

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE WOODLAND SCHOOL DISTRICT**

**AND**

**THE WOODLAND EDUCATION ASSOCIATION**

September 1, ~~2016~~~~2013~~ through August 31, ~~2020~~~~2016~~

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## **ARTICLE 1. AGREEMENT INFORMATION**

### **1.1 Preamble**

This Agreement is made between the Woodland School District Board of Directors, (referred to as the "Board" or "District"), and the Woodland Education Association (referred to as the "Association").

The Association and the Board of Directors share the mutual goals of providing the necessary environment, materials, skills and knowledge for the education of the children in the Woodland School District. This continuing cooperation will improve the quality of education excellence. The Woodland School District and the Woodland Education Association believe in a process that places appropriate authority and responsibility for decision-making with those most affected by the decisions.

To facilitate effective employer-employee relations and in order for the cause of public education to be served in the district, the Board and the Association do hereby agree as follows:

### **1.2 Recognition**

The Board of Directors of Woodland School District #404 recognizes the Association, having won the majority of the votes cast by the certificated staff of this District, as the exclusive representative of all non-supervisory certificated personnel under contract with the District. In addition to regular part-time and full-time certificated employees, the bargaining unit shall include a substitute who has been employed in the same assignment for twenty (20) consecutive workdays, provided that Section 3.3 and Articles 6 and 10 shall not apply to such employees. The Association recognizes the Board as the elected representatives of the citizens of the Woodland Public School District, as the employers of the certified personnel, and as such makes final determination of all policies.

Substitute employees who are employed more than ninety (90) consecutive calendar days in the same assignment shall be observed for the purposes of evaluation for at least thirty (30) minutes and given a summative evaluation. Additional evaluation requirements in this article do not apply.

### **1.3 Status of the Agreement**

Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

Any proposed changes in the Collective Bargaining Agreement must be by mutual agreement and in writing.

#### **1.4 Conformity to Law**

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington and the policies of the Woodland School District. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

The Association and the Woodland School District will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contractors for goods and services will be considered and will not be discriminated against on the basis of any legally-protected status such as race, color, national origin, sex or disability.

CITIZENSHIP RIGHTS - Nothing contained in the Agreement shall be construed to deny or restrict to any employee such rights of citizenship as they may have under applicable law.

#### **1.5 Distribution of the Contract**

After ratification and examination by both parties, the collective bargaining agreement shall be posted on the District web-site the Association and District shall be separately responsible for printing a sufficient number of copies, if any, for their own purposes.

#### **1.6 Length of Collective Bargaining Agreement**

This Agreement shall be effective September 1, ~~2016~~~~2013~~, and shall remain in effect through August 31, ~~2020~~~~2016~~.

Letters of understanding agreed to by both parties shall have the same effect as contract language. These letters shall be added to the contract at the next contract opening.

## **ARTICLE 2. ASSOCIATION RIGHTS & PRIVILEGES**

### **2.1 Meetings**

The Association may use District buildings and equipment for meetings at reasonable times, provided that such meetings shall not interfere with normal school operations, and the Association shall be responsible for security, damages and notification of building administrators. Association meetings held during the work day shall not begin until fifteen (15) minutes after students are dismissed; additional meetings may be held before or after the workday.

The Association shall be able to post notices of meetings and information of concern to members on bulletin boards in the faculty rooms of each building. The Association shall also be able to use district e-mail for notices of meetings and information of concern to members. Exceptions to e-

mail use would be anything which supports or opposes a ballot measure or candidate for public office.

## **2.2 Intra-District Mail**

Intra-district mail facilities (including e-mail) may be used for distribution of Association communications so long as such communications are labeled as Association materials, contain the name of the authorizing Association official, are not slanderous to any individual or group, and fall within the parameters of the Public Disclosure Commission.

## **2.3 Request for Public Documents**

The District shall make available to the Association, upon request, documents. The District shall not be required to provide documents that have not been previously prepared without compensation for time and materials.

## **2.4 Grievance Meetings at Administrative Request**

Meetings with employees requested by the superintendent or other District administrators for the processing of a grievance during the school day shall be held with no loss of pay to the employee.

## **2.5 WEA Leave Time**

The president and/or representatives of the Association may use up to a total of fifteen (15) contract days each year for negotiations, WEA business, or WEA conferences. There will be a maximum of eight (8) days allowed for any individual. The Association will reimburse the district for any necessary sub pay.

## **2.6 Association Membership**

- A. Each present employee covered by this Agreement who was a member of the Association on August 31, 1988, may maintain such membership by continuing to render dues and assessments to the Association for the duration of this Agreement.
- B. Any new employee covered by this Agreement hired after August 31, 1988, shall become and remain a member of the Association to the extent of paying membership dues and assessments of the Association or annually pay a representation fee in the amount equal to membership dues and assessments.
- C. An employee may elect the right of non-association with the bargaining unit, for bona fide religious tenets or teaching of a church or religious body of which the employee is a member. The employee shall pay an amount equivalent to the association membership dues and fees to one mutually agreed upon non-religious, non-profit organization. The employee shall furnish written proof that payment has been made thirty days after the beginning of each school year, or the monthly representation fee can be deducted from the employee's salary and forwarded to the agreed-upon organization.

## 2.7 Association Representation

An employee has the right to have an association representative present at any meeting with his/her supervisor or other District representative. Once an employee has requested that an association representative be present during a meeting, the meeting will not take place until an association representative is present. The right to have an association representative present is not limited to meetings which might lead to disciplinary action. (See Section 9.2)

An employee's request for representation will be accompanied by a revision in contractual timelines, if necessary.

## 2.8 Staff Protection

A. Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her building administrator if, he/she is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable protection.

B. In the maintenance of the safe and sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws. The Board, Superintendent and building principals shall support and uphold certificated employees in their legitimate efforts to maintain a safe learning environment in the District and shall give timely response to all employees' requests regarding behavior problems. The authority of employees to use prudent measures for the safety and well-being of students and employees is supported by the Board. In the exercise of their responsibility and authority to control and maintain order and discipline, employees must use reasonable and professional judgment concerning matters not provide for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

An employee is allowed by laws to use such force only as is necessary to protect him or herself or another person from injury. The principals of each building shall annually distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such explanation shall clearly state employee responsibilities including required documentation, chain-of-command to be used, required timelines and a definition of each degree of discipline, including corporal punishment and the conditions and circumstances under which such discipline is to be administered.

It is also agreed that, as the need arises within the District or school, discussions with the teachers be arranged reviewing student/teacher rights and responsibilities and any recent changes in District policy, state or federal law or court ruling relating to the above. In the event any employee has any question or concerns regarding this section, he/she shall immediately contact his/her supervisor.



C. Alternative education teachers required to work after 4:00 pm will be provided a paraeducator or other employee to prevent safety concerns from being alone.

## ARTICLE 3. CONTRACT INFORMATION

### 3.1 Required Information

Prior to a certificated employee's first work day, school district, state and federal forms and requirements must be completed and on file with the district. These forms include the Federal W-4 form, Federal I-9 form and identification necessary to complete the I-9 form, photo identification, and a copy of the Social Security card. Official transcripts and experience verification must also have been ordered.

All certificated personnel must also have a valid professional educational certificate on file in the District Office before being allowed in the classroom.

A total of 70 hours or more each month must be worked to be eligible to join the Washington Retirement System. These forms are available in the District Office.

### 3.2 Annual Length of the Employee's Annual Contract

The length of the regular employee annual contract shall be one hundred eighty (180) days.

Six (6) Five (5)-additional supplemental days shall be district funded for all employees and shall be planned and directed by district administrators for activities that support school and district improvement plans. These Three (3) of such days shall be mandatory, and two (2) shall be optional. Such days shall be scheduled on non-school days. One Of the mandatory days, one-half-day may shall be scheduled within the three days before school and any "Drop-in/Drop-off" activity for parents and students on that day shall be included within the District portion of the day. The remaining days shall be scheduled by the district calendar committee identified in Section 3.5. The days can be broken up in half-day increments. Building Leadership Teams may schedule alternative dates for these days on non-student days that are on the calendar. (e.g. semester break day, after school half days, eteetc.).

Employees For the 2016-17 contract year, employees shall have sixteen (16) ten (10)-additional optional days for activities that support student learning as planned and determined by the individual employee. The number of additional option days shall increase to eighteen (18) in 2017-18, and twenty (20) in 2018-19 and 2019-20. In recognition of the additional time required of special education teachers and speech-language pathologists who collaborate with general education teachers regarding students in their classrooms, special education and speech-pathologists shall receive two (2) additional days to those listed above to assure students on IEPs are correctly scheduled and that classroom teachers are prepared and informed on the needs of special education students in their classrooms at the beginning of and throughout the year. These individually-determined optional days shall be worked in full or half-day increments on non-school days or after the employee workday on school days. Such days shall be documented on an Optional Certificated Days Claim Form with the date, hours and activity, and submitted for

payment up to once per month. The employee's supervisor shall sign the timesheet to verify that the time was worked. Activities that support student learning which fall outside the basic contract include attendance at classes or conferences, professional research, piloting and implementing new instructional materials, development of cooperative or common assessments, implementing content and skills from professional development opportunities, implementation and assessment of supplemental curricular resources, data gathering, analysis and reporting, and planned activities to increase family engagement with the school's curriculum (e.g. Math Night).

~~Any extension of contracted days by the District for an employee shall be computed on 1/180 full per diem of the employee's contracted rate of pay.~~ Employees with a partial FTE position shall be entitled to a pro-rated portion of the days identified in this section. ~~Any days beyond 180 are contingent upon full state funding. If full state funding for the additional teacher workday is withdrawn, per diem pay will be calculated as 1/180 of the contracted amount.~~ The employee shall submit all employee and district directed days for compensation no later than August 10.

Employees offered supplemental contracts for additional days of work beyond the regular work year identified in this section shall be paid per diem for each additional day of work. Pursuant to RCW 28A.400.200, such supplemental contracts are not subject to the continuing contract law and the District's decision to nonrenew or modify such contract for the following year shall not be considered an adverse change under RCW 28A.405.300 through 28A.405.380.

### **3.3 Release from Contract**

Employees under contract will be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the superintendent's office.
- B. A release from contract prior to June 15<sup>th</sup> ~~July 1~~ shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract may be granted after June 15<sup>th</sup> ~~July 1~~ provided a satisfactory replacement can be obtained.
- D. A release from contract may be granted in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

### **3.4 Copies of Contract**

Two (2) copies of a contract signed by the board secretary shall be given to the employee by May 15<sup>th</sup>, and employees shall return their contract by June 1st each year for signature. One (1) copy is retained by the employee and one (1) copy is forwarded to the District Office and placed in the employee's personnel file.

### **3.5 Calendar**

The calendar for each school year shall be determined by a committee comprised of five WEA members (two elementary and two secondary, and one from Yale or ALE school(s)), two SEIU

members, two secretaries, one parent from each building in the district (not to exceed four), one board member, two administrators and chaired by the superintendent or designee, who is not included in the vote. Each voting member can only vote as one representative. The calendar committee will set a school calendar for at least one year in advance of the upcoming year. The calendar committee will make decisions by simple majority vote of those committee members present. If representation is not available from ALE or Yale, then an additional WEA member shall fill the vacancy.

### **3.6 Resignation**

On submission to the District of a signed letter of resignation by March 1 and effective at the end of the contract year, retiring employees shall be given a one-time stipend of \$300 paid following successful completion of their teaching assignment, clearing of their work station and sign-off by their principal or supervisor.

## **ARTICLE 4. EMPLOYER PROVISIONS**

### **4.1 Liability Insurance**

The District covers each employee; under the provision of the District Liability insurance and personal property insurance while he/she is performing his duties as an employee of the District.

### **4.2 Health Care Benefits**

The District shall provide each employee, in proportion to the employee's FTE, the monthly state insurance benefit amount identified in the state appropriations act, minus the Health Care Authority subsidy, plus the amount of the subsidy covered by the District for the year in question. The District will provide \$65 per month for the subsidy. Each employee shall pay at least 0.5% of the cost of the employee's selected health plan premium. If said monies (the District's contribution and the employee's minimum 0.5% payment) are not fully used by the certificated staff member each month toward their health care benefits then these monies shall be pooled and redistributed to other members of the bargaining unit per state requirements. In addition, the District will supplement the pool with an additional \$50,000 per year. The District will provide to the Association a status report of the funds in the health care pool on November 1<sup>st</sup> and June 1<sup>st</sup> of each year. The health benefit plans currently offered to bargaining unit members are listed in Appendix 5.

In addition, an employee may choose to direct his or her entire current school year individual credit reimbursement amount in Section 8.3 toward his or her out-of-pocket insurance costs by notifying the District of such choice by October 1<sup>st</sup> of each school year.

### **4.3 Providers' Fair**

The District will invite known providers of employee benefits to meet with employees in September of each year. At the fair, representatives from supplemental health care options, credit unions, annuities, etc., may be available to provide information and answer questions. The District

Office will also make available to all employees an online summary of benefits to each employee each fall.

## ARTICLE 5. WORK CONDITION

### 5.1 Length of Work Day

#### 5.1.1 Regular Work Day

The work day for a certificated employee shall be 7.5 hours per day, including a 30 minute duty-free lunch. Building leadership teams shall be responsible for determining staff arrival and departure time. An important consideration in this decision shall be availability of staff to parents, students, and colleagues. All base and supplemental contracted days are considered to be regular work days for the purpose of this section. On days when students are released early for inclement weather or other unforeseen circumstances, teachers may leave when their students are released. When school start-time is postponed due to inclement weather or other unforeseen circumstances teachers are expected to make every attempt to arrive at least 30 minutes prior to the student start time.

#### 5.1.2 Conference Days

K-8 teachers will be provided with four (4) early release days for conferences during the first semester and four (4) during the second semester. 9-12 teachers will be provided with two (2) early release or late arrival days for conferences during the first semester and four (4) during the second semester. Reasonable efforts will be made to engage all parents in conferences. Conferences may include face to face or alternate forms of communications. Staff will coordinate schedules of conferences for families whenever possible. Conference times will be available one evening each semester for parents unable to make afternoon conferences. Teacher attendance at evening conferences shall be offset by staff being allowed to leave early on another conference release day. A building administrator will be available during evening conferences. This time will be for recordkeeping, preparing for conferences and for meeting with parents. Each teacher is expected to be available on site during conference time, unless otherwise agreed upon by the building leadership team or principal. Administrators will help communicate to parents that the early release times will be for all of these activities. ~~School leadership teams shall be allowed to utilize up to two (2) conference early release days for professional development.~~

Alternative education program staff, in collaboration with ~~administrators~~ administrators, will have the opportunity to modify conference schedules to accommodate the needs of students and parents.

#### 5.1.3 Early Release Days

In addition to the above conferences and early release days, there will be two (2) early release days for grades K-8 and four (4) early release days for grades 9-12 on the last four (4) days of school. In the event that one of the four last days falls on Monday, the early release will be shifted seventy-five (75) minutes later.

## 5.2 Preparation Period

The District will provide preparation periods to personnel to enable goal setting, lesson and evaluation planning, and preparation of materials. A teacher is not required to supervise students during his or her preparation period. A preparation period shall be included within the framework of the student day, as state law allows. The time before and after the student day, and the duty-free lunch period do not count as provided prep time (except for prep time following seventy-five (75) minutes of Monday professional development time, prior to student arrival).

A preparation period for 1.0 FTE secondary personnel (which, for the purpose of this agreement means faculty working at the middle school and high school level, grades 5-12, except grade 5 at Yale School) shall be equivalent in time to one instructional period per day. For secondary staff with a less than 1.0 FTE schedule, the prep shall be prorated to the employee's FTE. Elementary staff (which, for the purpose of this agreement means faculty working at the primary and intermediate level, grades K-4, K-5 at Yale School) will have preparation time equal to the daily time their students spend in classes with general education instructional specialists, (225 minutes in a normal 5 day week with full instructional days of equal length).

If a teacher agrees to teach a scheduled class for a semester or for a year in place of his or her regularly scheduled planning period for a semester or for a year, that teacher's compensation will be .167 times the teacher's annual salary for the year (.083 per semester).

This compensation is for additional planning time outside the contract day. To meet the Washington State Auditor's requirements, teachers receiving this compensation must certify, on a District-provided form at the end of the semester, that this additional planning time has been completed.

## 5.3 Temporary Replacement Pay

Should any teacher upon the request of the principal or designee, forfeit his/her preparation period to teach a class, or watch students he/she shall receive an additional .167 of the employee's per diem ~~base~~-salary for high school and middle school or .10 of the employee's per diem ~~base~~-salary for an elementary period. The minimum time which will be reimbursed will be no less than the amount of employee preparation time.

## 5.4 Safe Working Conditions

The District will abide by OSHA & WISHA regulations. The Board will provide a clean and safe working environment.

The District shall maintain a list of job classifications where employees have reasonably anticipated exposure to blood or other potentially infectious material. The hepatitis B vaccine shall be provided at the district's expense to all employees identified as having risk of directly contacting blood or other potentially infectious material at work.

A certificated employee who feels at high risk may be covered by informing the superintendent. The District will reimburse the employee for the cost of the vaccines after the series of vaccines has been completed. The District may select the provider of the vaccines.

## 5.5 Class Size

Class size is of continuing concern to the Board and the teaching staff. In order to achieve the goal of reasonable and equitable class enrollments for employees, the administrator will consider the class size average when developing the class schedules, and the assignment of staff and students. If the review of workloads reveals an excessive workload for any certificated employee (one student over the maximum listed below, or significantly challenging workload due to impactful students), all parties concerned (including teachers, principals, an association representative and other administrators) will assist in determining an acceptable means of resolving the matter.

The following K-4 (5 at Yale School) ~~6~~-average class sizes and 57-12 daily student loads/class sizes shall apply as of the October 1st official count date. In the event the maximums are exceeded after October 1st, the District's first responsibility is to reduce class size without increasing costs. ~~The 7-12 daily student load numbers are inapplicable to music and P.E. courses. Classroom-based learning (CBL)-Diverse Support Program (at the K-4 levels)~~ students will not be counted in the numbers above if they attend less than half of the instructional student day.

The District, in collaboration with the Association, will determine which of the following Acceptable Means they have committed to for classes surpassing maximum numbers.

	<u>Desired</u>	<u>Maximum</u>	
K-1	<u>19</u>	23	students per class
2-3	<u>22</u>	25	students per class
4- <u>(5<sup>th</sup> at Yale School)</u> <del>6</del>	25	<del>28</del> <u>29</u>	students per class
		<u>27 in 2017-18, 26 in 2018-19</u>	
<u>57-12</u>	<u>28/150</u>	<del>32/150</del> <u>40</u>	<u>students in specific periods/all classes combined per day</u>
			<del>students in all classes combined per day</del>

### Special Education Case Load

<u>Life Skills/Diverse Support</u>	<u>14, 13 in 20167-178 and 12 in 20178-189</u>
<u>Resource Room</u>	<u>32</u>
<u>SLP</u>	<u>55</u>
<u>P.E. and Music K-4</u>	<u>30*</u>
<u>P.E. and Music 5-12</u>	<u>45*</u>

\*unless waived by the teacher.

Acceptable means of addressing overloads might include:

- A. transfer students to different classes to equalize loads;
- B. transfer employees (see Section 6.2 and 6.3 on voluntary and involuntary transfers);
- C. start new classes potentially including split grade level classes;

- D. assign paraprofessional aide time for the involved teacher; (one hour of paraprofessional aide time for each student over the maximum at K-64 (5 at Yale School) levels ~~or for 1 to 5 students over the daily load at secondary levels~~; for specialists, a paraprofessional will be assigned to assist once the class maximum has been reached, unless waived by the teacher;
- E. a stipend of ~~\$10.00~~ \$12.00 per K-64 student (5 at Yale School) or ~~\$2.00~~ \$3.00 per 57-12 student over the maximum per day; a stipend of \$12.00 per Life Skills/Diverse Support Program students per day; a stipend of \$4.00 per Resource Room student per day; a stipend of \$2.00 per SLP student per day;
- ~~F. substitute time for working within the building;~~
- F.G. building budgets will be adjusted semi-annually for enrollment growth or decrease.

Teachers will receive notice prior to the enrollment of a student being placed in a class.

Maximum average class sizes and daily loads may be waived by the district in cases of financial hardship, including but not limited to reduction or loss of local levy funds or a reduction of state support in excess of 4% of the district budget. A committee similar in makeup to the one in the first paragraph in this section shall convene to confirm that conditions warrant such waiver.

The provisions of this section do not apply to alternative education programs (e.g., Lewis River Academy and TEAM).

## **5.6 Playground Duty**

Elementary classroom teachers (K-4, K-5 at Yale School) will not be assigned playground or recess duty on any permanent, regular basis. In addition to the duty-free lunch recess, the district will provide one (1) 15-minute supervised recess daily for each regular elementary classroom teacher.

## **5.7 Secondary Class Preparations**

The District will limit the number of class preparations for secondary teachers who teach half-time or more in core academic departments of Language Arts, Social Studies, Mathematics and Science to no more than three (3) preps per semester, provided that when it is not possible district administrators will work with department staff and the Association, if requested by the employee, to equitably distribute the number of class preps among the qualified staff members in the department. Individual teachers may agree to waive the three (3) prep limit.

## **5.8 Pay Day**

Employees shall be paid on the last business day of each month. "Business day" is defined as any Monday through Friday weekday which is not a state holiday. In the event of an erroneous underpayment in excess of \$100, the District shall make repayment to the employee within five business days of discovery ~~of the~~ of the error. In the event of an erroneous overpayment in excess



of \$100, the individual and the District shall work out a reasonable repayment schedule. All errors of \$100 or less will be resolved in the next available pay warrant.

### **5.9 Method of Payment**

Monthly pay warrants shall be directly deposited into a bank account identified by each employee.

### **5.10 New Employee Mentoring Program**

When the State allocates funds to the District to establish an employee mentoring or beginning teacher assistance program, the District shall seek such funds and establish a program in accordance with legislative and/or regulatory guidelines.

## **ARTICLE 6. JOB OPENINGS**

### **6.1 Job Sharing**

The District will accept proposals for two employees with continuing contract status to share one position. The district reserves the right to approve or reject application. Applications will be accepted up to May 1st. The shared position will be designed in cooperation with the employee(s) and administration. The position will be developed in such a way as to cause the least disruption to students, as determined by the administration.

Both employees will be expected to attend staff meetings, open houses, parent-teacher conferences, and other supplemental activities where staff attendance is expected.

The District is not responsible for providing planning time for employees who are job sharing.

In order to cause the least interruption, when one employee is absent, the other employee will be encouraged to act as the substitute.

If the job share dissolves during the contract period, the remaining employee will be required to assume the entire position.

If the job share dissolves at the end of the contract year, the remaining employee will be offered the whole position. The two employees sharing a job have continuing contract rights only to that portion of the job they share.

Part time employees will be entitled to pay, benefits, and other contractual obligations, unless otherwise specified, in proportion to a full time equivalent employee.

All employees participating in job share placements will be notified of their assignment by May 15<sup>th</sup>. If the job share does not continue, each employee is only guaranteed a position in proportion to his or her full time equivalent. Both employees may apply for open positions. However, one of the employees can be assigned the full time position by the Superintendent.



## 6.2 Voluntary Transfers and Reassignments

Building principals shall retain the right to assign teachers to classes/subjects and grade levels within their building for which they are qualified. Requests by employees to transfer to a different class, building, grade, and/or position (including extra-curricular contracts) will be made in writing. Employees with most recent final summative evaluation scores of 1 (Unsatisfactory) or 2 (Basic) are not eligible for transfer.

~~For all openings or vacancies known prior to July 1 for the following school year, the District will notify staff electronically or in writing at least 5 days prior to posting outside the school district. All other postings will be posted in and out of district at the same time.~~

In-district applicants who apply for vacancies will be given first consideration, prior to any review of outside applications. Qualification standards applied to in-district applicants shall be the same as those applied to outside applicants. In-district applicants who are unsuccessful obtaining job openings shall be notified.

Vacancies which occur during the school year will be discussed with the appropriate building and district administrators to determine if the position can be filled by a current employee without disrupting the existing instructional program.

Vacancies that occur during the summer will be posted on the District website.

## 6.3 Involuntary Transfers

An involuntary transfer is defined as the unilateral transfer of an employee from one building site to another. Involuntary transfers shall be made following meetings with the teacher, an Association representative (if requested by the teacher), the principal, and the superintendent. Possible reasons for involuntary transfers may include the following: a change in the number of students which requires a change in the number of teachers per grade level or subject, elimination of program(s), or a more appropriate teaching assignment. If the transfer is for reasons other than class size or program changes, the need for the transfer will have been documented and have been discussed previously with the employee.

If a transfer becomes necessary, whenever possible the district shall actively seek volunteers prior to making any involuntary transfer. If an involuntary transfer is still necessary, the teacher with the least building seniority shall be transferred from the pool of equally qualified candidates. If there is a tie in building seniority, district-wide seniority shall be used as a tie-breaker. For “seniority,” years shall be measured using the rules applicable to the salary schedule. Prior to any involuntary transfer, the District shall meet with Association representatives to review the relevant circumstances and those employees who have been identified as equally-qualified candidates, and to explore any alternatives proposed by the Association. The District shall provide a building seniority list at this meeting.

Teachers who are transferred during the school year shall be allowed release time for preparation prior to the effective date of the transfer. The District shall provide assistance in the moving of the teacher's materials whenever a teacher is transferred.

No involuntary transfer shall be initiated for reasons that are punitive, arbitrary, capricious, or not based on fact.

#### **6.4 Traveling Teachers**

Teachers who are assigned to travel between buildings during the course of a school day will be compensated for 15 minutes of time (at per diem rate) per school day, to be paid monthly from the certificated additional time form.

Teachers who travel between buildings in accordance with the assigned duties may also claim mileage if using their personal vehicle.

Teachers who change buildings during the school year due to job assignment (e.g. Elementary Music/Elementary Art) will receive compensation equivalent to two days of pay due to packing up and setting up new classrooms during the school year.

### **ARTICLE 7. ABSENCES AND LEAVES**

#### **7.1 Compensated Leave**

##### **7.1.1 Illness, Injury or Emergency Leave**

Every employee holding a regular full-time position shall accrue a total of twelve (12) days per school year leave with pay for illness, injury and emergency. These days shall be front-loaded for employee use at the beginning of each school year. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic work week as to 35 hours. All of the unused days actually earned shall be added at the end of each year to the employee's sick leave reserve.

Accrued sick leave may be used to care for an employee's family as defined in RCW 49.12.265 and WAC 296-130.

A deduction at the rate of 1/180 of the employee's salary per day shall be made from the pay of an employee whose absence exceeds the number of days accumulated to his credit.

An employee who is absent more than five (5) consecutive working days with illness may be required to present a release from his/her doctor to his/her principal upon his/her return to work. An employee whose religious beliefs prevent him/her from seeing a physician may be excused by the district superintendent with prior approval. Application for prior approval must be filed within thirty (30) days of the employee's receipt of his/her contract.

Leave under this section shall be taken in half- or whole-day increments when a substitute teacher is required. Leave may be taken in hourly increments when leave occurs during a preparation

period or is voluntarily covered by another teacher or administrator for a period not to exceed 90 minutes.

Emergencies are defined as those situations that have clear and present elements of risk to health, life and property of an employee and/or his/her family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent him/herself from his/her duties for matters of bona fide necessity and not mere convenience.

### **7.1.2 Personal Leave**

Certificated staff may use up to five (5) days of their twelve (12) sick leave days per year as personal leave. These days may be used at the certificated employee's discretion. Personal leave must be requested three (3) days in advance unless it is an emergency situation.

Not more than three (3) of the certificated staff at any building should be granted use of personal leave on any one day unless the building administrator grants it in an emergency situation and the district can find qualified subs.

### **7.1.3 Sick Leave Buy Back**

The District shall offer a sick leave buy-back program in accordance with RCW 28A.400.210.

### **7.1.4 Bereavement and Life Threatening Family Illness Leave**

Leaves up to five (5) days for each occurrence shall be extended to an employee for the death of a member of his/her immediate family. (Immediate family shall include: father, mother, husband, wife, domestic partner, daughter, son, brother, sister, grandparent, grandchild or the same related by marriage, or a family member living in the same household.) An employee may request ~~an~~ additional two (2) days, which may be granted by the superintendent or designee for travel or for other extenuating circumstances. "Immediate family" may include bereavement for any other individual approved by the employee's supervisor upon request from the employee showing unique circumstances. This leave is in addition to personal sick leave. This leave may be extended without pay if necessary.

## **7.2 Leave of Absence**

An employee shall be entitled to request a part- or full-time leave of absence without pay. The request shall be in writing and shall include the reason for the leave and the duration of the proposed leave. The duration of a leave shall not exceed one (1) year. Leaves must be approved by the Board upon recommendation of the superintendent based upon the individual circumstances of the leave and the best interests of the District. If a request for a leave of absence is denied, the District will provide the employee with a written notice which will include the reasons for the denial.

The employee on leave must notify the employer of his/her intention to return by April 1<sup>st</sup>.

The employee requesting the leave will receive no salary or benefits for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. If

during the leave the employee gains additional ~~(a) educational increments and/or (b) teaching experience, then increments then~~ he/she will advance on the salary schedule accordingly.

The employee on leave will have the following benefits frozen: accumulated sick leave and retirement, ~~unless the employee acquires benefits through another teaching job.~~

To be eligible for this leave of absence, the employee must have completed three (3) years of teaching experience within the District.

Upon reinstatement, the employee is not guaranteed his or her previous position. The employee shall have the same right to apply for a position for which he/she is qualified, in lieu of the previous teaching position held. ~~The employee on leave must notify the employer of his/her intention to return by April 1.~~

### 7.3 Maternity Leave

A. Absence for reasons of disability due to pregnancy, miscarriage, abortion or childbirth ~~maternity~~ shall be granted according to law. The following ~~procedures~~ will be followed:

A1.- Notification: An employee shall notify the superintendent in writing of the expected date of birth of the child at least one month before that date.

B2.- Request for Leave of Absence: An employee, upon request, shall be granted a leave of absence from her position prior to the birth of a child, the exact date to be determined by the employee's physician.

B. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

A1.- An employee may use accumulated sick leave for any period of disability caused by pregnancy, miscarriage, abortion, childbirth and/or recovery therefrom.

B2.- The District may request a certification of ~~disability or~~ fitness for return to work under the same rules applicable to other uses of sick leave.

C3.- If sick leave is exhausted during the period of disability the employee will automatically be placed on leave of absence for the duration of the period without pay, as per section ~~7.4-7.5~~ Family Leave.

D4. Return: As soon as the employee's attending physician has indicated the date upon which she may return to work, the employee will notify the District as to that date immediately. When there are fewer than twenty (20) working days for the remainder of the school year, the employee may elect to take leave without pay for the remainder of the school year. The employee will be guaranteed a position for the ensuing school year.

~~5.~~ When an employee is seeking a leave of absence without pay for the purpose of maternity, she shall notify the district as to the following dates as soon as possible:

~~(1)a.~~ The anticipated due date of the baby's birth.

~~(2)b.~~ The anticipated length of physical disability.

~~Health benefit FTE will be reduced after 18 days (or 1/10<sup>th</sup> of the 180 day contracted school year) based solely on the period of any unpaid leave. Any such reduction will be prorated over the remaining months of the contract year.~~

~~Beyond the use of sick leave for the period of the employee's disability, up to five (5) days of accumulated sick leave may be used for the birth of a child and to care for a newborn child. The employee may also choose to use personal leave for this purpose.~~

#### ~~7.4. — Parental Paternity Leave~~

~~An employee may use up to five (5) ten (10) days of accumulated sick leave because of the birth of a child and to care for a newborn child, or because of the placement of the child with the employee for adoption or foster care. The employee may also choose to use an additional five (5) days of personal leave for this purpose. Granting of personal leave days shall not be subject to Personal Leave provisions see section 7.1.2.~~

#### ~~7.5 Family Leave~~

~~An employee is anyone who was employed by an employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52 weeks, excluding authorized leave or periods of time in which the employee does not report to work but has a continuing employment relationship and does not collect unemployment.~~

~~The District will require confirmation by a health care provider of the employee's need for family leave.~~

~~Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid during the leave.~~

~~An employee who plans to take family leave must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one working day of the beginning of the leave.~~

Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Any employee who works primarily in an instructional capacity who would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term.

An employee's seniority and health care benefits shall not be impacted by the employee's use of family and medical leave not to exceed twelve (12) weeks per year.

### **7.5.1 Family Leave in the Case of a New Child**

An employee, whether male or female, is entitled to twelve (12) work weeks because of the birth of a child, to care for a newborn child, or because of the placement of a child with the employee for adoption or foster care. This leave is unpaid and is in addition to maternity disability leave, parental leave, or leave to care for the mother or child if either requires health support. If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.

### **7.5.2 Family Leave in All other Cases**

Family leave may be taken: to care for a child or a spouse or parent who has a serious health condition, because of the employee's own serious health condition, qualifying exigencies from the foreign deployment of the employee's spouse, child or parent, or to care for a service member with a serious injury or illness if the service member is the employee's spouse, child, parent or next of kin. This leave will run concurrently with paid sick leave, if the leave qualifies for sick leave, for as long as the employee has a sick leave balance, after which leave becomes unpaid until the employee has used twelve (12) weeks of family leave.

**“Child” is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self-care due to a mental or physical disability. A “serious health condition” is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care of (b) continuing treatment by a care provider.**

An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee is anyone who was employed by an employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52

~~weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment.~~

~~The family leave may be taken: (a) because of the birth of a child and to care for a newborn child, (b) because of the placement of a child with the employee for adoption or foster care, (c) to care for a child or a spouse or parent who has a serious health condition, or (d) because of the employee's own serious health condition. If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave.~~

~~Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.~~

~~"Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care or (b) continuing treatment by a care provider.~~

~~The family leave shall be without pay for all or part of the leave. The employee may choose or the District may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid during the leave.~~

~~The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.~~

~~An employee who plans to take family leave must provide the District with the written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one working day of the beginning of the leave.~~

~~Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.~~

~~Any employee who works principally in an instructional capacity who would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.~~

~~Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term.~~



~~An employee's seniority and health care benefits shall not be impacted by the employee's use of family and medical leave not to exceed 12 weeks per year.~~

## 7.6 Jury Duty and Court Appearance Leave

Leave of absence shall be authorized for jury duty or under subpoena as a witness in court for school-related business. ~~The employee's salary while absent will be subject to deduction of the amount he/she receives for jury service or witness fee.~~ When an employee has been subpoenaed for non-school business, the leave will be without pay, unless the employee uses personal leave.

As soon as is practical after an employee has been notified that he/she is to appear for jury duty or has received a subpoena, he/she will inform the building principal of the date and hour he/she is to appear and provide a copy of the jury duty summons or subpoena.

## 7.7 Military Leave

Military leave shall be granted in accordance with statute.

## 7.8 Leave Sharing

~~Employees may, with the approval of the Superintendent or his/her designee, donate sick leave to another employee for sick leave purposes. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program. See RCW 28A.400.380.~~

### 7.8.1 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the following conditions as confirmed ~~determined~~ by the Personnel Office:

- A. The employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniformed services, which has caused, or is likely to cause, the employee to go on leave without pay or terminate the District employment;
- B. The employee's job is one which sick leave can be used or accrued;
- C. The employee's absence and the use of shared leave are justified;
- D. The employee has exhausted or will exhaust his/her sick leave;
- E. The employee has abided by District regulations regarding sick leave use; and
- F. The employee has diligently pursued and been found to be ineligible for time loss compensation under chapter 51.32 RCW (the chapter of the state Industrial Insurance Act entitled "Compensation--Right to and Amount").



Any employee who wishes to receive leave under this policy shall submit a request in writing to the personnel office. The District shall require the employee or his/her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

All forms of paid leave available for use by the recipient must be used prior to using shared leave.

No employee may use more than 522 days of donated leave during total district employment, unless approved by the Superintendent.

### **7.8.2 Donation of Leave**

An employee who has an accrued sick leave balance of more than twenty-two (22) days may request the Superintendent or his/her designee to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer shall not result in the donor's sick leave account going below twenty-two (22). All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program.

### **7.8.3 Computation of Leave Transferred**

Computation of leave transferred shall be as follows:

- A. Calculate the value of donated leave as days donated times donor's daily rate of pay.
- B. Convert to the value of shared leave by dividing the value of donated leave in #1 by the recipient's daily rate of pay.
- C. Once calculated, the leave is coded as shared leave and maintained separately from all other leave balances for the recipient.
- D. One (1) day of donated leave may cover more or less than one (1) day of the recipient's leave.
- E. The recipient will continue to be paid his/her regular rate of pay while on shared leave.

### **7.8.4 Return of Unused Leave**

Any shared leave not used by the recipient during each incident/occurrence as determined by the Superintendent or his/her designee shall be returned to the donor(s).

The shared leave remaining will be divided among the donor's on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's sick leave balance.

## ARTICLE 8. PROFESSIONAL DEVELOPMENT

### 8.1 Professional Meetings and Workshops

The Board of Directors shall encourage employees to actively participate in meetings of local, state and national professional organizations, including other school districts. The payment of employees' expenses incurred in attendance and the salary of the substitute shall be carried in the budget as an in-service education expense item. The staff members shall be reimbursed at the following rates: All of the registration fee, ~~re~~ received meals, lodging, ~~and~~ and travel expense.

Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

Requests for permission to attend professional meetings shall be approved by the principal and superintendent. ~~Out-of-state travel, with the exception of travel in the greater Portland, Oregon, area is subject to approval by the Board of Directors.~~

#### 8.1.1 Mileage

When ~~acting in accordance with assigned duties or when~~ requested to travel, and a district vehicle is not available, and the employee is required to use his/her personal vehicle, the employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District. Said rate shall be equivalent to the current IRS tax deduction for mileage.

### 8.2 Credits and Salary Advancement

Any class that meets the requirement of WAC 392-121-262 and is approved by the building principal on the District form will be automatically approved for advancement on the salary schedule. Employees are encouraged to have classes approved in advance to ensure classes will be accepted for advancement. Teachers shall maintain a current record of academic work in the District office. Transcripts shall be submitted to indicate completed courses. Credits from in-service training provided by the District shall apply as credits earned. State approved clock hours shall be treated the same as college credit at a ratio of ten clock hours to one credit.

The credit(s) must be earned prior to October 1<sup>st</sup>. An official grade slip must be on file in the superintendent's office by October 15<sup>th</sup>. No advancement on the salary schedule will be honored after this date. The college transcript must be on file by December 1<sup>st</sup>.

### 8.3 Compensation for Credits

- A. Staff members will be compensated for up to ~~\$500~~ ~~\$400~~ per school year for the cost of National certifications listed below, college credits and/or clock hours, conference registrations, professional memberships, and certification tests. Unused compensation will not carry over to subsequent school years. Compensation will be for the total cost of the credit/certification/conference/professional membership/certification test ~~including registration up to~~ ~~test up to~~ ~~\$400~~ ~~\$500~~ per year. Compensation will be made upon submission of proof of payment for the course, registration, membership, certificate test or credit. To access these funds, employees must either submit for reimbursement or provide notice to

the District office of an intent to do so prior to April 1<sup>st</sup>. The national certifications referenced above are National Board for Professional Teaching Standards, National Certified School Psychologist, National Certified School Counselor, Occupational Therapist Registered and the Certificate of Clinical Competencies in Speech-Language Pathology.

For credits, conference registrations, professional memberships, and certification tests to be eligible for compensation, the class, conference, membership, or exam ~~must exam must~~ deal with the employee's professional plan, developed with the building principal (see Section 11.5 and 11.7) and/or is a class, conference, membership, or exam that the employee and principal discern would enhance his/her curriculum or instructional proficiency above and beyond building goals. The professional plan is flexible, and may be revised during the school year to better reflect the employee's goals. This plan may state that an employee needs to take a class (or workshop, seminar, etc.) to deal with an area of concern.

- B. Employees may direct the entire ~~\$500 \$400~~ credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the ~~\$500 \$300~~ toward health insurance shall be made in writing no later than October 1<sup>st</sup> of each year.
- C. Between April 1<sup>st</sup> and May 31<sup>st</sup>, any funds under this section which are not committed by April 1 each year (either submitted for reimbursement or notice provided to the district office of an intent to do so) shall be available to employees who have already exhausted their ~~-\$500\$400~~. Each employee shall be entitled to claim up to ~~\$2,000\$1,600~~ in additional reimbursement for credits, clock hours, conferences, membership fees to professional organizations, or certification exams, or the national certifications identified in paragraph A above. Claims for registration costs of National Board Certifications identified above shall have priority over other class, conference, membership fees, or certification tests, or credit reimbursements. Claims for reimbursement must be submitted by May 31<sup>st</sup>. If there are insufficient funds for all reimbursement claims, the amounts shall be pro-rated equally for all claims. Amounts claimed for National Board registration/certification by candidates who do not submit for certification must be reimbursed to the pool of available dollars by the employee.
- D. Claims received after May 31<sup>st</sup> will be fulfilled if there are available funds, and on a first-come, first-served basis. Notice of intent to claim funds must be received by the District by June 30<sup>th</sup>. Total reimbursement for each employee will not exceed ~~\$2,000\$2500~~ in the same year.
- E. The Association shall approve any claims for reimbursement that are for costs beyond expenditures explicitly authorized in this section. Any funds under this section which are not committed by August 15<sup>th</sup> each year shall be added to the health care pool identified in Section 4.2 for the following school year.

## **8.4 Curriculum Pay**

Nothing in this section of the contract is meant to conflict with Section 5.1 Length of Work Day.

Required or district directed tasks that take place outside the contract day will be reimbursed at curriculum pay. Employees may, at their discretion, use employee directed optional days (Section 3.2) in lieu of curriculum pay. However, district directed instruction of students for which a supplemental contract is issued, such as for Summer School, shall be paid at per diem rate. Teachers will be informed how much curriculum time has been allotted to a project prior to being asked to volunteer. Teachers may request that curriculum pay be attached to a voluntary project prior to commencing the project. This does not include one building or district scheduled open house.

The curriculum pay rate is calculated by taking the annual salary of the twelfth (12th) year step on the BA+45 column, divided by 180, divided by 7 hours per day.

## **ARTICLE 9. EMPLOYEE RIGHTS**

### **9.1 Access to Personnel Files**

Employees or former employees shall have the right to inspect all contents of their permanent District personnel files, which shall consist of general personnel information, payroll, medical and confidential files, and such files be kept within the District Personnel Office. Employees shall also have the right to inspect the contents of employment references leaving the District.

Upon request, a copy of any documents contained therein shall be given to the employee, and the superintendent or official designee shall sign an inventory sheet verifying contents of the personnel file.

No secret, duplicate, alternate, electronic, or other personnel file which would constitute a second permanent personnel file shall be kept in the District.

A separate file for processed grievances or investigations shall be kept apart from the employee's permanent personnel file. Anything in these files may be inspected by the employee upon request, except for any privileged communications.

Any material not shown to and signed by the employee, or countersigned by a witness, within ten (10) working days after receipt of composition shall not be allowed as evidence in any disciplinary action against such employee. No evaluation, correspondence, or other material making reference to an employee's competence, character, or manner shall be placed in the permanent personnel file without the employee's knowledge.

An employee shall have the right to refute in writing any materials which may be judged by him/her to be derogatory to his/her conduct, service, character, or personality. The written response shall be made part of the employee's personnel file.

Derogatory statements shall not be included in the permanent file unless, within ten (10) days of receipt, the statements have been shown to the employee, discussed with him/her, and considered valid by the administrator. Both the administrator and the employee must sign the document to indicate this viewing and discussion has taken place.

This Agreement does not restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation. In such cases where the supportive data may be used in any disciplinary action, the individual will be notified within ten (10) working days of receipt or composition of said data.

An employee may request the removal of derogatory material, as identified by the employee, included in the employee's file for more than two (2) years from the date of entry.

## 9.2 Due Process

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee. Appropriately voicing opinions to a supervisor, asking questions, or disagreeing with an administrator shall not be considered just cause.

The District will offer the employee the option to have Association representation, to which they are intitledentitled, prior to any meeting which the administrator reasonably believes may lead to discipline. An employee shall be entitled to have present a representative of the Association during any meeting. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

The District agrees to follow a policy of progressive discipline (generally oral warning, written reprimand, suspension without pay, and terminationtermination), however, and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action and may start at a higher step when circumstances warrant.

Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee within ten (10) working days, unless it would interfere with an investigation, in which case the employee will be notified as promptly as reasonably possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. The District will provide documentation of the complaint upon employee request.

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

## 9.3 Formal Complaints

If any employee files a formal complaint, pursuant to the District's Resolution of Staff Complaints Policy, 5270, with the District, the employee shall be entitled upon request to a will receive a written response summarizing the District's response to the complaint.

## 9.4 Grievances

(1) GRIEVANCE DEFINITIONS - A claim by a certificated employee that there has been an event which is a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as described below. The grievance shall address itself to the specific provision(s) of the Agreement that is alleged to have been violated, misinterpreted, or misapplied. The purpose of this grievance procedure is to secure at the lowest possible administrative level a fair solution to grievances of certificated employees.

(2) GRIEVANCE PROCEDURES – The certificated employee shall file the grievance within ten (10) working days from the grievable event or when the certificated employee learned of the event, whichever is later. Prior to filing a grievance, an ~~informal~~ meeting shall be held between the principal or other appropriate supervisor and the certificated employee, who ~~may~~ will be accompanied by an Association representative. Either the employee or the supervisor may provide documentation of the ~~informal~~ meeting. If the grievance is not resolved at this meeting, formal grievance procedures may be instituted, within ten (10) days of the grievable event or when the certificated employee learned of the event, whichever is later.– However, disagreements not settled at this level do not automatically lead to formal grievances. If any individual certificated employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. Electronic communication is not an acceptable means to initiate a grievant's timeline.

(3) The grievant may invoke the formal grievance procedure by completing the form attached as Appendix X to this Agreement. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within ten (10) working days of the grievable event or ten (10) working days of the time when the grievant learned the grievable event occurred, whichever is later. If the grievance involves more than one school building, the form may be filed with the superintendent (or the representative designated by the superintendent).

(4) Within ten (10) working days of the receipt of the written grievance, the principal or appropriate supervisor shall give a written response to the grievant and the Association. The principal or supervisor ~~may~~ will ~~may~~ explain the written response in a meeting with the grievance chairman or Association representative, and/or the teacher. This meeting is not a necessary step in the grievance procedure.

(5) If the Association is not satisfied with the administrator's response to the grievance, the grievance may be given to the superintendent within five (5) working days of receiving the response. Or, if no response is received from the principal/supervisor within ten (10) working days of filing the grievance with him/her, the grievance ~~shall~~ will be given to the superintendent.

(6) Within ten (10) working days of receiving the grievance, the superintendent or his/her designee shall offer to meet with the grievance chairman or Association representative and/or the certificated employee.

(7) The superintendent shall give a written response to the grievance to the Association and the certificated employee within ten (10) days of the receipt of the grievance or five (5) working days of the meeting, whichever shall be later.

(8) If the employee is not satisfied with the superintendent's decision above, the employee and the Association representative or WEA's Grievance Committee may file an appeal in writing with the Board of Education within five (5) working days after receiving the decision.

(9) After receipt of the appeal, the Board shall meet with the aggrieved employee and the Association representative or Grievance Committee for the purpose of resolving the grievance. The hearing shall be conducted in executive session at the next regularly scheduled Board meeting or workshop session.

(10) A written response describing the Board's decision regarding the grievance shall be given to the certificated employee and the Association within ten (10) working days.

(11) If the Association is not satisfied with the Board's disposition of the grievance, or if no meeting (as described in 9.4.9 above) or written response has been made within the time frame above the grievance may be submitted before an impartial arbitrator, at the option of the Association. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) working days of receipt of the written response or within ten (10) days of the first Board meeting after submitting the appeal if no meeting was held with the grievant. If the parties cannot agree on the arbitrator within ten (10) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. These rules shall also govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

(12) SCHEDULING OF GRIEVANCE AND ARBITRATION HEARINGS - All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. No certificated employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

(13) ARBITRATION COSTS - Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

(14) JURISDICTION OF THE ARBITRATOR - The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitration issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitration issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the grievance prior to having heard the merits of the grievance.

(15) The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award.

(16) TIME LIMITS - The time limits provided in this Procedure shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance



within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

(17) CONTINUITY OF GRIEVANCE - Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

## **ARTICLE 10. PROCEDURE FOR REDUCTION IN FORCE**

### **10.1 Procedures**

- A. The effect upon the students in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of the program reductions upon students.
- B. The severance of certificated personnel will be minimized to the extent practicable.
- C. Where revenues are categorical and depend on actual expenditures rather than budgeted amount, every effort will be made to maintain these programs to the limit of this categorical support. ~~—~~ (e.g., special education, career & technical education, federally supported programs, etc.).
- D. In its efforts to retain as much of the basic educational program as the District's financial resources will permit, the Board of Directors will consider reduction in expenditures, including but not limited to the following: field trips, activity programs, supplies and materials and equipment, ancillary service and personnel.
- E. It is recognized that individuals or groups may wish to donate funds for all or part of a program to be reduced, modified, or eliminated. The District will not accept any donation restricted to the support of a particular sub function. Donations which are unrestricted as to the use may be accepted by the District.
- F. The procedures described in this Article shall not apply to provisional employees as defined in RCW 28A.405.220, and the contracts of such employees may be nonrenewed for financial or other reasons as authorized by law. These procedures also shall not apply to the nonrenewal of any employee hired under the provisions of RCW 28A.405.900 (retire/rehire or leave replacement).
- G. Prior to issuing any non-renewal notices under this Article, the District shall send a written notice to employees announcing its intention to reduce the work force through a layoff, and announcing that employees can offer to be among those included in the layoff in accordance with the following conditions:
  - 1. There shall be no coercion applied for employees to volunteer for layoff.



2. Any employee who volunteers for layoff shall sign a written waiver of any and all rights to contest the layoff under RCW 28A.405 and/or the collective bargaining agreement.
  3. From among the volunteers, the District shall select the employee(s) whose layoff would prevent the involuntary layoff of another employee.
  4. The District shall issue a non-renewal notice to employees who volunteer for layoff in accordance with state law.
  5. The parties enter into this agreement under the assumption that volunteers for layoff will be allowed to collect unemployment insurance in the same manner as employees involuntarily laid off under WAC 192-150-100 and the District shall not contest the unemployment claims of such volunteers.
- H. The school district shall determine the total number of certificated staff leaving the district for reasons of retirement, family transfer, normal resignations, discharge or nonrenewal, voluntary layoff, etc., and these vacancies shall be filled from the existing staff insofar as possible.
- I. The determination of personnel to be retained (over and above A-B listed above) shall be made primarily on the basis of those most qualified to conduct the reduced educational program.
- J. Vacant positions shall be filled by those fully certificated teaching personnel within the District who have adequate academic preparation and experience fitted to that particular assignment or who may attain adequate preparation prior to the opening of school in the fall. The following is the criteria for the determination of those most qualified to conduct the reduced educational program:
1. Certification: Possession of an appropriate valid Washington State Certificate for the particular position being filled.
  2. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retain position:
    - a. Elementary employees will be considered for retention in one category (~~K-6~~for employees with a K-8 elementary certificate). (Elementary employees shall include classroom teachers, elementary librarians).
    - b. Secondary employees (7-12for employees with subject area endorsements) will be considered for retention by teaching specialties (such as science, math, K-12 music, social studies, language arts, art, business education, physical education and health, individual languages, i.e., French, Spanish).
    - c. Other non-supervisory employees will be considered for retention according to their specialties which will include counselors, librarians,

special education personnel (psychologists, communications disorder specialists) and nurses.

- d. Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s).
3. Selection within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories if they are ~~considered “highly qualified”~~ certificated and endorsed for such position. ~~under federal law.~~
4. Q Value: In the event that there are more qualified employees than available positions in a given category or specialty, the employee with the highest value for "Q" will be retained.

$$Q = A + B + C + D$$

A = 3 points for each year of professional experience in Washington state

B = 3 points for being a National Board Certified Teacher, National Certified School Psychologist, National Certified School Counselor, Occupational Therapist Registered and holding an ASHA Certificate of Clinical Competence in Speech-Language Pathology.

C = points for additional credits/clock hours/degrees:

- BA+15 = 1 point
- BA+30 = 2 points
- BA+45 = 3 points
- BA+90 = 5 points
- BA+135 = 7 points
- MA+0 = 9 points
- MA+45 = 11 points
- MA+90/PhD = 13 points

D = 1 point for each year of professional experience outside Washington state.

Years and credits/clock hours/degrees in the Q formula above shall be measured using the rules applicable to salary schedule placement, and counted as of the date necessary to qualify for placement on the current year's salary schedule.

5. ~~Ties: In case of a tie in Q values, the one with the most years of Washington state experience as measured by rules applicable to the state salary schedule will be retained. If a second tie breaker is necessary, the employee with the total number of credits beyond a BA, as reported by the date necessary for salary schedule credit, will be retained.)~~ Ties: In case of a tie in Q values, the one with the most years of Washington State experience as measured by rules applicable to the state salary schedule will be retained. If a second tie breaker is necessary, the employee with the total number of credits beyond a BA, as reported by the date necessary for salary schedule credit, will be retained. If a third tie breaker is necessary, the one with the

highest final summative evaluation rating (4,3,2,1) on the most recent comprehensive evaluation will be retained.

6. Seniority List: A “seniority list” with employees listed in order of Q values as defined above shall be published annually by January 1<sup>st</sup> each year. Employees may submit corrections to this list on or before January 15<sup>th</sup>, and a final list shall be published by February 1<sup>st</sup>.
  7. Recall Procedures: In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall recall certificated employees according to the preceding criteria.
- K. The Board of Directors shall review the recommendation of the superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law.
- L. All certificated employees who receive notice of probable cause of non-renewal or discharge of their contracts will be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any vacancy the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool until September 15<sup>th</sup> of two consecutive school years and will be placed on the substitute teachers' list for the following two school years (e.g. an employee laid off in May 2009 remains in the recall pool until September 15, 2011, and shall be on the substitute list for the 2009-10 and 2010-11 school year). Employees recalled to a position will be sent a letter by certified or registered mail and will have five calendar days to respond after receipt. The failure to accept the position within those five (5) days shall result in the employee being dropped from the employment pool.

## ARTICLE 11. CERTIFICATED STAFF EVALUATION

We believe the ultimate goal of all measures should be to improve teaching and learning. We believe that professional conversation is the most powerful approach to promote teacher learning, and that these conversations must be grounded in an instructional framework that informs and identifies effective practices that improve student learning. Regular reflective conversation about practice requires us to understand, analyze and respond to student learning in the classroom.

Therefore, teacher evaluations should:

Focus on learning

Support growth

Guide instruction

Be a collaborative process between teachers and administrator

Certificated classroom teachers and education staff associates holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this policy. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1<sup>st</sup> and shall be given until May 1<sup>st</sup> to demonstrate improvement in his/her areas of deficiency.

### **11.1 Responsibility For Evaluation**

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by the principal of one of the schools. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.

Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

### **11.2 Required Evaluations**

- A. All employees newly employed by the School District shall be observed for the purposes of evaluation for at least thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
- B. All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed not later than June 1<sup>st</sup> of the year in which the evaluation takes place.
- C. After an employee has four (4) years of satisfactory evaluations under section 11.3 of this article, a ~~short~~ focused form of evaluation may be used by mutual agreement between the evaluator and the employee.
- D. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- E. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- F. If an evaluator is not available to complete an employee(s) evaluation, the District will train the interim-evaluator. The interim evaluator will complete most evaluations with the support of the Assistant Superintendent. In special circumstances, other principals or administrators will complete the evaluations. In each case, the Association will be notified to ensure confidence in the evaluation process.
- G. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15<sup>th</sup>. As discussed in the following sections, whenever possible the supervisor's concerns will have previously been discussed with the employee, and suggestions for improvement will have been made.

H. Long-term Substitutes: Long-term substitutes will be observed for thirty minutes twice in the first thirty days of an assignment. If the substitute remains in the position more than thirty days, he/or she shall be evaluated.

### **11.3 Definitions**

#### **11.3.1 Teaching Criteria**

One of the eight (8) state defined categories to be scored. The state evaluation criteria are:

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

#### **11.3.2 Evaluator**

A certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state and federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

#### **11.3.3 Evidence**

Examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric, including valid evidence presented verbally in professional discussion between the certificated teacher and his/her evaluator. Evidence should be gathered from the normal course of employment and directly related to the performance of teaching duties.

#### **11.3.4 Unsatisfactory**

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

### **11.3.5 Student Growth**

Data taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two (2) points in time shall not be used to calculate a teacher's student growth criterion score.

### **11.3.6 Instructional Framework**

The adopted evidence-based instructional framework developed by Danielson and approved by OSPI.

### **11.3.7 Comprehensive Evaluation**

A teacher on comprehensive evaluation shall be evaluated using all eight state criteria as well as student growth. A comprehensive summative evaluation cycle shall begin with the first contract day and conclude no later than May 30th of the school year.

### **11.3.8 Focused Evaluation**

A teacher on focused evaluation shall be evaluated on one of the eight criteria. Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If criterion 1, 2, 4, 5, 7 or 8 is selected, the evaluator will use student growth rubrics from criterion 3 or 6.

### **11.3.9 Professional Growth Activity or Goals**

The teacher's intentional focus, during the focused evaluation process, on a specific criterion within the evaluation framework.

## **11.43 Observation Procedures**

### **11.43.1 Minimum Observations**

During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. A minimum of one formal observation for a total observation time of thirty (30) minutes shall be required. Total formal and informal observation time for each employee for each school year shall be not less than sixty (60) minutes. Employees in their third year of provisional status shall be observed three (3) times for not less than ninety (90) minutes.

\*Evaluators will refer to the Danielson support documents that address classroom settings outside the general ~~education~~education program.

### **11.43.2 Formal Observations**

Prior to the required thirty (30) minute formal observation, the employee and the supervisor shall meet to discuss the goals for the observation. Following the formal ~~observation~~observation, the principal or other supervisor shall prepare a written report, including the date and the start and end

time of the observation, and give a copy to the employee within five (5) days after the observation. Within eight (8) working days of the formal observation, a meeting shall be held between the principal or supervisor and the employee to discuss the report. Formal observations shall be completed before May 15<sup>th</sup> of each school year.

### **11.43.3 Additional Observations**

In addition to observations for the Required Evaluations (~~9-211.2~~) the principal or other supervisors may make observations at any time during the school year. Evidence, Suggestions or comments about the additional observations will be made available to the employee in a written report, as described above, if the information may be used in the final evaluation. The employee or the supervisor may request a meeting to discuss the observation and report.

### **11.4.4 Location**

Observations do not have to be in the classroom. Department or collegial meetings may be used for a Formal Observation.

### **11.54 Evaluation Procedures – Comprehensive Long-Form**

The evaluation process will be used as one tool for improving the employee's professional performance.

- A. A comprehensive evaluation must be completed at least once every four (4) years. A teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or evaluator. The following categories of classroom teachers shall receive an annual comprehensive evaluation: classroom teachers who are provisional employees; any classroom teacher who received a summative evaluation performance rating of Level 1 or Level 2 in the previous school year. All employees will receive an annual evaluation prior to June 1st each year. The employee may be evaluated using the Professional Growth Model or the Summative Evaluation/Professional Plan.
- B. Each employee will self-assess themselves using an agreed-upon self-evaluation form. The teacher shall determine a student growth goal for Components 3.1, 6.1 and 8.1. These goals may be related to one another. Each employee will meet with his/her supervisor to discuss and/or refine the goals for the year no later than January 31st, complete the appropriate evaluation form. The form will include the employee's professional goals for the school year, agreed upon by the employee and the supervisor.
- C. Pre-observation conference: A pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. Prior to the supervisor's completion of the annual evaluation, the employee will be given access to the evaluation rubric for self-evaluation and reflection. The self-assessment will be discussed by the employee and evaluator prior to completion of the annual evaluation.
- D. Mid-year check: The employee and evaluator shall hold a mid-year check to discuss the following: the teacher's self-rating on all evaluated criteria and components, the administrator's preliminary rating on all evaluated criteria and components, submission of



any additional evidence the teacher would like the evaluator to consider, student growth goals, data, and progress toward meeting those goals.

- ~~D.E.~~ An employee may submit artifacts or evidence of professional performance to his or her evaluator at any time and the evaluator may request additional observation or evidence in order to obtain sufficient evidence in support of a final summative evaluation. If evidence, or lack of evidence, indicates a teacher is Unsatisfactory or Basic, the evaluator and teacher shall agree on means for demonstrating improvement through artifacts or observation. ~~If the employee disagrees with the results of an evaluation, the employee may submit a rebuttal or evidence of professional performance which will be attached to the evaluation and may result in the change of rating.~~
- ~~E.F.~~ If the employee disagrees with the results of a summative evaluation, the employee may submit a rebuttal or evidence of professional performance which will be attached to the evaluation and may result in the change of rating. The employee will be provided with a copy of the evaluation report within three (3) days after the report is prepared. The employee will sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not necessarily indicate that the employee agrees with the content of the evaluation report. If the employee chooses he/she may attach a rebuttal to the evaluation.
- ~~F.G.-~~ Each evaluation report required under 11.2 (Required Evaluations) shall be promptly forwarded to the School District personnel office for filing in the employee's personnel file. Evaluation reports other than those required under 11.2 (Required Evaluations) shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation. If either party includes the evaluation in the personnel file, it shall be within a reasonable time, not exceeding fourteen (14) days.
- ~~H.~~ Teachers on special assignments (TOSAs) shall not be asked or expected to evaluate other classroom teachers nor provide evidence regarding teacher performance. TOSAs may, as appropriate to their coaching role, provide suggestions and feedback to employees regarding professional practice and the evidence of that practice as it relates to the evaluative rubric. Teachers may elect to submit evidence gathered by a TOSA to the evaluator for consideration in the summative evaluation.
- ~~G.I.~~ Prior to a Summative Evaluation rating of Basic (1) for all teachers~~Approaches Standard~~ or Unsatisfactory (2) for teachers with more than five years' experience, the building principal will meet to discuss the perceived deficiencies with the employee. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. Such mutually-agreed plans will begin the following school year for evaluations completed after May 1<sup>st</sup>. In connection with the development of such a plan, consideration should be given to utilizing the services of



available resource persons to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the employee may request a meeting with an association representative, the principal, and the superintendent to prepare an improvement plan for the employee. This plan recognizes that correction of deficiencies may require a regular assistance from a variety of sources.

### **11.6 Evaluation Procedures-Focused Form**

Focused evaluations of employees must include, at a minimum, the following: one (1) of the eight (8) state criteria; the selected criterion must be approved by the employee's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention; the evaluation must include an assessment of the criterion using the Danielson instructional framework rubrics and the OSPI approved student growth rubrics (more than one measure of student growth data must be used in scoring the student growth rubrics); the focused evaluation will include the student growth rubrics of the selected criterion (if criterion 3 or 6 is selected, the evaluator will use that student growth rubric, if criterion 1, 2, 4, 5, 7 or 8 is selected, the evaluator will use criterion 3 or 6 student growth rubrics); a summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

### **11.57 Evaluation Procedures—Short Form Scoring Methodology**

- A. The short form of evaluation shall include either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in section 11.6 of this article and at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. The evaluation forms in Appendix 3A or 4A may be used for the short form evaluation. For comprehensive evaluation, the teacher shall receive a summative score of 1 (unsatisfactory), 2 (basic), 3 (proficient), or 4 (distinguished) for each of the eight state criteria. Within each criteria are components, whose purpose is to aid the evaluator in determining the overall criterion score. The component scores shall be used holistically by the evaluator to determine the criterion score based on a preponderance of evidence.
- B. The long form evaluation process set forth in section 11.4 of this article shall be followed at least once every three years. The sum of the eight (8) criterion scores shall determine the employee's summative rating, following the scoring bands established by OSPI: 8-14, Unsatisfactory; 15-21, Basic; 22-28, Proficient; and 29-32, Distinguished.
- C. The short form evaluation process may be used only with mutual agreement of the employee and evaluator. Student growth ratings shall be arrived at by referring to the state student growth rubrics SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The sum of these five scoring rubrics shall be used to determine a teacher's summative student growth rating as established by OSPI: 5-12, Low; 13-17, Average; and 18-20, High.
- D. The employee or evaluator may require that a long form evaluation be conducted in any given school year. For a focused evaluation, the employee score will be assigned using the

summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice in the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

E. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.

~~E. The employee or evaluator may switch to a long form evaluation during the evaluation period.~~

~~F. The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory or probable cause for the non-renewal of an employee's contract.~~

## **11.68 Evaluation Criteria For Educational Staff Associates (ESA)**

### ~~11.6.1 For Teachers~~

~~The evaluation categories and performance indicators applicable to all certified teachers are contained in Appendix 2. These categories are designed to assist the staff member and the evaluator in defining the goals of teaching as well as to evaluate performance.~~

### ~~11.6.2 For Educational Staff Associates (ESA)~~

Educational staff associates (ESA) include counselors, Media Specialists, speech pathologists~~home school counselors, communication disorder specialists~~, school psychologists, nurses, social workers and occupational and physical therapists. The following six (6) categories for evaluation are applicable to ESA staff. The specific criteria under each category may not be applicable to an individual ESA staff member.

These categories are designed to assist an ESA staff member and the evaluator in defining the goals of an ESA staff member as well as to evaluate performance. Goals are to be established from the following six (6) categories:

A. Knowledge and Scholarship in Special Field: The ESA staff member demonstrates a depth and breadth of theory and content in his/her specialized field by:

1. Exhibiting an ability to explain his/her use of various specialized procedures;
2. Demonstrating knowledge of the basic principles of human growth and development;
3. Relating and applying knowledge, research findings and theory derived from his/her discipline to develop a program of services;

B. Specialized Skills: The ESA staff member demonstrates competency (knowledge and skill) in designing and providing specialized service by:

1. Designing and conducting a program specific and unique services within his/her discipline;
2. Synthesizing and integrating testing and non-test data concerning the student which:
  - a. Helps the student to use such data;
  - b. Helps others involved with the student understand and use such data in working with the student; and
  - c. Helps other specialists by providing case study material.
3. Administering assessment procedures or organizing and assisting those who will administer assessment procedures; and
4. Assisting staff and administrators to utilize specialized information into the regular curricular program.

C. Management of Special and Technical Environment: The ESA staff member demonstrates competency (knowledge and skill) in organizing the elements necessary to deliver specialized services by:

1. Selecting and recommending testing and non-test devices, materials and equipment appropriate to student needs;
2. Demonstrating knowledge of limitations and restrictions of testing and non-test devices, materials and equipment;
3. Using comparative and interpretive data; and
4. Creating an environment which provides privacy and protects students and family information as mandated by federal and state regulations.

D. Professional Preparation and Scholarship: The ESA staff member exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

1. Obtains at least three (3) college credit hour equivalent each year in his/her specialty, and/or participates in the equivalent of four (4) days of workshops sponsored by professional organization, and/or in in-service activities, and/or in teaching resource teams, previously approved by his/her principal and/or superintendent.
2. Considers abilities and present performance levels of students in planning.
3. Establishes immediate and long range objectives.

4. Prepares effective plans to meet objectives.
5. Plans for evaluation in lessons and units and utilizes the results in planning subsequent lessons.
6. Provides adequate plans for a substitute teacher.
7. Possesses and demonstrates knowledge of subject area.

E. Effort Toward Improvement When Needed: The ESA staff member demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence by:

1. Participating in in-service and career development activities sponsored by the district, Educational Service District and professional organizations;
2. Keeping informed on current trends, tendencies and practices in his/her field, using professional organizations and publications as sources;
3. Responding to suggestions and recommendations included in periodic and annual staff evaluations; and
4. Acknowledging personal and professional limitations (e.g., makes referrals).

F. Professionalism: The ESA staff member demonstrates behavior appropriate to the teaching profession.

1. Maintains a professional working relationship with District administrators.
  - a. Uses proper channels.
  - b. Discusses problems at appropriate times.
  - c. Supports administrative decisions.
  - d. Keeps building principal informed of potential problems and curriculum needs.
2. Contributes to a favorable working environment among colleagues.
3. Displays an appropriate working relationship with non-certificated staff.
4. Communicates with parents in a professional manner.
5. Maintains proper professional behavior before students, both in and out of the classroom.
  - a. Does not discuss colleagues in negative manner,
  - b. Does not show or discuss private communications,
  - c. Does not discuss faculty business,
  - d. Does not discuss inappropriate aspects of personal life.

### **11.96.3 Evaluation Forms**

Evaluation forms to be used with employees under this agreement are contained in Appendices 3A and 3B.

### **11.107 Unsatisfactory Evaluations - Probation**

#### **11.107.1 Supervisor's Report**

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent on or before January 20<sup>th</sup>. The report shall include the following:

- A. The evaluation report prepared pursuant to the provisions of paragraph 11.2 (Required Evaluations).
- B. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

#### **11.107.2 Establishment of 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 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 notice 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 area of deficiency.

#### **11.107.3 Evaluation During the Probationary Period—**

- A. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
- B. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of 11.4 (Evaluation Procedures) B and C shall apply to the documentation of evaluation reports during the probationary period.

- C. The probationary employee may be removed from probation prior to May 1<sup>st</sup> or at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

#### **11.710.4 Supervisor's Post-Probation Report**

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

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

#### **11.107.5 Action by the Superintendent**

Following a review of any report submitted pursuant to 11.6 (Supervisor's Post-Probation Report), the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15<sup>th</sup> pursuant to the requirement of RCW 28A.67.070.

#### **11.10.6 Non-Renewal for Provisional Employees**

Before non-renewing a provisional employee for an unsatisfactory evaluation, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies.

### **~~11.8 PROFESSIONAL GROWTH MODEL~~**

**~~A. — THE PROCESS INVOLVED IN THE PROFESSIONAL GROWTH MODEL IS INTENDED TO ENABLE SUPERVISORS AND TEACHERS, WHO MEET THE QUALIFYING CRITERIA, TO FOCUS THEIR COLLABORATIVE ENERGIES ON~~**

~~IMPROVING TEACHING SKILL IN AN ARTICULATED, MUTUALLY DEVELOPED,  
AND COOPERATIVE PROCESS.~~

~~B.—— ENTRY LEVEL CRITERIA~~

~~1.—— TEACHERS MUST HAVE THREE YEARS EXPERIENCE IN THE  
WOODLAND SCHOOL DISTRICT.~~

~~2.—— THE TEACHER MUST HAVE HAD TWO CONSECUTIVE YEARS OF  
SATISFACTORY EVALUATIONS, AND HAVE THE PRINCIPAL'S  
RECOMMENDATION.~~

~~C.—— APPLICATION PROCEDURE~~

~~1.—— TEACHERS WHO HAVE SATISFACTORILY MET THE ENTRY LEVEL  
CRITERIA CAN APPLY IN WRITING FOR THE PGM TO THEIR BUILDING  
PRINCIPAL BY APRIL 15.~~

~~2.—— THE PRINCIPAL, IF HE/SHE DOES NOT AGREE THAT THE TEACHER  
SHOULD BE PLACED ON THE PGM, WILL PROVIDE THE TEACHER WITH A  
WRITTEN RESPONSE STATING THE DEFICIENCIES AND EXPECTED  
OUTCOMES THAT WOULD BE NECESSARY FOR APPROVAL.~~

~~3.—— THE TEACHER HAS THE RIGHT TO APPEAL THE DECISION FIRST TO  
THE PRINCIPAL, THEN TO THE SUPERINTENDENT. HOWEVER, THIS DECISION  
IS NOT GRIEVABLE.~~

~~D.—— EVALUATION REQUIREMENTS~~

~~1.—— ACCORDING TO LAW, THE PRINCIPAL WILL OBSERVE EACH TEACHER  
A MINIMUM OF 30 CONTINUOUS MINUTES AND A MINIMUM OF 60 TOTAL~~

~~MINUTES. THE PRIMARY PURPOSE OF THESE OBSERVATIONS SHALL BE TO COLLECT MEANINGFUL DATA FOR FEEDBACK ON THE TEACHER'S GOALS.~~

~~2. THE PRINCIPAL MAY DROP IN INFORMALLY OR SCHEDULE OBSERVATIONS IN ADVANCE.~~

~~3. THE PRINCIPAL WILL COMPLETE A SHORT FORM EVALUATION REPORT TO BE SIGNED BY THE TEACHER. A COPY WILL BE SENT FOR THE SUPERINTENDENT'S REVIEW AND PLACED IN THE TEACHER'S PERSONNEL FILE.~~

~~E. REMOVAL FROM PROGRAM~~

~~1. NORMALLY, A TEACHER WOULD BE IN THE PGM PROCESS FOR TWO YEARS. HOWEVER, IF A TEACHER'S PERFORMANCE IS OF SUCH CONCERN THAT HE/SHE IS PLACED ON PROBATION, THE TEACHER WILL BE REMOVED FROM THE PGM AND FOLLOW THE PROBATIONARY EVALUATION SYSTEM AS OF FEBRUARY 1ST OF EACH YEAR.~~

~~2. AFTER TWO YEARS ON PGM, A TEACHER MUST RETURN TO THE STANDARD EVALUATION PROCESS AS PER SECTION 9.2 OF THIS CONTRACT FOR A MINIMUM OF ONE YEAR.~~

~~F. FUNDING. PGM PLANS MAY INCORPORATE SUCH DISTRICT FUNDS AS CREDIT REIMBURSEMENT AND INSTRUCTIONAL IMPROVEMENT PROJECTS~~



~~WITHIN EXISTING CONTRACT LANGUAGE AND/OR BUILDING BUDGETS.  
HOWEVER, NO SPECIFIC FUNDS ARE SET ASIDE FOR PGM PLANS.~~

~~11.8.1 PROFESSIONAL GROWTH MODEL FORMS~~

~~PROFESSIONAL GROWTH MODEL FORMS FORMS TO BE USED WITH  
EMPLOYEES UNDER THIS AGREEMENT ARE CONTAINED IN APPENDICES 4A,  
4B AND 4C.~~

**ARTICLE 12 EMPLOYEE COMPENSATION**

**Section 12.1 Base Salary Schedule**

All employees will be paid salaries based on the state Salary Allocation Model (SAM) with placement on this schedule determined by state regulations for degrees, credits and years of experience. The version of this schedule which is current on the first day this contract is in effect is printed as Appendix 1A. In accordance with state salary compliance laws (RCW 28A.400.200), employee salaries will be adjusted by any changes in this schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this \_\_\_\_\_ day of September, 2009.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

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## **APPENDICES**

**APPENDIX 1A: Base Salaries for Certificated Instructional Staff**

\*\*\* Education Experience \*\*\*

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
------------------	----	-------	-------	-------	-------	--------	----	-------	-------

0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,145	38,170	39,215	42,461*	44,519	43,277	46,523	48,581

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
1	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,833	41,020	43,004	41,731	44,818	46,802
3	35,393	36,343	37,329	38,337	41,518	43,549	42,164	45,243	47,276
4	35,834	36,826	37,818	38,864	42,064	44,110	42,618	45,718	47,765
5	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
6	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
9		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10			43,635	45,247	48,524	50,913	48,724	52,003	54,390
11				46,772	50,121	52,557	50,249	53,599	56,034
12				48,249	51,761	54,269	51,835	55,238	57,748
13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16 or more					57,693	60,535	57,731	61,447	64,174

## Appendix 1A: 2014-2015 Salaries For Certificated Instructional Staff

Years of Service	*** Education Experience ***								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
1	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,933	41,020	43,004	41,731	44,818	46,802
3	35,393	36,343	37,329	38,437	41,518	43,549	42,164	45,243	47,276
4	35,834	36,826	37,818	38,964	42,064	44,110	42,618	45,718	47,765
5	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
6	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
9		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
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13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16 or more					57,693	60,535	57,731	61,447	64,174

**APPENDIX 1B: Extracurricular Salary Schedule**

<u>POSITION</u>	<u>SALARY</u>
Secondary Choir.....	\$2,500
Secondary Band .....	\$5,000
<u>High School Annual.....</u>	<u>\$2,500</u>
<u>Middle School Annual .....</u>	<u>\$1,250</u>
<u>Intermediate School Annual .....</u>	<u>\$400</u>
<u>Middle School Newspaper .....</u>	<u>\$400</u>
<u>High School Newspaper .....</u>	<u>\$500</u>
<u>Freshman Class Advisor .....</u>	<u>\$500</u>
<u>Sophomore Class Advisor.....</u>	<u>\$1,000</u>
<u>Junior Class Advisor .....</u>	<u>\$1,000</u>
<u>Senior Class Advisor.....</u>	<u>\$1,000</u>
<u>National Honor Society Advisor.....</u>	<u>\$1,000</u>
<u>Lego Robotics .....</u>	<u>\$1,000</u>
<u>Science Olympiad (MS).....</u>	<u>\$1,000</u>
<u>Drama.....</u>	<u>\$4,000</u>
<u>Yale Additional Responsibilites .....</u>	<u>\$4,000</u>
<u>Yale School.....</u>	<u>\$4,000</u>
<u>(including responsibilities for not having an on-site administrator)*</u>	
<u>Woodland K-1 Pool to be used to support K-1 Extracurricular Activities* .....</u>	<u>\$3,000</u>
<u>Woodland 2-4 Pool to be used to support 2-4 Extracurricular Activities* .....</u>	<u>\$4,500</u>
<u>Woodland Middle School Pool to be used to support 5-8 Extracurricular Activities.....</u>	<u>\$14,500</u>

Woodland High School Pool to be used to support 9-12 Extracurricular Activities.....\$18,500

\*Use of pool dollars to support building extracurricular programs, clubs, and activities are to be determined by each Building Leadership Team. Excess funds that go unused at the end of each academic school year will be allocated to the building budget for the next year to be earmarked for the Building Leadership Team to expend on behalf of students.

**APPENDIX 1C: Extra Duty Pay Schedule**

Members of the represented certificated staff who are requested by their supervisor or designee to supervise or assist with extra-curricular events outside the work day, except for open house nights and other similar events, and who do not have an extra-curricular contract pertaining to that event, shall be compensated, per event, according to the following schedule:

<u>POSITION</u>	<u>SALARY</u>
High School Dances.....	\$40
Middle School Activity.....	\$40
High School Sports .....	\$40
High School Prom and Tolo .....	\$40
Any other activity not listed above .....	\$40



## APPENDIX 2: Teacher Evaluation Rubric

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

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

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

#### *3a: Communicating with Students*

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

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

**3c: Engaging Students in Learning**

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

## Criterion 2: Demonstrating effective teaching practices.

### 3b: Using Questioning and Discussion Techniques

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

### 4a: Reflecting on Teaching

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

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**1b: Demonstrating Knowledge of Students**

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

**3e: Demonstrating Flexibility and Responsiveness**

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

**Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

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

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

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

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

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

### *Ia: Demonstrating Knowledge of Content and Pedagogy*

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

### *Ic: Setting Instructional Outcomes*

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

### *Id: Demonstrating Knowledge of Resources*

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

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

***1e: Designing Coherent Instruction***

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



**Criterion 5: Fostering and managing a safe, positive learning environment.**

**2a: Creating an Environment of Respect and Rapport**

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

**2c: Managing Classroom Procedures**

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



**Criterion 5: Fostering and managing a safe, positive learning environment.**

**2d: Managing Student Behavior**

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

**2e: Organizing Physical Space**

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

**Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.**

***If: Designing Student Assessments***

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

***3d: Using Assessment in Instruction***

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

**Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.**

**4b: Maintaining Accurate Records**

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

**Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

**Student Growth 6.1: Establish Student Growth Goal(s)**

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

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

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

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

**4c: Communicating with Families**

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

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

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

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

**4e: Growing and Developing Professionally**

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

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

**4f: Showing Professionalism**

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

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

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

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

**SECTION A: INSTRUCTIONAL SKILL**

	<b><u>Exceeds Standard</u></b>	<b><u>Meets Standard</u></b>	<b><u>Approaches Standard</u></b>
<b><u>1. Planning: Student engagement</u></b>	<u>Lessons are founded on student engagement and participation, and students participate enthusiastically.</u>	<u>Lessons engage all students at appropriate levels.</u>	<u>Most students participate willingly in the learning.</u>
<b><u>2. Planning: Use of standards</u></b>	<u>Students make connection of learning to standards. Lessons build upon and reinforce prior learning.</u>	<u>Lessons show clear connections to district and state curricular standards.</u>	<u>Teacher cites broad, general topics from standards, but is unable to define specific targets.</u>



3. Planning: Motivation	Lessons incorporate activities for a variety of learning styles, while maintaining clear focus on the instructional objective.	Lessons utilize a variety of classroom activities and teaching strategies, in accordance with accepted principles of learning.	Students are offered some variety in the lesson to utilize individual strengths or address weaknesses.
4. Planning: Use of Resources	The teacher utilizes student talents, support staff, media and learning centers in formulating plans. Collaboration with grade level/department colleagues is apparent.	Lessons are centered on student activities. The teacher provides clear direction.	The teacher uses student driven activity as part of the lesson, or incorporates other resources to increase student engagement.
5. Executing the lesson: Classroom Climate	The teacher models respect in interactions with students, and guides students to interact positively.	The teacher fosters an atmosphere of mutual respect.	Most students participate willingly. The teacher's authority is rarely an issue.
6. Executing the lesson: Classroom Climate	Students feel valued and welcome. The teacher is a positive role model.	The teacher establishes an accepting, fair and impartial environment. The teacher maintains reasonable classroom control with a minimum of tension.	The teacher is consistent and reasonable. Students are generally responsive.
7. Executing the lesson: Climate	Lessons allow students to develop connections between the learning and their lives. Students frequently go beyond the minimum requirements on assignments.	The teacher encourages students to take responsibility for their learning. There is a clear connection of the learning to the students.	Both negative and positive incentives are used. Some students understand the importance of the learning to their lives.
8. Executing the lesson: Participation	Students are rarely off task. Activities are engaging. The teacher deals with non-participation effectively.	The teacher recognizes and responds appropriately when students are off task.	Most students are actively engaged. The teacher eventually notices those who are not.
9. Executing the lesson: Participation	Lessons allow for individual differences and students are encouraged to find ways to be successful and meet expectations.	The teacher adapts instruction in consideration of the legitimate individual needs of students.	The teacher generally makes some adaptation for unique student needs when they are brought to her/his attention.
10. Executing the lesson: Participation	Students handle routine tasks without guidance. Transitions are smooth. Instructional time is maximized.	The teacher makes repetitive tasks routine and minimizes wasted time.	Most tasks are covered by classroom procedures. Students are generally cooperative.

11. Executing the lesson: Participation	Students are routinely expected to generate and answer their own questions, with teacher guidance. Students can access a variety of resources in and out of the classroom to assist them.	Lessons challenge students to inquire and discover, emphasizing the process of finding answers as well as the answers themselves. Resources are made available to students to learn independently. When possible, students gather and use evidence to support learning.	Lessons periodically require students to think critically or apply learning to new situations. There is limited student access to resources for independent learning, such as the library or the internet.
12. Executing the lesson: Interaction	Cooperative work is central to the classroom. Students know the various roles of working in groups and are able to stay on task appropriately.	Students routinely participate as members of small and large groups during some or all of the lesson.	Students demonstrate limited ability to work cooperatively. Opportunities to do so are rare.

## SECTION B: CLASSROOM MANAGEMENT

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Materials	Routines for handling materials and supplies are seamless, with student assuming responsibilities for efficient operations.	Routines for handling materials and supplies occur smoothly with little loss of instructional time.	Routine handling of materials and supplies functions moderately well, occasionally interfering with instruction.	Materials and supplies are handled inefficiently, and interfere with instruction.
2. Transitions between activities	Transitions are seamless, with students assuming responsibility for efficient operations.	Transitions occur smoothly with little loss of instructional time.	Transitions are sporadically efficient and/or class occasionally begins late, resulting in some loss of instructional time.	Much time is lost during transitions and/or class begins late and ends early.
3. Order and security	The classroom is orderly and secure. Students adjust furniture to advance their own progress in learning.	The classroom is orderly and secure. The furniture arrangement is a resource for learning activities.	The classroom is orderly and secure. Furniture is adjusted for lessons, but with limited effectiveness.	The classroom is disorderly and/or security is a problem.

**SECTION C: EFFORT TOWARD IMPROVEMENT WHEN NEEDED**

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Professional development	Seeks out opportunities for professional development to enhance content knowledge and teaching skills. Makes systematic attempts to conduct action research in the classroom.	Seeks out opportunities for professional development to enhance content knowledge and teaching skill.	Participates in professional development activities to a limited extent when they are convenient or required.	Engages in little or no professional development activity to enhance knowledge or skill.
2. Use of feedback	Seeks out peer and/or supervisor feedback to refine and shape practices.	Utilizes peer and/or supervisor feedback to refine and shape practices.	Utilizes little peer and/or supervisor feedback in refining and shaping practice.	Does not respond to peer and/or supervisor feedback to refine and shape practice.
3. School improvement efforts	Provides leadership in school improvement and refinement of curriculum/instruction, assessing for alignment with national, state, district and school goals.	Participates in the school improvement process and refinement of curriculum/instruction practices, assessing for alignment with national, state, district and school goals.	Is a reluctant participant in the school improvement process.	Makes no effort to participate in the school improvement process or seeks to impede it.

**SECTION D: PROFESSIONAL PREPARATION AND SCHOLARSHIP**

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Professional development	Seeks out opportunities for professional development to enhance content knowledge and teaching skills. Makes systematic attempts to conduct action research in the classroom.	Seeks out opportunities for professional development to enhance content knowledge and teaching skill. Has annual and long range plans to meet certification or re-certification requirements.	Participates in professional development activities to a limited extent when they are convenient or required.	Engages in little or no professional development activity to enhance knowledge or skill.

2. Use of assessment to guide instruction	Recognizes abilities and performance levels of students and individualizes lessons for students' needs on a regular basis.	Considers abilities and present performance levels of students in planning instruction.	Begins to use assessment to plan appropriate instruction.	Does not use assessment to guide or inform instruction.
3. Improvement goals	Publishes long range improvement goals for review by colleagues and parents.	Establishes immediate and long range objectives for improvement.	Immediate objectives at times vary from long range improvement goals.	No evidence of immediate or long range improvement goals.
4. Use of learning goals	Reviews curriculum with colleagues to strengthen plans and objectives.	Prepares effective plans to meet objectives.	Lessons are directed toward objectives, but execution lacks adequate focus.	Lessons do not guide students toward accomplishment of objectives.
5. Lesson evaluation	Solicits feedback from students and peers on lessons and results. Conducts a self-evaluation after lessons to include in future planning.	Plans for evaluation in lessons and units, and utilizes results in planning subsequent lessons.	Use of post lesson evaluation is limited and/or irregular.	Does not evaluate lessons for effectiveness.
6. Preparation for absence	On returning from an absence, evaluates the success of the lesson plan left for the substitute and uses information to help future substitutes. Students know that work done with a substitute continues their regular instruction to the extent possible.	Provides adequate plans that continue regular instruction to the extent possible for the substitute when absent.	Leaves plans based on busywork or that deviate from the content or skills of the current unit of study.	Leaves no plans pertaining to current content areas for the substitute.

7. Knowledge of content	Conducts workshops in and/or out of district for peers and parents on the skills and content of areas of certification.	Possesses and demonstrates knowledge of subject area.	Finds ways to supplement knowledge lacking through workshops or outside research.	Demonstrates a lack of the basic knowledge of areas of certification.
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## **SECTION E: STUDENT CONTROL AND ATTENDANT PROBLEMS**

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Clear standards	Established standards for student behavior are clear to students and encourage self-discipline.	Established standards for student control are evident by student behavior and interactions.	Strategies are established to address student control problems for most situations and some students understand these.	Strategies are not established to address student control problems.
2. Student to student	Student to student interactions demonstrate courtesy and respect.	Student to student interactions are positive.	Student to student interactions are positive at least part of the time.	Student to student interactions are mostly negative.
3. Staff and student	Staff interactions with all students demonstrate warmth, respect, fairness and consistency.	Staff to student interactions reflect warmth, caring, respect and fairness toward the student.	Student/staff interactions are positive the majority of the time.	A significant number of student/staff interactions are negative or characterized by conflict, sarcasm or put-downs.
4. Use of support	Appropriately enlists the assistance of support staff to improve student control. Routinely enlists parental support in working with all students.	Is aware of available district resources to assist in student control problems and utilizes them as needed. Frequently enlists parental support in working with difficult students.	Is aware of available district resources to assist in student control problems, but uses them minimally. Parental support is infrequently solicited or used.	Is unaware of, or does not use district resources to assist students in this area.

5. Adherence to policy	Consistently follows school policy to resolve student control problems.	Follows school policy to resolve student control problems.	Is aware of and follows school policy to address student control problems some of the time.	Is unaware or chooses not to follow school policy to address student control problems.
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## SECTION F: INTEREST IN TEACHING STUDENTS

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Individualization	Treats all students as individuals with differing needs. Appropriately seeks out information to assist in helping all students achieve success when regular instruction is not successful.	Seeks and uses information on individual characteristics when regular instruction is not successful.	Can describe individual characteristics of students, and occasionally alters approach to accommodate them when regular instruction is not successful.	Gives no consideration to the characteristics of the individual student when regular instruction is not successful.
2. Special populations	Works with colleagues and parents to find ways to help all students succeed. Sees struggling students as a professional challenge, and works to learn new methods to assist them.	Routinely makes accommodations for special needs students and works with colleagues to identify ways to succeed with struggling students.	Modifies some instruction, as indicated in IEP's or other sources of information regarding successful strategies for the individual student.	Does not accommodate special needs students as required.
3. Enthusiasm	Consistently exhibits genuine enthusiasm and interest when interacting with students, both individually and in groups.	Interactions with students are routinely respectful and positive. Is animated and positive while working with groups of students.	Interactions with individual students are neither negative nor positive. Shows some enthusiasm when working with the class.	Interactions with students are frequently negative or critical.

4. Student interests	Knows the individual interests, strengths and needs of each student. Can describe ways to be successful with individual students.	Seeks out information on student interests and uses it to provide more successful instruction and engagement of students.	If informed of individual interests or needs, shows some change in instructional practice to address them.	Can not identify and/or gives no consideration to the individual interests of students.
5. Relevance of subject	Students can demonstrate the connection between the classroom content and skills and their lives. Students look to the teacher as a source of guidance and assistance, and the teacher provides it in an appropriate manner.	Stresses connections between content and skills of subject matter and the lives of the students. Responds to individual problems appropriately.	Makes some connections between subject content and the students' lives.	Shows little or no interest in providing educational guidance to students.
6. Parental relations	Forms positive relationships with parents and is an asset to the community's view of the school.	Routinely contacts parents before minor issues become serious. Follows through on commitments made to parents (e.g. notes home, accommodations).	Makes some parent contacts, but not routinely.	Does not make parent contacts unless directed to do so.

## SECTION G: KNOWLEDGE OF SUBJECT MATTER

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Response to questions	Demonstrates excellent grasp of subjects and skills being taught. Communicates effectively by anticipating areas of difficulty and adjusting for them. Answers questions concisely and effectively.	Is able to respond in a variety of ways to student questions. Has considerable depth of knowledge of subjects taught. Answers questions completely.	Provides little variety of response to student questions or lack of student success. Is unsure of content beyond basics. Gives minimal response to student questions.	Responds to questions by repeating previous explanations for examples. Does not demonstrate any depth of understanding of content area. Is not able to respond, or responds incorrectly to student questions.
2. Instructional strategies	Develops instructional strategies and borrows effective strategies to address individual needs.	Seeks new strategies and integrates them into instructional practice.	Is willing to learn new strategies or content, but has difficulty integrating them successfully into instruction.	Shows no growth in instructional techniques or understanding of content. Can not explain the relevance of material being taught.
3. Focus	Instruction is clearly planned and focused. Delivery of instruction clearly demonstrates flexibility and adaptability.	Plans lessons thoroughly and executes the plan effectively.	Shows some evidence of planning, but is unsuccessful at maintaining focus during teaching.	Shows little or no prior planning, or relies on past plans inappropriately.
4. Individualization	Anticipates which strategies will be effective with individuals and groups and incorporates them into instruction. Coaches students to expand their repertoire of skills.	Alters instructional strategies to assist students in learning.	If informed of individual interests or needs, shows some change in instructional practice to address them.	Can not identify and/or gives no consideration to the individual interests of the students.



5. Audience	Thoroughly understands the student audience; anticipate their needs and provides for them. Can explain the subject at the appropriate level to the audience.	Has multiple approaches to subject matter. Responds effectively to questions that reflect a variety of depth of understanding.	Demonstrates ability to use one or two alternative approaches to subject matter. Has difficulty responding at the appropriate level to student questions or needs.	Has limited variety in approach to subject matter and discourages student questions or needs.
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## Section H: Professionalism

Indicator	Exceeds Standard	Meets Standard	Approaches Standard	Unsatisfactory
Maintaining Records of Student Progress in Learning	<p>Teachers' system for maintaining information on current student progress is highly effective, organized and detailed. The teacher responds promptly to requests for information and is often willing to assist colleagues who need technological assistance in learning new systems.</p> <p>Example:</p> <p><i>-Teacher submits grades accurately and in a timely manner and never misses deadlines.</i></p> <p><i>-Teacher responds promptly to requests by counselors, specialists, psychologists, etc. regarding necessary student information</i></p> <p><i>-Teacher checks student grades routinely and preemptively communicates unsatisfactory grades to the appropriate staff.</i></p> <p><i>-Teacher reports attendance in an accurate manner with few flaws.</i></p>	<p>Teachers' system for maintaining information on student progress is effective and detailed. With few exceptions, teacher responds promptly to requests for information from support staff; colleagues and administration (grades, attendance, behavior reports etc.)</p> <p>Example:</p> <p><i>-Teacher submits grades accurately and in a timely matter and rarely misses deadlines.</i></p> <p><i>-Teacher responds to staff requests regarding necessary student information.</i></p> <p><i>-Teacher checks grades and communicates information as needed to the appropriate staff.</i></p> <p><i>-Teacher reports attendance in an accurate manner and works to fix any submission errors.</i></p>	<p>Teachers' system for maintaining information on student progress is rudimentary and only partial. Teacher responds inconsistently or only after multiple requests for information (grades, attendance, behavior reports, etc...)</p> <p>Example:</p> <p><i>-Teacher submits grades with some inaccuracies and occasionally past required deadline.</i></p> <p><i>-Teacher may occasionally overlook requests for student information.</i></p> <p><i>-Teacher occasionally checks student grades.</i></p> <p><i>-Teacher reports attendance on a daily basis with occasional errors.</i></p>	<p>Teachers' system for maintaining information on student progress is in disarray; resulting in errors and confusion.</p> <p>Example:</p> <p><i>-Teacher does not submit grades correctly or in a timely basis.</i></p> <p><i>-Teacher repeatedly overlooks requests for student information.</i></p> <p><i>-Teacher does not routinely check student grades.</i></p> <p><i>-Teacher reports attendance irregularly and inaccurately.</i></p>

<p>Communicating Information about the Instructional Program and Individual Students with Parents</p>	<p>Teacher creates and uses specific structures to provide frequent information to parents, as appropriate, about the instructional program. The teacher invites parent inquiries and offers multiple opportunities for parents to engage in classroom activities or dialogue. The teacher is not only proactive in parental contact but also makes him/herself available at the earliest convenience for conferencing with and/or making parent contact.</p> <hr/> <p><i>Example:</i></p> <p><i>-Teacher has unsolicited, frequent contact with parents.</i></p>	<p>Teacher creates and uses specific structures to provide frequent information to parents, as appropriate, about the instructional program. Teacher proactively contacts parents on a regular basis to provide information on student progress; teacher is responsive to parent questions/concerns.</p> <hr/> <p><i>Example:</i></p> <p><i>-Teacher communicates both positive and negative aspects of student progress.</i></p> <p><i>-Teacher uses e-mail and distribution lists to send home information to parents on upcoming assignments/projects.</i></p> <p><i>-Online grades are updated regularly.</i></p> <p><i>-Routine classroom newsletters are sent out to parents</i></p>	<p>Teacher occasionally uses structures to provide information to parents, as appropriate, about the instructional program. The teacher reactively contacts parents, only after parents have made the initial contact. The teacher is responsive to parent questions/concerns.</p> <hr/> <p><i>Example:</i></p> <p><i>-online grades are updated infrequently</i></p> <p><i>-Teacher uses limited forms of communication such as the course syllabus</i></p> <p><i>-Infrequent communication with parents.</i></p>	<p>Teacher does not use structures to provide information to parents regarding the instructional program. The teacher does not contact parents, even when parents make contact with the teacher. The teacher does not welcome parent questions or concerns and directs such questions or concerns to the building administrator.</p>
<p>Professional Dress</p>	<p>*Teacher typically dresses in business professional attire as defined by: Washington State Future Business Leaders of America "Professional Dress Code 2010" (excluding spirit or school dress up days): <a href="http://www.wafbfa.org/docs/WAFBFA-DressCode11-10.pdf">http://www.wafbfa.org/docs/WAFBFA-DressCode11-10.pdf</a></p> <hr/> <p><i>Examples:</i></p> <p>*Attire is appropriate to the position in which teacher is assigned.</p> <p>*Modest jewelry with no nose piercings.</p>	<p>*Teacher is dressed professionally and modestly at all times (excluding spirit or school dress-up days).</p> <hr/> <p>*Teacher does not wear or have accessories that are distracting.</p> <p><i>Examples:</i></p> <p>*Nose studs and earrings.</p> <p>*Attire is appropriate to the position in which teacher is assigned.</p> <p>*Teacher does not show any form of cleavage, even when bending over to help students.</p>	<p>*Teacher is occasionally dressed professionally and modestly. (excluding spirit or school dress up days).</p> <hr/> <p>*Teacher does wear or have accessories that are distracting.</p> <p><i>Examples:</i></p> <p>*Piercings are distracting.</p> <p>*Teacher occasionally shows some form of cleavage.</p>	<p>*Teacher is rarely dressed professionally and modestly. (excluding spirit or school dress-up days).</p> <hr/> <p><i>Examples:</i></p> <p>*Teacher violates student dress code</p>

<p>Showing Professionalism</p>	<p>The teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues and helps ensure that team or departmental decisions are based on the highest professional standards. Teacher seeks out opportunities for professional development and shares new learning with colleagues.</p> <p>The teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.</p> <p><i>Examples: There is evidence that teacher is well respected by colleagues, students and the public for their honesty, integrity and confidentiality...this is often associated with being asked to serve in leadership roles or on committees or presenting at faculty meetings. Teacher takes a lead in professional development activities. There is evidence of teacher working with special needs students (ELL, Special education, TAG, Honors, remedial) to ensure successful learning. Teacher encourages minority students to excel academically and participate in higher level course work. Teacher ensures under-represented groups benefit by access to technology. Teacher encourages under-represented students to participate in school activities. Teacher demonstrates a willingness to work as a mentor to new teachers or student teacher.</i></p>	<p>The teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. The teacher maintains an open mind and participates in team or departmental decision-making.</p> <p>The teacher works to ensure that all students receive a fair opportunity to succeed.</p> <p><i>Examples:</i></p> <p><i>Teacher demonstrates a willingness to observe and be observed by other teachers.</i></p> <p><i>Teacher promotes collaboration and communication with colleagues.</i></p> <p><i>Teacher works positively with peers.</i></p> <p><i>Teacher shares materials with others</i></p>	<p>The teacher is honest in interactions with colleagues, students, and the public. The teacher's decisions and recommendations are based on limited though genuinely professional considerations.</p> <p>The teacher does not knowingly contribute to some students being ill served by the school.</p> <p><i>Examples:</i></p> <p><i>Teacher participates reluctantly as a member of a school and department/grade level team.</i></p> <p><i>Teacher participates in staff development opportunities when made available.</i></p>	<p>The teacher displays dishonesty in interactions with colleagues, students, and the public. The teacher makes decisions and recommendations based on self-serving interests.</p> <p>The teacher contributes to school practices that result in some students being ill served by the school.</p> <p><i>Examples:</i></p>
<p>Professional Responsibilities</p>	<p>Teacher regularly attends all required meetings and actively participates, offering productive solutions and affirmations. The teacher volunteers to participate in school events, making substantial contribution and assumes a leadership role in at least one aspect of school life. Substitute plans are engaging and thorough for students and</p>	<p>With few exceptions, teacher attends all required meetings and actively participates and is fully engaged in a helpful and productive manner. Teacher volunteers to participate in school life, making a</p>	<p>Teacher occasionally arrives late to required meetings and is semi-engaged. Teacher participates in school life when convenient.</p> <p>Sub plans are rudimentary, incomplete or ineffective to encourage continuous learning</p> <p><i>Examples:</i></p>	<p>Teacher does not attend required meetings or the teacher actively sabotages the work of other colleagues in the meeting. Teacher does not engage in school life.</p>

	<p><del>the substitute teacher to ensure continuous learning while teacher is absent.</del></p> <hr/> <p>Examples:</p> <p><i>Teacher organizes and leads school events.</i></p> <p><i>Teacher takes on an initiative, club or activity outside of the required obligation.</i></p>	<p>substantial contribution:</p> <p>Teachers substitute plans are thorough and help a substitute teacher maximize student learning during their absence.</p> <hr/> <p>Examples:</p> <p>Teacher participates in activities that are required.</p>	<p><del>Teacher reluctantly participates in school activities.</del></p>	<p>Sub plans are routinely misplaced or forgotten.</p>
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### APPENDIX 3: Evaluation

The Association and District agree that the following timeline should be followed in completing employee evaluations each year, but also recognize that circumstances can disrupt the timeline. Occasions when these timelines are not met do not constitute a violation of the collective bargaining agreement, although statutory timelines are binding on the parties.

<u>Evaluation Timeline</u>	
<u>Date</u>	<u>Event</u>
<u>Sept. 15</u>	<u>Employees are notified of their evaluator</u>
<u>First 6 weeks</u>	<u>Employees complete self-assessment</u>
<u>Oct. 15*</u>	<u>Employees with unsatisfactory evaluations may be placed on probation after this date</u>
<u>First 90 days*</u>	<u>New employees must be observed at least once</u>
<u>Dec. 30</u>	<u>Teachers on comprehensive evaluation should have at least one observation by this date</u>
<u>Jan 15*</u>	<u>Evaluation must be complete if the evaluator anticipates recommending an employee for probation</u>
<u>Jan. 20*</u>	<u>Recommendation due to Superintendent if an employee is to be recommended for probation</u>
<u>Jan. 31*</u>	<u>Student growth goals submitted to evaluator</u>
<u>Feb. 1*</u>	<u>Latest that probation may be started, notice must be provided to employee</u>
<u>May 1*</u>	<u>Probation must be completed</u>
<u>May 15*</u>	<u>Formal observations are completed</u>
<u>May 15</u>	<u>Evaluator and employee should meet to discuss the final summative evaluation rating if the rating is unsatisfactory or basic</u>
<u>May 15*</u>	<u>Notices of nonrenewal must be served by this date</u>
<u>May 30*</u>	<u>Final evaluation is completed</u>

\*Required by statute, rule or this agreement.

**Woodland School District No. 404**

**APPENDIX ~~3A4A~~: Comprehensive Evaluation – Classroom Teacher ~~Summative~~  
Evaluation/Professional Plan – Teachers**

Woodland School District No. 404

Summative Evaluation—Teacher

Staff Name: _____ Evaluator: _____	Type of Evaluation: Comprehensive
Building Assignment: _____	
Teaching Assignment: _____	
This evaluation is based on whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:	
School Year: 2016-2017	Annual <input checked="" type="checkbox"/>

Summary of Criteria Performance: Score all Criteria	Rating	Score
Criterion 1: Centering Instruction on high expectations for student achievement	0) No Score yet	0
Criterion 2: Demonstrating effective teaching practices	0) No Score yet	0
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs	0) No Score yet	0
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	0) No Score yet	0
Criterion 5: Fostering and managing a safe, positive learning environment	0) No Score yet	0
Criterion 6: Using multiple student data elements to modify instruction and improve student learning	0) No Score yet	0
Criterion 7: Communicating and collaborating with parents and school community	0) No Score yet	0
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	0) No Score yet	0
<b>Comprehensive Summative Performance Score</b>		<b>0</b>

Student Growth Components: Score all Components		
Component 3.1 Establishing Student Growth Goal for Subgroup	0) No Score yet	0
Component 3.2 Achievement of Student Growth for Subgroup	0) No Score yet	0
Component 6.1 Establishing Student Growth Goal for Whole Class	0) No Score yet	0
Component 6.2 Achievement of Student Growth for Whole Class	0) No Score yet	0
Component 8.1 Team Student Growth Goal	0) No Score yet	0
<b>Comprehensive Student Growth Impact Rating</b>		<b>0</b>

  

Student Growth Impact Rating			Comprehensive Criterion Summative Score			
5-12	13-17	18-20	8-14	15-21	22-28	29-32
Low*	Average	High	Unsatisfactory	Basic	Proficient	Distinguished*

\*A teacher with a score of 1 in any of the student growth components results in a "Low" Student Growth Impact Rating. A teacher with a summative rating of "Unsatisfactory" and a "Low" Student Growth Impact Rating will receive a summative rating of "Declined".

It is my judgment that based upon adopted criteria this employee's performance has been:

3) Proficient

Employer's comments:

Employee's comments:

Teacher (Evaluee) Signature \_\_\_\_\_ Principal (Evaluator) Signature \_\_\_\_\_

The certificated employee's signature indicates that the evaluee has read and discussed the evaluation in a conference with the evaluator. It does not necessarily indicate agreement with the findings. The evaluee has the right of addendum: if such a statement is to be attached, initial here. Such addendum must bear the signature of the evaluator, indicating only that he/she has seen it.

**TYPE OF EVALUATION**

Name \_\_\_\_\_ Annual

Building \_\_\_\_\_ 90-Day

Teaching Assignment \_\_\_\_\_ Other

Principal's Signature \_\_\_\_\_

~~This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:~~



CATEGORIES (Refer to list of adopted criteria)	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category.)
A. Instructional Skill	Self-Assessment:
	Supervisor's Assessment:
B. Classroom Management	Self-Assessment:
	Supervisor's Assessment:
C. Effort Toward Improvement When Needed	Self-Assessment:
	Supervisor's Assessment:
D. Professional Preparation Scholarship	Self-Assessment:
	Supervisor's Assessment:
E. Student Control and Attendant Problems	Self-Assessment:
	Supervisor's Assessment:
F. Interest in Teaching Students	Self-Assessment:
	Supervisor's Assessment:
G. Knowledge of Subject Matter	Self-Assessment:
	Supervisor's Assessment:
H. Professionalism	Self-Assessment:
	Supervisor's Assessment:

1. In what areas has the individual shown development and growth?

2. Employee's Comments

~~3. Employer's Comments~~

**GOAL PLANNING**

~~4. Specific goals agreed upon for growth and development during the next evaluation period.~~

~~(If the employee has not satisfactorily completed classes [or workshops, seminars, etc.] required to address deficiencies from the previous school year, he/she has from this date until September 1 of this year to show progress. If no attempt is made during this time, the employee's salary may be frozen.) Ref. Section 8.3 of the WEA Contract Agreement.~~

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

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



## APPENDIX 4B: Focused Evaluation – Classroom Teacher

Woodland School District No. 404	
Focused Evaluation--Teacher	
Staff Name: _____ Evaluator: _____  Building Assignment: _____  Teaching Assignment: _____  This evaluation is based on whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:	Type of Evaluation: <b>Focused</b> Criterion # _____ Goal Criterion# _____ School Year: 2016-2017  Annual <input checked="" type="checkbox"/>

Only One Category will have a score ...the area of focus.	Rating	Score
Criterion 1: Centering Instruction on high expectations for student achievement	0) No Score yet	0
Criterion 2: Demonstrating effective teaching practices	0) No Score yet	0
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs	0) No Score yet	0
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	0) No Score yet	0
Criterion 5: Fostering and managing a safe, positive learning environment	0) No Score yet	0
Criterion 6: Using multiple student data elements to modify instruction and improve student learning	0) No Score yet	0
Criterion 7: Communicating and collaborating with parents and school community	0) No Score yet	0
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	0) No Score yet	0
<b>Focused Performance Score</b>		<b>0</b>

Student Growth Components: Only One criteria and corresponding Achievement component will be scored.		
Component 3.1 Establishing Student Growth Goal for Subgroup	0) No Score yet	0
Component 3.2 Achievement of Student Growth for Subgroup	0) No Score yet	0
Component 6.1 Establishing Student Growth Goal for Whole Class	0) No Score yet	0
Component 6.2 Achievement of Student Growth for Whole Class	0) No Score yet	0

It is my judgment that based upon adopted criteria this employee's performance has been:

**3) Proficient**

Employer's comments:

Employee's comments:

\_\_\_\_\_  
Teacher (Evaluee) Signature

\_\_\_\_\_  
Principal (Evaluator) Signature

The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. It does not necessarily indicate agreement with the findings. The evaluatee has the right of addendum; if such a statement is to be attached, initial here. Such addendum must bear the signature of the evaluator, indicating only that he/she has seen it.

**APPENDIX 4C: Summative Evaluation/Professional Plan – Educational Staff Associates  
(ESA)**

Woodland School District No. 404

Name:	TYPE OF EVALUATION
Building:	<input type="checkbox"/> Annual
Assignment:	<input type="checkbox"/> 90-Day
Principal's Signature: _____	<input type="checkbox"/> Other

<p>This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:</p>   
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CATEGORIES (Refer to list of adopted criteria)	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category.)
A. Knowledge and Scholarship in Special Field  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment :
B. Specialized Skills  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
C. Management of Special and Technical Environment  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
D. Professional Preparation Scholarship  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
E. Effort Toward Improvement When Needed  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:

<b>F. Professionalism</b>  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
	Supervisor's Assessment:

1. In what areas has the individual shown development and growth?
  
2. Employee's Comments
  
3. Employer's Comments

**GOAL PLANNING**

4. Specific goals agreed upon for growth and development during the next evaluation period.

*(If the employee has not satisfactorily completed classes [or workshops, seminars, etc.] required to address deficiencies from the previous school year, he/she has from this date until September 1 of this year to show progress. If no attempt is made during this time, the employee's salary may be frozen.) Ref. Section 8.3 of the WEA Contract Agreement.*

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

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

TYPE OF EVALUATION

Name \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Annual

Building \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ 90-Day

Teaching \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Assignment  
 \_\_\_\_\_ Other

Principal's Signature \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category.)
<b>CATEGORIES</b> (Refer to list of adopted criteria)	
A. Knowledge and Scholarship in Special Field	Self-Assessment:
	Supervisor's Assessment:
B. _____ Specialized Skills	Self-Assessment:
	Supervisor's Assessment:
C. Management of Special and Technical Environment	Self-Assessment:
	Supervisor's Assessment:
D. Professional Preparation and Scholarship	Self-Assessment:
	Supervisor's Assessment:
E. Effort Toward Improvement When Needed	Self-Assessment:
	Supervisor's Assessment:
F. _____ Professionalism	Self-Assessment:
	Supervisor's Assessment:





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Employee Signature

PROFESSIONAL GROWTH MODEL  
APPENDIX 4A: Short Form

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

30-Minute Observation Date: \_\_\_\_\_

Time of observation: from \_\_\_\_\_ to \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date copy given to employee: \_\_\_\_\_

Woodland School District No. 404  
PROFESSIONAL GROWTH MODEL  
APPENDIX 4B: Professional Progress Report

TEACHER'S NAME: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

Please list the teacher's goal statement(s) in the space provided:

PROGRESS NOTES

I. \_\_\_\_\_ Date of initial goal setting conference: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Initials

H. \_\_\_\_\_ Date mid-year progress report given to principal: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Teacher's Initials

\_\_\_\_\_ Date mid-year progress report returned to teacher: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Principal's Initials

Summary Notes:

III. ~~Date of year-end assessment conference:~~ \_\_\_\_\_

~~Attach summary comments from both teacher and administrator if more space is needed.~~

~~Teacher Assessment & Comments:~~

~~Principal Comments:~~

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_ Initials

\_\_\_\_\_  
\_\_\_\_\_ has demonstrated successful teaching performance and has met  
statutory requirements.

DATE \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

Woodland School District No. 404  
PROFESSIONAL GROWTH MODEL  
APPENDIX 4C: Professional Growth Plan

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions\*.

2. What is the plan of action for achieving my goal(s)?

3. How can my principal help me to achieve my goals?

4. Who will be involved in working with me to achieve my goals?

5. How will I measure my success in achieving my goals?

6. Signatures

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

\*WAC 392-191-080 (Stipulates that one or more of the following sources of information are to be used in developing the professional growth plan. 1) Peer review and evaluation; 2) input by parents; 3) input by students; 4) personal and/or professional goals; 5) school district goals; 6) building goals; 7) self-assessment; 8) personal academic records; and 9) school district evaluations.)

**APPENDIX 5: Health Benefit Plans 201~~36~~-20147**

<u>Medical</u>	<u>WEA Plan 2 Premera Blue Cross</u>	<u>WEA Plan 3 Premera Blue Cross</u>	<u>WEA Easy Choice A Premera Blue Cross</u>
<u>Employee only</u>	<u>\$979.90</u>	<u>\$895.85</u>	<u>\$659.70</u>
<u>Employee plus Spouse</u>	<u>\$1,793.75</u>	<u>\$1,640.10</u>	<u>\$1,198.70</u>
<u>Employee plus Child(ren)</u>	<u>\$1,308.40</u>	<u>\$1,196.30</u>	<u>\$875.30</u>
<u>Employee plus Family</u>	<u>\$2,150.55</u>	<u>\$1,966.50</u>	<u>\$1,436.35</u>

<u>Medical</u>	<u>WEA Easy Choice B Premera Blue Cross</u>	<u>Basic \$2,100 Ded Premera Blue Cross</u>	<u>HDHP w/ HSA \$1,750 Ded Premera Blue Cross</u>
<u>Employee only</u>	<u>\$659.70</u>	<u>\$532.55</u>	<u>\$516.80</u>
<u>Employee plus Spouse</u>	<u>\$1,198.70</u>	<u>\$966.80</u>	<u>\$938.05</u>
<u>Employee plus Child(ren)</u>	<u>\$875.30</u>	<u>\$706.25</u>	<u>\$685.30</u>
<u>Employee plus Family</u>	<u>\$1,436.35</u>	<u>\$1,158.20</u>	<u>\$1,108.40</u>

<u>Medical</u>	<u>Kaiser-Premanente</u>
<u>Employee only</u>	<u>\$790.16</u>
<u>Employee plus Spouse</u>	<u>\$1,580.31</u>
<u>Employee plus Child(ren)</u>	<u>\$1,106.22</u>
<u>Employee plus Family</u>	<u>\$1,896.37</u>

	<u>Dental – Plan U Kaiser Permanente</u>	<u>Dental – Plan FG Kaiser Permanente</u>	<u>Vision – Plan I Standard Insurance</u>
<u>Employee only</u>	<u>\$87.77</u>	<u>\$73.64</u>	<u>\$9.32</u>
<u>Employee plus Spouse</u>	<u>\$173.78</u>	<u>\$145.80</u>	<u>\$20.08</u>
<u>Employee plus Child(ren)</u>	<u>\$170.26</u>	<u>\$142.85</u>	<u>\$16.20</u>
<u>Employee plus Family</u>	<u>\$257.17</u>	<u>\$215.76</u>	<u>\$26.96</u>

**Woodland Public Schools  
Monthly Insurance Premium 2013 – 2014**

<i>Medical</i>	<i>WEA Plan 2 Premera Blue Cross</i>	<i>WEA Plan 3 Premera Blue Cross</i>	<i>WEA Plan 5 Foundation Premera Blue Cross</i>
<i>Subscriber</i>	\$776.40	\$694.75	\$908.15
<i>Subscriber &amp; Spouse</i>	\$1420.85	\$1271.60	\$1745.15
<i>Subscriber &amp; Children</i>	\$1036.50	\$927.65	\$1239.10
<i>Subscriber &amp; Family</i>	\$1703.45	\$1524.55	\$2102.35

<i>Medical</i>	<i>WEA EasyChoice Premera Blue Cross</i>	<i>WEA QHDHP Premera Blue Cross</i>	<i>Kaiser Permanente</i>
<i>Subscriber</i>	\$495.90	\$389.85	\$763.25
<i>Subscriber &amp; Spouse</i>	\$900.55 <sup>95</sup>	\$707.10	\$1,526.49
<i>Subscriber &amp; Children</i>	\$657.75	\$516.75	\$1,068.54

**APPENDIX 6: Grievance Presentation**

Aggrieved Person: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Alleged Violation Occurred: \_\_\_\_\_

Date of Informal Meeting: \_\_\_\_\_

Date Formal Grievance Presented: \_\_\_\_\_

Sections Allegedly Violated:

Statement of Grievance:

Remedy Sought:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date



## MEMORANDUM OF UNDERSTANDING

The Woodland School District and Woodland Education Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. ~~The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.~~
  
2. ~~The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:~~
  - (a) ~~at least one qualified high deductible health plan (HDHP) and health savings account (HSA);~~
  
  - (b) ~~at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2013 state employee benefits year; and~~
  
  - (c) ~~health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.~~

~~The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2012-13 school year.~~
  
3. ~~To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full family to employee only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be one half of one percent (0.5%) of the employee only coverage premium for the~~

~~plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.~~

~~4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.~~

~~5. This MOU shall be effective for the duration of the current collective bargaining agreement, provide that letter may be reopened annually at the request of either party or if state law mandates a change in school employee health insurance.~~

## **~~Teacher Evaluation Letter of Agreement~~**

~~—The Woodland School District and Woodland Education Association agree to the following evaluation transition plan as required by RCW 28A.405.100(7)(c).~~

- ~~1. For the purposes of this agreement, the terms "classroom teacher" and "comprehensive evaluation" will have the same definitions and meanings as provided in RCW 28A.405.100 and Chapter WAC 392-191.~~
- ~~2. Each year, approximately one-third of the certificated classroom teachers in each building will be transitioned to the new evaluation system and evaluated on a comprehensive evaluation.~~
  - ~~a. For the 2013-14 school year, the first approximately one-third of staff in each building will be comprised of all provisional and probationary teachers and volunteers.~~
  - ~~b. For the 2014-15 school year, the next approximately one-third of staff in each building will be determined by new provisional and probationary teachers first, then by volunteers.~~
  - ~~c. For the 2015-16 school year, the final one-third of staff will transition.~~
- ~~3. All employees who have not transitioned to the new system and employees who are not classroom teachers (i.e., ESAs, Athletic Directors, secondary Librarians and TOSAs) shall be evaluated using the existing contractual evaluation language.~~
- ~~4. The comprehensive evaluation referenced above shall be conducted in accordance with the statutory requirements in RCW 28A.405.100.~~
  - ~~a. Employees and evaluators shall use the Danielson Framework for Teaching rubric as approved by the Office of the Superintendent of Public Instruction.~~
  - ~~b. An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified (in writing or electronically) when an evaluator obtains evidence of which the teacher would otherwise not be aware, including evidence gathered during informal, unscheduled observations, and either party may request a conference to discuss the evidence and opportunities for growth.~~

- ~~e. Near the beginning of the comprehensive evaluation cycle, the teacher and evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year. The teacher shall identify and document a student growth goal for the student growth components in the evaluation rubric. Student growth data will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.~~
- ~~d. Each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, both parties shall have an opportunity to (a) submit additional evidence before the comprehensive summative performance evaluation rating and evaluation report is finalized; and (b) have additional review of the evidence and feedback provided by third-party framework specialists identified by the District and Association. The final decision is the responsibility of the evaluator.~~
- ~~e. The final report shall include a score for each criterion (not components) and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.~~
- ~~5. The parties agree that teachers on special assignment (TOSAs) shall not be asked or expected to evaluate other classroom teachers nor provide evidence regarding teacher performance. TOSAs may, as appropriate to their coaching role, provide suggestions and feedback to employees regarding professional practice and the evidence of that practice as it relates to the evaluative rubric.~~
- ~~6. Association and District leaders shall meet monthly throughout the 2013-14 school year in order to anticipate potential challenges to a successful implementation of the new evaluation system and jointly problem-solve those challenges that occur. The parties may by mutual agreement amend this agreement and/or add new provisions as the need for such becomes apparent to the parties at any point during the 2013-14 school year or, after reflection upon employee and evaluator experience during first year, prior to the 2014-15 school year.~~
- ~~7. This agreement will be in effect through the 2016-17 school year, unless amended by mutual agreement.~~

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Superintendent \_\_\_\_\_ WEA President \_\_\_\_\_

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Date \_\_\_\_\_ Date \_\_\_\_\_