

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE WOODLAND SCHOOL DISTRICT**  
**AND**  
**THE WOODLAND EDUCATION ASSOCIATION**  
September 1, 2026 through August 31, 2030

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## **ARTICLE 1. AGREEMENT INFORMATION**

### **1.1 Preamble**

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

The Association and the Board of Directors share the mutual goals of providing the necessary environment, materials, skills and knowledge for the education of the children in the Woodland School District. This continuing cooperation will improve the quality of education in the District. The District and the 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.

### **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 there of 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, 2026, and shall remain in effect through August 31, 2030.

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, video conferencing platforms, 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.

## **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 do not support or oppose a ballot measure or candidate for public office.

## **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 substitute 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 their 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 their building administrator or if they are 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 themselves 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, they shall immediately contact their 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, 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 seventy (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 (3) 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.).

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.

### **3.2.1 ML and Special Education Staff Days**

In recognition of the additional time required of Multi-Lingual Learners (ML) 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 ML students and students on IEPs are correctly scheduled and that classroom teachers are prepared and informed on the needs of ML 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.

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. In addition to their preparation period, 5-12 ML teachers will be provided a push-in period to support teachers with ML students in the classroom and complete screenings and annual assessments. All other special education teachers will be provided at least seventy (70) hours per work year that may be used as release days. ML teachers shall receive additional work days, used in half or full-day increments, scheduled with administrator approval for WIDA training (one (1) day per state-required training), WIDA testing preparation (two (2) days), and checking in on transition students (one (1) day).

### **3.2.2 ML Model Task Force**

The District administration acknowledges the evolving landscape of ML services and recognizes that alternative instructional models may exist that alleviate the current workload and staffing pressures placed on ML teachers and paraeducators. To ensure the District is implementing the most sustainable and effective support structures, the District and the Association agree to form a joint task force tasked with researching and analyzing the service delivery models utilized by neighboring and similar-sized districts. The primary goal of this task force will be to identify best practices that balance high-quality student support with manageable staffing requirements, providing a foundation for future program enhancements.

The task force will consist of the ML coordinator, the ML director, and ML teacher appointed by the Association, and a principal.

The task force will meet four times during the 2026-27 school year, each time consisting of a half-day increment. The purpose of these meetings will be to discuss ML models utilized at neighboring and similar-sized districts. This time may consist of research, speakers from other districts on their models, and other work determined by the team to further the purpose of the task force. The final product of the task force will consist of findings, including a summary of other models used by districts, the advantages and disadvantages, the ability to adapt the models

to conform to the District's program, and anticipated impacts of implementing the models at the District.

Following completion of the findings document, the District and Association will meet prior to the beginning of the 2027-28 school year to discuss the findings and to consider changes to the District's model.

### **3.3 Release from Contract**

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

- A. A letter of resignation must be submitted to the superintendent's office.
- B. A release from contract prior to June 15<sup>th</sup> shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract may be granted after June 15<sup>th</sup> 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 (5) WEA members (two (2) elementary and two (2) secondary, and one (1) from Yale or ALE school(s)), two (2) SEIU members, two (2) secretaries, one (1) parent from each building in the District (not to exceed four (4)), one (1) board member, two (2) administrators and chaired by the Superintendent or designee, who is not included in the vote. Each voting member can only vote as one (1) representative. The calendar committee will set a school calendar for at least one (1) 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 three hundred dollars (\$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 they are performing their 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 their entire current school year individual credit reimbursement amount in Section 8.3 toward their out-of-pocket insurance costs by notifying the District of such choice by October 1st of each school year.

## **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 seven and five tenth (7.5) hours per day, including a thirty (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 thirty (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 the purposes of either conferences or finals during the first semester and four (4) for conferences 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.

### **5.1.4 Building-Directed Evening Activity**

Employees shall attend one (1) school sponsored evening activity event per year, with a total service duration of two (2) hours, which might not be adjacent to the employee work day. Employees will be expected to perform duties as assigned by the building administrator during the evening activity. In the event a staff member is unable to attend, they must notify administration as soon as possible to mutually establish a reasonable make-up arrangement of equivalent time, (two (2) hours) to be completed outside of the standard contract day. The building administrator shall communicate the date of the evening activity event at least thirty (30) days in advance of the event. Evening activity attendance will not lead to flex time. Sports and extracurricular activities are excluded from this section.

### **5.1.5 Extended Days (TA 4/13)**

#### **A. CTE Teacher Extended Days**

All CTE teachers who have a CTSO shall receive a minimum of five (5) additional days to their base contract to be used for the purposes of supporting CTSO activities, including advisor roles, required CTE documentation and compliance. An extension of additional days or substitute days will be considered annually for the purposes of framework renewal, extensive CTSO activities, and Student Based Enterprises that include responsibilities outside of the workday that are preapproved by the CTE director and are documented and planned.

Additional/extended days shall be determined per annum through the completion, review, and issuance of time using the *Woodland High School CTE Additional Days Proposal Form* provided by the CTE Director or other supervisor in compliance with the following: *Woodland High School CTE Additional Days Proposal Form* sent to all CTE Teachers by first working day of September; completion of said form due to CTE Director or other supervisor by September 15; issuance of additional/extended time by October 15. Time can be allotted in addition to days approved on the *Woodland High*

*School CTE Additional Days Proposal Form* by the CTE Director or other supervisor for work including, but not limited to, annual and cyclical work.

Additional extended days or substitute days due to emergency or unforeseen circumstances may be requested by the end of the first semester. Responses to the requests will be provided by February 15. If the additional extended days or substitute days are requested but not feasible, the CTE teacher and CTE director will meet to discuss other options for assisting the CTE teacher. Where a CTSO club goes to state or nationals, extended days will be granted where necessary.

#### **B. Library/Media Extended Days**

The Library/Media employees will have a minimum of six (6) extended days for the purposes of managing the library collections prior to the start and at the conclusion of the school year. An extension of additional days will be considered annually for the purposes of additional planned activities that are preapproved by the principal by the last school day of September.

#### **C. Athletic Director Extended Days**

The Athletic Director will have a minimum of twenty (20) extended days for the purpose of managing athletics throughout the school year. An extension of additional days will be considered annually for the purposes of additional planned activities that are preapproved by the principal by the last school day of September.

#### **D. Elementary Social Worker/Counselor and Student Advocate Extended Days**

The elementary social worker/counselor and student advocate will have a minimum of seven (7) extended days for the purposes of preparing for students. An extension of additional days will be considered annually for the purposes of additional planned activities that are preapproved by the principal by the last school day of September.

#### **E. Middle and High School Social Worker/Counselor Extended Days**

The middle and high school social worker/counselor and student advocate will have a minimum of ten (10) extended days for the purpose of preparing for students prior to the start of the school year, and an additional two (2) to four (4) days throughout the school year to be used as needed. An extension of additional days will be considered annually for the purposes of additional planned activities that are preapproved by the principal by the end of the first semester.

#### **F. Nurse Extended Days**

The District nurse will have a minimum of ten (10) extended days for the purpose of preparing health plans and managing student medications, reviewing immunizations. An extension of additional days will be considered annually for the purposes of additional

planned activities that are preapproved by their supervisor by the last school day of September.

#### **G. Instructional Coach Extended Days**

Each instructional coach will have two (2) days to attend new educator training. In addition, each building will be provided a minimum of five (5) extended days in total to be used by their instructional coaches for the purposes of preparing for professional development (Yale and North Fork will be grouped together as one (1) building for the purpose of this Section 5.1.5(G)). An extension of additional days will be considered annually for the purposes of additional planned activities that are preapproved by the principal by the end of the first semester.

#### **H. Levy**

In the event of an EP&O levy failure, the extended days provided by this Section 5.1.5 shall be suspended until the passage of an EP&O levy. The District and Association shall meet in an attempt to address the workload of these employees and the potential for reduced extended day contracts where necessary.

### **5.2 Preparation Period**

The District will provide preparation periods to personnel to enable goal setting, lesson and evaluation planning, and preparation of materials and participating in evaluation meetings and related activities (observation discussions, goal setting, feedback, etc.) with their evaluator. A teacher is not required to supervise students during their preparation period; however, a teacher may be required to change locations to have a student-free prep 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 (1) 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, (two hundred twenty-five (225) minutes in a normal five (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 their regularly scheduled planning period, that teacher's compensation will be increased by .167 at the high school and .142 at the middle school of the teacher's annual salary for the year (.083 per semester at the high school or .071 at the middle school).

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.

### **5.2.1 Alternative Education**

TEAM High School certificated staff will receive the equivalent amount of prep time provided to Woodland High School staff each week.

Lewis River Academy certificated staff will receive the equivalent amount of prep time provided to elementary certificated staff each week.

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

### **5.3 Temporary Replacement Pay**

Should any teacher or ESA with a teaching certificate upon the request of the principal or designee, forfeit their preparation period to cover an instructional period, they shall receive payment in the amount equivalent to one (1) period of compensation of the teacher's or ESA'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 and the Association agree that the equitable distribution of students with unique needs is a priority. When assigning students with IEPs, 504 plans, or ML needs to general education classrooms, administrators will make every effort to distribute these students equitably among the appropriate grade-level or subject-area teachers.

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**
13	

\*\* does not include consults.

P.E. and Music K-4	30*
P.E. and Music 5-8	40/228*
P.E. and Music 9-12	40/190*

\*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 fifteen dollars (\$15.00) per K-4 or LRA student over the maximum per day; or three dollars and seventy-five cents (\$3.75) per 5-12 student over the maximum per day; a stipend of fifteen dollars (\$15.00) per Life Skills/Diverse Support Program students per day; a stipend of five dollars (\$5.00) per Resource Room student per day; a stipend of two dollars and fifty cents (\$2.50) per SLP student per day; a stipend of fifteen dollars (\$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 five percent (5%) 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.

In cases of financial hardship, labor management will convene to review and develop solutions for current overages, which may include but is not limited to revising the school calendar.

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.

Teacher of K-4 who teach mixed grade level classes (students in multiple grades) will be provided four (4) release days per year for the purpose of planning for the mixed classes. These release days must be taken in either half-day or full-day increments.

### **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) fifteen (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 to supplement the existing employee mentoring program in accordance with legislative and/or regulatory guidelines.

### **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.

### **5.13 School Psychologists**

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

### **5.14 Master Schedule**

Administrators at each building will create a draft master schedule and provide it to the Association by May 15 each year. The draft master schedule will indicate the content area that teachers will instruct the following school year. The draft master schedule may be adjusted after the draft master schedule has been created based on employee changes and changes to the District budget.

## **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.

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 fifteen (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..

#### **6.5 District-Initiated Room Transfers**

District-initiated room transfers classroom or office transfers prior to or during the school year. Teachers who are subject to a classroom transfer shall be allowed paid time for two (2) days to complete the classroom transfer. Staff who are subject to an office transfer shall be allowed paid time for one (1) day to complete the office transfer. The District will provide assistance with moving items to the new room.

### **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 (“sick leave”). 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 thirty-five (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 Chapter 296-130 WAC.

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 their credit.

Illness and injury includes, but is not limited to, leave for days an employee is ill, doctor's appointments, family illness, paternity/maternity. 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 their principal upon their return to work. An employee whose religious beliefs prevent them from seeing a physician may be excused by the Superintendent with prior approval. Application for prior approval must be filed within thirty (30) days of the employee's receipt of their contract.

Emergency includes but is not limited to, when a car breaks down, a child daycare closure, family emergency.

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 their family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent themselves from their duties for matters of bona fide necessity and not mere convenience.

While illness, injury, and emergency leave is frontloaded, the leave is earned on a monthly basis (one day of leave earned each after each month worked). If an employee separates from the District having used more sick leave than the employee earned, the District will deduct the value of the unearned sick leave from the employee's final paycheck.

### **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.

The Caribou Clause: In addition to that year's use of five (5) days of sick leave as personal leave, employees who are no longer on provisional status may use up to an additional five (5) days of sick leave for up to ten (10) days of absence. The days do not have to be taken consecutively but must be taken in the same year. Such absences requires one (1) month's notice for each use. The employee shall provide written notice via District-provided form to the building principal 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 two hundred and ten (210) hours of sick leave. This Clause may be used no more than once every five (5) years.

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**

In the event of a death or serious illness in the employee's family, defined as parent, sibling, spouse, partner, child, pregnancy loss, grandparent or grandchild, or the same as related by marriage, leave without loss of pay will be extended to the employee at a maximum of five (5) days for each occurrence. The leave does not need to be taken all at once. Upon request, the District may approve up to two (2) additional days of paid bereavement leave when the employee's use of bereavement leave requires the employee to travel by flight or to drive for five (5) or more hours. For the death of an employee's aunt, uncle, nibblings (niece, nephew), or other family member, employees may use one (1) day of bereavement leave per occurrence, up to two (2) occurrences per year. The District may also approve other forms of paid leave as appropriate and needed.

### **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 District of their 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 they 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 their previous position. The employee shall have the same right to apply for a position for which they are 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: A pregnant 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: A pregnant employee, upon request, shall be granted a leave of absence from their 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. A pregnant 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 pregnant 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 pregnant employee's attending physician has indicated the date upon which they 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 a pregnant employee is seeking a leave of absence without pay for the purpose of maternity, they 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 Washington Paid Family Medical Leave

Employees are eligible to receive Paid Family Medical Leave (PFML) under the Washington State Family Medical Leave and Insurance Act. Eligibility will be determined by State of Washington statute and implementing regulations. 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.

Prior to taking leave, employees are required to meet with the Human Resources to discuss the employee's leave options.

### **7.5 Federal Family Medical Leave**

An employee eligible for use of leave under this section is anyone who was employed by the District on a continuous basis for the previous fifty-two (52) weeks for at least one thousand two hundred fifty (1,250) hours of service during those fifty-two (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.

An employee may use leave under this section in accordance with the Family Medical Leave Act 29 U.S. Code Chapter 28.

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 they 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 twenty percent (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 7.4.

Employees intending to use family leave must meet with the District Human Resources department to create a plan for use of leave.

## **7.6 Jury Duty and Court Appearance Leave**

Leave is authorized for jury duty or complying with a 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 they are to appear for jury duty or have received a subpoena, they will inform the District Office of the date and hour they are to appear and provide a copy of the jury duty confirmation or subpoena.

If an employee is summoned for jury duty or is required to appear in court pursuant to the subpoena, the employee will be excused from work for the entire scheduled workday. The employee will not be required to report to work before or after court attendance on that day, even if the court releases the employee early.

## **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 their 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 five hundred twenty-two (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 donors 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 their personal vehicle, the employee shall be reimbursed for such travel at the current IRS tax deduction for mileage.

### **8.2 Credits and Salary Advancement**

For advancement of the salary schedule, official transcripts, including ESD transcripts of clock hours shall be submitted to indicate completed courses. Credits from in-service training provided by the District shall apply as credits earned. Recognized 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. College transcript must be on file by December 1st. No advancement on the salary schedule will be honored after this date.

### **8.3 Compensation for Credits**

- A. Staff members will be compensated for up to five hundred dollars (\$500) per school year for the cost of National certifications listed below, college credits and/or clock hours, conference registrations, and professional memberships. 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 five hundred dollars (\$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, and professional memberships to be eligible for compensation, the class, conference, or membership 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 their 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 five hundred dollars (\$500) credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the five hundred dollars (\$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 five hundred dollars (\$500). Each employee shall be entitled to claim up to three thousand dollars (\$3,000) in additional reimbursement for credits, clock hours, conferences, membership fees to professional organizations, or the national certifications identified in paragraph A above. Reimbursements shall not be used for costs for substitutes. However, a building administrator may approve building or department funds to cover the costs of substitutes. If the cost of the substitute is not covered by the building or department funds, the employee will use personal leave. Claims for registration costs of National Board Certifications identified above and credit reimbursement shall have priority over other class, conference, membership fees, or travel costs. Claims for reimbursement must be submitted by May 31<sup>st</sup>. If there are insufficient funds for all reimbursement claims, the amounts shall be pro-rated equally for all claims. Reimbursement will occur after an employee submits for national board certification.
- D. Claims received after May 31<sup>st</sup> will be fulfilled if there are available funds, and on a first-come, first-served basis. Notice of intent to claim funds must be received by the District by June 30<sup>th</sup>. Total reimbursement for each employee will not exceed three thousand five hundred dollars (\$3500) 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.
- F. Employees may request to attend conferences covering subjects that significantly impact their content area instruction. A preapproval form must be submitted to their building administrator a month in advance, building administrator must provide a response within five (5) school days. If approved, the District will reimburse up to one thousand five hundred dollars (\$1,500) for the costs of travel to these conferences.

## **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 them to be derogatory to their 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 them, 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 they desire to discuss with the supervisor, they are 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 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. 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.

## **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 Unsatisfactory (1) for all teachers or Basic (2) for teachers with more than five years' experience, the building principal will meet to discuss the perceived deficiencies with the employee. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. Such mutually-agreed plans will begin the following school year for evaluations completed after May 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.

## **11.9 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.405.210.

#### **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**

For the 2026-27 school year, 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.

For the 2027-28 school year, the base salary schedule shall be increased by implicit price deflator (IPD), as provided under RCW 28A.400.205 and established by the Washington legislature. For the 2028-29 school year, the base salary schedule shall be increased by IPD. For the 2029-30 school year, the base salary schedule shall be increased by IPD + 1%.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this 14th day of May, 2026.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

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## **APPENDICES**

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

**Base (183 Day) Salaries For Certificated Instructional Staff  
For School Year 2026-27 Final (TA 3-30-26)  
\*\*\* Education Experience \*\*\***

<b>Years of Service</b>	<b>BA</b>	<b>BA+45</b>	<b>BA+90</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 OR Ph.D.</b>
0	67,960	69,767	75,564	77,231	83,029	86,766
1	68,874	70,760	76,618	78,090	83,947	87,659
2	69,737	71,768	77,609	78,954	84,794	88,547
3	70,625	72,721	78,551	79,774	85,599	89,444
4	71,550	73,719	79,583	80,632	86,496	90,369
5	72,440	74,730	80,572	81,505	87,350	91,298
6	73,350	75,753	81,568	82,400	88,215	92,182
7	74,961	77,495	83,396	84,076	89,974	94,055
8	77,390	80,134	86,114	86,713	92,694	96,922
9	79,958	82,801	88,921	89,378	95,501	99,874
10	82,556	85,605	91,806	92,184	98,387	102,903
11	0	88,491	94,827	95,070	101,408	106,015
12	0	91,285	97,930	98,069	104,509	109,257
13	0	0	101,107	101,174	107,686	112,574
14	0	0	104,301	104,371	111,089	116,019
15	0	0	107,015	107,083	113,977	119,036
16 or more	0	0	109,154	109,225	116,256	121,416

<p align="center"><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></p>
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**APPENDIX 1B: Extracurricular Salary Schedule**

<u>POSITION</u>	<u>SALARY</u>
Elementary Music	\$250/evening concert
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 Middle School ASB	\$3,500
Middle School ArtFest	\$1,000
Woodland High School Pool to be used to support 9-12 Extracurricular Activities	\$19,500
Woodland High School ASB	\$5,000
High School ArtFest	\$1,500
District Drama	\$12,000

\*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.			
2b: Fostering a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The culture of the class is not conducive to learning and does not support development.	The culture of the class is partially conducive to learning and development.	The culture of the class is characterized by high expectations and supports students' learning and development.	Students play an active role in establishing a culture that consistently fosters dialogue, reflection, and growth, allowing all students to experience success.
3a: Communicating about Purpose and Content			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Communication about purpose and content is unclear or confusing and hinders student learning.	Communication about purpose and content is mostly clear and accurate; it partially supports learning.	Communication about purpose and content is accurate and clear to students; it supports their active engagement in learning experiences and models effective use of language.	Communication about purpose and content is rich, nuanced, and relevant to students inviting them to think critically and contribute intellectually; it encourages curiosity and supports student autonomy.
3c: Engaging Students in Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Learning experiences do not require active intellectual engagement by students.	Learning experiences partially engage students intellectually; the activities require students to do some thinking.	Learning experiences support curiosity and exploration and encourage higher order thinking; students engage in multiple ways and represent their ideas and responses through multiple means.	Students take initiative to increase the challenge or complexity of learning experiences; they think critically about a variety of issues and offer solutions; they make suggestions for modifications that increase meaning and relevance.

Criterion 2: Demonstrating effective teaching practices.			
3b: Using Questioning and Discussion Techniques			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Questioning and discussion are absent, low level, or do not support learning and development.	Questioning and discussion, primarily framed and led by the teacher, are used to support student learning and development.	Questioning and discussion, framed or led by the teacher and students, effectively support critical thinking, reasoning, and reflection.	Students intentionally use questioning and discussion to develop their own and others thinking, reasoning skills, and habits of reflection.
4a: Engaging in Reflective Practice			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not appear to engage in reflective practice or misjudges the success of the instruction.	The teacher's reflective practice leads to some accurate assessment of student success of instruction but does not follow through with analysis and changes to practice.	The teacher's reflective practice, based on consideration of evidence of student learning and development, leads to an accurate assessment of the success of instruction and results in specific changes and adjustments.	The teacher consistently engages in reflective practice based on multiple sources of evidence that results in the exploration of new ideas and approaches focused on supporting students who need it most.

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
1b: Knowing and Valuing Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher lacks sufficient knowledge of students to support student learning or development.	The teacher’s knowledge of students’ identities, as well as their strengths and needs, partially supports learning and development.	The teacher’s knowledge of students supports learning and development and enables the teacher to build upon student assets.	The teacher’s knowledge of students is extensive and fosters student learning and development to support academic and personal success.
3e: Responding Flexibly to Student Needs			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher makes no adjustments to learning experiences, even when warranted, and is not responsive to student needs.	The teacher makes some adjustments to learning experiences and is responsive to student needs with partial success.	The teacher’s adjustments and responsiveness lead to deeper understanding for students and/or new learning experiences.	Based on self-monitoring and reflection, students voice their needs, ask questions, and make suggestions that lead to adjustments and modifications or spark new learning opportunities.
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential.</p> <p>OR</p> <p>The teacher does not explain how the <b>knowledge of individual students</b> informed the goal. The goal does not address an <b>essential standard</b> for the teacher’s content and grade level. The goal does not require students’ <b>cognitive or emotional engagement</b>.</p>	<p>The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential. The teacher explains how the <b>knowledge of students</b> informed the goal for the students as a group, but not as individuals. The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. The goal requires students’ <b>cognitive and emotional engagement</b>. The teacher communicates the goal to students’ families.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways. The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. The goal requires students’ <b>cognitive and emotional engagement</b>. The teacher seeks and considers, when provided, input from students’ families in developing the goal.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways. The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. The goal requires students’ <b>cognitive and emotional engagement</b>. The teacher seeks and considers, when provided, input from students’ families in developing the goal.</p>

<p>The teacher does not communicate with students' families about the goal.</p>			<p>The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.</p>
<p><b>Student Growth 3.2: Achievement of Student Growth Goal(s)</b></p>			
<p><b>Unsatisfactory – 1</b></p>	<p><b>Basic – 2</b></p>	<p><b>Proficient – 3</b></p>	<p><b>Distinguished – 4</b></p>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of <b>student engagement in assessment</b> of their own progress. There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is limited evidence of <b>student engagement in assessment</b> of their own progress. There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on student learning progress overall, but not for specific students. The reflection may not establish how the learning activities and instructional decisions impacted student progress. The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress. There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on the learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress. There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to:</p> <ul style="list-style-type: none"> <li>• Guide their next steps for instruction, and</li> <li>• Effect changes in instructional practice or professional learning beyond their own classroom or context.</li> </ul>

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
<b>1a: Applying Knowledge of Content and Pedagogy</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The teacher lacks sufficient knowledge of content and pedagogy to support student learning of the content.	The teacher's understanding of content and pedagogy partially supports student learning of the content.	The teacher's understanding of content and pedagogy supports student learning of the content.	The teacher's understanding of content and pedagogy fosters deeper learning, student agency, and intellectual dispositions such as curiosity, reasoning, and reflection.
<b>1c: Setting Instructional Outcomes</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Instructional outcomes are not identified, are not rigorous, or are inappropriate.	Instructional outcomes are moderately rigorous and are appropriate for most students in the class.	Instructional outcomes are rigorous and appropriate for students.	Instructional outcomes represent high-level learning of important content and support student autonomy, curiosity and intellectual risk-taking.
<b>1d: Using Resources Effectively</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The teacher is not aware of, or does not appropriately or effectively use, instructional materials and other resources to support student learning and development.	The teacher understands and uses instructional materials and other resources to support student learning and development, but these resources represent only a narrow band of what is available.	The teacher's knowledge of instructional materials and other resources leads to discerning choices to support student learning and development.	The teacher makes deliberate decisions in the use of instructional materials and other resources to meet individual student needs and support student autonomy and intellectual engagement.
<b>1e: Planning Coherent Instruction</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The design of learning experiences does not support student engagement with important content.	Learning experiences are somewhat coherent in structure, within and across lessons, partially supporting students to meet the intended outcomes.	Learning experiences are challenging and engaging; they are designed to meet the needs of students in the class.	Learning experiences prioritize the needs of individual students, ensure all students can meet the intended outcomes, and support student assumption of responsibility for learning.

Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: Cultivating Respectful and Affirming Environments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students do not feel safe and valued: learning environments are characterized by negativity, disrespect, inappropriateness, insensitivity, and/or unresolved conflict.	Learning environments are partially characterized by caring and respectful interactions.	Learning environments are characterized by positive developmental relationships that are intentionally nurtured and celebrated.	Students play an active role in creating learning environments characterized by a sense of community, or each member feels safe, valued, and connected.
2c: Maintaining Purposeful Environments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Student learning and development are hindered by a lack of routines or inefficient classroom procedures.	Classroom routines and procedures established or managed primarily by the teacher and taught explicitly to students, support opportunities for learning and development.	Shared routines and efficient procedures are largely student directed and maximize opportunities for student learning and development.	Students have an active voice and play an active role in designing and adjusting routines and procedures that actively create a respectful learning environment and support the growth of each community member.
2d: Supporting Positive Student Behavior			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is little evidence of explicit modeling, instruction, or guidance related to positive student behaviors.	Positive behaviors are modeled by the teacher and occasionally taught explicitly.	Students display positive behaviors, which are modeled by the teacher and reinforced to promote reflection and recalibration rather than compliance.	Students consistently and independently display positive behaviors and seek opportunities to build a better classroom community.
2e: Organizing Spaces for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Learning spaces are unsafe, inaccessible, and/or not conducive to learning and development.	Learning spaces are safe and accessible; the arrangement and use of resources partially support student learning and development.	Learning spaces are thoughtfully designed to address the needs of individual learners within the context of shared experiences.	Learning spaces are thoughtfully co-designed and modified as needed by members of the learning community to address the needs of individuals and create collaborative, joyful spaces for all to learn and grow.

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
<b>1f: Designing and Analyzing Assessments</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
There is no plan for assessment, or the assessments will not provide evidence that students have learned the intended outcomes.	Assessments will partially help the teacher know that students have learned or are learning the intended outcomes.	Assessments are planned throughout the instructional process and provide timely and valuable information to teachers and students.	Students will have the opportunity to demonstrate mastery of content and analyze their own progress through multiple, flexible assessments.
<b>3d: Using Assessment for Learning</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Formative assessment is not used during instruction or is not aligned to the instructional purpose of the lesson.	Formative assessment partially supports student learning and development.	The teacher and students use formative assessments to illicit evidence of understanding, analyze progress, and provide constructive feedback.	Students take initiative to analyze their own progress against a clear standard in order to achieve the outcome and identify new opportunities and challenges.
<b>4b: Documenting Student Progress</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
There is no system for documenting student progress or the system is ineffective at communicating progress to students and families.	The teacher documents some aspects of student progress, in a manner that is accessible to students and families.	The teacher documents student progress towards mastery, focusing on the attainment of learning and developmental goals; students have access to and engage in reflection on their progress.	Students monitor progress towards mastery in their own attainment of learning and development goals; they regularly analyze and discuss their progress with the teacher and their families.
<b>Student Growth 6.1: Establish Student Growth Goal(s)</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The teacher does not develop a student growth goal. OR The teacher does not explain how the <b>knowledge of students</b> informed the goal. The goal does not address an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses a single data element to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.

<p>The goal does not require students' <b>cognitive or emotional engagement</b>.</p>	<p>The goal requires students' <b>cognitive and emotional engagement</b>.</p>	<p>The goal requires students' <b>cognitive and emotional engagement</b>.</p>	<p>The goal requires students' <b>cognitive and emotional engagement</b>. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.</p>
<p><b>Student Growth 6.2: Achievement of Student Growth Goal(s)</b></p>			
<p><b>Unsatisfactory – 1</b></p>	<p><b>Basic – 2</b></p>	<p><b>Proficient – 3</b></p>	<p><b>Distinguished – 4</b></p>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of <b>student engagement in assessment</b> of their own progress. There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher does not provide evidence of taking responsibility for student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is limited evidence of <b>student engagement in assessment</b> of their own progress. There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on student learning progress generally. The reflection may be missing an analysis of why students did or did not make progress, and/or next steps for groups of students or individuals. The teacher's identified next steps for instruction are uninformed by student</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress. There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on the learning progress for three groups of students: Students who  <ul style="list-style-type: none"> <li>• exceeded the learning goal</li> <li>• met or nearly met the learning goal</li> <li>• did not yet meet the learning goal</li> </ul> The reflection includes analysis of why students did or did not make progress, and next steps for each group. The teacher uses information from student progress and students'</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>. There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress. There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>. The teacher reflects with supervisor on the learning progress for three groups of students: Students who  <ul style="list-style-type: none"> <li>• exceeded the learning goal</li> <li>• met or nearly met the learning goal</li> <li>• did not yet meet the learning goal</li> </ul> The teacher uses information from student progress and students' experience of learning to:  <ul style="list-style-type: none"> <li>• Guide their next steps for instruction, and</li> <li>• Effect changes in instructional practice or</li> </ul> </p>

	progress and students' experience of learning.	experience of learning to guide their next steps for instruction.	professional learning beyond their own classroom or context.
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Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Engaging Families and Communities			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not engage students' families or the community, engages them infrequently, or does so disrespectfully.	The teacher makes some efforts to engage families and communities and does so in a respectful manner.	The teacher engages students' families and communities in a respectful and culturally responsive manner, making information readily available and inviting participation in the intellectual life of the classroom.	The teacher's frequent and ongoing engagement of families and communities demonstrates a clear value for the role they play in student learning and is focused on forging Partnerships that further the academic and personal success of each and every student.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4d: Contributing to School and Community Culture			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher is not an active member of the school community or contributes negatively to the culture of learning and values of the school.	The teacher makes some contributions to the school culture, supporting professional learning and upholding the values of the school.	The teacher takes initiative in contributing to and leading events, programs, or activities that further the culture of learning in the school and brings the values of the school to life through modeling and positive action.	The teacher takes a leadership role in defining, modeling, and holding self and peers accountable to the values and intellectual life of the school, leading with an emphasis on meeting the needs of students and families.
4e: Growing and Developing Professionally			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not engage in professional inquiry or learning focused on developing knowledge, skills, and mindsets, or does so reluctantly.	The teacher engages in professional inquiry and learning focused on developing knowledge, skills, and mindsets individually and with colleagues that is typically arranged or directed by others.	The teacher directs their own professional inquiry in learning in collaboration with colleagues and demonstrates curiosity and energy for professional conversations and growth focused on developing knowledge, skills, and mindsets.	The teacher appropriately exercises autonomy to direct professional learning for themselves and their peers, taking a leadership role in the school, setting direction, and supporting colleagues to engage in inquiry and innovation.
4f: Acting in Service of Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher acts unethically and does not understand the needs of students or make decisions in their best interest.	The teacher acts ethically and attempts to make deliberate decisions in the best interest of students, families, and colleagues.	The teacher models high standards of ethical practice and wise decision-making on behalf of students, families, and colleagues.	The teacher is a leader in the school defining and upholding high standards of ethical practice and modeling wise decision making that honors the inherent worth and dignity of each and every student and prioritizes their needs.
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not collaboratively develop the student growth goal. OR	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.

<p>Collaboration does not yield a goal that:</p> <ul style="list-style-type: none"> <li>• Is informed by <b>knowledge of students</b></li> <li>• Addresses an <b>essential standard</b> for the teacher's content and grade level</li> <li>• Require <b>cognitive or emotional engagement</b></li> </ul> <p>The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.</p>	<p>The team uses a single data element to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p>	<p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p>	<p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p> <p>The teacher helps develop other team members' capacity to be effective.</p>
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### APPENDIX 3: Evaluation

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

<b>Evaluation Timeline</b>	
<b>Date</b>	<b>Event</b>
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. 15*	Evaluator may determine to move the teacher on focus evaluation to a comprehensive evaluation no later than December 15th
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 no later than January 31st
Feb. 1*	Latest that probation may be started, notice must be provided to employee
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	
<b>Summative Evaluation—Teacher</b>	
Staff Name: _____ Evaluator: _____	Type of Evaluation: Comprehensive
Building Assignment: _____	School Year: 2016-2017
Teaching Assignment: _____	Annual <input checked="" type="checkbox"/>
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:	

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

Student Growth Components: Score all Components		
Component 3.1 Establishing Student Growth Goal for Subgroup	0) No Score yet	0
Component 3.2 Achievement of Student Growth for Subgroup	0) No Score yet	0
Component 6.1 Establishing Student Growth Goal for Whole Class	0) No Score yet	0
Component 6.2 Achievement of Student Growth for Whole Class	0) No Score yet	0
Component 8.1 Team Student Growth Goal	0) No Score yet	0
<b>Comprehensive Student Growth Impact Rating</b>		<b>0</b>
Student Growth Impact Rating		Comprehensive Criterion Summative Score
3-12 Low*	13-17 Average	18-20 High
*3 scores with a score of 1 in any of the student growth components results in a "Low" Student		26-34 Unsatisfactory/Basic
		35-41 Proficient
		42-52 Distinguished*
		*Teacher with a summative rating of "Distinguished" and a "Low" Student Growth Impact rating will receive a summative rating of "Proficient"

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

3) Proficient

Employer's comments:

Employee's comments:

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

The certificated employee's signature indicates that the evaluatee has read and discussed the evaluator's findings in a conference with the evaluator. It does not necessarily indicate agreement with the findings. This 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																																
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:	<b>Type of Evaluation: Focused</b> <b>Criterion #</b> <b>Goal Criterion#</b>  School Year: 2016-2017  Annual <input checked="" type="checkbox"/>																															
<b>Only One Category will have a score ...the area of focus.</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%;">Rating</th> <th style="width: 10%;">Score</th> </tr> </thead> <tbody> <tr> <td>Criterion 1: Centering instruction on high expectations for student achievement</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 2: Demonstrating effective teaching practices</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 3: Recognizing individual student learning needs and developing strategies to address these needs</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 5: Fostering and managing a safe, positive learning environment</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 7: Communicating and collaborating with parents and school community</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</td> <td style="text-align: center;">0) No Score yet</td> <td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: right;"><b>Focused Performance Score</b></td> <td></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>		Rating	Score	Criterion 1: Centering instruction on high expectations for student achievement	0) No Score yet	0	Criterion 2: Demonstrating effective teaching practices	0) No Score yet	0	Criterion 3: Recognizing individual student learning needs and developing strategies to address 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	<b>Focused Performance Score</b>		<b>0</b>
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<b>Focused Performance Score</b>		<b>0</b>																														
Student Growth Components: Only One criteria and corresponding Achievement component will be scored.																																
Component 3.1 Establishing Student Growth Goal for Subgroup	0) No Score yet	0																														
Component 3.2 Achievement of Student Growth for Subgroup	0) No Score yet	0																														
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## 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  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
B. Specialized Skills  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
C. Management of Special and Technical Environment  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
D. Professional Preparation Scholarship  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:
E. Effort Toward Improvement When Needed  <b>Exceeds Standard</b>	Self-Assessment:
	Supervisor's Assessment:

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

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

2. Employee's Comments

3. Employer's Comments

GOAL PLANNING

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

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

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

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

**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

## APPENDIX 6: What Does “Just Cause” Mean

The concept of "just cause," referenced in Section 4.1, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of "just cause" over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the employer?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## **APPENDIX 7: What is the “Weingarten Right”?**

The "Weingarten right," referenced in Section 4.3, requires that an employee be given the opportunity to have union representation at an employer's investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

- G. The employee must request union representation.
- H. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
- I. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to "run-of-the-mill-shop-floor conversations" including but not limited to giving instructions, training or needed correction of work techniques.
- J. The union representative's role is to assist the employee, not to disrupt or obstruct the interview. The representative's role may include clarifying facts or suggesting other employees with relevant knowledge.
- K. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

## **APPENDIX 8: What is the “Loudermill Right”?**

The "Loudermill right," referenced in Section 4.4, is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employees with a property interest in continued employment be afforded the following elements of due process prior to termination:

- A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
- Notice of the evidence supporting the allegations against the employee and the specific nature of factual basis for the charges.
- A reasonable time and opportunity to present evidence in the employee's own defense.
- A formal or informal hearing before an impartial decision-maker.

The pre-termination hearing need not definitely resolve the propriety of the discharge. It should be an initial check against mistaken decisions-essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.