

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE WOODLAND SCHOOL DISTRICT
AND
THE WOODLAND EDUCATION ASSOCIATION
September 1, 2021 through August 31, 2024

Table of Contents

ARTICLE 1. AGREEMENT INFORMATION	1
1.1 Preamble	1
1.2 Recognition	1
1.3 Status of the Agreement	1
1.4 Conformity to Law	2
1.5 Distribution of the Contract	2
1.6 Length of Collective Bargaining Agreement	2
ARTICLE 2. ASSOCIATION RIGHTS & PRIVILEGES	2
2.1 Meetings	2
2.2 Intra-District Mail	3
2.3 Request for Public Documents	3
2.4 Grievance Meetings at Administrative Request	3
2.5 WEA Leave Time	3
2.6 Association Membership	3
2.7 Association Representation	3
2.8 Staff Protection	4
ARTICLE 3. CONTRACT INFORMATION	5
3.1 Required Information	5
3.2 Length of the Employee's Annual Contract	5
3.3 Release from Contract	6
3.4 Copies of Contract	6
3.5 Calendar	7
3.6 Resignation	7
ARTICLE 4. EMPLOYER PROVISIONS	7

4.1 Liability Insurance	7
4.2 Health Care Benefits	7
4.3 Providers' Fair	8
ARTICLE 5. WORK CONDITION	8
5.1 Length of Work Day	8
5.1.1 Regular Work Day	8
5.1.2 Conference Days	8
5.1.3 Early Release Days	8
5.2 Preparation Period	9
5.3 Temporary Replacement Pay	9
5.4 Safe Working Conditions	9
5.5 Class Size	10
5.6 Playground Duty	12
5.7 Secondary Class Preparations	12
5.8 Pay Day	12
5.9 Method of Payment	12
5.10 New Employee Mentoring Program	12
ARTICLE 6. JOB OPENINGS	13
6.1 Job Sharing	13
6.2 Voluntary Transfers and Reassignments	13
6.3 Involuntary Transfers	14
6.4 Traveling Teachers	14
ARTICLE 7. ABSENCES AND LEAVES	15
7.1 Compensated Leave	15
7.1.1 Illness, Injury or Emergency Leave	15

7.1.2 Personal Leave	15
7.1.3 Sick Leave Buy Back	16
7.1.4 Bereavement and Life Threatening Family Illness Leave	16
7.2 Leave of Absence	16
7.3 Maternity Leave	17
7.4 Parental Leave	18
7.5 Family Leave	18
7.5.1 Family Leave in the Case of a New Child	19
7.5.2 Family Leave in All other Cases	19
7.6 Jury Duty and Court Appearance Leave	19
7.7 Military Leave	19
7.8 Leave Sharing	19
7.8.1 Eligibility to Receive Shared Leave	19
7.8.2 Donation of Leave	20
7.8.3 Computation of Leave Transferred	20
7.8.4 Return of Unused Leave	20
ARTICLE 8. PROFESSIONAL DEVELOPMENT	21
8.1 Professional Meetings and Workshops	21
8.1.1 Mileage	21
8.2 Credits and Salary Advancement	21
8.3 Compensation for Credits	21
8.4 Curriculum Pay	23
ARTICLE 9. EMPLOYEE RIGHTS	23
9.1 Access to Personnel Files	23
9.2 Due Process	24

9.3 Formal Complaints	24
9.4 Grievances	25
ARTICLE 10. PROCEDURE FOR REDUCTION IN FORCE	27
10.1 Procedures	27
ARTICLE 11. CERTIFICATED STAFF EVALUATION	30
11.1 Responsibility For Evaluation	31
11.2 Required Evaluations	31
11.3 Definitions	32
11.3.1 Teaching Criteria	32
11.3.2 Evaluator	32
11.3.3 Evidence	32
11.3.4 Unsatisfactory	32
11.3.5 Student Growth	33
11.3.6 Instructional Framework	33
11.3.7 Comprehensive Evaluation	33
11.3.8 Focused Evaluation	33
11.3.9 Professional Growth Activity or Goals	33
11.4 Observation Procedures	33
11.4.1 Minimum Observations	33
11.4.2 Formal Observations	34
11.4.3 Additional Observations	34
11.4.4 Location	34
11.5 Evaluation Procedures –Comprehensive Form	34
11.6 Evaluation Procedures-Focused Form	36
11.7 Scoring Methodology	36

11.8 Evaluation Criteria For Educational Staff Associates (ESA)	37
11.9 Evaluation Forms	39
11.10 Unsatisfactory Evaluations - Probation	39
11.10.1 Supervisor's Report	39
11.10.2 Establishment of Probationary Period	40
11.10.3 Evaluation During the Probationary Period	40
11.10.4 Supervisor's Post-Probation Report	40
11.10.5 Action by the Superintendent	41
11.10.6 Non-Renewal for Provisional Employees	41
Article 12 Employee Compensation	41
Section 12.1 Base Salary Schedule	41
APPENDICES	43
APPENDIX 1A: Base Salaries for Certificated Instructional Staff	44
APPENDIX 1B: Extracurricular Salary Schedule	47
APPENDIX 1C: Extra Duty Pay Schedule	48
APPENDIX 2: Teacher Evaluation Rubric	48
APPENDIX 3: Evaluation	66
APPENDIX 4A: Comprehensive Evaluation – Classroom Teacher	67
APPENDIX 4B: Focused Evaluation – Classroom Teacher	68
APPENDIX 4C: Summative Evaluation/Professional Plan – Educational Staff Associates (ESA)	69
APPENDIX 5: Grievance Presentation	71

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 (employees) 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, Section 4.2 (except as required by law) 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 website 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, 2021, and shall remain in effect through August 31, 2024.

Letters of understanding agreed to by both parties shall have the same effect as contract language. These letters may 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. The Association will reimburse the district for any necessary sub pay.

2.6 Association Membership

- A. Each present employee covered by this Agreement 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 may become and remain a member of the Association to the extent of paying membership dues and assessments of the Association. The Association will be provided thirty (30) minutes to meet with new hires during the staff onboarding process.

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 provided 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 employees be arranged reviewing student/employees 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. 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 Length of the Employee's Annual Contract

The length of the regular employee annual contract shall be one hundred eighty-three (183) days, which includes three (3) state-funded professional learning days (PLDs). PLDs shall be included in the annual contract only when funded by the state.

The PLDs and six (6) additional supplemental days that are district funded are for all employees and shall be planned and directed by district administrators for activities that support school and district improvement plans. These days shall be mandatory. When attendance is not possible and excused by the employee's supervisor, leave must be taken for the missed PLDs and there will be no supplemental pay for missed supplemental days. Such days shall be scheduled on non-school days. One half-day may 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, etc.).

In recognition of the additional time required of English Language Learner (ELL) teachers and special education employees (including teachers school psychologists, occupational therapists, and speech-language pathologists, etc.) they shall receive two (2) additional days to those listed above to assure ELL students and students on IEPs are correctly scheduled and that classroom teachers are prepared and informed on the needs of ELL students and special education students in their classrooms at the beginning of and throughout the year. Such days shall be documented on a District 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.

School psychologists holding a National School Psychologist Certification shall be paid a stipend of two thousand dollars (\$2,000) annually.

In addition to the above mentioned days, school psychologists, occupational therapists, and speech-language pathologist will receive at least ten (10) days per work year to support the IEP

related paperwork and to conduct IEP meetings during the school day for families and staff. Resource teachers at grades 5-12 will be provided with two (2) preparation periods per day and at leave thirty-five (35) hours per work year that may be used for release days. All other special education teachers will be provided at least seventy (70) hours per work year that may be used as release days. English Language Learner (ELL) teachers shall receive up to four (4) work days per work year scheduled with administrator approval.

Employee-managed professional activities that support student learning which fall outside the work day 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. Employees are compensated through the six (6) day supplemental contract (DDPD) for planned school or program activities to increase family engagement with the school's curriculum (e.g. Math Night). 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 15th shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract may be granted after June 15th 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 employee to continue in the District.

3.4 Copies of Contract

Annual contracts will be issued electronically by May 15 and signed electronically via Skyward and returned by June 1. Employees will be able to review the documents and sign electronically. Contracts will be posted in Skyward Employee Access and the staff will be able to print a copy.

Employees who wish to have a traditional hard copy to sign may request one via email to the business office.

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, employees shall be given a one-time stipend of \$300 paid following successful completion of their work 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 eligible employee—the monthly state insurance benefit amount identified in the state appropriations act, paid to the School Employees Benefits Board (SEBB).

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 1st of each school year.

Each employee will receive a two hundred-dollar (\$200) payment on the July 2020 payroll to exhaust the remaining benefit pool funds from September to December 2019.

4.3 Paid Family Medical Leave

Employees are eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. To be eligible for this leave, at the time this Agreement was executed, employees must have worked a minimum of eight hundred twenty (820) hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements, however, employees on maternity leave do not have to exhaust all of their sick leave time before using PFML. The District will pay its statutory share of the premium and the

employees are responsible for the remaining amount through payroll deduction. When required, the District shall maintain health insurance benefits during periods of approved PFML leave.

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, employees may leave when their students are released. When school start-time is postponed due to inclement weather or other unforeseen circumstances employees 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 employees will be provided with four (4) early release days for conferences during the first semester and four (4) during the second semester. 9-12 employees 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 communication. 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. Employee 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 employee 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.

Alternative education program staff, in collaboration with 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 student attendance. 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 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 Columbia Elementary School, North Fork Elementary School, and 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 salary for high school and middle school or .10 of the employee's per diem 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 District will strive to staff counselors/social workers at the following ratios:

Grades 9-12: 1 FTE per 250 FTE students

Grades 5-8: 1 FTE per 500 FTE students

Grades P-4: 1 FTE per 800 FTE students

The following K-4 average class sizes and 5-12 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. 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.

	Desired	Maximum	
K-1	19	22	students per class
2-3	22	24	students per class
4	24	26	students per class
5-8	27/160	28/162	students in specific periods/all classes combined per day
9-12	28/150	32/150	students in specific periods/all classes combined per day
Resource Room	17	22	students/per session

Alternative Program Caseload

LRA	1 Certificated FTE per 30 students
TEAM	1 Certificated FTE per 60 students

Special Education Case Load

Life Skills/Diverse Support	12
Resource Room	32
SLP	49**
10	

** does not include consults.

P.E. and Music K-4	30*
P.E. and Music 5-12	45*

*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 time for the involved teacher; (one hour of paraprofessional time for each student over the maximum at K-4 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 \$15.00 per K-4 or LRA student over the maximum per day; or \$3.75 per 5-12 student over the maximum per day; a stipend of \$15.00 per Life Skills/Diverse Support Program students per day; a stipend of \$5.00 per Resource Room student per day; a stipend of \$2.50 per SLP student per day; a stipend of \$15.00 per student/week per certificated teacher at TEAM;
- F. building budgets will be adjusted semi-annually for enrollment growth or decrease.

Employees will receive notice prior to the enrollment of a student being placed in a class. Employees will be notified of a student who withdraws.

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.

Teachers of grades 5-8 whose class load is between 29-30 in one period will be allowed one (1) extra planning period per quarter, scheduled with the principal. These planning periods will occur during the Monday morning collaboration time and teachers of grades 5-8 whose class load is between 29-30 in two or more periods will be allowed one additional extra planning period per quarter (for a total of two (2)) scheduled with the principal. These planning periods will occur during the Monday morning collaboration time.

5.6 Playground Duty

Elementary classroom teachers (K-4) 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 building 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 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. The Association may appoint a representative to the New Employee Training Committee.

5.11 Alternative Education

To support report writing and compliance management, TEAM High School certificated staff will dedicate the equivalent of one day per week. Certificated teachers will not directly instruct students during this time but will support and directly communicate with students and families at this time.

5.12 Special Education

Special Education teachers shall be invited to participate in the interview process of the paraprofessionals working with students on their caseload. Building administrators shall be responsible for the final evaluation of paraprofessionals, employees working with a paraprofessional may offer input to the evaluator.

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 applications. 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 15th. 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.

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 employee, an Association representative (if requested by the employee), 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 employees per grade level or subject, elimination of program(s), a change in the number of students needing special services which requires a change in worksite, or a more appropriate work 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 District seniority shall be transferred from the pool of equally qualified candidates. If there is a tie in District seniority, building 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 paid time for one (1) day 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. The building site receiving the transferred teacher shall provide the teacher with a mentor to support the transition.

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

6.4 Traveling Teachers

Teachers and ESAs 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 and ESAs 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 a substitute is not required, when leave occurs during a preparation period or is voluntarily covered by another employee or administrator, if approved by an administrator. Special arrangements need to be made for reporting leave hourly.

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.

Employees with five (5) years' experience and at least two (2) years with the district may, no more often than once every four (4) years, use up to seventy (70) hours of sick leave for a ten (10) day absence. Such an absence requires two (2) months' notice that includes, an opportunity for the District Office to designate sufficient accrued sick leave for personal leave, the employee's general plan for using the days, and for administrative approval. The employee must have accrued at least four hundred twenty (420) hours of sick leave.

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 / 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 1st.

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 educational 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.

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

7.3 Maternity Leave

- A. Absence for reasons of disability due to pregnancy, miscarriage, abortion or childbirth shall be granted according to law. The following procedures will be followed:
 - a. 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.
 - b. 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:
 - a. An employee may use accumulated sick leave for any period of disability caused by pregnancy, miscarriage, abortion, childbirth and/or recovery therefrom.
 - b. The District may request a certification of fitness for return to work under the same rules applicable to other uses of sick leave.
 - c. 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 7.5 Family Leave.
 - d. 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.
 - e. 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:
 - i. The anticipated due date of the baby's birth.
 - ii. The anticipated length of physical disability.

7.4 Parental Leave

An employee may use up to 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.

Employees may also be eligible for state paid family medical leave, see section 4.3.

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.

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. 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

7.8.1 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the conditions established in Chapter 392-136A WAC, as confirmed by the Personnel Office:

- A. The employee's job is one which sick leave can be used or accrued;

- B. The employee's absence and the use of shared leave are justified;
- C. The employee has abided by District regulations regarding sick leave use; and
- D. When relevant, 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 verifying the authorized purpose and expected duration of the need for 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) days. 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, receipted meals, lodging, and travel expenses.

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 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 for 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 1st. An official grade slip must be on file in the superintendent's office by October 15th. No advancement on the salary schedule will be honored after this date. The college transcript must be on file by December 1st.

8.3 Compensation for Credits

- A. Staff members will be compensated for up to \$500 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 up to \$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 1st. 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 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 credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the \$500 toward health insurance shall be made in writing no later than October 1st of each year.
- C. Between April 1st and May 31st, 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. Each employee shall be entitled to claim up to \$2,000 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 31st. 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 31st 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 30th. Total reimbursement for each employee will not exceed \$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 15th each year shall be allocated to each building on a

proportional employee (employees working under this Agreement) FTE basis to be directed to BLT – determined professional development activities. Buildings may pool their allocations.

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, which is the employee's per diem rate. Employees will be informed how much curriculum time has been allotted to a project prior to being asked to volunteer. Employees 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.

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 entitled, prior to any meeting which the administrator reasonably believes may lead to discipline. 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 termination), however, 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 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, the employee will receive a written response summarizing the District's response to the complaint.

9.4 Grievances

A. 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.

B. 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, a meeting shall be held between the principal or other appropriate supervisor and the certificated employee, who will be accompanied by an Association representative. Either the employee or the supervisor may provide documentation of the 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 learns 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.

C. The grievant may invoke the formal grievance procedure by completing the form available from the Association. 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).

D. 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 explain the written response in a meeting with the grievance chairman or Association representative, and/or the employee. This meeting is not a necessary step in the grievance procedure.

E. If the Association is not satisfied with the principal/supervisor'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 will be given to the Superintendent.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

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

P. **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 15th 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.

Q. **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:
- a. There shall be no coercion applied for employees to volunteer for layoff.
 - b. 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.
 - c. From among the volunteers, the District shall select the employee(s) whose layoff would prevent the involuntary layoff of another employee.
 - d. The District shall issue a non-renewal notice to employees who volunteer for layoff in accordance with state law.
 - e. 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:
- a. Certification: Possession of an appropriate valid Washington State Certificate for the particular position being filled.
 - b. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retain position:
 - i. Elementary employees will be considered for retention in one category (for employees with a K-8 elementary certificate). (Elementary employees shall include classroom teachers, elementary librarians).
 - ii. Secondary employees (for 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).

- iii. 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.
 - iv. 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).
- c. Selection within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories if they are certificated and endorsed for such position.
- d. 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.

- e. 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.

- f. Seniority List: A “seniority list” with employees listed in order of Q values as defined above shall be published annually by January 1st each year. Employees may submit corrections to this list on or before January 15th, and a final list shall be published by February 1st.
 - g. 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 15th 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 1st and shall be given until May 1st 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 1st of the year in which the evaluation takes place.
- C. Non-provisional classroom teachers with satisfactory evaluations under section 11.5 of this article, may be used by mutual agreement between the evaluator and the employee the focused form of evaluation. A comprehensive evaluation must be conducted at least every six (6) years.
- 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 15th. 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.

11.4 Observation Procedures

11.4.1 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 program.

11.4.2 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, 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. Unless mutually agreed upon by the teacher and the principal or other supervisor, 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 15th of each school year.

11.4.3 Additional Observations

In addition to observations for the Required Evaluations (11.2) 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.

11.5 Evaluation Procedures –Comprehensive 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 six (6) 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- I. Prior to a Summative Evaluation rating of Basic (2) for all teachers or Unsatisfactory (1) 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 1st. 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 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.

11.7 Scoring Methodology

- A. 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 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. 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. 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.

11.8 Evaluation Criteria For Non-Classroom Certificated Staff

Educational staff associates (ESA) include counselors, Media Specialists, speech pathologists, 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:
 - i. Helps the student to use such data;
 - ii. Helps others involved with the student understand and use such data in working with the student; and
 - iii. 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. Consider 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.
 - i. Uses proper channels.
 - ii. Discusses problems at appropriate times.
 - iii. Supports administrative decisions.
 - iv. 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.
 - i. Does not discuss colleagues in negative manner,
 - ii. Does not show or discuss private communications,
 - iii. Does not discuss faculty business,
 - iv. Does not discuss inappropriate aspects of personal life.

11.8.1 ESA Evaluation Planning

In the interest of supporting the work of ESA's the association has interest in seeking a more robust evaluation form to better reflect the needs of ESA's and better parallel the certificated evaluation process in TPEP.

11.9 Evaluation Forms

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

11.10 Unsatisfactory Evaluations - Probation

11.10.1 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 20th. 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.

11.10.2 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 for at least sixty (60) school days and ending on or before May 15. Prior to the beginning of the probationary period 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.

11.10.3 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 1st 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.

11.10.4 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.

11.10.5 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 15th 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.

ARTICLE 12 EMPLOYEE COMPENSATION

Section 12.1 Base Salary Schedule

All employees will be paid salaries based on Appendix 1A, Base Salary Schedule for Certificated Instructional Staff 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 WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this _____ day of June, 2021.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

APPENDICES

APPENDIX 1A: Base Salaries for Certificated Instructional Staff

183 DAY BASE CONTRACT (180 +3 PLD)									
For School Year 2021-2022									
*** Education Experience ***									
Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.	
0	50,262	51,620	53,026	54,436	58,959	60,260	64,784	67,700	
1	50,939	52,315	53,740	55,211	59,782	60,930	65,501	68,397	
2	51,583	52,973	54,413	55,998	60,555	61,605	66,161	69,090	
3	52,248	53,651	55,106	56,741	61,290	62,244	66,789	69,789	
4	52,899	54,364	55,828	57,520	62,095	62,914	67,489	70,511	
5	53,572	55,044	56,522	58,308	62,867	63,595	68,155	71,236	
6	54,264	55,703	57,232	59,107	63,644	64,293	68,830	71,926	
7	55,479	56,940	58,489	60,466	65,070	65,601	70,203	73,387	
8	57,258	58,799	60,384	62,525	67,191	67,658	72,326	75,624	
9	0	60,724	62,388	64,606	69,381	69,738	74,516	77,927	
10	0	0	64,415	66,794	71,633	71,928	76,767	80,291	
11	0	0	0	69,046	73,990	74,179	79,125	82,719	
12	0	0	0	71,226	76,410	76,520	81,544	85,249	
13	0	0	0	0	78,890	78,942	84,023	87,837	
14	0	0	0	0	81,381	81,436	86,678	90,525	
15	0	0	0	0	83,499	83,553	88,931	92,879	
16 or more	0	0	0	0	85,168	85,224	90,710	94,736	
<i>For credits earned after the BA degree but before the MA degree:</i>									
<i>Any credits in excess of 45 may be counted after the MA degree.</i>									

Table Of Total Base Salaries For Certificated Instructional Staff									
For School Year 2021-2022									
*** Education Experience ***									
Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.	
0	49,438	50,774	52,157	53,544	57,993	59,272	63,722	66,590	
1	50,104	51,458	52,859	54,306	58,802	59,931	64,427	67,275	
2	50,738	52,105	53,521	55,080	59,562	60,595	65,077	67,957	
3	51,391	52,771	54,202	55,811	60,285	61,224	65,694	68,645	
4	52,032	53,473	54,912	56,577	61,077	61,883	66,383	69,355	
5	52,694	54,142	55,596	57,353	61,836	62,553	67,038	70,068	
6	53,374	54,790	56,294	58,138	62,600	63,239	67,702	70,746	
7	54,570	56,007	57,530	59,475	64,004	64,526	69,052	72,184	
8	56,320	57,835	59,394	61,500	66,090	66,549	71,140	74,384	
9	0	59,729	61,366	63,547	68,244	68,594	73,294	76,650	
10	0	0	63,359	65,699	70,458	70,748	75,509	78,975	
11	0	0	0	67,914	72,777	72,963	77,828	81,363	
12	0	0	0	70,058	75,158	75,265	80,207	83,851	
13	0	0	0	0	77,597	77,648	82,646	86,397	
14	0	0	0	0	80,047	80,101	85,257	89,041	
15	0	0	0	0	82,130	82,183	87,473	91,356	
16 or more	0	0	0	0	83,772	83,826	89,223	93,183	
<i>For credits earned after the BA degree but before the MA degree: Any credits in excess of 45 may be counted after the MA degree.</i>									

Years of Service	PLD=3 Day							MA+90
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	OR Ph.D.
0	824	846	869	892	967	988	1,062	1,110
1	835	858	881	905	980	999	1,074	1,121
2	846	868	892	918	993	1,010	1,085	1,133
3	857	880	903	930	1,005	1,020	1,095	1,144
4	867	891	915	943	1,018	1,031	1,106	1,156
5	878	902	927	956	1,031	1,043	1,117	1,168
6	890	913	938	969	1,043	1,054	1,128	1,179
7	909	933	959	991	1,067	1,075	1,151	1,203
8	939	964	990	1,025	1,101	1,109	1,186	1,240
9	0	995	1,023	1,059	1,137	1,143	1,222	1,277
10	0	0	1,056	1,095	1,174	1,179	1,258	1,316
11	0	0	0	1,132	1,213	1,216	1,297	1,356
12	0	0	0	1,168	1,253	1,254	1,337	1,398
13	0	0	0	0	1,293	1,294	1,377	1,440
14	0	0	0	0	1,334	1,335	1,421	1,484
15	0	0	0	0	1,369	1,370	1,458	1,523
16 or more	0	0	0	0	1,396	1,397	1,487	1,553

Years of Service	TRI=6 Days							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	1,648	1,692	1,739	1,785	1,933	1,976	2,124	2,220
1	1,670	1,715	1,762	1,810	1,960	1,998	2,148	2,243
2	1,691	1,737	1,784	1,836	1,985	2,020	2,169	2,265
3	1,713	1,759	1,807	1,860	2,010	2,041	2,190	2,288
4	1,734	1,782	1,830	1,886	2,036	2,063	2,213	2,312
5	1,756	1,805	1,853	1,912	2,061	2,085	2,235	2,336
6	1,779	1,826	1,876	1,938	2,087	2,108	2,257	2,358
7	1,819	1,867	1,918	1,982	2,133	2,151	2,302	2,406
8	1,877	1,928	1,980	2,050	2,203	2,218	2,371	2,479
9	0	1,991	2,046	2,118	2,275	2,286	2,443	2,555
10	0	0	2,112	2,190	2,349	2,358	2,517	2,633
11	0	0	0	2,264	2,426	2,432	2,594	2,712
12	0	0	0	2,335	2,505	2,509	2,674	2,795
13	0	0	0	0	2,587	2,588	2,755	2,880
14	0	0	0	0	2,668	2,670	2,842	2,968
15	0	0	0	0	2,738	2,739	2,916	3,045
16 or more	0	0	0	0	2,792	2,794	2,974	3,106

		21-22 Salary Schedule							
		TRI= 6 additional Days							
		PLD= 3 additional Days							
Years of Service									MA+90 OR Ph.D.
		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	Total Salary	51,910	53,313	54,765	56,221	60,892	62,236	66,908	69,920
	Base	49,438	50,774	52,157	53,544	57,993	59,272	63,722	66,590
	TRI	1,648	1,692	1,739	1,785	1,933	1,976	2,124	2,220
	PLD	824	846	869	892	967	988	1,062	1,110
1	Total Salary	52,609	54,030	55,502	57,022	61,742	62,928	67,648	70,639
	Base	50,104	51,458	52,859	54,306	58,802	59,931	64,427	67,275
	TRI	1,670	1,715	1,762	1,810	1,960	1,998	2,148	2,243
	PLD	835	858	881	905	980	999	1,074	1,121
2	Total Salary	53,275	54,710	56,197	57,834	62,541	63,625	68,331	71,355
	Base	50,738	52,105	53,521	55,080	59,562	60,595	65,077	67,957
	TRI	1,691	1,737	1,784	1,836	1,985	2,020	2,169	2,265
	PLD	846	868	892	918	993	1,010	1,085	1,133
3	Total Salary	53,961	55,410	56,912	58,602	63,300	64,285	68,979	72,078
	Base	51,391	52,771	54,202	55,811	60,285	61,224	65,694	68,645
	TRI	1,713	1,759	1,807	1,860	2,010	2,041	2,190	2,288
	PLD	857	880	903	930	1,005	1,020	1,095	1,144
4	Total Salary	54,634	56,146	57,658	59,406	64,131	64,977	69,702	72,823
	Base	52,032	53,473	54,912	56,577	61,077	61,883	66,383	69,355
	TRI	1,734	1,782	1,830	1,886	2,036	2,063	2,213	2,312
	PLD	867	891	915	943	1,018	1,031	1,106	1,156
5	Total Salary	55,329	56,849	58,375	60,220	64,928	65,680	70,390	73,572
	Base	52,694	54,142	55,596	57,353	61,836	62,553	67,038	70,068
	TRI	1,756	1,805	1,853	1,912	2,061	2,085	2,235	2,336
	PLD	878	902	927	956	1,031	1,043	1,117	1,168

6	Total Salary	56,043	57,530	59,108	61,045	65,731	66,401	71,087	74,284
	Base	53,374	54,790	56,294	58,138	62,600	63,239	67,702	70,746
	TRI	1,779	1,826	1,876	1,938	2,087	2,108	2,257	2,358
	PLD	890	913	938	969	1,043	1,054	1,128	1,179
7	Total Salary	57,298	58,807	60,407	62,449	67,204	67,752	72,505	75,793
	Base	54,570	56,007	57,530	59,475	64,004	64,526	69,052	72,184
	TRI	1,819	1,867	1,918	1,982	2,133	2,151	2,302	2,406
	PLD	909	933	959	991	1,067	1,075	1,151	1,203
8	Total Salary	59,136	60,727	62,364	64,576	69,394	69,877	74,697	78,103
	Base	56,320	57,835	59,394	61,500	66,090	66,549	71,140	74,384
	TRI	1,877	1,928	1,980	2,050	2,203	2,218	2,371	2,479
	PLD	939	964	990	1,025	1,101	1,109	1,186	1,240
9	Total Salary	-	62,715	64,434	66,725	71,656	72,024	76,959	80,482
	Base	-	59,729	61,366	63,547	68,244	68,594	73,294	76,650
	TRI	-	1,991	2,046	2,118	2,275	2,286	2,443	2,555
	PLD	-	995	1,023	1,059	1,137	1,143	1,222	1,277
10	Total Salary	-	-	66,527	68,984	73,981	74,286	79,284	82,924
	Base	-	-	63,359	65,699	70,458	70,748	75,509	78,975
	TRI	-	-	2,112	2,190	2,349	2,358	2,517	2,633
	PLD	-	-	1,056	1,095	1,174	1,179	1,258	1,316
11	Total Salary	-	-	-	71,310	76,416	76,611	81,719	85,431
	Base	-	-	-	67,914	72,777	72,963	77,828	81,363
	TRI	-	-	-	2,264	2,426	2,432	2,594	2,712
	PLD	-	-	-	1,132	1,213	1,216	1,297	1,356
12	Total Salary	-	-	-	73,561	78,916	79,028	84,217	88,044
	Base	-	-	-	70,058	75,158	75,265	80,207	83,851
	TRI	-	-	-	2,335	2,505	2,509	2,674	2,795
	PLD	-	-	-	1,168	1,253	1,254	1,337	1,398
13	Total Salary	-	-	-	-	81,476	81,530	86,778	90,717
	Base	-	-	-	-	77,597	77,648	82,646	86,397
	TRI	-	-	-	-	2,587	2,588	2,755	2,880
	PLD	-	-	-	-	1,293	1,294	1,377	1,440
14	Total Salary	-	-	-	-	84,050	84,106	89,520	93,493
	Base	-	-	-	-	80,047	80,101	85,257	89,041
	TRI	-	-	-	-	2,668	2,670	2,842	2,968
	PLD	-	-	-	-	1,334	1,335	1,421	1,484
15	Total Salary	-	-	-	-	86,237	86,292	91,847	95,924
	Base	-	-	-	-	82,130	82,183	87,473	91,356
	TRI	-	-	-	-	2,738	2,739	2,916	3,045
	PLD	-	-	-	-	1,369	1,370	1,458	1,523
16+	Total Salary	-	-	-	-	87,961	88,018	93,684	97,842
	Base	-	-	-	-	83,772	83,826	89,223	93,183
	TRI	-	-	-	-	2,792	2,794	2,974	3,106
	PLD	-	-	-	-	1,396	1,397	1,487	1,553

APPENDIX 1B: Extracurricular Salary Schedule

<u>POSITION</u>	<u>SALARY</u>
Secondary Choir	\$2,500
Secondary Band	\$5,000
Yale School (including responsibilities for not having an on-site administrator)*	\$4,000
Columbia Elementary School Pool to be used to support K-4 Extracurricular Activities*	\$3,750
North Fork Elementary School Pool to be used to support K-4 Extracurricular Activities*	\$3,750
Lewis River Academy to be used to support K-8 Extracurricular Activities	\$900
Woodland Middle School Pool to be used to support 5-8 Extracurricular Activities	\$15,500
Woodland High School Pool to be used to support 9-12 Extracurricular Activities	\$19,500

*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 expand 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 the following extra-curricular events outside the work day 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	\$50
Middle School Activities and Sports	\$50
High School Sports	\$50
High School Prom and Tolo	\$50

APPENDIX 2: Teacher Evaluation Rubric

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

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

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

3c: Engaging Students in Learning

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

Criterion 2: Demonstrating effective teaching practices.

3b: Using Questioning and Discussion Techniques

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

4a: Reflecting on Teaching

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

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

1b: Demonstrating Knowledge of Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	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.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. 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.	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.

3e: Demonstrating Flexibility and Responsiveness

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.	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. 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.

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)

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

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

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

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

Ia: Demonstrating Knowledge of Content and Pedagogy

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

Ic: Setting Instructional Outcomes

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

Id: Demonstrating Knowledge of Resources

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

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</p>	<p>Teacher displays basic 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.</p>	<p>Teacher displays awareness of resources— not only through the school and district but also through sources external to the school and on the Internet— available for classroom use, for the expansion of his or her own knowledge, and for students.</p>	<p>Teacher displays extensive knowledge of resources— not only through the school and 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.</p>

1e: Designing Coherent Instruction

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

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

2a: Creating an Environment of Respect and Rapport

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

2c: Managing Classroom Procedures

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

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

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

2d: Managing Student Behavior

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

2e: Organizing Physical Space

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

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

1f: Designing Student Assessments

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

3d: Using Assessment in Instruction

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

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

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

4b: Maintaining Accurate Records

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

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

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

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

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

4c: Communicating with Families

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>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.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher’s communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher’s efforts to engage families in the instructional program are frequent and successful.</p>

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

4d: Participating in a Professional Community

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

4e: Growing and Developing Professionally

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

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

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

4f: Showing Professionalism

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

Student Growth 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)*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>

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.

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

*Required by statute, rule or this agreement.

APPENDIX 4A: Comprehensive Evaluation – Classroom Teacher

Woodland School District No. 404

Summative 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: Comprehensive School Year: 2016-2017 Annual <input checked="" type="checkbox"/>
--	---

Summary of Criteria Performance: Score all Criteria	Rating	Score
Criterion 1: Catering 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
Comprehensive Summative Performance Score		0

Student Growth Components: Score all Components			Comprehensive Criterion Summative Score			
Component 3.1 Establishing Student Growth Goal for Subgroup	0) No Score yet					
Component 3.2 Achievement of Student Growth for Subgroup	0) No Score yet					
Component 6.1 Establishing Student Growth Goal for Whole Class	0) No Score yet					
Component 6.2 Achievement of Student Growth for Whole Class	0) No Score yet					
Component 8.1 Team Student Growth Goal	0) No Score yet					
Comprehensive Student Growth Impact Rating			0			
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*	
* Teacher with a score of 1 on any of the student growth components results in a "Low" Student			* Teacher with a summative rating of "Unsatisfactory" and a "Low" Student Growth Impact Rating will receive a summative rating of "Unsatisfactory"			

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

3) Proficient

Employer's comments:

Employee's comments:

Teacher (Evaluatee) Signature	Principal (Evaluator) Signature
-------------------------------	---------------------------------

The certified 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 4B: Focused Evaluation – Classroom Teacher

Woodland School District No. 404		
Focused Evaluation—Teacher		
<p>Staff Name: _____ Evaluator: _____</p> <p>Building Assignment: _____</p> <p>Teaching Assignment: _____</p> <p><small>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:</small></p>	<p>Type of Evaluation: Focused</p> <p>Criterion #</p> <p>Goal Criterion#</p> <p>School Year: 2016-2017</p> <p>Annual <input type="checkbox"/></p>	
<p>Only One Category will have a score ...the area of focus. ←</p>		
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 these 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
Focused Performance Score		0
<p><small>Student Growth Components: Only One criteria and corresponding Achievement component will be scored.</small></p>		
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
<p>It is my judgment that based upon adopted criteria this employee's performance has been:</p> <p>3) Proficient</p>		
<p>Employer's comments:</p> <div style="border: 1px solid black; height: 40px;"></div>		
<p>Employee's comments:</p> <div style="border: 1px solid black; height: 40px;"></div>		
<p>_____ Teacher (Evaluatee) Signature</p> <p>_____ Principal (Evaluator) Signature</p>		
<p><small>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.</small></p>		

APPENDIX 4C: Summative Evaluation/Professional Plan – Educational Staff Associates

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

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

F. Professionalism Exceeds Standard	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

APPENDIX 5: 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