA certification.

d) Experience Credits

Full credit for public school teaching outside the District shall be granted up to limits of the salary schedule.

e) Military Experience

Only active duty military service gained prior to September 1, 1976, shall be recognized for salary credit purposes. One year of salary credit shall be granted for two years of recognized military service experience. Credit for partial years less than two shall be granted on a one for two basis. Two years of salary credit shall be granted for three years of recognized military service experience. No other military service experience shall be recognized.

4. Professional Advancement

a) Educational Credits

Employees shall advance (when educational credits/clock hours earned make them eligible) to the next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents meet the requirements set in 3b above. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider. Master degree and above placement shall be recognized on the same basis as placement is recognized on the Certificated Salary Schedule (Appendix A)

b) Experience

Employees shall advance to the next higher horizontal row(s) for each year's teaching experience, as per the salary schedule.

5. Timeline

Classification on the salary schedule is for the full contract year. No change in classification shall be made for professional credits earned except as provided below:

a) Salary Adjustments

Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock hours earned prior to September 10, provided that notice is given to the Superintendent on or before September 10.

b) Proof of Credits

Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for proof of credits/clock hours; provided that the official grade notice or other suitable proof may be temporarily substituted.

c) Contracts

Salary adjustments shall be reflected in replacement individual contracts.

6. Experience Advancement

Only one year of teaching experience credit can be earned during a school year. Experience credit towards salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned (example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the Salary Schedule)

7. Required Courses

Employees attending training courses required by the District shall be paid by the District at the curriculum rate of pay for all time in attendance, plus any fee or tuition.

Section G. Salary Payment

All employees shall be paid in twelve (12) monthly installments. Each installment shall represent 1/12 of the contracted teaching salary. Payment of supplemental stipends shall be made, at the employee's option, in either:

- (a) lump sum payment at the end of the month following completion of the activity.
- (b) equal monthly payments commencing with the first month of the activity and terminating with the August payroll.
- (c) National Board stipends will be paid within forty-five days of the District receiving the funds for this purpose from the state or no later than the August 31 paycheck whichever comes first.

Section H. Insurance

1. The District shall provide the amount of insurance contributed by the State per month per FTE, on a pooled basis. The District shall pay the full Health Care Authority cost for each certificated employee from District funds.
2. Employees less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the maximum contribution.
3. The monthly premium may be used to provide the programs listed below:
 - a) District/Association approved Health Plan and HMO
 - b) District/Association approved Dental Plan
 - c) District/Association approved Vision Plan
4. All half-time or more employees will participate on letters b and c above. Participation on letter a is optional.
5. Less than half-time employees have the option of participating on letter a, assuming they receive fringe benefit funds as outlined in section 2 above.
6. Insurance Pooling

The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed among employees on a fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage.

7. From the dollar amount available to each employee, first shall be deducted the cost of the District's dental and vision plans, with the remaining monies available for application to one of the medical insurance programs.
8. Any unused fringe benefit monies will be accumulated in a pool which shall be used on a monthly basis to reduce or eliminate payroll deductions for bargaining unit members for approved plans.
9. Voluntary Programs

Any employee may participate in any other District/Association approved voluntary programs; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations.

10. Any payroll deduction(s) required for any programs listed will be provided via salary reduction through an Internal Revenue Code Section 125 Plan. This Section 125 Plan will be established, administered, and communicated to employees by the District at no cost to the employees.
11. Employees are allowed to continue to participate in insurance benefits for up to 18 months at their expense when on District approved leave of absence. After 18 months they may transfer to a Cobra program (extension of benefits) for another 18 months.
12. The District shall report all hours worked to the Washington Department of Retirement Systems so that eligibility for participation can be determined.

Section I. Rates of Pay Defined

1. **Employee's Per Diem Daily Rate** = Individual employee's salary schedule placement divided by 180 state-funded workdays.
2. **Employee's Per Diem Hourly Rate** = Individual employee's salary schedule placement divided by 1305 hours (180 state-funded workdays @ 7.25 hours).
3. **Curriculum Rate of Pay** = .001 X BA+0 rate on the salary schedule

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances.

Section B. Informal Conference

Every effort shall be made to settle problems at the lowest level through informal communication between the employee and his/her immediate supervisor.

Section C. Definitions

1. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

2. A "grievance" shall mean a claim by a grievant that a dispute exists involving the interpretation or application of the terms of this Agreement.

Section D. Forms

Grievances shall be submitted on a copy of the form which is attached to and made a part of this contract as Appendix D, and which shall contain not less than the following information:

1. The party to whom the grievance is addressed.
2. The grievant's position with the district and the school in which the grievant works.
3. A description of the procedures which have previously been taken by the grievant.
4. A specific identification of the grievance, including identification of that portion of the contract involved in the grievance, and a clear statement of the facts which give rise to the grievance.
5. The relief which the grievant is seeking.
6. The grievance must be signed by the grievant.

Section E. Timelines

The number of days within each step shall be considered maximum. Every effort shall be made to expedite the process. Extension of time limits shall be by mutual agreement only. If the Board or any administrator fails to take timely action, the grievant may appeal to the next level. If the grievant does not meet time limits the grievance shall be considered withdrawn. Every reasonable effort shall be made to resolve grievances before the close of the school term.

Notwithstanding the expiration of this agreement, any grievance arising hereunder may be processed through the grievance procedure to completion.

Section F. No Reprisals

No individual who participates in a grievance shall be subject to discipline or reprisal because of any such participation.

Section G. Representation

Nothing in this procedure shall be construed to prevent any individual from discussing an informal problem with the administration, or having it adjusted without representation from

the Association.

Employees have the right to pursue grievances with Association representation or without representation, provided the Association shall have the right to be present and state its views at any grievance hearing (formal or informal) whether or not the grievant has requested Association representation.

In the event a grievance is filed without Association participation the Superintendent shall immediately notify the Association by sending or delivering a copy of the grievance to the President. In addition, the President shall receive a copy of the administrative disposition of grievances at each step.

Section H. Confidentiality

All matters relating to specific grievances shall be confidential and shall not be unnecessarily or indiscriminately related, disclosed, or divulged, provided that the Association shall routinely report general grievance outcomes to employees.

Section I. Files

All documents and communications dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file unless the grievant requests that the final adjustment be placed in his/her file.

Section J. Released Time

If an employee is required to attend any meeting, hearing, appeal, or other proceeding relative to the adjustment of a grievance, he/she shall be released from his/her assignment for the time necessary without loss of pay or other penalty.

Section K. Cooperation

The parties shall cooperate with each other in the investigation of any grievance, and will furnish pertinent information as requested for the processing of grievances.

Section L. Procedures

1. First Step

Formal grievances shall be filed with the administrator responsible for the disputed action, along with a copy to the Superintendent. The grievance must be filed within twenty (20) days following the time the grievant had knowledge or reasonably should have had knowledge of the basis for the grievance. The Administrator shall meet with the grievant and the Association representative in an attempt to resolve the grievance and shall communicate his/her decision in writing to the grievant, the Superintendent and

the President within ten (10) days of receipt of the grievance.

2. Second Step

If the grievance is not resolved at Step one within the timelines, the grievant may appeal to the Superintendent within fifteen (15) days of filing at step one. The appeal shall contain a copy of the original grievance and the step one response. Within five (5) days after filing the appeal, the grievant, the Association representative, the step one administrator, and the Superintendent shall meet to attempt to resolve the grievance. The Superintendent shall render his/her decision in writing within five (5) days of the last meeting of the parties and deliver it to all participants.

3. Third Step

If the grievant is not satisfied with the decision of the Superintendent at Step Two, the grievant may, within ten (10) days after receiving said decision, request in writing that the Association submit his/her grievance to binding arbitration. A copy of such request shall be delivered to the Superintendent. The Association shall exercise its right to proceed to binding arbitration by giving the Superintendent written notice of its intention to arbitrate within fifteen (15) days of receipt of the written decision of the Superintendent.

- a) A list of seven (7) arbitrators shall be requested from the American Arbitration Association (AAA). The arbitrator shall be selected from the list of eligible candidates by a representative of the Board and a representative of the grievant alternately striking names from the AAA list until only one name remains. The parties shall select the arbitrator within ten (10) days of receipt of the AAA list.
- b) The decision of the arbitrator shall be final and binding upon all parties.
- c) The cost for the services of the arbitrator, if any, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the parties. All other costs will be borne by the party incurring them.
- d) If the subject matter of the grievance is based upon an employee's evaluation report and/or an employee's probation status resulting there from, the arbitrator's jurisdiction and his decision shall be limited to a determination as to whether or not the administrator or evaluator has followed the adopted evaluation procedure and criteria in reaching his conclusion.
- e) During the arbitration neither party will be permitted to assert any grounds not previously disclosed to the other party.
- f) The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement.

4. Alternative Third Step

If no satisfactory resolution of the grievance is reached at Step Two, or if the Superintendent has not provided a written decision within the time limits, the grievant, in an alternative to requesting binding arbitration, may request that his/her grievance be submitted for hearing to the Board. If such request is made, the grievant waives his/her right to binding arbitration. The request for a Board hearing shall be by written notice to the Superintendent given within ten (10) days after the decision in the Second Step is received or should have been received according to the time limits prescribed. Within twenty (20) days after receiving such a request, the Board shall hold a hearing and render a decision. The decision shall be binding upon all parties.

Section M. Adverse Action

The parties agree that there shall be no strike or other economic action by employees covered by this Agreement or by the Association, nor shall there be any lockout or other economic action by the District, while this Agreement is in effect, over any dispute which arises out of the interpretation or application of this Agreement, or an alleged violation of the terms of this Agreement.

ARTICLE X. DURATION

This agreement shall in effect from September 1, 2018 until August 31, 2020

The Parties acknowledge that the understandings and agreements arrived at by the parties with the respect to wages, hours, terms and conditions of employment are set forth in this Agreement. . During the term of this agreement, the District will apply any State Funded allocation specifically for certificated salaries in the 2019-20 school year to the agreed upon salary schedule.

For the 2019-20 school year, the agreement will be open for Special Education work and/or case load as recommended by the Special Education Workgroup and other legislative changes.

Executed this ____ day of _____, 2018 at Leavenworth, Chelan County, Washington, by the undersigned officers by the authority of and on behalf of the parties.

For the District:

For the Association:

Board Chairman

President

Superintendent

Chief Negotiator

APPENDICES

Appendix A

Years of Service	2018-19 Cascade School District Certificated Salary Schedule								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	
	0	44,393	45,592	46,834	48,080	52,075	54,648	53,224	
1	44,991	46,206	47,464	48,764	52,801	55,360	53,815	57,852	60,410
2	45,560	46,787	48,059	49,459	53,484	56,070	54,411	58,436	61,022
3	46,147	47,386	48,671	50,116	54,133	56,781	54,976	58,990	61,640
4	46,722	48,016	49,309	50,803	54,844	57,512	55,568	59,609	62,278
5	47,317	48,616	49,922	51,500	55,526	58,247	56,169	60,197	62,918
6	47,927	49,199	50,549	52,205	56,212	58,948	56,786	60,793	63,527
7	49,001	50,291	51,659	53,406	57,472	60,283	57,941	62,005	64,818
8	50,572	51,933	53,333	55,224	59,345	62,260	59,758	63,880	66,793
9		53,633	55,103	57,062	61,280	64,293	61,594	65,814	68,828
10			56,894	58,995	63,268	66,382	63,529	67,803	70,916
11				60,984	65,350	68,526	65,517	69,885	73,060
12				62,909	67,488	70,759	67,584	72,022	75,294
13					69,678	73,047	69,724	74,212	77,580
14					71,879	75,420	71,927	76,557	79,955
15					73,749	77,382	73,796	78,547	82,033
16 or more					75,223	78,929	75,272	80,117	83,673

*The BA135 column will only exist until the current employee(s), as of September 1, 2018, in this column separate service from Cascade School District. No new or existing employees can move or be placed in this column.

Credits and clock hours accepted by the State apply to this salary schedule. So called soft credits do not apply to this salary schedule. This salary schedule will be adjusted as the state adjusts its allocation schedule.

Cascade School District
Supplemental/Extended Positions

Section A. Supplemental Positions

The positions listed in this section will be paid a stipend based on CSD #228 Employee base salary.

Activity	1 0 YRS	2 1 YR	3 3 YRS	4 5 YRS	5 7 YRS	6 9 YRS
9-12 Athletic Director (if not an administrator)	.200	.206	.212	.218	.224	.230
6-8 Athletic Director	.100	.103	.106	.109	.112	.115
Vocational Director	.200	.206	.212	.218	.224	.230
Computer/Network Maint. Supervisors	.150	.156	.162	.168	.174	.180
Elementary Music/Choir	.070	.073	.076	.079	.082	.085
Music						
Band	.150	.156	.162	.168	.174	.180
Choir	.125	.129	.133	.137	.141	.145
Publications– (outside of class)	.087	.091	.095	.099	.103	.107
Publications (6 period day or block)	.029	.031	.032	.033	.035	.036
FBLA/FFA/FCCLA Advisor	.070	.073	.076	.079	.082	.085
FBLA/FFA/FCCLA Assistant Advisor	.040	.043	.046	.049	.052	.055
Class Advisors						
FR - SO			.015			
JR - SR			.025			
Curriculum Studies/Prep			.001 Per Hour			
Driver Ed			.001 Per Hour			
Sixth Grade Outdoor Camp			1 Day Per Diem			

The music supervisor shall receive ten (10) percent of his/her regular extracurricular salary for band attendance and performance at tournaments. In the event both the boys and girls teams attend the state basketball tournament the band supervisor will receive a double stipend.

Section B. Extended Day/Year Positions

The following positions due to state requirements or/and increased responsibility of assignment that can not be completed during the normal school day/year shall have up to the following number of extended days. These days are on a yearly basis dependent on availability of funding. Days may be used from August 1, preceding the start of the school year, through August 31 of the subsequent year.

The employee shall turn in a monthly report of extended time used for a month on the first working day of the next month to their supervisor. Reports/Days Worked will not be accepted that are more than one (1) month in arrears. The supervisor shall acknowledge to the employee in electronic or paper format that he/she has or has not received the report by the 10th of each month. Failure to turn in an appropriate amount of contracted extended time will result in a reduction in pay of the August payroll check. All extended days need to be completed and reported prior to August 10th.

Acceptable use of extended time will be developed with employee input by his/her supervisor. Any time that the supervisor deems inappropriate shall be conveyed to the employee within ten (10) days from the time the supervisor receives the report.

The District is not obligated to providing these days, nor does it prevent them from offering more days with approval of the Superintendent.

Assignment	Number of Days
Athletic Director	2
Computer/Network Maintenance Supervisors	30
Counselors	
High School	7
Middle School	4
Elementary School	2
Library/Technology Coordinator	10
Vocational Agriculture Instructors	15
Vocational Business Instructors	5 Additional 5 for Nationals
Vocational Director	10
Vocational Family & Consumer Science Inst.	5
School Psychologists	4

CSD - SCHOOL CALENDAR DEVELOPMENT PROCESS

The calendar for the 180 instructional days may be approved by the Superintendent based on recommendations from the calendar committee. If not approved by the Superintendent, the calendar will be referred back to the committee with recommendations from the Superintendent. The committee shall follow the requirements listed below unless mutually agreed upon by both parties.

1. The first instructional day shall be no earlier than the last Tuesday of August.
2. Every effort shall be made to have a 3, 4, 5 start.
3. The following days shall be non-contracted days:
 - A. Labor Day, Veterans' Day, Thanksgiving and the Friday following, Presidents' Day, Memorial Day, and Martin Luther King Jr's Birthday.
 - B. Four (4) days for Winter Break.
 - C. A Christmas Vacation of at least eight (8) days and no more than eleven (11) days.
 - 1) Vacation shall commence no later than 2 days prior to Christmas Day
 - 2) School shall start no sooner than January 2nd.
 - D. A Spring Vacation of at least five (5) days during the first full calendar week of April.
4. Every effort will be made to have a minimum of two (2) instructional days in any week except the final week of school.
5. The last day of the school year shall be the earliest possible after all the above criteria have been met.
6. District parent-teacher conferences shall be determined by the District after input from the Association.
7. Early release days and optional in-service days will be determined within the current calendar year with input from the Association.
8. These calendar guidelines are subject to change through acts of God, or unforeseen occurrences that cause schools to be closed. The specific days school shall be held to make up any lost days shall be mutually determined by the District and the Association, provided that the operation of school shall not be interrupted due to any

such mutual decision making process.

9. The word "day" whenever used in this section shall be deemed to mean a weekday unless it is expressly clear that it means otherwise.
10. This calendar shall be attached to this contract and shall be made annually to be one year ahead.

FORMAL GRIEVANCE

Grievance addressed to:

Copies to:

- Immediate Supervisor
- Superintendent
- Association Representative
- Association President
- Grievant

Grievant: _____

School: _____ Position: _____

Supervisor: _____

PRIOR PROCEDURAL STEPS TAKEN BY GRIEVANT:

STATEMENT OF GRIEVANCE:

SECTION(S) OF CONTRACT VIOLATED:

RELIEF SOUGHT:

Signature of Grievant

Date

EVALUATION OPTION FORM

.....

Directions: This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the first fifteen (15) working days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The form must then be filled out by the employee and returned to that employee's evaluator no later than five (5) working days following its receipt by the employee.

.....

Employee's Name _____

Employee's Building and Grade Level _____

This employee is eligible for the following (checked) evaluation options:

- Proficiency Evaluation
- Short Form Evaluation
- Professional Growth Plan/Short Form Evaluation

The preliminary schedule for observations for this employee is

This employee's evaluator will be _____

This form was completed and delivered to this employee ____ / ____ / ____

Evaluator's signature _____

.....

I elect/accept one of the following options:

- Proficiency Evaluation
- Short Form Evaluation
- Professional Growth Plan/Short Form Evaluation

Employee's Signature

Date

SCHEDULED OBSERVATION FORM

Employee's Name _____

Observer's Name _____

Date of Observation _____ Time/Period _____

Subject _____ Age/Grade Level _____

.....

What are your expected outcomes?

What teaching strategies do you intend to use?

How will you know that progress is being made toward your expected outcomes?

Factors that should be brought to the observer's attention.

NOTE: This form must be delivered to the employee no less than five (5) working days prior to the scheduled planned observation. The employee must complete and return this form to the observer no less than two (2) days prior to the observation or at the pre-observation conference.

COMPREHENSIVE EVALUATION – CLASSROOM TEACHER

Appendix H

Teacher Name: _____ Evaluator: _____

Building: _____ Date(s): _____

Observation Dates: _____

(A minimum of two observations throughout the school year for no less than 60 minutes total.)

Provisional Employee Annual Evaluation

(4) Distinguished: differentiating strategies
(3) Proficient: monitoring strategies

(2) Basic: using strategies
(1) Unsatisfactory: not using or using incorrectly

WA State Criterion	Rating:	Comments:
#1: Centering instruction on high expectations for student achievement.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	1.1 1.2 1.3 1.4
#2: Demonstrating effective teaching practices.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8
#3: Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	3.1 3.2 SG 3.1 SG 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	4.1 4.2
#5: Fostering and managing a safe, positive learning environment.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	5.1 5.2 5.3 5.4 5.5 5.6
#6: Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	6.1 6.2 6.3 SG 6.1 SG 6.2
#7: Communicating and collaborating with parents and the school community.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	7.1 7.2
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	8.1 8.2 8.3 8.4 SG 8.1

COMPREHENSIVE EVALUATION – CLASSROOM TEACHER

Appendix H

- ❖ Teachers with a “Distinguished” Summative Criteria Score and a “Low” Student Growth Impact Rating cannot be rated higher than “Proficient”.
- ❖ A “Low” Student Growth Impact Rating triggers a student growth inquiry regardless of Summative Criteria Score.

WA State Criterion	Criterion Components	Student Growth	Final CRITERION Score
1: Expectations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
2: Instruction	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
3: Differentiation	<input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/> <input type="radio"/>	
4: Content Knowledge	<input type="checkbox"/> <input type="checkbox"/>		
5: Learning Environment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
6: Assessment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/> <input type="radio"/>	
7: Families & Community	<input type="checkbox"/> <input type="checkbox"/>		
8: Professional Practice	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/>	

SUMMATIVE CRITERIA SCORE: _____	<input type="checkbox"/> Distinguished	29-32 Distinguished 22-28 Proficient 15-21 Basic 8-14 Unsatisfactory = Plan of Improvement (required)
	<input type="checkbox"/> Proficient	
STUDENT GROWTH IMPACT RATING: _____	<input type="checkbox"/> Basic	18-20 High 13-17 Average 5-12 Low = Student Growth Inquiry (required)
	<input type="checkbox"/> Unsatisfactory	
	<input type="checkbox"/> High	
	<input type="checkbox"/> Average	
	<input type="checkbox"/> Low	

It is my judgment, based upon adopted Washington State Criterion, that this teacher’s overall performance has been deemed: Distinguished Proficient Basic Unsatisfactory *

Proficient with Student Growth Inquiry ** Basic with Student Growth Inquiry **

Evaluator’s Signature: _____ Date: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Teacher’s Signature: _____ Date: _____

* I realize that this evaluation has been deemed UNSATISFACTORY. It will result in a Plan of Improvement and may results in non-renewal of contract.

Teacher’s Signature: _____ Date: _____

** I realize that this evaluation requires a STUDENT GROWTH INQUIRY. For the next school year I will choose one or more of the following (WAC 392-191A-100): *see Teacher Evaluation: Student Growth Inquiry*

- Examine student growth data in conjunction with other evidence...
- Examine extenuating circumstances...
- Schedule monthly conferences focused on improving student growth...
- Create and implement a professional development plan to address student growth areas...

Teacher’s Signature: _____ Date: _____

The employee has the right to append comments. If such a statement is to be attached, check this box .

FOCUSED EVALUATION – CLASSROOM TEACHER

Appendix I

Teacher Name: _____ Evaluator: _____

Building: _____ Evaluation Date: _____

Observation Dates:

(A minimum of two observations throughout the school year for no less than 60 minutes total with written observation notes. WAC 392-191A-110, 120, 130)

Growth Goal: _____

Annual Evaluation*Teacher is evaluated on one Criterion. If not a Student Growth Goal, then one must be added.

(4) Distinguished: differentiating strategies

(2) Basic: using strategies

(3) Proficient: monitoring strategies

(1) Unsatisfactory: not using or using incorrectly

WA State Criterion	Rating:	Comments:
#1: Centering instruction on high expectations for student achievement.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	1.5 1.6 1.7 1.8
#2: Demonstrating effective teaching practices.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	2.9 2.10 2.11 2.12 2.13 2.14 2.15 2.16
#3: Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	3.3 3.4 SG 3.1 SG 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	4.3 4.4
#5: Fostering and managing a safe, positive learning environment.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	5.7 5.8 5.9 5.10 5.11 5.12
#6: Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	6.4 6.5 6.6 SG 6.1 SG 6.2
#7: Communicating and collaborating with parents and the school community.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	7.3 7.4
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	8.5 8.6 8.7 8.8 SG 8.1

FOCUSED EVALUATION – CLASSROOM TEACHER

Appendix I

- ❖ The focused evaluation will include the Student Growth rubrics of the selected criterion.
- ❖ If Criterion 3, 6, or 8 is selected, evaluators will use the accompanying Student Growth rubrics.
- ❖ If Criterion 1, 2, 4, 5, or 7 is selected, evaluators will use Criterion 3 or 6 Student Growth rubrics.

❖ While there is no Student Growth impact rating, a rating of “1” on any Student Growth rubric row triggers a Student Growth Inquiry.

WA State Criterion	Criterion Components		Student Growth 3.1 and 3.2		Student Growth 6.1 and 6.2
1: Expectations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
2: Instruction	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
3: Differentiation	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	
4: Content Knowledge	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
5: Learning Environment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
6: Assessment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	or		<input type="radio"/> <input type="radio"/>
7: Families & Community	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
8: Professional Practice	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	Student Growth 8.1 <input type="radio"/>		
FINAL CRITERION SCORE: _____	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Check this box if any STUDENT GROWTH component has been assessed as unsatisfactory (1). <small>Any score of one (1) in the student growth rating rubric will trigger the Student Growth Inquiry.</small>			

It is my judgment, based upon adopted Washington State Criterion, that this teacher’s overall performance has been deemed:

Distinguished
 Proficient
 Basic
 Unsatisfactory *
 Proficient with Student Growth Inquiry **
 Basic with Student Growth Inquiry **

Evaluator’s Signature: _____ Date: _____

RCW 28A 405 100 sec(1)(3)(a)

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Teacher’s Signature: _____ Date: _____

* I realize that this evaluation has been deemed UNSATISFACTORY. It will result in a Plan of Improvement and may results in non-renewal of contract.

Teacher’s Signature: _____ Date: _____

** I realize that this evaluation requires a STUDENT GROWTH INQUIRY. For the next school year I will choose one or more of the following (WAC 392-191A-100): *see Teacher Evaluation: Student Growth Inquiry*

Examine student growth data in conjunction with other evidence...
 Examine extenuating circumstances...
 Schedule monthly conferences focused on improving student growth...
 Create and implement a professional development plan to address student growth areas...

Teacher’s Signature: _____ Date: _____

The employee has the right to append comments. If such a statement is to be attached, check this box

**PROFICIENCY EVALUATION FORM - SUPPORT PERSONNEL
COVER PAGE**

Employee's Name _____

Building _____ Evaluator _____

Dates of Observation _____ Date of Evaluation _____

Employee's Evaluation -- SATISFACTORY UNSATISFACTORY

Please check activity for which form is being used:

<input type="checkbox"/> 90 - Day Evaluation	CRITERIA
<input type="checkbox"/> Fall Evaluation	<input type="checkbox"/> 1. Knowledge and Scholarship.
<input type="checkbox"/> Spring Evaluation	<input type="checkbox"/> 2. Specialized skills.
<input type="checkbox"/> Annual Evaluation	<input type="checkbox"/> 3. Management of environment.
<input type="checkbox"/> Summary Evaluation	<input type="checkbox"/> 4. As a professional.
<input type="checkbox"/> Other Evaluation	<input type="checkbox"/> 5. Involvement in assistance..

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

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

PRO GROWTH/SHORT EVALUATION FORM-SUPPORT PERSONNEL

Employee's Name _____

Building_____ Evaluator_____

Dates of Observation_____ Date of Evaluation_____

1 = Meets District criteria 2 = Does not meet District criteria

Note: Any "2" ratings require the use of the long form.

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	1	2
2. SPECIALIZED SKILLS	1	2
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT	1	2
4. THE SUPPORT PERSON AS A PROFESSIONAL	1	2
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL	1	2

COMMENTS:

Evaluator's Signature_____ Date_____

Employee's Signature_____ Date_____

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

POSTING REQUEST FORM

PLEASE CONSIDER THIS MY OFFICIAL REQUEST TO BE NOTIFIED OF POSTINGS.

In the summer employees shall be notified by mail or email of any openings for which they have applied for a transfer. Please check which you prefer: ___Mail ___Email

I WISH TO BE NOTIFIED OF:

- ALL POSITIONS
- PRIMARY GRADE OPENINGS
- INTERMEDIATE GRADE OPENINGS
- MIDDLE SCHOOL OPENINGS (List up to 3 subject areas)

- 1. _____
- 2. _____
- 3. _____

- HIGH SCHOOL OPENINGS (List up to 3 subject areas.)

- 1. _____
- 2. _____
- 3. _____

- SPECIAL EDUCATION

- OTHER (Specify)

NOTICE TO EMPLOYEES: THIS REQUEST SHALL REMAIN VALID AND IN EFFECT UNTIL THE NEXT MARCH 15TH.

EMPLOYEE'S SIGNATURE: _____

DATE: _____

STUDENT INITIAL CONCERNS REFERRAL FORM

Referring Staff Person _____ Date _____

Student Name _____ Grade Level _____

Please check the areas of concern:

- Academic - Difficulty with classroom content.
- Social/Emotional - Interactions with peers, adults, concerns at home.
- Health - Hygiene, nutrition, attendance, hearing and vision, general health concerns.
- Speech/Language - Articulation, language processing, following directions
- Substance Abuse - Erratic behavior, mood swings, physical evidence.
- Motivation/Effort - Inconsistent or marginal attempts to complete assignments.

Briefly Specify Concern:

In addition to the team, I request that the following persons be present:
